



AGENDA

January 18, 2023

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

The meeting may be viewed on Comcast channel 14, Consolidated Communications channel 73, and AT&T U-Verse. City Council meetings are also video streamed live on the City's website at roseville.ca.us/watch and roseville.ca.us/agenda, and the City's YouTube channel at youtube.com/CityofRosevilleCa.

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

THE CITY OF ROSEVILLE WELCOMES YOUR PARTICIPATION

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

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

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

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

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

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

Security procedures are in place to attend Roseville City Council meetings. All attendees must

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

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. Roseville Chamber of Commerce - SPLASH Proceeds

Presentation to the City Parks, Recreation and Libraries Department of the proceeds from the 2022 SPLASH event to benefit youth programs within the City.

CONTACT: Rana Ghadban 916-783-8136 rana@rosevilleareachamber.com

6. PUBLIC COMMENTS

7. CONSENT CALENDAR

BEGINNING OF CONSENT CALENDAR

Minutes

7.1. Minutes of Prior Meetings

Memo from Assistant City Clerk Helen Dreyer and City Clerk Carmen Avalos recommending the City Council approve the minutes of the December 7, 2022 City Council Meeting and December 21, 2022 City Council and Housing Successor Meeting.

CC #: 2509

File #: 0102-03

CONTACT: Helen Dreyer 916-774-5356 hdreyer@roseville.ca.us

Bids / Purchases / Services

7.2. Distribution Transformers, 15kV Cable, and Dead-front Padmount Switchgear - Increase to Purchase Orders

Memo from Senior Power Engineer Ozro Corulli and Electric Utility Director Dan Beans recommending the City Council approve the increased total purchase order authority in the following amounts for purchase order contracts: Distribution Transformers (RFQ 10-3177) from a total of \$12,000,000 to \$15,000,000, Dead-front Padmount Switchgear (RFQ 10-3184) from a total of \$5,000,000 to \$8,000,000 and 15kV Cable (RFQ 10-3253) from a total of \$10,000,000 to \$14,000,000. Funding is included in the Electric Fund budget for FY2022-23 and future year funding will be included in proposed Electric

Department budgets.

CC #: 2487

File #: 0203-07-01 & 0203-07-02 & 0203-07-03

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

7.3. Electric Control System Historian Software – Sole Source Contract Purchase Agreement

Memo from Senior Electric Technology Systems Analyst Leonard Ladd and Electric Utility Director Daniel Beans recommending the City Council adopt RESOLUTION NO. 23-026 APPROVING A SOLE SOURCE CONTRACT PURCHASE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND OSISOFT LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (3002637). Staff requests Council approval of a sole source contract purchase agreement with OSISoft LLC to monitor and analyze Roseville electric distribution and generation real-time data and systems. This agreement includes the annual support and additional licenses for operational expansion. The estimated cost of this contract is \$153,928.50. Funds are available in the FY2022-23 Electric Fund budget.

CC #: 2502

File #: 0203-06

CONTACT: Leonard Ladd 916-774-5699 lladd@roseville.ca.us

7.4. Real-Time Crime Center Integration Software - Sole Source Service Agreement

Memo from Management Analyst Mark Peinado and Police Chief Troy Bergstrom recommending the City Council adopt RESOLUTION NO. 23-024 APPROVING A SERVICE AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND FUSUS, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests Council approve a sole source purchase and service agreement with Fusus, Inc., for the purchase and deployment of the Fusus platform for use in the Roseville Police Department's Real-Time Crime Center. The cost of this software purchase is \$74,999 per year for 3 years, for a total of \$224,997. Funding for this purchase has been approved in the Police Department's FY2022-23 operating budget in the General Fund.

CC #: 2498

File #: 0203-12

CONTACT: Amanda Jones 916-774-5025 ajones@roseville.ca.us

Mark Peinado 916-774-5021 mcpeinado@roseville.ca.us

7.5. Firing Range Target System - Sole Source Contract Purchase Agreement

Memo from Management Analyst Mark Peinado and Police Chief Troy Bergstrom recommending the City Council adopt RESOLUTION NO. 23-010 APPROVING A SOLE SOURCE CONTRACT PURCHASE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND ACTION TARGET, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests Council approval of

a sole source contract purchase agreement to Action Target, Inc. for the purchase of a Firing Range Target System in the amount of \$204,479.98. The fixed turning target and lateral moving target systems are proprietary to the vendor, Action Target, Inc. No other vendor makes the requested range/targeting system. Funding for this purchase has been approved in the amount of \$190,000 from the Equipment Replacement Fund. There are sufficient funds in the FY2022-23 Police Department's operating budget in the General Fund to cover the remaining \$14,479.98. No additional funds are being requested.

CC #: 2475

File #: 0203-12

CONTACT: Scott Christian 916-774-5099 schristian@roseville.ca.us
Mark Peinado 916-774-5021 mcpeinado@roseville.ca.us

7.6. Motorola Solutions - Sole Source Purchase Order

Memo from Management Analyst Mark Peinado and Police Chief Troy Bergstrom recommending the City Council authorize a sole source purchase order to Motorola Solutions Inc. for the purchase of portable radios. The total estimated cost for the radios is \$75,567.11. Funding has been approved in the Police Department's FY2022-23 operating budget in the General Fund.

CC #: 2495

File #: 0203-05

CONTACT: Scott Christian 916-774-5099 schristian@roseville.ca.us
Mark Peinado 916-774-5021 mcpeinado@roseville.ca.us

7.7. Custodial Services - Contract Purchase Agreement

Memo from Administrative Technician Darci Carpenter and Public Works Director Jason Shykowski recommending the City Council adopt RESOLUTION NO. 23-019 APPROVING A CONTRACT PURCHASE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND PRIDE INDUSTRIES ONE, INC. DBA PRIDE INDUSTRIES, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (3002641). Staff requests Council approve a contract purchase agreement with Pride Industries One, Inc. to provide custodial and floor care services in accordance with Custodial Services RFP 01-059 at a number of City facilities. The total annual value of the initial agreement with Pride Industries One, Inc. is \$862,979.71, not to exceed annual budgeted amounts. The bid allowed for four optional renewal years at one-year intervals. Staff requests authorization to utilize the optional renewal years of the bid contract without further Council approvals until the contract expires or until City staff determines that continuing with the same vendor is not in the City's best interest. Funding for this agreement is included in the Custodial Services Division FY2022-23 budget in the Facility Services Fund, and will be included in future year proposed budgets.

CC #: 2493

File #: 0203-04

CONTACT: Darci Carpenter 916-774-5702 drcarpenter@roseville.ca.us

7.8. 60kV Cable (RFQ 10-3336) - Purchase Order

Memo from Buyer Sue Jessup and Assistant City Manager/Chief Financial Officer Dennis Kauffman recommending the City Council approve a purchase order with OneSource Supply Solutions, LLC as the lowest responsive and responsible bidder for the purchase of 60kV cable in response to RFQ 10-3336. The cable is needed for undergrounding of a section of 60kv network to allow for the construction of the Roseville Parkway Extension Project. The cost of the cable and associated reels is \$99,109.20 plus tax of \$7,680.97, for a total of \$106,790.17. There is sufficient budget in the capital improvement project for the costs associated with the recommended purchase.

CC #: 2478

File #: 0203-07

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

7.9. Ultraviolet Disinfection Equipment - Increase to Sole Source Purchase Order

Memo from Preventative Maintenance Coordinator Blaine Wiegel and Environmental Utilities Director Richard Plecker recommending the City Council authorize an increase to the sole source purchase order with Trojan Technologies in the amount of \$48,400. This increase is needed to cover the shipping costs of the ultraviolet disinfection equipment for the Pleasant Grove Wastewater Treatment Plant, making the total amount of the purchase order \$2,228,829. Funding will be provided from the approved Pleasant Grove UV project budget financed by South Placer Wastewater Authority.

CC #: 2500

File #: 0203-09

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

7.10. 2022 Sewer Collection System Cured-in-Place Pipe Rehabilitation Project - Approval of Plans and Specifications and Authorization to Call for Bids

Memo from Associate Engineer Jonathan Cummings and Environmental Utilities Director Richard Plecker recommending the City Council approve the project's construction plans and specifications and authorize staff to advertise the 2022 Sewer Collection System Cured-in-Place Pipe Rehabilitation Project and accept bids from prospective bidders. The estimated construction cost of the project is \$3,567,600. Funding is provided by the Wastewater Rehabilitation Fund.

CC #: 2477

File #: 0900-02

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

7.11. Citywide Plotter Replacement - Contract Purchase Agreement

Memo from Information Technology Program Manager Brian Johnson and Chief Information Officer Hong Sae recommending the City Council adopt RESOLUTION NO. 23-014 APPROVING A CONTRACT PURCHASE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND J. J. R. ENTERPRISES, INC. DBA CALTRONICS BUSINESS SYSTEMS, AND

AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (3002678). Staff requests Council approval of a contract purchase agreement with J.J.R. Enterprises, Inc. dba Caltronics Business Systems to upgrade the City's large format plotter and scanning devices in the amount of \$136,353.88 using the National Association of State Procurement Officials contract #140597. Funding is included in the FY2022-23 Information Technology Replacement Fund budget.

CC #: 2484

File #: 0203-04

CONTACT: Brian Johnson 916-774-5141 bjohnson@roseville.ca.us

Resolutions

7.12. Sierra Vista II Sewer Lift Station Project - Notice of Completion

Memo from Senior Construction Inspector Ignacio Vizcarra and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 23-022 ACCEPTING THE PUBLIC WORK KNOWN AS SIERRA VISTA II, SEWER LIFT STATION PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING AND DIRECTING THE CITY ENGINEER TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE, THEREFORE, AND ACCEPTING A PORTION OF THE DEDICATIONS OFFERED ON THE RECORDED MAP OF THE SUBDIVISION. The Engineering Division has made final inspection of the project and has found the civil improvement work complete in accordance with the improvement plans and City specifications. This action has no impact to the City's General Fund. Construction costs were paid by the developer.

CC #: 2497

File #: 0400-04-12-1

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

7.13. Wastewater Treatment Plant Capacity Analysis Consulting Services - Professional Services Agreement Amendment

Memo from Associate Engineer Rana Moore and Environmental Utilities Director Richard Plecker recommending the City Council adopt RESOLUTION NO. 23-025 APPROVING A FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND WOODARD & CURRAN INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests Council approval of a first amendment to Woodard & Curran's Professional Services Agreement for the Dry Creek and Pleasant Grove Wastewater Treatment Plant Capacity Evaluation Project. The amendment to the agreement is in the amount of \$355,819. This project is funded by the South Placer Wastewater Authority and can be accommodated within the existing project budget. No additional funding is required at this time.

CC #: 2501

File #: 0800-02

CONTACT: Rana Moore 916-774-5581 rcmoore@roseville.ca.us

7.14. Landfill Water Quality and Gas Monitoring and Reporting Services - Professional Services Agreement

Memo from Compliance Administrator Michelle White and Environmental Utilities Director Richard Plecker recommending the City Council adopt RESOLUTION NO. 23-001 APPROVING A PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND JACOBS ENGINEERING GROUP INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests approval of a professional services agreement with Jacobs Engineering Group, Inc. for 2023 Water Quality and Landfill Gas Monitoring and Reporting Services and Other Regulatory-Required Technical Assistance. The agreement requires multiple ground and surface water samplings and landfill gas emissions monitoring to ensure the levels of emissions do not pose a public health hazard. These services are needed to remain in compliance with state and federal requirements for closed landfills. The cost of \$260,010 is budgeted in the FY2022-23 Waste Services Operation Fund budget.

CC #: 2473

File #: 0800-02

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

7.15. Roseville Transit Agency Safety Plan Update

Memo from Alternative Transportation Manager Ed Scofield and Public Works Director Jason Shykowski recommending the City Council adopt RESOLUTION NO. 23-021 APPROVING THE UPDATED ROSEVILLE TRANSIT AGENCY SAFETY PLAN, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests Council approval for the updated Roseville Transit Agency Safety Plan that will update the Injury & Illness Prevention Plan to include the City's latest changes, add additional safety language as required by the Bipartisan Infrastructure Law, and authorization for the City Manager to approve future minor changes to this document without further Council action. This amendment will not result in a direct fiscal impact. However, having an updated Agency Safety Plan allows the City to maintain compliance with Federal Transit Administration requirements to receive federal funding.

CC #: 2496

File #: 0721

CONTACT: Ed Scofield 916-869-9109 ecscofield@roseville.ca.us

7.16. Junction Crossing Affordable Housing Project - Limited Partner Change Approval

Memo from Housing Manager Trisha Isom and Economic Development Director Melissa Anguiano recommending the City Council adopt RESOLUTION NO. 23-017 APPROVING A CHANGE IN THE LIMITED PARTNER FOR THE JUNCTION CROSSING AFFORDABLE HOUSING PROJECT AND AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS NEEDED TO EFFECTUATE THE CHANGE.

Staff requests approval of a change in the Limited Partner for the Junction Crossing affordable housing project, located at 120 Pacific Street in Roseville. There is no fiscal impact to the City's General Fund associated with this approval.

CC #: 2490

File #: 0709-01

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

7.17. Reservation of Funds for Development of Affordable Housing Projects - Amendment

Memo from Housing Manager Trisha Isom and Economic Development Director Melissa Anguiano recommending the City Council adopt RESOLUTION NO. 23-038 APPROVING THE AMENDED RESERVATION OF \$7,500,000 IN AFFORDABLE HOUSING FUNDS FOR DEVELOPMENT OF AFFORDABLE HOUSING PROJECTS. Staff requests Council approval to reserve a total of \$7,500,000 in affordable housing funds to increase funding support for two affordable housing projects on the City's Affordable Housing Pipeline report. The increased reservation will fully fund two affordable housing projects as initially requested through the City's notice of funding availability process. The City's Local Housing Trust Fund receives funding from developer in-lieu fees, payoffs from resales and payoffs from developer subsidy loans. The Housing Division has funding available in the Local Housing Trust Fund (LHTF), which will be used to match state-awarded LHTFs. No General Fund resources will be used.

CC #: 2507

File #: 0709-03-02

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

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

7.18. Communication Software Licensing - Agreement Amendment

Memo from Management Analyst Mark Peinado and Police Chief Troy Bergstrom recommending the City Council adopt RESOLUTION NO. 23-016 APPROVING AN AGREEMENT AMENDMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND TYLER TECHNOLOGIES INC. Staff requests Council approve an agreement amendment with Tyler Technologies for Computer Aided Dispatch export interface use with Fusus software. The total cost of the interface is \$2,320. Funding has been approved in the Police Department's FY2022-23 operating budget in the General Fund.

CC #: 2486

File #: 0323

CONTACT: Mark Peinado 916-774-5021 mcpeinado@roseville.ca.us

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

7.19. Livestock Grazing License - Services Agreement Amendment

Memo from Parks, Recreation & Libraries Superintendent Eric Dexter and Parks, Recreation & Libraries Director Jill Geller recommending the City Council adopt RESOLUTION NO. 23-018 APPROVING A FIRST

AMENDMENT TO LIVESTOCK GRAZING LICENSE, BY AND BETWEEN THE CITY OF ROSEVILLE, THE AUBURN RAVINE RANCH, INC., AND B & B LIVESTOCK, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests Council approval of the first amendment to the Livestock Grazing License agreement with Auburn Ravine Ranch, Inc. for the work during the term of this new agreement. Funds from the lease agreement go to Placer Land Trust in the amount of \$6,300 per year through the contract end date of December 31, 2027. There is no impact to the General Fund.

CC #: 2492

File #: 0704-02

CONTACT: Eric Dexter 916-746-1769 edexter@roseville.ca.us

7.20. Electric Generation Heat Recovery Steam Generator Maintenance and Rehabilitation - Northern California Power Agency Support Services Program Agreement

Memo from Power Generation Superintendent Matthew Garner and Electric Utility Director Dan Beans recommending the City Council adopt RESOLUTION NO. 23-012 APPROVING A CONFIRMATION UNDER THE SUPPORT SERVICES PROGRAM AGREEMENT WITH NORTHERN CALIFORNIA POWER AGENCY, AND AUTHORIZING THE ELECTRIC UTILITY DIRECTOR AND CITY ATTORNEY TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests Council authorize the execution of a Confirmation under the Support Services Program Agreement with the Northern California Power Agency for Precision Iceblast Corporation to perform Heat Recovery Steam Generator deep cleaning and rehabilitation at the Roseville Energy Park. The total cost of services will not exceed \$687,492. Funding is included in the Electric Fund budget for FY2022-23.

CC #: 2488

File #: 0800-03

CONTACT: Matt Garner 916-746-1691 mgarner@roseville.ca.us

7.21. Electric Landscape Improvements - Fiddymment Substation Project - Notice of Completion

Memo from Senior Power Engineer Mitch Larkin and Electric Utility Director Dan Beans recommending the City Council adopt RESOLUTION NO. 23-013 ACCEPTING THE PUBLIC WORK KNOWN AS THE ELECTRIC LANDSCAPE IMPROVEMENTS - FIDDYMENT SUBSTATION PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING THE ELECTRIC UTILITY DIRECTOR TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE. The Electric Department has made final inspection of the Fiddymment Substation Landscaping Project and has found that all contract work has been completed in accordance with the approved plans and specifications. The total amount of the contract with Marina Landscape was \$607,662.77. Funding for this project was provided in the Electric Fund for FY2020-21.

CC #: 2482

7.22. Executive Recruitment Services - Agreements

Memo from Human Resources Manager Linda Hampton and Human Resources Director Stacey Peterson recommending the City Council adopt RESOLUTION NO. 23-002 APPROVING AN AGREEMENT FOR RECRUITMENT SERVICES, BY AND BETWEEN THE CITY OF ROSEVILLE AND GVP VENTURES, INC. DBA BOB MURRAY & ASSOCIATES, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt RESOLUTION NO. 23-003 APPROVING AN AGREEMENT FOR RECRUITMENT SERVICES, BY AND BETWEEN THE CITY OF ROSEVILLE AND CITY MANAGEMENT ADVISORS LLC DBA PECKHAM & MCKENNEY EXECUTIVE SEARCH, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt RESOLUTION NO. 23-004 APPROVING AN AGREEMENT FOR RECRUITMENT SERVICES, BY AND BETWEEN THE CITY OF ROSEVILLE AND RALPH ANDERSEN & ASSOCIATES, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt RESOLUTION NO. 23-005 APPROVING AN AGREEMENT FOR RECRUITMENT SERVICES, BY AND BETWEEN THE CITY OF ROSEVILLE AND WILLIAM AVERY & ASSOCIATES, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt RESOLUTION NO. 23-006 APPROVING AN AGREEMENT FOR RECRUITMENT SERVICES, BY AND BETWEEN THE CITY OF ROSEVILLE AND COOPERATIVE PERSONNEL SERVICES DBA CPS HR CONSULTING, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt RESOLUTION NO. 23-007 APPROVING AN AGREEMENT FOR RECRUITMENT SERVICES, BY AND BETWEEN THE CITY OF ROSEVILLE AND GALLAGHER BENEFIT SERVICES, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt RESOLUTION NO. 23-008 APPROVING AN AGREEMENT FOR RECRUITMENT SERVICES, BY AND BETWEEN THE CITY OF ROSEVILLE AND WBCP, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt RESOLUTION NO. 23-009 APPROVING AN AGREEMENT FOR RECRUITMENT SERVICES, BY AND BETWEEN THE CITY OF ROSEVILLE AND RAFTELIS FINANCIAL CONSULTANTS, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff recommends Council approve agreements for recruitment services with GVP Ventures, Inc. dba Bob Murray & Associates, City Management Advisors LLC dba Peckham & McKenney, Ralph Anderson & Associates, William Avery & Associates, Inc., Cooperative Personnel Services dba CPS HR Consulting, Gallagher Benefit Services, Inc., WBCP, Inc., and Raftelis Financial Consultants, Inc. to conduct executive recruitments on behalf

of the City. The total cost of each recruitment is not to exceed \$32,000. Services would be paid on an as-needed basis by the department filling the anticipated vacancy.

CC #: 2474

File #: 0600-07

CONTACT: Linda Hampton 916-774-5215 lhampton@roseville.ca.us

Ordinances (for introduction and first reading)

7.23.2022 Speed Limit Update - Roseville Municipal Code Amendment

Memo from Senior Engineer Jana Cervantes and Public Works Director Jason Shykowski recommending the City Council introduce for first reading ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING SECTION 11.28.010 OF CHAPTER 11.28 OF TITLE 11 OF THE ROSEVILLE MUNICIPAL CODE REGARDING SPEED LIMITS. Staff requests Council approve the speed limits on certain roads in the City and approve the speed limit ordinance. Staff is required to justify a posted speed limit other than 65 mph that is radar enforceable. Local jurisdictions are required to conduct and approve an engineering and traffic survey every five to ten years, or when there is a major change to a roadway. The cost of changing the speed limit signs is included in existing operating budgets.

CC #: 2472

File #: 0316-04

CONTACT: Jana Cervantes 916-774-5498 jcervantes@roseville.ca.us

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

7.24. Legal Software Replacement - Budget Adjustment

Memo from Information Technology Program Manager Robin Bernhard and Chief Information Officer Hong Sae recommending the City Council adopt ORDINANCE NO. 6597 AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2022-23 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff requests Council approve a budget adjustment appropriating \$39,930 from the Information Technology Replacement Fund for the implementation and Year 1 maintenance of the Citylaw legal software used by the City Attorney's Office. Future annual maintenance will be included in the City Attorney's Office operating budget in the General Fund. The estimated five year cost of ownership to the City is \$59,720.

CC #: 2491

File #: 0800-05 & 0201-01

CONTACT: Robin Bernhard 916-774-5127 rbernhard@roseville.ca.us

7.25. U.S. Department of Justice, Office of Community Oriented Policing Services - Grant Award and Budget Adjustment

Memo from Management Analyst Mark Peinado and Police Chief Troy

Bergstrom recommending the City Council adopt RESOLUTION NO. 23-039 ACCEPTING A GRANT AWARD FROM THE U.S. DEPARTMENT OF JUSTICE, OFFICE OF COMMUNITY ORIENTED POLICING SERVICES; and adopt ORINANCE NO. 6605 AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2022-23 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff requests Council accept a Grant Award from the U.S. Department of Justice, Office of Community Oriented Policing Services, in the amount of \$150,000 and authorize the City Manager or his designee to execute the required documents on behalf of the City. Additionally, staff requests Council approve a budget adjustment in the amount of \$150,000 in the City's Grants Fund. Funding from this grant will be used to purchase a virtual reality system to enhance the Police Department's de-escalation training program. This grant will have no net impact on the City's General Fund.

CC #: 2508

File #: 0214 & 0323 & 0201-01

CONTACT: Mark Peinado 916-774-5021 mcpeinado@roseville.ca.us
Doug Blake 916-746-1043 dblake@roseville.ca.us

7.26. Homeland Security Grant - Budget Adjustment

Memo from Management Analyst Mark Peinado and Police Chief Troy Bergstrom recommending the City Council adopt ORDINANCE NO. 6596 AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2022-23 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. The Police Department has been awarded a total of \$140,259 from the FY2019-20 and FY2020-21 Homeland Security Grant Program via the Placer County Office of Emergency Services (OES) division. The recommended budget adjustment will cover the purchase of a portable X-ray system, radios, radio antennas, riot protective uniforms, protective pads and footwear. The City will be reimbursed by Placer County OES upon completion of the purchase. There will be no net impact on the General Fund.

CC #: 2489

File #: 0214 & 0201-01

CONTACT: Mark Peinado 916-774-5021 mcpeinado@roseville.ca.us

7.27. Dry Creek Greenway East Trail Project Phase 1 - Agreements and Budget Adjustment

Memo from Associate Engineer Cathy Gosalvez and Public Works Director Jason Shykowski recommending the City Council adopt RESOLUTION NO. 23-027 APPROVING AN AGREEMENT FOR SALE OF CONSERVATION CREDITS FREMONT LANDING CONSERVATION BANK, BY AND BETWEEN RIPARIAN RANCH, LLC AND THE CITY OF ROSEVILLE AND, AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt RESOLUTION NO. 23-028 APPROVING AN AGREEMENT FOR ACQUISITION OF REAL PROPERTY AND ESCROW INSTRUCTIONS, BY AND BETWEEN THE CITY OF ROSEVILLE AND SFC WINDSCAPE INVESTORS, L.P., AND

AUTHORIZING THE CITY MANAGER TO EXECUTE IT AND ALL RELATED ESCROW DOCUMENTS ON BEHALF OF THE CITY OF ROSEVILLE; and adopt RESOLUTION NO. 23-029 APPROVING AN AGREEMENT FOR ACQUISITION OF REAL PROPERTY AND ESCROW INSTRUCTIONS, BY AND BETWEEN THE CITY OF ROSEVILLE AND JACQUELINE RICE, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT AND ALL RELATED ESCROW DOCUMENTS ON BEHALF OF THE CITY OF ROSEVILLE; and adopt RESOLUTION NO. 23-030 APPROVING AN AGREEMENT FOR ACQUISITION OF REAL PROPERTY AND ESCROW INSTRUCTIONS, BY AND BETWEEN THE CITY OF ROSEVILLE AND EMILY ANN BALDWIN AND MATTHEW BLAIR BALDWIN, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT AND ALL RELATED ESCROW DOCUMENTS ON BEHALF OF THE CITY OF ROSEVILLE; and adopt RESOLUTION NO. 23-031 APPROVING AN AGREEMENT FOR ACQUISITION OF REAL PROPERTY AND ESCROW INSTRUCTIONS, BY AND BETWEEN THE CITY OF ROSEVILLE AND BENJAMIN HAUGEN AND MELISSA HAUGEN, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT AND ALL RELATED ESCROW DOCUMENTS ON BEHALF OF THE CITY OF ROSEVILLE; and adopt RESOLUTION NO. 23-032 APPROVING AN AGREEMENT FOR ACQUISITION OF REAL PROPERTY AND ESCROW INSTRUCTIONS, BY AND BETWEEN THE CITY OF ROSEVILLE AND JERRY LEE, ELISE LEE, LISA MARIE PRINCESS LEE, AND DEVRAE S. LEE, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT AND ALL RELATED ESCROW DOCUMENTS ON BEHALF OF THE CITY OF ROSEVILLE; and adopt RESOLUTION NO. 23-033 APPROVING AN AGREEMENT FOR ACQUISITION OF REAL PROPERTY AND ESCROW INSTRUCTIONS, BY AND BETWEEN THE CITY OF ROSEVILLE AND JACK E. HOFFMAN AND CHERYL A. HOFFMAN, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT AND ALL RELATED ESCROW DOCUMENTS ON BEHALF OF THE CITY OF ROSEVILLE; and adopt RESOLUTION NO. 23-034 APPROVING AN AGREEMENT FOR ACQUISITION OF REAL PROPERTY AND ESCROW INSTRUCTIONS, BY AND BETWEEN THE CITY OF ROSEVILLE AND JOEY L. STETSON AND LISA A. STETSON, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT AND ALL RELATED ESCROW DOCUMENTS ON BEHALF OF THE CITY OF ROSEVILLE; and adopt RESOLUTION NO. 23-035 APPROVING AN AGREEMENT FOR ACQUISITION OF REAL PROPERTY AND ESCROW INSTRUCTIONS, BY AND BETWEEN THE CITY OF ROSEVILLE AND CHARLES THOMAS ECKSTROM IV AND JENNIFER ECKSTROM, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT AND ALL RELATED ESCROW DOCUMENTS ON BEHALF OF THE CITY OF ROSEVILLE; and adopt RESOLUTION NO. 23-036 APPROVING AN AGREEMENT FOR ACQUISITION OF REAL PROPERTY AND ESCROW INSTRUCTIONS, BY AND BETWEEN THE CITY OF ROSEVILLE AND DALE P. MCAFEE AND BRENDA MCAFEE, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT AND ALL RELATED ESCROW DOCUMENTS ON BEHALF OF THE CITY OF ROSEVILLE; and adopt RESOLUTION NO. 23-037 APPROVING AN

AGREEMENT FOR ACQUISITION OF REAL PROPERTY AND ESCROW INSTRUCTIONS, BY AND BETWEEN THE CITY OF ROSEVILLE AND DAVID EDWIN SCHMIDT AND JANET LYNN SCHMIDT, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT AND ALL RELATED ESCROW DOCUMENTS ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 6598 AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2022-23 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff requests Council approve an Agreement for Sale of Wetland Mitigation Credits from Riparian Ranch, LLC in the amount of \$152,000 as mitigation for impacts to riparian salmonid habitat, Agreements for Acquisition of Real Property and Escrow Instructions for the purchase of property for the Dry Creek Greenway East Trail Project with SFC Windscape Investors, L.P. in the amount of \$1,800, with Jacqueline Rice in the amount of \$16,000, with the Baldwins in the amount of \$45,400, with the Haugens in the amount of \$36,300, with the Lees in the amount of \$82,600, with the Hoffmans in the amount of \$12,500, with the Stetsons in the amount of \$30,000, with the Eckstroms in the amount of \$13,800, with the McAfees in the amount of \$325,000 and with the Schmidts in the amount of \$424,500. The total budget adjustment request is for \$1,500,000 from the Local Transportation Fund which will fund mitigation credit purchases, professional services and right-of-way acquisitions. The Dry Creek Greenway East trail project is a proposed paved multi-use trail along Dry, Cirby, and Linda Creeks from Darling Way/Riverside Avenue to the City limits at S. Cirby Way/Old Auburn Road. The Dry Creek Greenway East Trail Project is funded by federal, state and local sources: Solutions for Congested Corridors, Active Transportation Program, Congestion Mitigation and Air Quality, and Local Transportation Funds. No General Fund resources will be used for the project.

CC #: 2503

File #: 0721-05 & 0201-01

CONTACT: Cathy Gosalvez 916-746-1300 cgosalvez@roseville.ca.us

7.28. Fleet Truck Purchases - Grant Award, Purchase Orders, and Budget Adjustment

Memo from Fleet Manager Brandy LeBeau and Public Works Director Jason Shykowski recommending the City Council adopt RESOLUTION NO. 23-020 ACCEPTING A GRANT AWARD AND APPROVING GRANT AGREEMENTS, BY AND BETWEEN THE CITY OF ROSEVILLE AND THE PLACER COUNTY AIR POLLUTION CONTROL DISTRICT, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT AND ALL RELATED FORMS ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 6604 AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2022-23 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff requests Council accept the grant awards from the Placer County Air Pollution Control District – Clean Air Grant Program in the amount of \$163,215 and authorize the City Manager or his Designee to execute the required documents on behalf of the City. Additionally, staff requests approval of a budget adjustment in the amount of \$163,215 to fund a portion of the new Compressed Natural Gas (CNG) refuse trucks. Staff

also requests approval of purchase orders to Dobbs Heavy Duty Holdings LLC dba Western Truck Center for four (4) Autocar CNG trucks with New Way Sidewinder and RotoPac automated side-loading bodies utilizing Sourcewell contract# 060920-ATC for the Autocar chassis and Sourcewell contract# 091219-NWY for the New Way body in the amount of \$1,839,575; approve a purchase order to Altec Industries, Inc, for (3) Altec AT40G articulating telescoping aerial devices utilizing Sourcewell contract# 110421-ALT in the amount of \$661,107; and approve a sole source purchase order to Global Rental Co Inc. for the purchase of a rent-to-own 2022 Altec AT40G articulating telescoping aerial device in the amount of \$126,970. The FY2022-23 Fleet Replacement Fund and Electric Fund budgets include funding for these vehicles.

CC #: 2505

File #: 0203-01 & 0214 & 0201-01

CONTACT: Brandy LeBeau 916-774-5531 blebeau@roseville.ca.us

Ordinances (for second reading and adoption)

7.29. Second Reading - Commercial Corridor Specific Plans

ORDINANCE NO. 6599 OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING ZONING ORDINANCE NO. 5428 TO APPROVE A REZONE CHANGING THE ZONING OF CERTAIN REAL PROPERTY LOCATED WITHIN THE ATLANTIC STREET CORRIDOR SPECIFIC PLAN; and adopt ORDINANCE NO. 6600 AMENDING ZONING ORDINANCE NO. 5428 OF THE CITY OF ROSEVILLE CHANGING THE ZONING OF CERTAIN REAL PROPERTY LOCATED WITHIN THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 6601 AMENDING ZONING ORDINANCE NO. 5428 OF THE CITY OF ROSEVILLE CHANGING THE ZONING OF CERTAIN REAL PROPERTY LOCATED WITHIN THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 6602 AMENDING ZONING ORDINANCE NO. 5428 OF THE CITY OF ROSEVILLE CHANGING THE ZONING OF CERTAIN REAL PROPERTY LOCATED WITHIN THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 6603 AMENDING SECTION 19.18.030 OF CHAPTER 19.18, AMENDING SECTION 19.24.020 OF CHAPTER 19.24, AMENDING SECTION 19.26.030 OF CHAPTER 19.26, AMENDING SECTION 19.78.020 OF CHAPTER 19.78, AND ADDING CHAPTER 19.33 OF TITLE 19 OF THE ROSEVILLE MUNICIPAL CODE REGARDING ZONING, for second reading and adoption.

CC #: 2504

File #: 0800-06

CONTACT: Jessica Lynch 916-774-5352 jjlynch@roseville.ca.us

Reports / Requests

7.30. Appointments - City Council Auxiliary Positions

Memo from City Clerk Carmen Avalos recommending the City Council approve the appointment of councilmembers to various auxiliary positions on regional and local agencies, boards, commissions, committees, and joint power

authorities.

CC #: 2480

File #: 0102-12

CONTACT: Carmen Avalos 916-774-5269 cavalos@roseville.ca.us

7.31. Appointment of Youth Board Member and Youth Commissioners

Memo from City Clerk Technician Katrina Six and City Clerk Carmen Avalos recommending the City Council appoint Iniyazh Hariharan as the Grants Advisory Commission Youth Commissioner to a term ending December 31, 2023; and appoint Sofia Moreno as the Library Board Youth Member to a term ending December 31, 2023; and appoint Amre Abunmarkhie as the Parks and Recreation Commission Youth Commissioner to a term ending December 31, 2023; and appoint Tannishtha Mondal as the Transportation Commission Youth Commissioner to a term ending December 31, 2023.

CC #: 2479

File #: 0103-04-02 & 0103-05-02 & 0103-13-02 & 0103-34-02

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

END OF CONSENT CALENDAR

8. RESOLUTIONS

8.1. 2022 Prohousing Incentive Program Application

Memo from Housing Manager Trisha Isom and Economic Development Director Melissa Anguiano recommending the City Council adopt RESOLUTION NO. 23-011 AUTHORIZING APPLICATION FOR, AND RECEIPT OF, PROHOUSING INCENTIVE PILOT PROGRAM FUNDS. Staff requests Council approve an application to the State for the Prohousing Incentive Program (PIP) in the amount of \$1,610,000 to assist with affordable housing development and to execute the necessary application, standard agreement and relevant documents for the PIP grant program from the California Housing and Community Development Department. The recommended action does not impact the City's General Fund.

CC #: 2476

File #: 0709-03

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

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

9. SPECIAL REQUESTS/REPORTS/PRESENTATION

9.1. Council Discretionary Funds - Downtown Roseville Partnership

Memo from Management Assistant Cary Camilleri and City Clerk Carmen Avalos requesting the City Council consider a request for \$2,000 from Council Discretionary Funds for Downtown Roseville Partnership's 61st Annual Sylvia Besana Holiday Parade that was held on Saturday November 19th, 2022. There is no fiscal impact to the City's General Fund.

CC #: 2506

File #: 0102

CONTACT: Cary Camilleri 916-746-1350 cacamilleri@roseville.ca.us
Carmen Avalos 916-774-5269 cavalos@roseville.ca.us

9.2. Development Impact Fee Reports for Fiscal Year Ended June 30, 2022

Memo from Management Analyst Jeannine Thrash and Assistant City Manager/Chief Financial Officer Dennis Kauffman recommending the City Council accept the Development Impact Fee Report. California state legislation sets certain legal and procedural parameters for the charging of development impact fees. The report is for informational purposes only. They are also posted on the City's website. There is no impact to the City's General Fund.

CC #: 2481

File #: 0215

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

9.3. Fiscal Year 2021-22 Year-End Report and FY2022-23 Budget Adjustment

Memo from Assistant Finance Director Scott Pettingell and Assistant City Manager/Chief Financial Officer Dennis Kauffman recommending the City Council accept a year-end report for FY2021-22 for the General Fund, the enterprise operating funds, and revenues in select other funds; and adopt ORDINANCE NO. 6595 AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2022-23 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff requests Council approve a budget adjustment which includes an appropriation of \$31.5 million of General Fund resources for the Roseville Sports Complex (\$15 million), General Fund Capital Reserve Fund (\$4.5 million), Pension Trust Fund (\$4.5 million), Blue Oaks Widening (\$4 million), General Fund contingency replenishment (\$750,000), Police Department mobile data computers (\$700,000), Sports Field Fencing (\$565,000), Development Services Stabilization Reserve (DSSR) (\$518,000), Maidu Soccer Field parking lot (\$450,000), General Plan update (\$279,000), Vernon Atlantic Multimodal Safety Improvement Project (\$180,000), and the Royer Park Playground (\$123,000). This budget adjustment also includes an appropriation of \$250,000 in grant funds from Placer Valley Tourism for the Sports Field Fencing Project. There are adequate resources available in the General Fund to fund the recommended appropriations.

CC #: 2483

File #: 0201 & 0201-01

CONTACT: Scott Pettingell 916-774-1306 spettingell@roseville.ca.us

10. PUBLIC HEARING

NOTICE TO THE PUBLIC

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

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

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

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

10.1. Advanced Metering Infrastructure - Roseville Municipal Code Amendment and User and Regulatory Fee Amendment

Memo from Interim Electric Finance Administrator Joanna Cucchi and Electric Utility Director Dan Beans recommending the City Council adopt RESOLUTION NO. 23-015 ADOPTING AN AMENDED SCHEDULE OF USER AND REGULATORY FEES; and introduce for first reading an ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING CHAPTER 14.24 OF TITLE 14 OF THE ROSEVILLE MUNICIPAL CODE REGARDING ELECTRICAL ENERGY to incorporate Section 14.24.053 adopting a monthly rate for opt-out customers. Staff requests Council approve the Advanced Metering Infrastructure (AMI) advanced meter opt out fee and amending the 2022-2023 Master Schedule of User and Regulatory Fees to include the AMI advanced meter opt-out fee. The proposed opt-out program is estimated to collect approximately \$70,000 annually and will recover the costs associated with implementing the program. The discounted opt-out for low income rate participants will be funded through the utility's public benefits program, which includes funding required to be set aside for these types of programs, in the Electric Fund.

CC #: 2485

File #: 0800-03

CONTACT: Joanna Cucchi 916-746-1609 jcucchi@roseville.ca.us

10.2. North Industrial Plan Area Parcel 56 (2200 Freedom Way) Blue Oaks Commerce Center – Major Project Permit Stage 1 Modification and Major Project Permit Stage 2 Appeal

Memo from Associate Planner Escarlet Mar and Development Services Director Mike Isom recommending the City Council consider the Addendum to the Blue Oaks Commerce Center Initial Study and Mitigated Negative Declaration; and adopt RESOLUTION NO. 23-023 DENYING THE APPEAL FROM THE SEPTEMBER 22, 2022 APPROVAL BY THE PLANNING COMMISSION; ADOPTING THE TWO (2) FINDINGS OF FACT AND APPROVING THE MAJOR PROJECT PERMIT STAGE 1

MODIFICATION SUBJECT TO TEN (10) CONDITIONS OF APPROVAL; AND ADOPTING THE TWO (2) FINDINGS OF FACT AND APPROVING THE MAJOR PROJECT PERMIT STAGE 2 SUBJECT TO NINETY-THREE (93) CONDITIONS OF APPROVAL. Based on the September 22, 2022 Planning Commission hearing, staff recommends Council deny the appeal of the Planning Commission's approval of entitlements related to the Blue Oaks Commerce Center project. The proposed project includes a request for approval of a Major Project Permit (MPP) Stage 1 Modification and MPP Stage 2 to allow construction of four (4) industrial buildings totaling approximately 310,000 square feet in size, which will be located on two (2) parcels totaling 23.94-acres in size. The development of the site will not result in negative impacts to the City's General Fund.

CC #: 2499

File #: 0400-04-18 & 0400-08

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

11. COUNCIL REPORTS / PUBLIC COMMENTS

12. ADJOURNMENT



COUNCIL COMMUNICATION

CC #: 2509
File #: 0102-03

Title: Minutes of Prior Meetings
Contact: Helen Dreyer 916-774-5356 hdreyer@roseville.ca.us

Meeting Date: 1/18/2023
Item #: 7.1.

RECOMMENDATION TO COUNCIL

Approve the minutes of the December 7, 2022 City Council Meeting and December 21, 2022 City Council and Housing Successor Meeting.

BACKGROUND

Not applicable.

FISCAL IMPACT

There is no fiscal impact associated with this 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 change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378. The City Council minutes are not subject to CEQA. No additional environmental review is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal B - Support community engagement and advocacy

Respectfully Submitted,

Helen Dreyer, Assistant City Clerk

Carmen Avalos, City Clerk

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

Dominick Casey, City Manager

ATTACHMENTS:

Description

December 7, 2022



MINUTES

December 7, 2022

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

The meeting may be viewed on Comcast channel 14, Consolidated Communications channel 73, and AT&T U-Verse. City Council meetings are also video streamed live on the City's website at roseville.ca.us/watch and roseville.ca.us/agenda, and the City's YouTube channel at youtube.com/CityofRosevilleCa.

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

1. CALL TO ORDER

Mayor Krista Bernasconi called the meeting to order at 6:03 p.m.

2. ROLL CALL

Present: Houdesheldt, Alvord, Roccucci, Mendonsa, Bernasconi

3. PLEDGE OF ALLEGIANCE

Larry Rupp led the Pledge of Allegiance.

4. MEETING PROCEDURES

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

5. PUBLIC COMMENTS

Bev Purcell - Spoke on being a City of Roseville mobile homeowner.

Jim Davis - Spoke on concerns of the economic future of mobile homeowners.

Dorothy Ron - Spoke on concerns of affordable housing for mobile homeowners.

Michelle Moening - Spoke on being a mobile homeowner and concern on rent increases.

6. CONSENT CALENDAR

BEGINNING OF CONSENT CALENDAR

Motion by Bruce Houdesheldt, seconded by Tracy Mendonsa, to approve the Consent Calendar as presented. The Motion Passed.

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

Minutes

6.1. Minutes of Prior Meetings

Memo from Assistant City Clerk Helen Dreyer and City Clerk Carmen Avalos recommending the City Council approve the minutes of the October 26, 2022 City Council Closed Session and November 2, 2022 City Council Meeting.

CC #: 2443

File #: 0102-03

CONTACT: Helen Dreyer 916-774-5356 hdreyer@roseville.ca.us

Bids / Purchases / Services

6.2. Fire Safety Equipment and Supplies - Purchase Order Increase

Memo from Assistant Fire Chief Jason Rizzi and Fire Chief Rick Bartee recommending the City Council adopt RESOLUTION NO. 22-445 APPROVING AN INCREASE IN THE PURCHASE ORDER FOR FIRE SAFETY EQUIPMENT AND SUPPLIES. Staff requests Council increase the value of the existing Council approved purchase order with L.N. Curtis & Sons to a not-to-exceed amount of \$750,000 for fire safety equipment and supplies, for purchases made on an as-needed basis by the Fire Department, utilizing the League of Oregon Cities contract through National Purchasing Partners. Staff also requests authorization to continue renewing the contract without further Council approval, upon verification of the approved optional renewal years on the piggyback contract, until the contract expires or until staff determines that continuing with the same vendor is not in the City's best interest. The total estimated cost for Fire Department supplies will be \$750,000 for the remaining initial term of the cooperative agreement from July 1, 2022 to March 17, 2023. Funding is included in the Fire Department's FY2022-23 budget in the General Fund and will also be recommended in future fiscal year budgets.

CC #: 2435

File #: 0203-12

CONTACT: Jason Rizzi 916-774-5802 jrizzi@roseville.ca.us

6.3. Adventure Club Modular Buildings - Contract Purchase Agreements

Memo from Parks, Recreation & Libraries Superintendent Rob Nakamura and Parks, Recreation & Libraries Director Jill Geller recommending the City Council adopt RESOLUTION NO. 22-429 APPROVING A CONTRACT PURCHASE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND CLASS LEASING, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (3002611); and adopt RESOLUTION NO. 22-430 APPROVING A CONTRACT PURCHASE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND CLASS LEASING, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (3002631). Staff requests Council approve piggyback contract purchase agreements with Class Leasing LLC in the amounts of \$390,932.97 and \$394,212.98. Class Leasing LLC will provide the new Adventure Club modular facilities at Westbrook Elementary School and Rex Fortune Elementary Schools to provide before and after school services. Both new elementary schools are scheduled to open in August of 2023. An interfund loan from the Fleet Replacement Fund to the Youth Development Fund was approved by City Council on September 7, 2022 to purchase and install the Adventure Club facilities. Staff also requests authorization to approve change order requests in an amount not to exceed 10% of the contract amount. There is no General Fund impact.

CC #: 2419

File #: 0704

CONTACT: Rob Nakamura 916-774-5135 rnakamura@roseville.ca.us

6.4. Martha Riley Library Boiler Replacement Project - Change Order Authority

Memo from Project Coordinator Rebecca McCoy and Public Works Director Jason Shykowski recommending the City Council adopt RESOLUTION NO. 22-426 APPROVING AN INCREASE IN CHANGE ORDER AUTHORITY. Staff requests Council approve an increase to the change order authority for the Martha Riley Library Boiler Replacement Project. On August 8, 2021, Council awarded the Martha Riley Library Boiler Replacement project to Mesa Energy Systems, Inc. dba EMCOR Services Mesa Energy \$145,692 as well as a 10% (\$14,569.20) construction contingency bringing the total contract amount to \$160,261.20. Due to increased material costs throughout the project, staff is requesting authorization to approve change orders for an amount not to exceed 15% of the contract amount (\$21,853.80) and authorization for the Public Works Director to approve change order requests as needed. The updated maximum contract amount will be \$167,545.80. Funding for change orders is available in the existing Capital Improvement Project budget. This request has no additional fiscal impact to the General Fund.

CC #: 2415

File #: 0203-09

CONTACT: Rebecca McCoy 916-774-5706 ramccoy@roseville.ca.us

6.5. Fleet Equipment and Truck Purchases – Purchase Orders

Memo from Acting Fleet Manager Brandy LeBeau and Public Works Director Jason Shykowski recommending the City Council approve a purchase order to Nixon-Egli Equipment Company of Southern California, Inc. dba Nixon-Egli for one (1) Wirtgen W120FTi cold milling machine utilizing Sourcewell contract# 060122-WAI in the amount of \$608,420; and approve a purchase order to GAPVAX, Inc. for one (1) Peterbilt with a GapVax HV44 hydro excavator body utilizing Sourcewell contract# 101221-GPV in the amount of \$640,071. Funding for the equipment and vehicle is included in the FY2022-23 Fleet Replacement budget.

CC #: 2422

File #: 0203-01

CONTACT: Brandy LeBeau 916-774-5531 blebeau@roseville.ca.us

6.6. Fleet Services Management Information System Replacement - Contract Purchase Agreement

Memo from Management Analyst Brandy LeBeau and Public Works Director Jason Shykowski recommending the City Council adopt RESOLUTION NO. 22-437 APPROVING A CONTRACT PURCHASE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND TT FASTER LLC DBA FASTER ASSET SOLUTIONS, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (3002584). Staff requests approval of a contract with FASTER Asset Solutions for the Fleet Management Information System Replacement Project not to exceed \$217,855. Additionally, staff requests approval for a 10% contingency, not to exceed \$21,785, should other items surface that increase costs. Funding for this project was approved in the FY2019-20 budget, and sufficient resources are available to cover the contract and requested contingency. This project will not impact the General Fund. Funds are provided by the Fleet Services and Fleet Replacement Funds.

CC #: 2424

File #: 0203-02

CONTACT: Brandy LeBeau 916-774-5531 blebeau@roseville.ca.us

6.7. Pest Control Management - Contract Purchase Agreement

Memo from Administrative Technician Darci Carpenter and Public Works Director Jason Shykowski recommending the City Council adopt RESOLUTION NO. 22-443 APPROVING A CONTRACT PURCHASE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND NEIGHBORLY PEST MANAGEMENT, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (3002597). Staff requests Council approve a contract purchase agreement with Neighborly Pest Management, Inc. to provide pest control services on a scheduled and as-needed basis. The total amount of the agreement is \$150,000. Staff also requests

authorization to utilize the optional renewal years of the bid contract without further City Council approval, provided that the applicable budget is approved by the City Council each year, or until City staff determines that continuing with the same vendor is not in the City's best interest. Funding is included in the Building Maintenance, Environmental Utilities, Electric, Street Maintenance, and Park Maintenance FY2022-23 budgets.

CC #: 2430

File #: 0203-04

CONTACT: Darci Carpenter 916-774-5702 drcarpenter@roseville.ca.us

6.8. Sodium Hypochlorite Generation Cells - Sole Source Purchase Order

Memo from Preventative Maintenance Coordinator Blaine Wiegel and Environmental Utilities Director Richard Plecker recommending the City Council authorize a sole source purchase order with Ryan Process, Inc. in the amount of \$178,823.82 for the purchase of sodium hypochlorite generation cells for the Dry Creek Wastewater Treatment Plant. Funding will be provided from the approved Environmental Utilities Department FY2022-23 Wastewater Operations Fund budget.

CC #: 2409

File #: 0203-03

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

6.9. Submersible Pumps and Associated Parts - Sole Source Purchase Order

Memo from Associate Engineer Rana Moore and Environmental Utilities Director Richard Plecker recommending the City Council adopt RESOLUTION NO. 22-422 APPROVING A PURCHASE ORDER FOR SUBMERSIBLE PUMPS AND PARTS. Staff requests Council approve a sole source purchase order for submersible pumps and associated parts for the Pump Station 26 and Force Main Capacity Improvement Project in the amount of \$165,048.77. In addition, staff requests authority for the City Manager or his designee to approve up to a ten percent (10%) contingency in the amount of \$16,504.88 for unforeseen inflated material and/or shipping costs, bringing the total of the request to \$181,553.65. Funding is provided from the South Placer Wastewater Authority budget.

CC #: 2410

File #: 0203-09

CONTACT: Rana Moore 916-774-5581 rcmoores@roseville.ca.us

6.10. Ultraviolet Disinfection Equipment - Sole Source Purchase Order

Memo from Preventative Maintenance Coordinator Blaine Wiegel and Environmental Utilities Director Richard Plecker recommending the City Council approve a sole source purchase order with Trojan Technologies Corp. in the amount of \$2,180,429 for the purchase of ultraviolet disinfection equipment at the Pleasant Grove Wastewater Treatment Plant. Funding will be provided from the approved Environmental Utilities Wastewater project budget, financed by the South

Placer Wastewater Authority.

CC #: 2420

File #: 0203-09

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

6.11. Technology Equipment - Purchase Order

Memo from Electric Technology System Administrator Sage Armstrong and Electric Utility Director Daniel Beans recommending the City Council approve a purchase order with CDW-G to support and maintain Roseville Electric Utility distribution and generation computer-based control systems. The estimated cost for FY2022-23 of \$220,000 is included in the Electric Fund budget. Funding for the remainder of the contract will be budgeted each fiscal year.

CC #: 2411

File #: 0203-06

CONTACT: Sage Armstrong 916-223-9729 sarmstrong@roseville.ca.us

Resolutions

6.12. Barton Road Water Treatment Plant Solar Energy and Storage System Project - Grant Application Amendments

Memo from Environmental Utilities Assistant Director Sean Bigley and Environmental Utilities Director Richard Plecker recommending the City Council adopt RESOLUTION NO. 22-428 AMENDING RESOLUTION 22-206 AND APPROVING A GRANT APPLICATION TO THE UNITED STATES DEPARTMENT OF COMMERCE, ECONOMIC DEVELOPMENT ADMINISTRATION, AND AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE ALL RELATED FORMS AND AGREEMENTS ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests Council approve the Barton Road Water Treatment Plant Solar Energy and Storage System Project grant application under the Department of Commerce, Economic Development Administration's (EDA) Economic Adjustment Assistance Program that was submitted by the City on July 4, 2022; and provide an update on the initial review of Roseville's grant application by the EDA and proposed changes to the City's grant application to increase competitiveness. If the City's Department of Commerce, Economic Development Administration grant application is approved, the revised total project costs will be \$6,592,877, with \$4,615,013.90 in federal grant funds and \$1,977,863.10 in local matching funds from the Water Rehabilitation Fund which is funded by water utility sales.

CC #: 2418

File #: 0800-02 & 0214

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

6.13. Schedule of User and Regulatory Fees - Addition of Hydrant Backflow Assembly Deposit

Memo from Water Distribution Superintendent Michael Simi and Environmental Utilities Director Richard Plecker recommending the City Council adopt RESOLUTION NO. 22-455 ADOPTING AN AMENDED SCHEDULE OF USER AND REGULATORY FEES. Staff requests Council approve adding a new initial deposit fee for rental of a hydrant backflow meter assembly. Expenses for these devices and potential revenue from deposits are in the Water Operations Fund. The only fiscal impact related to the addition of this user fee is that the Water Utility would recover more of the costs related to the rental of these devices.

CC #: 2439

File #: 0215

CONTACT: Michael Simi 916-774-5753 mvsimi@roseville.ca.us

6.14. Pleasant Grove Wastewater Treatment Plant Energy Recovery Project - Natural Gas Service Agreement

Memo from Senior Engineer Tracie Mueller and Environmental Utilities Director Richard Plecker recommending the City Council adopt RESOLUTION NO. 22-454 APPROVING A NATURAL GAS SERVICE AGREEMENT, BY AND BETWEEN PACIFIC GAS AND ELECTRIC COMPANY AND THE CITY OF ROSEVILLE, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests Council approval of a Pacific Gas & Electric Company (PG&E) Natural Gas Service Agreement for the Pleasant Grove Wastewater Treatment Plant Energy Recovery Project's microturbines and authorization of the City Manager to execute the agreement on behalf of the City. The cost will be based on natural gas usage at PG&E's Gas Schedule G-EG Noncore Natural Gas Service. Staff anticipates the costs under this agreement will be approximately \$6,000 in FY2022-23 and approximately \$11,000 in FY2023-24 paid to PG&E from the Wastewater Operations Fund, which will be offset by reduced power costs.

CC #: 2438

File #: 0800-02

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

6.15. Campus Oaks Well Site – Acceptance of Irrevocable Offer of Dedication of Land

Memo from Senior Engineer Janice Gainey and Environmental Utilities Director Richard Plecker recommending the City Council adopt RESOLUTION NO. 22-444 ACCEPTING THE IN FEE IRREVOCABLE OFFER OF DEDICATION OF LOT 24 AS OFFERED ON THE LARGE LOT FINAL MAP OF CAMPUS OAKS, AND AUTHORIZING THE CITY MANAGER TO EXECUTE ANY AND ALL DOCUMENTS AS MAY BE NECESSARY TO EFFECT THE RECORDATION AND ENFORCEMENT OF THIS ACCEPTANCE ON BEHALF OF THE CITY OF ROSEVILLE. Staff is recommending acceptance of an irrevocable Offer of Dedication of land offered on the Large Lot Final Map of Campus Oaks in order to facilitate the construction of the Campus Oaks Well Site. The action requested has no fiscal impact to the City.

CC #: 2431

File #: 1002-04

CONTACT: Janice Gainey 916-774-5535 jrgainey@roseville.ca.us

6.16. Roseville Electric Utility Physical Security Plan Update

Memo from Electric Risk and Compliance Supervisor Petra Wallace and Electric Utility Director Dan Beans recommending the City Council adopt RESOLUTION NO. 22-452 APPROVING THE ROSEVILLE ELECTRIC UTILITY PHYSICAL SECURITY PLAN. Staff requests Council approve the updated Roseville Electric Utility Physical Security Plan. The initial plan was approved by the City Council on June 16, 2021 with Resolution 21-277. There is no cost associated with the acceptance of the plan.

CC #: 2436

File #: 0800-03

CONTACT: Petra Wallace 916-774-5510 pwallace@roseville.ca.us

6.17. Northwest Roseville Specific Plan Parcel 27 - Workout and Settlement Agreement Amendment

Memo from Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 22-441 THE SEVENTH AMENDMENT TO THE WORKOUT AND SETTLEMENT AGREEMENT REGARDING DELINQUENT SPECIAL TAXES AND SPECIAL ASSESSMENTS LEVIED UPON NWRSP PARCEL 27. Staff requests Council approval of the Seventh Amendment to the Workout and Settlement Agreement with CC Drive, LLC, regarding delinquent special taxes and special assessments levied upon Northwest Roseville Specific Plan Parcel 27. The original agreement was designed to cure the tax defaulted status of this parcel, which is located in the Northwest Roseville Community Facilities District No. 1. The purpose of the proposed seventh amendment is to provide the landowner with additional time to make a lump sum payment of back taxes owed on the property by extending the payment due date from December 10, 2022 to December 10, 2024. The agreement will delay payment of back taxes for Parcel 27A but will not negatively impact bond payments nor increase special taxes for other properties located within the same district. This item has no General Fund impact.

CC #: 2428

File #: 0210 & 0400-04-03-1

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

6.18. North Industrial Plan Area Parcel 50 - Summary Vacation

Memo from Associate Planner Shelby Maples and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 22-439 ORDERING SUMMARY VACATION OF A PUBLIC UTILITY EASEMENT AND AN EMERGENCY VEHICLE ACCESS EASEMENT AT 751 ROSEVILLE PARKWAY. Staff requests Council approval of the summary vacation for a 15-foot-wide Public Utility Easement and a 58-foot-wide Emergency Vehicle Access Easement for a warehouse development at 751 Roseville Parkway. There will be no fiscal impact to the City.

CC #: 2426

File #: 0400-04-18 & 1001-02

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

6.19. Sierra Vista Torrente Phase 1 Subdivision - Final Map and Subdivision Agreement

Memo from Assistant Engineer Kerry Andrews and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 22-418 APPROVING A SUBDIVISION AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND ANTHEM UNITED TORRENTE HOMES LIMITED PARTNERSHIP, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and approve the Sierra Vista Torrente Phase 1 final map. The Engineering Department has completed its review of the final map and found that it is in compliance with the approved tentative map. This map will create 58 residential lots, 4 public landscape lots and 2 public open space lots. The actions requested have no fiscal impact on the City's General Fund.

CC #: 2406

File #: 0400-04-09-1 & 0400-07

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

6.20. Sierra Vista Torrente Phase 2 Subdivision - Final Map and Subdivision Agreement

Memo from Assistant Engineer Kerry Andrews and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 22-419 APPROVING A SUBDIVISION AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND ANTHEM UNITED TORRENTE HOMES LIMITED PARTNERSHIP, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and approve the Sierra Vista Torrente Phase 2 final map. The Engineering Department has completed its review of the final map and found that it is in compliance with the approved tentative map. This map will create 57 residential lots. The actions requested have no fiscal impact on the City's General Fund.

CC #: 2407

File #: 0400-04-09-1 & 0400-07

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

6.21. Sierra Vista Torrente Phase 3 Subdivision - Final Map and Subdivision Agreement

Memo from Assistant Engineer Kerry Andrews and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 22-420 APPROVING A SUBDIVISION AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND ANTHEM UNITED TORRENTE HOMES LIMITED PARTNERSHIP, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and approve the Sierra Vista Torrente Phase 3 final map. The Engineering Department has completed its review of the final map and found that it is in compliance with the approved tentative map. This map will create 44 residential lots and 5 public

landscape lots. The actions requested have no fiscal impact on the City's General Fund.

CC #: 2408

File #: 0400-04-09-1 & 0400-07

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

6.22.401 Oak Street Demolition Project - Change Order Authority

Memo from Project Coordinator Rebecca McCoy and Public Works Director Jason Shykowski recommending the City Council adopt RESOLUTION NO. 22-422 APPROVING CHANGE ORDER AUTHORITY. Staff requests Council approve change order authority for the 401 Oak Street Demolition Project. On July 21, 2021, Council awarded the 401 Oak Street Demolition Project to Double B Demolition in the amount of \$550,000. At the time of contract award, staff did not request change order authority. Due to contaminated soil at the site, staff is requesting authorization to approve change orders for an amount not to exceed 15% (\$82,500) of the contract amount and authorization for the Public Works Director to approve change order requests as needed. The updated maximum contract amount will be \$632,500. Funding for change orders is available in the existing capital improvement project budget. This request has no additional fiscal impact to the General Fund.

CC #: 2412

File #: 0203-04

CONTACT: Rebecca McCoy 916-774-5706 ramccoy@roseville.ca.us

6.23. Infrastructure Plan for Fleet Electrification - Professional Service Agreement

Memo from Acting Fleet Manager Brandy LeBeau and Public Works Director Jason Shykowski recommending the City Council adopt RESOLUTION NO. 22-438 APPROVING A PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND FRONTIER ENERGY, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests approval of an agreement with Frontier Energy, Inc. for a Fleet Electrification Plan for a total cost of \$120,917. Funding for this professional services agreement is included in the FY2022-23 Fleet Services Fund budget.

CC #: 2425

File #: 0800-04

CONTACT: Brandy LeBeau 916-774-5531 blebeau@roseville.ca.us

6.24.290 Conference Center Drive - Maintenance Agreement

Memo from Assistant Transportation Planner Suzanne Engelke and Public Works Director Jason Shykowski recommending the City Council adopt RESOLUTION NO. 22-427 APPROVING A MAINTENANCE AGREEMENT FOR 290 CONFERENCE CENTER DRIVE, BY AND BETWEEN THE CITY OF ROSEVILLE AND ROSEVILLE JUNCTION, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF

ROSEVILLE. Staff requests Council approve a Maintenance Agreement with Roseville Junction, LLC, owner of the property at 290 Conference Center Drive, that outlines the financial obligations for bike trail maintenance and future needed improvements for all parties once the bike trail within this property is constructed. There is no impact or cost to the General Fund. The developer shall be responsible for all maintenance, repair, and replacement of the other improvements.

CC #: 2416

File #: 0721-05

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

6.25.Dry Creek Greenway East Phase 1 Project - Agreements for Acquisition of Real Property and Escrow Instructions

Memo from Associate Engineer Cathy Gosalvez and Public Works Director Jason Shykowski recommending the City Council adopt RESOLUTION NO. 22-446 APPROVING AN AGREEMENT FOR ACQUISITION OF REAL PROPERTY (ESCROW INSTRUCTIONS) FOR THE DRY CREEK GREENWAY EAST PROJECT, BY AND BETWEEN THE CITY OF ROSEVILLE AND CIRBY HILLS TOWNHOMES HOMEOWNERS ASSOCIATION; and adopt RESOLUTION NO. 22-447 APPROVING AN AGREEMENT FOR ACQUISITION OF REAL PROPERTY (ESCROW INSTRUCTIONS) FOR THE DRY CREEK GREENWAY EAST PROJECT, BY AND BETWEEN THE CITY OF ROSEVILLE AND FALLCREEK ROSEVILLE PARTNERS., L.P., A CALIFORNIA LIMITED PARTNERSHIP; and adopt RESOLUTION NO. 22-448 APPROVING AN AGREEMENT FOR ACQUISITION OF REAL PROPERTY (ESCROW INSTRUCTIONS) FOR THE DRY CREEK GREENWAY EAST PROJECT, BY AND BETWEEN THE CITY OF ROSEVILLE AND DONALD L. BARNES AND MARSHA G. BARNES AS TRUSTEES OF THE BARNES FAMILY REVOCABLE TRUST, UDT JULY 25, 2007; and adopt RESOLUTION NO. 22-449 APPROVING AN AGREEMENT FOR ACQUISITION OF REAL PROPERTY (ESCROW INSTRUCTIONS) FOR THE DRY CREEK GREENWAY EAST PROJECT, BY AND BETWEEN THE CITY OF ROSEVILLE AND DAVID C. LITTLEFIELD AND BEVERLY A. LITTLEFIELD, TRUSTEES OF THE LITTLEFIELD FAMILY TRUST, DATED MARCH 9, 2006; and adopt RESOLUTION NO. 22-450 APPROVING AN AGREEMENT FOR ACQUISITION OF REAL PROPERTY (ESCROW INSTRUCTIONS) FOR THE DRY CREEK GREENWAY EAST PROJECT, BY AND BETWEEN THE CITY OF ROSEVILLE AND RICHARD E. KNUTSON AND ANNA L. KNUTSON; and adopt RESOLUTION NO. 22-451 APPROVING AN AGREEMENT FOR ACQUISITION OF REAL PROPERTY (ESCROW INSTRUCTIONS) FOR THE DRY CREEK GREENWAY EAST PROJECT, BY AND BETWEEN THE CITY OF ROSEVILLE AND ANGELO SIMONE. Staff requests Council approve Agreements for Acquisition of Real Property and Escrow Instructions for the purchase of property for the Dry Creek Greenway East Trail Project with Cirby Hills Townhomes Homeowners Association in the amount of \$1,700, with Fallcreek Roseville Partners, L.P. in the amount of \$1,550, with the Barnes in the amount of \$17,200, with the Littlefields in the amount of \$12,600, with the Knutsons in the amount of \$15,600, and with Mr. Simone in the amount of \$20,450. The Dry Creek Greenway East trail project is a proposed paved multi-use trail along Dry, Cirby, and Linda Creeks from Darling Way/Riverside Avenue to the City limits at S. Cirby Way/Old

Auburn Road. Funding for this real property acquisition is from Local Transportation Funds. No General Fund resources are being used.

CC #: 2433

File #: 1002

CONTACT: Cathy Gosalvez 916-746-1300 cgosalvez@roseville.ca.us

6.26. Washington Boulevard/Andora Bridge Widening Phase 1 (Washington Boulevard Bikeway and Pedestrian Pathways Project) - Notice of Completion

Memo from Assistant Engineer Karen Vences and the Public Works Director Jason Shykowski recommending the City Council adopt RESOLUTION NO. 22-423 ACCEPTING THE PUBLIC WORK KNOWN AS THE WASHINGTON BOULEVARD/ANDORA BRIDGE WIDENING PHASE 1 (WASHINGTON BOULEVARD BIKEWAY AND PEDESTRIAN PATHWAYS PROJECT), APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING THE PUBLIC WORKS DIRECTOR TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE. The project widened Washington Boulevard from Sawtell Road to just north of Kaseberg Drive, and from just north of the Andora Underpass to Pleasant Grove Boulevard. Additionally, the project constructed a multi-use path on the east side of Washington Boulevard from just north of All America City Boulevard to the existing path at the Andora Undercrossing, installed a new traffic signal at Kaseberg Drive, and improved pedestrian and bicycle crossings at existing traffic signals along Washington Boulevard between Junction Boulevard and Pleasant Grove Boulevard. The project was funded by an Active Transportation Program grant, a Congestion Mitigation Air Quality grant, Local Transportation Fund, Electric Fund - Traffic Signal Maintenance, and Traffic Mitigation Fund resources. No General Fund resources were used for this project.

CC #: 2413

File #: 0900-04-02

CONTACT: Karen Vences 916-746-1300 kavences@roseville.ca.us

6.27. Park and Landscape Maintenance - Services Agreement Amendment

Memo from Parks, Recreation & Libraries Superintendent Eric Dexter and Parks, Recreation & Libraries Director Jill Geller recommending the City Council adopt RESOLUTION NO. 22-442 APPROVING A SECOND AMENDMENT TO PARK AND LANDSCAPE MAINTENANCE SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND CAGWIN & DORWARD, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests Council approval of the second amendment to Park and Landscape Maintenance Services Agreement with Cagwin & Dorward, LLC. Compensation for the work during the term of this new agreement shall not exceed \$12,231,000, which includes ongoing annual maintenance, extra work and projects. Compensation for changes in the work as may be directed in writing by the City shall not exceed \$1,064,000, and may include added areas, new parks, new street landscaping, etc. Total compensation for the entire agreement shall not exceed \$13,295,000 through the contract end date of December 31, 2024. The funding for each year's annual maintenance contract will be included in the Parks, Recreation and

Libraries, Public Works, Roseville Electric, Environmental Utilities, and Community Facilities District and Landscape and Lighting District operating budgets. Contract authority will be limited to amounts as approved in each fiscal year's budget.

CC #: 2430

File #: 0704

CONTACT: Eric Dexter 916-746-1769 edexter@roseville.ca.us

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

6.28.2022 Building Standards Code Adoption

Memo from Assistant Fire Chief Jason Rizzi and Fire Chief Rick Barteo recommending the City Council adopt ORDINANCE NO. 6571 OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING SECTION 16.04.100 OF CHAPTER 16.04, RE-ADOPTING AND AMENDING SECTION 16.04.310 OF CHAPTER 16.04, AND REPEALING SECTION 16.04.830 OF CHAPTER 16.04, AMENDING SECTIONS 16.16.020 OF CHAPTER 16.16, RE-ADOPTING SECTION 16.16.030 OF CHAPTER 16.16, AMENDING SECTIONS 16.16.040, 16.16.050, 16.16.060, 16.16.110 AND 16.16.130 OF CHAPTER 16.16 OF TITLE 16 OF THE ROSEVILLE MUNICIPAL CODE REGARDING BUILDINGS AND CONSTRUCTION, for second reading and adoption; and adopt ORDINANCE NO. 6572 OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING SECTION 16.04.100 OF CHAPTER 16.04, RE-ADOPTING AND AMENDING SECTION 16.04.310 OF CHAPTER 16.04, AND REPEALING SECTION 16.04.830 OF CHAPTER 16.04, AMENDING SECTIONS 16.16.020 OF CHAPTER 16.16, RE-ADOPTING SECTION 16.16.030 OF CHAPTER 16.16, AMENDING SECTIONS 16.16.040, 16.16.050, 16.16.060, 16.16.110 AND 16.16.130 OF CHAPTER 16.16 OF TITLE 16 OF THE ROSEVILLE MUNICIPAL CODE REGARDING BUILDINGS AND CONSTRUCTION, AND DECLARING THIS ORDINANCE TO BE EFFECTIVE DECEMBER 7, 2022 AS AN URGENCY ORDINANCE. Staff requests Council adopt an urgency ordinance amending Title 16 of the Roseville Municipal Code, which prescribes regulations governing building standards and conditions hazardous to life and property, and declaring the ordinance to be effective December 7, 2022 as an urgency ordinance.

CC #: 2404

File #: 0501

CONTACT: Jason Rizzi 916-774-5802 jrizzi@roseville.ca.us

Jim Mangino 916-774-5390 jmangino@roseville.ca.us

6.29.State of California Office of Traffic Safety - Grant Award & Budget Adjustment

Memo from Management Analyst Mark Peinado and Police Chief Troy Bergstrom recommending the City Council adopt RESOLUTION NO. 22-457 ACCEPTING A GRANT AWARD FROM THE STATE OF CALIFORNIA - OFFICE OF TRAFFIC SAFETY; and adopt ORDINANCE NO. 6578 AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2022-23 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff requests Council accept a Grant Award

from the California Office of Traffic Safety in the amount of \$175,000 and authorize the City Manager or his designee to execute the required documents on behalf of the City. Additionally, staff requests Council approve a budget adjustment in the amount of \$175,000 in the City's Grants Fund. Funding from this Grant will be used to increase traffic safety enforcement patrols and purchase traffic safety equipment. This grant will have no net impact on the City's General Fund.

CC #: 2441

File #: 0323 & 0214 & 0201-01

CONTACT: Mark Peinado 916-774-5021 mcpeinado@roseville.ca.us
Scott Blynn 916-746-1076 sblynn@roseville.ca.us
Rob Baquera 916-774-5015 rbaquera@roseville.ca.us

6.30. Communication Software Licensing - License Agreement Amendments and Budget Adjustment

Memo from Management Analyst Mark Peinado and Police Chief Troy Bergstrom recommending the City Council adopt RESOLUTION NO. 22-453 APPROVING AGREEMENT AMENDMENTS BY AND BETWEEN THE CITY OF ROSEVILLE AND TYLER TECHNOLOGIES INC.; and adopt ORDINANCE NO. 6575 AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2022-23 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff requests Council approve two amendments authorizing payment of \$106,667 to Tyler Technologies Inc. for software and services provided by Tyler Technologies. Additionally, staff requests Council approve a budget adjustment in the amount of \$33,691. The Encoder interface cost of \$3,720 is to be paid from the Fire Station Alerting System Replacement Project Capital Improvement Project. The Lenslock Body Worn Camera Interface is \$14,400 to be paid from the Police Department's General Fund budget. Mobility Crewforce is \$9,196 to be paid by the Fire Department's General Fund budget. The cost of the Mobility Shieldforce is \$79,351; the Police Department has a credit of \$45,660.33 with Tyler Technologies that will be applied to the invoice bringing the cost of Mobility Shieldforce to \$33,690.67. The recommend budget adjustment will increase the software budget in the Supplemental Law Enforcement Fund by \$33,691.

CC #: 2432

File #: 0323 & 0201-01

CONTACT: Mark Peinado 916-774-5021 mcpeinado@roseville.ca.us
Claudia Harlan 916-774-5003 charlan@roseville.ca.us

6.31. Dry Creek Wastewater Treatment Plant Shop Building Office Addition Project – Budget Adjustment

Memo from Preventative Maintenance Coordinator Blaine Wiegel and Environmental Utilities Director Richard Plecker recommending the City Council adopt ORDINANCE NO. 6576 AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2022-23 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff requests Council approve a budget adjustment for a total of \$200,000 from the Water, Wastewater, and Waste Services Operations Funds for

the construction of three internal offices in the Shop Building at the Dry Creek Wastewater Treatment Plant for staff shared among the Water, Wastewater, and Waste Services Utilities.

CC #: 2434

File #: 0900-02-02-1 & 0201-01

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

6.32. Hewlett Packard Campus Oaks Community Facilities District - Budget Adjustment

Memo from Parks, Recreation & Libraries Superintendent Eric Dexter and Parks, Recreation & Libraries Director Jill Geller recommending the City Council adopt ORDINANCE NO. 6574 AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2022-23 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff requests Council approval of a budget adjustment in the Hewlett Packard (HP) Campus Oaks Community Facilities District (CFD) for a total of \$40,000. The recommended budget adjustment will provide resources for landscape repairs and American with Disabilities Act improvements. The fund balance in the HP Campus Oaks CFD is sufficient to accommodate this request. There is no impact to the General Fund.

CC #: 2405

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

CONTACT: Eric Dexter 916-746-1769 edexter@roseville.ca.us

6.33. Sierra Vista Torrente Phase I CG-81 Trail Project - Reimbursement Agreement and Budget Adjustment

Memo from Assistant Transportation Planner Suzanne Engelke and Public Works Director Jason Shykowski recommending the City Council adopt RESOLUTION NO. 22-456 APPROVING A CITY/DEVELOPER REIMBURSEMENT AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND ANTHEM UNITED TORRENTE HOMES LIMITED PARTNERSHIP, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 6577 AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2022-23 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff recommends the City Council approve the Reimbursement Agreement for the Sierra Vista Torrente Phase I CG-81 Trail project between the City and Anthem United Torrente Homes Limited Partnership and approve a budget adjustment in the amount of \$100,117 for the construction of the Sierra Vista Torrente Phase I CG-81 Trail project. The developer, Anthem United Torrente Homes Limited Partnership, will pay up front costs for the construction of the trail at an estimated cost of \$100,117. Reimbursement will be provided through bike trail development fees collected for Sierra Vista Specific Plan. There is no fiscal impact to the General Fund.

CC #: 2440

File #: 0400-04-12 & 0201-01

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

Reports / Requests

6.34. Sierra Vista Parcels JM-30 and JM-41 - Final Map

Memo from Assistant Engineer Robert Medina and Development Services Director Mike Isom recommending the City Council approve the Sierra Vista Parcels JM-30 and JM-41 final map. Engineering has completed its review of the final map and found that it is in compliance with the approved tentative map. This map will be creating 12 large lots for future development, 1 high density residential lot and 11 community commercial lots. The actions requested have no fiscal impact to the City's General Fund.

CC #: 2402

File #: 0400-04-12-01 & 0400-07

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

6.35. Amoruso Ranch - Phase A1 (Large Lot) - Final Map

Memo from Assistant Engineer Kerry Andrews and Development Services Director Mike Isom recommending the City Council approve the Amoruso Ranch - Phase A1 (large lot) final map. Engineering has completed its review of the final map and found that it is in compliance with the approved tentative map. This map will be creating 47 large lots for future development, 1 commercial lot, 1 public school lot, 1 public fire station lot, 8 public park lots, 16 public open space lots, 22 landscape lots, 1 community facilities lot, 1 public recycling lot, 2 sewer lift station lots, and 1 water facilities distribution lot. The actions requested have no fiscal impact to the City's General Fund.

CC #: 2399

File #: 0400-04-15 & 0400-07

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

6.36. Staffing Changes

Memo from Human Resources Manager Linda Hampton and Human Resources Director Stacey Peterson recommending the City Council approve the citywide position allocation schedule reflecting one new Permit Technician position, the deletion of one Police Records Clerk and the reclassification of four vacant positions. The total impact to the General Fund for the remainder of FY2022-23 is \$54,555. The estimated savings to the Water Operations Fund for the remainder of FY2022-23 is \$6,795.

CC #: 2442

File #: 0600-01

CONTACT: Linda Hampton 916-774-5215 lhampton@roseville.ca.us

6.37. Fiscal Year 2021-2022 Grants Advisory Commission Year End Summary Report

Memo from Housing Manager Trisha Isom and Economic Development Director

Melissa Anguiano recommending the City Council accept an informational report overiewing minor Grants Advisory Commission edits to the application and scoring questions as well as the Citizens Benefit Fund and Roseville Employees Annual Charitable Hearts year-end summary report highlighting non-profit accomplishments for the FY2021-22 grant funding cycle. The proposed changes and summary report are routine in nature and have no impact on the General Fund.

CC #: 2417

File #: 0103-34-02

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

Ceremonial Documents

6.38. Resolution - Shelley Gollender

Commend Shelley Gollender for her 15 years of outstanding service and dedication to the City of Roseville, congratulate her on her many accomplishments, and wish her a long, healthy and enjoyable retirement.

CC #: 2444

File #: 0102-10

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

END OF CONSENT CALENDAR

7. ORDINANCES

7.1. Roseville Electric Energy Surcharge - Roseville Municipal Code Amendment

Memo from Interim Electric Finance Administrator Joanna Cucchi and Electric Utility Director Dan Beans recommending the City Council introduce for first reading an ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING SECTIONS 14.24.040, 14.24.050 AND 14.24.055 OF CHAPTER 14.24 OF TITLE 14 OF THE ROSEVILLE MUNICIPAL CODE REGARDING ELECTRICAL ENERGY. Staff requests Council approve amendments to Section 14.24 of the Municipal Code to reflect Roseville Electric Utility's recommended 8% energy cost surcharge for all customer groups effective February 1, 2023 through December 31, 2024. The proposed rate changes will result in approximately \$25 million in additional revenue for the Electric Fund over the 23 month implementation. The proposed change aligns the revenues collected from customers with the costs of operating the utility to maintaining financial strength and stability consistent with City Council priorities.

CC #: 2356

File #: 0800-03 & 0215

CONTACT: Joanna Cucchi 916-746-1609 jcucchi@roseville.ca.us

Electric Utility Director Dan Beans introduced Interim Electric Finance Administrator Joanna Cucchi who made the presentation to the City Council.

Cesar Hernandez, Roseville resident - Spoke in support of the item.

Steve Cho, Roseville resident - Spoke on the item.

8. PUBLIC HEARING

8.1. North Industrial Plan Area Parcel 56 (2200 Freedom Way) Blue Oaks Commerce Center – Major Project Permit Stage 1 Modification and Major Project Permit Stage 2 Appeal

Memo from Associate Planner Escarlet Mar and Development Services Director Mike Isom recommending the City Council consider the Addendum to the Blue Oaks Commerce Center Initial Study and Mitigated Negative Declaration; and adopt RESOLUTION NO. 22-440 DENYING THE APPEAL FROM THE SEPTEMBER 22, 2022 APPROVAL BY THE PLANNING COMMISSION; ADOPTING THE TWO (2) FINDINGS OF FACT AND APPROVING THE MAJOR PROJECT PERMIT STAGE 1 MODIFICATION SUBJECT TO TEN (10) CONDITIONS OF APPROVAL; AND ADOPTING THE TWO (2) FINDINGS OF FACT AND APPROVING THE MAJOR PROJECT PERMIT STAGE 2 SUBJECT TO NINETY-THREE (93) CONDITIONS OF APPROVAL. Based on the September 22, 2022 Planning Commission hearing, staff recommends Council deny the appeal of the Planning Commission's approval of entitlements related to the Blue Oaks Commerce Center project. The proposed project includes a request for approval of a Major Project Permit (MPP) Stage 1 Modification and MPP Stage 2 to allow construction of four (4) industrial buildings totaling approximately 310,000 square feet in size, which will be located on two (2) parcels totaling 23.94-acres in size. The development of the site will not result in negative impacts to the City's General Fund.

CC #: 2427

File #: 0400-04-18 & 0400-08

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

Rebecca Davis of Lozeau Drury LLP inquired if there would be an opportunity to speak to the item at a later date.

Planning Manager Greg Bitter responded.

Motion by Scott Alvord, seconded by Pauline Roccucci, to continue the item to the January 18, 2023 City Council meeting. The Motion Passed.

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

8.2. Kaiser Inpatient Bed Tower Project - Northeast Roseville Specific Plan Parcel 12 (1600 Eureka Road) - Specific Plan Amendment and Development Agreement Amendment

Memo from Associate Planner Kinarik Shallow and Development Services Director

Mike Isom recommending the City Council consider the Kaiser Permanente Roseville Medical Center Inpatient Bed Tower Project Final Supplemental Environmental Impact Report; and adopt RESOLUTION NO. 22-424 to CONSIDER A CERTIFIED FINAL SUPPLEMENTAL ENVIRONMENTAL IMPACT REPORT RELATING TO THE KAISER PERMANENTE ROSEVILLE MEDICAL CENTER CAMPUS INPATIENT BED TOWER PROJECT, AND ASSOCIATED FINDINGS OF FACT, STATEMENT OF OVERRIDING CONSIDERATIONS, AND MITIGATION MEASURES; and adopt RESOLUTION NO. 22-425 AMENDING THE NORTHEAST ROSEVILLE SPECIFIC PLAN; and introduce for first reading an ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE ADOPTING A FIRST AMENDMENT OF THE DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND KAISER FOUNDATION HOSPITALS AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. The project entitlements will facilitate an expansion of the Kaiser Permanente Roseville Medical Center located at 1600 Eureka Road. The project includes a request for a Specific Plan Amendment (text only) to the Northeast Roseville Specific Plan to modify the minimum setback requirements and an Amendment to the Development Agreement by and between the City of Roseville and Kaiser Foundation Hospitals to address the increased use intensity and vested entitlements. Associated with this request was a Major Project Permit (MPP) Stage 1 Modification and MPP Stage 2, which were approved by the Planning Commission on November 10, 2022, to allow construction of an approximate 278,000-square-foot, six-story inpatient bed tower building; a new 800 stall four-level parking garage with rooftop parking; relocation of the northwest corner loop road; new main hospital entrance and drop off area; expansion of the existing Emergency Department to add 36 new treatment bays; and a new generator yard and internal upgrades to the existing Central Utility Plant. The project is not anticipated to result in any negative impacts to the City's General Fund.

CC #: 2414

File #: 0400-04-02-1

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

Mayor Krista Bernasconi opened the public hearing.

Planning Manager Greg Bitter introduced Associate Planner Kinnie Shallow who made the presentation to the City Council.

Senior Vice President and Area Manager of the Roseville Medical Center, Kim Menzel, spoke in support of the project.

Roseville Medical Center Physician-in-Chief Dr. Rich Florio spoke in support of the project.

Mayor Krista Bernasconi closed the public hearing.

8.3. Formation of Parkside at Sierra Vista Community Facilities District No. 1 (Public

Facilities)

Memo from Management Analyst Jeannine Thrash and Assistant City Manager/Chief Financial Officer Dennis Kauffman recommending the City Council adopt RESOLUTION NO. 22-433 A RESOLUTION CALLING SPECIAL ELECTION OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE REGARDING PARKSIDE AT SIERRA VISTA COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES); and adopt RESOLUTION NO. 22-434 A RESOLUTION DECLARING RESULTS OF SPECIAL ELECTION AND DIRECTING RECORDING OF NOTICE OF SPECIAL TAX LIEN REGARDING PARKSIDE AT SIERRA VISTA COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES); and adopt RESOLUTION NO. 22-435 A RESOLUTION OF FORMATION OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE TO FORM PARKSIDE AT SIERRA VISTA COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES); and adopt RESOLUTION NO. 22-436 A RESOLUTION DETERMINING NECESSITY TO INCUR BONDED INDEBTEDNESS OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE FOR PARKSIDE AT SIERRA VISTA COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES); and adopt ORDINANCE NO. 6573 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE LEVYING SPECIAL TAXES WITHIN CITY OF ROSEVILLE PARKSIDE AT SIERRA VISTA COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES). A developer, FD-24 LLC, has requested to form a Community Facilities District within the Sierra Vista Specific Plan in order to fund certain authorized facilities and fees in the future. The project is approximately 11 acres and will develop 135 medium density residential for-rent units. Because the project consists of for-rent single family homes, bonds will not be issued until after a change in ownership of any parcel within the district. The bond authorization request will be taken to Council at that time. Formation of the district will not impact the City's General Fund.

CC #: 2423

File #: 0206-03-01

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

Mayor Krista Bernasconi opened the public hearing.

Management Analyst Jeannine Thrash made the presentation to the City Council.

No public comment received.

City Clerk Carmen Avalos announced the ballot results:

Eligible Votes: 18

Yes - 18

No - 0

and declared the approval of the ballot proceeding.

Mayor Krista Bernasconi closed the public hearing.

Motion by Tracy Mendonsa, seconded by Bruce Houdesheldt, to adopt RESOLUTION NO. 22-433 A RESOLUTION CALLING SPECIAL ELECTION OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE REGARDING PARKSIDE AT SIERRA VISTA COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES); and adopt RESOLUTION NO. 22-434 A RESOLUTION DECLARING RESULTS OF SPECIAL ELECTION AND DIRECTING RECORDING OF NOTICE OF SPECIAL TAX LIEN REGARDING PARKSIDE AT SIERRA VISTA COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES); and adopt RESOLUTION NO. 22-435 A RESOLUTION OF FORMATION OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE TO FORM PARKSIDE AT SIERRA VISTA COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES); and adopt RESOLUTION NO. 22-436 A RESOLUTION DETERMINING NECESSITY TO INCUR BONDED INDEBTEDNESS OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE FOR PARKSIDE AT SIERRA VISTA COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES); and adopt ORDINANCE NO. 6573 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE LEVYING SPECIAL TAXES WITHIN THE CITY OF ROSEVILLE PARKSIDE AT SIERRA VISTA COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES). The Motion Passed.

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

8.4. Community Development Block Grant – 2022 Annual Action Plan Substantial Amendment and Loan Agreement

Memo from Housing Analyst Kristine Faelz and Economic Development Director Melissa Anguiano recommending the City Council adopt RESOLUTION NO. 22-431 APPROVING THE PROPOSED AMENDMENT TO THE 2022 ANNUAL ACTION PLAN; and adopt RESOLUTION NO. 22-432 APPROVING A LOAN AGREEMENT FOR 1122 SALMON DRIVE PROPERTY ACQUISITION, BY AND BETWEEN THE CITY OF ROSEVILLE AND ADVOCATES FOR MENTALLY ILL HOUSING, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests Council receive public comment on the proposed amendment to the 2022 Annual Action Plan, approve a proposed substantial amendment to the 2022 Annual Action Plan, and approve a loan agreement between the City and AMI Housing, Inc. for the acquisition of property, located 1122 Salmon Drive, to be funded by the Community Development Block Grant. No General Fund resources will be used in the funding of this project.

CC #: 2421

File #: 0113-02

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

Mayor Krista Bernasconi opened the public hearing.

Housing Manager Trisha Isom introduced Housing Analyst Kristine Faelz who made the presentation to the City Council.

No public comment received.

Mayor Krista Bernasconi closed the public hearing.

Motion by Tracy Mendonsa, seconded by Pauline Roccucci, to adopt RESOLUTION NO. 22-431 APPROVING THE PROPOSED AMENDMENT TO THE 2022 ANNUAL ACTION PLAN; and adopt RESOLUTION NO. 22-432 APPROVING A LOAN AGREEMENT FOR 1122 SALMON DRIVE PROPERTY ACQUISITION BY AND BETWEEN THE CITY OF ROSEVILLE AND ADVOCATES FOR MENTALLY ILL HOUSING, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. The Motion Passed.

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

9. REPORTS / PUBLIC COMMENTS

Roseville Resident, Name Unknown - Requested restrictions signage posted on the Washington Boulevard walking trail, and on allowing residents of mobile home parks to purchase the land their home is on.

10. ADJOURNMENT

Mayor Krista Bernasconi adjourned the meeting at 6:59 p.m.



COUNCIL COMMUNICATION

CC #: 2487

File #: 0203-07-01 & 0203-07-02 & 0203-07-03

Title: Distribution Transformers, 15kV Cable, and Dead-front Padmount Switchgear - Increase to Purchase Orders

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

Meeting Date: 1/18/2023

Item #: 7.2.

RECOMMENDATION TO COUNCIL

Recommend Council approve increased total purchase order authority for the following Purchase Orders:

- Distribution Transformers (RFQ 10-3177) from \$12,000,000 to \$15,000,000
- Dead-front Padmount Switchgear (RFQ 10-3184) from \$5,000,000 to \$7,000,000
- 15kV Cable (RFQ 10-3253) from \$10,000,000 to \$14,000,000

BACKGROUND

After formal bids were issued, purchase orders were awarded to multiple vendors for Distribution Transformers (RFQ 10-3177) and Dead-front Padmount Switchgear (RFQ 10-3184) on October 17, 2018 (both with final optional renewal years expiring on June 30, 2023) and for 15kV Cable (RFQ 10-3253) on May 20, 2020 (with final optional renewal year expiring on June 30, 2025). The Electric Department has an ongoing need for the materials purchased on these purchase orders in order to support new development, distribution system upgrades and maintenance activities.

The original spending estimates for each of these Purchase Orders was based on the best information at the time. Since then, new development activity has nearly doubled (which represents the majority of the materials purchased under these Purchase Orders) and equipment pricing has increased substantially since contract award due to the rise in raw material costs and pandemic related supply chain issues.

FISCAL IMPACT

The recommended increases in total Purchase Order authority for each of the Purchase Orders are as follows:

- Distribution Transformers (RFQ 10-3177) from \$12,000,000 to \$15,000,000

- Dead-front Padmount Switchgear (RFQ 10-3184) from \$5,000,000 to \$7,000,000
- 15kV Cable (RFQ 10-3253) from \$10,000,000 to \$14,000,000

Purchase of these materials is done on an as-needed basis; there are no guaranteed spending amounts for any of the contracts. Funding is included in the Electric Fund budget for FY2022-23 and future year funding will be included in proposed Electric Department budgets.

ENVIRONMENTAL REVIEW

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

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

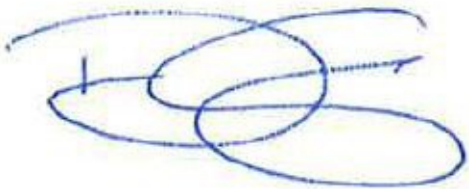
Goal E - Deliver exceptional city services

Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Ozro Corulli, Senior Power Engineer

Daniel Beans, Electric Utility 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



COUNCIL COMMUNICATION

CC #: 2502
File #: 0203-06

Title:	Electric Control System Historian Software – Sole Source Contract Purchase Agreement
Contact:	Leonard Ladd 916-774-5699 lladd@roseville.ca.us

Meeting Date: 1/18/2023
Item #: 7.3.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution to approve a sole source contract purchase agreement (3002637) with OSISoft, LLC to provide annual software support and to purchase additional licenses for Roseville Electric Utility, and authorize the City Manager to execute it.

BACKGROUND

Roseville Electric Utility utilizes Process Information (PI) System software to collect, store and analyze Distribution and Generation industrial control system data. The electric utility has been utilizing this application since 2006 to support compliance reporting, equipment troubleshooting, manual data logging, and monitoring of overall system performance. OSISoft provides this proprietary software and is the sole source for licensing and support. This sole source service agreement with OSISoft LLC allows Roseville Electric Utility to maintain, support, and expand the PI System.

FISCAL IMPACT

The total cost of the professional service agreement is \$153,928.50. Funding is included in the FY2022-23 Electric Fund budget.

ENVIRONMENTAL REVIEW

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

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

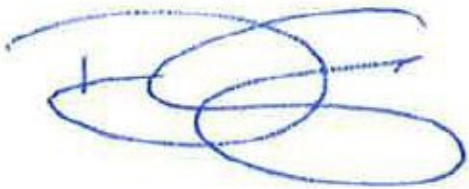
Goal E - Deliver exceptional city services

Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Leonard Ladd, Senior Electric Technology Systems Analyst

Daniel Beans, Electric Utility Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 23-026

OSISoft LLC Contract

RESOLUTION NO. 23-026

APPROVING A SOLE SOURCE CONTRACT PURCHASE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND OSISOFT LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a sole source contract purchase agreement (3002637) for the purchase of Electric Control System Historian Software, between the City of Roseville and OSISoft LLC, has been reviewed by the Council; and

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

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 2023, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



Contract Purchase Agreement 3002637

Supplier Details:

Company Osisoft LLC
Contact Samantha Baribeault
Address 1600 Alvarado Street

San Leandro, CA 94577

Submit your response to:

Company City of Roseville
Contact "Becky" Rebecca Philipp
Address Purchasing Division
311 Vernon St
Roseville, CA 95678
Phone (916) 746-1110
Fax (916) 746-1115
E-mail BPhilipp@roseville.ca.us

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

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

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

Sole proprietorship - **By owner**

Partnership - **Any general partner**

Corporation - **Two options:**

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

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

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

Insurance requirements:

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



Contract Purchase Agreement 3002637

Agreement	3002637
Agreement Date	14-NOV-2022
Change Order	2
Change Order Date	08-DEC-2022
Revision	2
Agreement Amount	153,928.50 USD

Invoice To **City of Roseville**
Accounts Payable
311 Vernon St
ROSEVILLE CA 95678

Phone: (916) 774-5488
Fax: (916) 784-3796
Email: accountspayable@roseville.ca.us

Supplier **Osisoft LLC**
1600 Alvarado Street

San Leandro, CA 94577

Phone: (510) 877-9374
Fax: ()
Email: samantha.baribeault@aveva.com

Description of Labor, equipment and/or materials: VENDOR SHALL PROVIDE ANNUAL SUPPORT, LICENSES, MAINTENANCE AND UPGRADES FOR THE SOFTWARE RELIANCE PROGRAM (SRP) IN ACCORDANCE WITH ATTACHED OSISOFT, LLC QUOTES Q-157580, Q-157564 AND Q-157579 DATED 9/7/22 UTILIZING THE ATTACHED NEGOTIATED ATTACHMENT A - INSURANCE REQUIREMENTS DATED 12/8/22 AND NEGOTIATED 2003072SLA CORPORATE FAMILY SOFTWARE LICENSE AND SERVICES AGREEMENT DATED 1/28/22.

START DATE: UPON EXECUTED AGREEMENT
END DATE: 12/31/23

PLEASE CONTACT STEVE HANCOCK AT (916) 774-5631 OR
SJHANCOCK@ROSEVILLE.CA.US FOR QUESTIONS REGARDING THIS
AGREEMENT.

Customer #	Supplier #	Payment Terms	Freight Terms	FOB	Shipping Method
	13053	Net 30	Freight on Board at the destination	Destination	Best Method
Start Date	End Date	Confirm To			
"Becky" Rebecca Philipp Phone 1-916-746-1110					

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

COR Insurance Over Bid Limit

**ATTACHMENT A
HUMAN RESOURCES/RISK MANAGEMENT DIVISION
INSURANCE REQUIREMENTS
AGREEMENT OVER FORMAL BID LIMIT OR INVOLVING HIGH RISK ACTIVITIES
Negotiated for OSisoft LLC 12/8/22 JC**

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 15 day notice of cancellation must be provided
- List certificate holder as: The City of Roseville - Insurance Compliance, PO Box 100085-R1, Duluth, GA 30096

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

Construction: _____

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

Design Professional: _____

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

Professional Consultant: _____

Professional Liability:
\$1 Million/occurrence

IT Services: _____

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

Hazardous Materials: _____

Pollution Liability:
\$1 Million/occurrence

Special Events/Caterers-Vendors: _____

No auto required
No workers' comp required

Professional Counseling/ Psychological: _____

Professional Liability:

Contract Purchase Agreement 3002637

\$1 Million/occurrence
No auto required

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

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

Insurance Submission Process

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

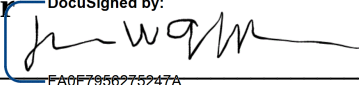
How It Works

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

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

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

DS

Supplier DocuSigned by:
Signature: 
FA0F7950275247A...
Print Name: James W. Griffith
Title: SVP Finance and Treasurer
Date: 12/15/2022



Supplier DocuSigned by:
Signature: 
5A4BF38DEAD54CF...
Print Name: Alistaire Davidson
Title: Assistant Treasurer
Date: 12/15/2022

City of Roseville, A Municipal Corporation

Signature: _____
Print Name: Dominick Casey
Title: City Manager
Date: _____

QUOTATION

QUOTE# Q-157580 | September 7, 2022

Quote Valid Thru January 31, 2023

SELLER

OSIsoft, LLC

1600 Alvarado Street
San Leandro, California 94577
United States

Account Manager:

Samantha Baribeault
+1-510-877-9383
sbaribeault@osisoft.com

PURCHASER

City of Roseville

0005087713
2090 Hilltop Circle
Roseville, California 95747-9704
United States

Contact:

Sage Armstrong
(916)223-9729
sarmstrong@roseville.ca.us

INTRODUCTION

OSIsoft, LLC ("Seller") is submitting the present Quote to City of Roseville ("Purchaser").

Payment Terms: Net due in 30 days

In accordance with the terms of your agreement with us - timely payment of annual fees for our Software Reliance Program ("SRP") is required to continue receiving the benefits of our SRP program, including but not limited to accessing product downloads, submitting service requests and creating technical support cases. Avoiding lapses and late payments of SRP also serves to eliminate possible restrictions with regard to additional software license purchases.

SUMMARY

*Final invoiced price is subject to following conditions:

- Taxes may apply.
- Software provided by download. If physical media shipment is requested, additional charges will apply.
- Total Software Reliance Program (SRP) price is estimate based on the dates indicated.
- Final SRP price will be prorated according to the date the order is processed.

Total Software License Fees: 54,450.00

*Projected Prorated SRP: 8,167.50

*Total Price (USD): 62,617.50

Thank you for your business!

**Purchase Order
(PO) Requirements****Pre-Requisites:**

- Ensure Licensee (End-User) has an executed Software License and Services Agreement (SLA) with OSIsoft LLC
- Ensure that the PO is issued to the OSIsoft Legal Entity 'OSIsoft, LLC' and in USD currency
- Provide complete **Bill-To** and **Ship-To** (destination of software, download, or service) information: (Full Company legal name and address)
- Provide complete Licensee (**End-User**) information: (Full Company legal name, address, and phone number)

Steps to Submit a Purchase Order (PO):

1. Sign in to <http://my.osisoft.com>. If you do not have access, reach out to your Account Team or your Site PI Admin
2. Select "Quotes" tab
3. Click Submit PO against Quote # Q-157580
4. Review Quote pdf and click Next
5. Upload PO and any other necessary documents
6. Fill all the fields on PO form accurately. Provide Bill-To, Ship-To and upload Tax Exempt Certificate if needed.
7. Click Submit. We will begin processing your order after the submission.

End-User Name: [City of Roseville](#)
End-User Customer #: 5087713 - Electric Dispatch Center
End-User SLA #: 2003072SLA
End-User Subtotal: \$ 62,617.50

SOFTWARE AND SOFTWARE RELIANCE PROGRAM (SRP)

#	PRODUCT	QTY	LIST PRICE	PRICE
1	Software Reliance Program Fees (15%) SRP period: Jan 1, 2023 - Dec 31, 2023	1	\$ 8,167.50	\$ 8,167.50
2	PI Server (Data Streams) Update from 6000 to 8000 Data Streams Added 1 PI Interface for Universal File and Stream Loading (UFL) Serial#: 2502890 - PI System Access (PSA)	1	\$ 54,450.00	\$ 54,450.00

**Recommended
Hardware and
System Requirements**

The recommended system requirements for PI software can be found on the OSIsoft Customer Portal:

<https://my.osisoft.com>

You may also obtain this information by contacting OSIsoft Technical Support by calling +1 (510) 297-5828 or log a case through your customer portal. These should be used as guidelines. A validation of these requirements is required prior to the acceptance of the Terms and Conditions.

Terms and Conditions

Any order submitted to OSIsoft, LLC by or on behalf of City of Roseville ("Customer") will be governed by the Software License and Services Agreement by and between OSIsoft, LLC. and City of Roseville dated 1/28/2022 (Agreement# 2003072SLA) and any corresponding pricing agreements. Customer and any party submitting such order(s) agree to be bound by the SLA, and Customer agrees that it will be responsible for any such third parties acting on its behalf.

**Software and SRP
Conditions**

1. Note that the terms and conditions of the SLA or other agreements executed by OSIsoft and Customer will be the sole and exclusive terms and conditions governing Customer's purchase and license of Products and Services from OSIsoft.
2. The prices quoted herein are in US \$, delivered DAP Licensee location and are valid for the period set forth above.
3. This Quote does not include hardware, cables, generic or third-party software, or any other such supplies required to use the licensed software.
4. Except for taxes quoted and paid by OSIsoft on its net income, all amounts due pursuant to OSIsoft's invoices are net of, and Licensee will be solely responsible for, any shipping charges and withholding, use, sales, value-added, import, and any other taxes, fees, tariffs, or duties associated with this Quote or Licensee's use of the OSIsoft products and technical support services.
5. OSIsoft reserves the right to change our price list as we deem necessary.
6. OSIsoft's standard annual SRP subscription renewal rate is 15% of current list price.

QUOTATION

QUOTE# Q-157564 | September 7, 2022

Quote Valid Thru January 31, 2023

SELLER

OSIsoft, LLC

1600 Alvarado Street
San Leandro, California
94577
United States

Account Manager:

Samantha Baribeault
+1-510-877-9383
sbaribeault@osisoft.com

Customer Success Manager:

David Nguyen
+1-510-877-4385
dnguyen@osisoft.com

PURCHASER

City of Roseville

0005000812
2090 Hilltop Circle
Roseville, California
95747-9704
United States

Contact:

Sage Armstrong
(916)223-9729
sarmstrong@roseville.ca.us

INTRODUCTION

OSIsoft, LLC ("Seller") is submitting the present Quote to City of Roseville ("Purchaser").

Payment Terms: Net due in 30 days

In accordance with the terms of your agreement with us - timely payment of annual fees for our Software Reliance Program ("SRP") is required to continue receiving the benefits of our SRP program, including but not limited to accessing product downloads, submitting service requests and creating technical support cases. Avoiding lapses and late payments of SRP also serves to eliminate possible restrictions with regard to additional software license purchases.

SUMMARY

*Final invoiced price is subject to following conditions:

- Taxes may apply.
- Software provided by download.If physical media shipment is requested, additional charges will apply.
- Total Software Reliance Program (SRP) price is estimate based on the dates indicated.
- Final SRP price will be prorated according to the date the order is processed.

Total Software Value: 235,840.00

SRP Fees: 35,376.00

*Total Price (USD): 35,376.00

Thank you for your business!

**Purchase Order
(PO) Requirements****Pre-Requisites:**

- Ensure Licensee (End-User) has an executed Software License and Services Agreement (SLA) with OSIsoft LLC
- Ensure that the PO is issued to the OSIsoft Legal Entity 'OSIsoft, LLC' and in USD currency
- Provide complete **Bill-To** and **Ship-To** (destination of software, download, or service) information: (Full Company legal name and address)
- Provide complete Licensee (**End-User**) information: (Full Company legal name, address, and phone number)

Steps to Submit a Purchase Order (PO):

1. Sign in to <http://my.osisoft.com>. If you do not have access, reach out to your Account Team or your Site PI Admin
2. Select "Quotes" tab
3. Click Submit PO against Quote # Q-157564
4. Review Quote pdf and click Next
5. Upload PO and any other necessary documents
6. Fill all the fields on PO form accurately. Provide Bill-To, Ship-To and upload Tax Exempt Certificate if needed.
7. Click Submit. We will begin processing your order after the submission.

End-User Name: City of Roseville
End-User Customer #: 5008799 - REP
End-User SLA #: 2003072SLA
End-User Subtotal: \$ 21,268.50

TOTAL SOFTWARE VALUE

#	PRODUCT	QTY	LIST PRICE	PRICE
1	ComboPack Individual User (Individual User) Serial#: 2008748	1	\$ 1,100.00	\$ 1,100.00
2	PI Manual Logger - Individual User (Individual User) Serial#: 2003389	2	\$ 275.00	\$ 550.00
3	PI Manual Logger Mobile - Individual User (Named User) Serial#: 2003390	2	\$ 495.00	\$ 990.00
4	ManagePack Individual User (Individual User) Serial#: 2003388	6	\$ 1,375.00	\$ 8,250.00
5	PI Server (Data Streams) 8000 Data Streams Serial#: 2501146 - PI Interface for OPC DA - PI Interface for Emerson Ovation - PI Interface for Batch File - NT Intel - PI System Access (PSA)	1	\$ 130,900.00	\$ 130,900.00

SOFTWARE RELIANCE PROGRAM (SRP)

#	PRODUCT	QTY	LIST PRICE	PRICE
1	Software Reliance Program Fees (15%) SRP period: Jan 1, 2023 - Dec 31, 2023	1	\$ 21,268.50	\$ 21,268.50

End-User Name:City of Roseville

End-User Customer #:5087713 - Electric Dispatch Center

End-User SLA #:2003072SLA

End-User Subtotal:\$ 14,107.50

TOTAL SOFTWARE VALUE

#	PRODUCT	QTY	LIST PRICE	PRICE
1	PI Coresight (Named User) Serial#: 2285932	6	\$ 1,100.00	\$ 6,600.00
2	ComboPack Individual User (Individual User) Serial#: 2012040	10	\$ 1,100.00	\$ 11,000.00
3	PI Server (Data Streams) 6000 Data Streams Serial#: 2502890 - PI Interface for Quindar SCADA - PI Interface for Relational Database (RDBMS via ODBC)	1	\$ 76,450.00	\$ 76,450.00

SOFTWARE RELIANCE PROGRAM (SRP)

#	PRODUCT	QTY	LIST PRICE	PRICE
1	Software Reliance Program Fees (15%) SRP period: Jan 1, 2023 - Dec 31, 2023	1	\$ 14,107.50	\$ 14,107.50

**Recommended
Hardware and
System Requirements**

The recommended system requirements for PI software can be found on the OSIsoft Customer Portal:

<https://my.osisoft.com>

You may also obtain this information by contacting OSIsoft Technical Support by calling +1 (510) 297-5828 or log a case through your customer portal. These should be used as guidelines. A validation of these requirements is required prior to the acceptance of the Terms and Conditions.

Terms and Conditions

Any order submitted to OSIsoft, LLC by or on behalf of City of Roseville ("Customer") will be governed by the Software License and Services Agreement by and between OSIsoft, LLC. and City of Roseville dated 1/28/2022 (Agreement# 2003072SLA) and any corresponding pricing agreements. Customer and any party submitting such order(s) agree to be bound by the SLA, and Customer agrees that it will be responsible for any such third parties acting on its behalf.

**Software and SRP
Conditions**

1. Note that the terms and conditions of the SLA or other agreements executed by OSIsoft and Customer will be the sole and exclusive terms and conditions governing Customer's purchase and license of Products and Services from OSIsoft.
2. The prices quoted herein are in US \$, delivered DAP Licensee location and are valid for the period set forth above.
3. This Quote does not include hardware, cables, generic or third-party software, or any other such supplies required to use the licensed software.
4. Except for taxes quoted and paid by OSIsoft on its net income, all amounts due pursuant to OSIsoft's invoices are net of, and Licensee will be solely responsible for, any shipping charges and withholding, use, sales, value-added, import, and any other taxes, fees, tariffs, or duties associated with this Quote or Licensee's use of the OSIsoft products and technical support services.
5. OSIsoft reserves the right to change our price list as we deem necessary.
6. OSIsoft's standard annual SRP subscription renewal rate is 15% of current list price.

QUOTATION

QUOTE# Q-157579 | September 7, 2022

Quote Valid Thru January 31, 2023

SELLER

OSIsoft, LLC

1600 Alvarado Street
San Leandro, California 94577
United States

Account Manager:

Samantha Baribeault
+1-510-877-9383
sbaribeault@osisoft.com

PURCHASER

City of Roseville

0005008799
2090 Hilltop Circle
Roseville, California 95747-9704
United States

Contact:

Sage Armstrong
(916)223-9729
sarmstrong@roseville.ca.us

INTRODUCTION

OSIsoft, LLC ("Seller") is submitting the present Quote to City of Roseville ("Purchaser").

Payment Terms: Net due in 30 days

In accordance with the terms of your agreement with us - timely payment of annual fees for our Software Reliance Program ("SRP") is required to continue receiving the benefits of our SRP program, including but not limited to accessing product downloads, submitting service requests and creating technical support cases. Avoiding lapses and late payments of SRP also serves to eliminate possible restrictions with regard to additional software license purchases.

SUMMARY

*Final invoiced price is subject to following conditions:

- Taxes may apply.
- Software provided by download. If physical media shipment is requested, additional charges will apply.
- Total Software Reliance Program (SRP) price is estimate based on the dates indicated.
- Final SRP price will be prorated according to the date the order is processed.

Total Software License Fees: 49,500.00

*Projected Prorated SRP: 6,435.00

*Total Price (USD): 55,935.00

Thank you for your business!

**Purchase Order
(PO) Requirements****Pre-Requisites:**

- Ensure Licensee (End-User) has an executed Software License and Services Agreement (SLA) with OSIsoft LLC
- Ensure that the PO is issued to the OSIsoft Legal Entity 'OSIsoft, LLC' and in USD currency
- Provide complete **Bill-To** and **Ship-To** (destination of software, download, or service) information: (Full Company legal name and address)
- Provide complete Licensee (**End-User**) information: (Full Company legal name, address, and phone number)

Steps to Submit a Purchase Order (PO):

1. Sign in to <http://my.osisoft.com>. If you do not have access, reach out to your Account Team or your Site PI Admin
2. Select "Quotes" tab
3. Click Submit PO against Quote # Q-157579
4. Review Quote pdf and click Next
5. Upload PO and any other necessary documents
6. Fill all the fields on PO form accurately. Provide Bill-To, Ship-To and upload Tax Exempt Certificate if needed.
7. Click Submit. We will begin processing your order after the submission.

End-User Name: [City of Roseville](#)
End-User Customer #: 5008799 - REP
End-User SLA #: 2003072SLA
End-User Subtotal: \$ 55,935.00

SOFTWARE AND SOFTWARE RELIANCE PROGRAM (SRP)

#	PRODUCT	QTY	LIST PRICE	PRICE
1	Software Reliance Program Fees (15%) SRP period: Jan 1, 2023 - Dec 31, 2023	1	\$ 6,435.00	\$ 6,435.00
2	PI Server (Data Streams) Update from 8000 to 15000 Data Streams Added 1 PI Interface for Relational Database (RDBMS via ODBC) Serial#: 2501146 PI Interface for Emerson Ovation Update from 1 to 2 - PI System Access (PSA)	1	\$ 49,500.00	\$ 49,500.00

**Recommended
Hardware and
System Requirements**

The recommended system requirements for PI software can be found on the OSIsoft Customer Portal:

<https://my.osisoft.com>

You may also obtain this information by contacting OSIsoft Technical Support by calling +1 (510) 297-5828 or log a case through your customer portal. These should be used as guidelines. A validation of these requirements is required prior to the acceptance of the Terms and Conditions.

Terms and Conditions

Any order submitted to OSIsoft, LLC by or on behalf of City of Roseville ("Customer") will be governed by the Software License and Services Agreement by and between OSIsoft, LLC. and City of Roseville dated 1/28/2022 (Agreement# 2003072SLA) and any corresponding pricing agreements. Customer and any party submitting such order(s) agree to be bound by the SLA, and Customer agrees that it will be responsible for any such third parties acting on its behalf.

**Software and SRP
Conditions**

1. Note that the terms and conditions of the SLA or other agreements executed by OSIsoft and Customer will be the sole and exclusive terms and conditions governing Customer's purchase and license of Products and Services from OSIsoft.
2. The prices quoted herein are in US \$, delivered DAP Licensee location and are valid for the period set forth above.
3. This Quote does not include hardware, cables, generic or third-party software, or any other such supplies required to use the licensed software.
4. Except for taxes quoted and paid by OSIsoft on its net income, all amounts due pursuant to OSIsoft's invoices are net of, and Licensee will be solely responsible for, any shipping charges and withholding, use, sales, value-added, import, and any other taxes, fees, tariffs, or duties associated with this Quote or Licensee's use of the OSIsoft products and technical support services.
5. OSIsoft reserves the right to change our price list as we deem necessary.
6. OSIsoft's standard annual SRP subscription renewal rate is 15% of current list price.

OSIsoft Agreement # 2003072SLA

Corporate Family Software License and Services Agreement

1/28/22

("Effective Date")

This Corporate Family Software License and Services Agreement ("Agreement") is between the parties signing below. "We," "us" or "our" refers to OSIsoft, LLC, and "you" or "your" refers to your company as indicated below and your affiliates as defined in this agreement.

Company Name: City of Roseville	OSIsoft, LLC
Tax ID: 0506129101	
Address: 2090 Hilltop Circle Roseville, California 95747-9704 United States	1600 Alvarado Street San Leandro, CA 94577 USA
Sign:	Sign: /CustSig2
Name:	Name:
Title:	Title:
Date:	Date:

WHEREAS you, as City of Roseville/Roseville Energy Park, and we entered into a Software License and Services Agreement effectively dated December 6, 2006, amended by a Corporate Family Amendment effective September 26, 2008, adding Roseville Electric as a licensee affiliate, OSIsoft agreement no. 1014155 ("the former SLA"), and

WHEREAS you and we now wish to supersede and replace the former SLA with this Agreement, and transfer all of the licensed software thereunder and all attendant rights and responsibilities regarding the licensed software and services thereto to this Agreement,

You and we agree as follows:

The former SLA is superseded and replaced by this Agreement on its effective date, for licensee and all of its affiliates, and all software and services thereunder are transferred to the terms and conditions of this Agreement.

License. We do not sell our software or your copy of it – we only license it. Subject to the terms and conditions of this Agreement, we grant you a nonexclusive, nontransferable license to use our software and accompanying documentation in accordance with the Product Usage Terms as specified at www.osisoft.com that correspond with the software licenses you purchase from us. Any software you receive from us via file transfer protocol or other electronic delivery method is automatically governed by this Agreement regardless of whether we reference this Agreement during or in connection with any such electronic delivery, unless we state that another agreement

applies. An affiliate means any legal entity that controls, is controlled by, or is under common control with you and that is added to this Agreement. Control of an entity means having ownership of more than fifty percent (50%) of the shares or voting rights of such entity. You may add affiliates to this Agreement by providing us physical or electronic written notice that contains the company name, address, contact information for a lead contact person and such other information that we may reasonably request. We have provided a form for these requests at: www.osisoft.com. If a company you add as an affiliate to this Agreement no longer meets the ownership requirements stated above, you agree to promptly notify us in writing. You agree that any affiliate you add will be bound by this Agreement and that you will be responsible if they breach this Agreement.

Online Services. Any of our online services that you purchase or use will be governed by the agreement presented to you when you register for the applicable service.

Audit Rights. You agree that upon our request, you will provide us with a written certification that you are using our software pursuant to this Agreement, and you will also allow us to reasonably audit your records and facilities to confirm that your use of our software is in compliance with this Agreement. We will conduct our audit during regular business hours at your facilities and we will not unreasonably interfere with your business operations. If we discover that you are using our software beyond your purchased license levels, you agree that you will immediately pay for your over usage at our then-current list price. If the unpaid or underpaid fees exceed five percent (5%) of the total license fees owed by you during the twelve (12) consecutive month period preceding the audit, then you agree to reimburse us for the reasonable costs of conducting the audit.

Support, Maintenance and Field Services. We offer both (i) field services, including, for example, training classes, installation, migration and on-site training, and (ii) support and maintenance services as described in our Software Reliance Program ("SRP") terms available from our website at www.osisoft.com. You may enroll in SRP by paying the then-current applicable fees. Orders for field services that will be provided by our local affiliate must be placed directly with that entity. If you purchase any field services from us or from our affiliates we warrant that the deliverables will comply with our applicable description of services for a period of 90-days following our performance. You agree to supply us with access to and use of all information, computer systems, and facilities reasonably necessary for us to render any on-site services under this Agreement. We will comply with all reasonable safety rules and procedures you provide to us in advance.

Ordering and Delivery. This Agreement will govern all of your orders for our software and SRP services that you submit directly to us or to one of our authorized resellers. In addition, this Agreement shall govern any field services orders that you submit directly to us or our affiliates. Since this Agreement states all of the terms and conditions applicable to each order, you and we both agree that any additional terms and conditions that may be included with your order will not apply. Each order will contain the information necessary for us to process it. We will inform you of what information we require in our quotes or on our website from time to time. Orders will only be binding on us once we expressly accept it or when we deliver what you ordered. You will be responsible for any contractors submitting orders to us on your behalf. We reserve the right to refuse, cancel or delay shipment to you if you (i) fail to make any payment as provided in this agreement or under the terms of payment set in any invoice or otherwise agreed to between you and us; (ii) fail to meet our credit or financial requirements; or (iii) otherwise fail to comply with the terms and conditions of this Agreement. Our software and SRP deliverables shall be delivered at place (DAP INCOTERMS 2020) to your location. You understand that our software and services will evolve over time and that nothing in this Agreement will prevent us from changing or discontinuing any product or service. Unless we notify you that you do not meet our then-current

credit standards and policies, you will pay our invoices within thirty (30) days of the invoice date. If we notify you, invoices will be due upon receipt. All fees are non-cancelable, non-contingent and non-refundable except as expressly stated in this Agreement. You will pay all amounts due under our invoices in U.S. currency, free of any and all currency controls or other restrictions. All past due amounts under our invoices will incur a charge the lower of 1.5% per month or the highest rate permitted by applicable law on the amount that is past due, beginning as of ten (10) days after the applicable due date. Except for taxes paid by us on our net income, unless otherwise agreed in this Agreement, all amounts due pursuant to our invoices are net of, and you will be solely responsible for any shipping charges, use, sales, value-added, import or other taxes, fees, tariffs or duties associated with this Agreement or your use of our software and/or SRP services. You will pay all these amounts in addition to the license and services fees we invoice you. For clarity, if you are required by applicable law to deduct or withhold taxes due to us, you will (i) withhold the legally required amount from payment; (ii) remit the withheld tax to the applicable taxing authority; and (iii) within sixty (60) days of payment, deliver to us original documentation or a certified copy evidencing remittance of withheld tax. If you do not provide evidence of payment of withheld taxes, you will reimburse us for the tax withheld from payment to us. You will comply with all applicable law, including income tax treaties and protocols, in determining the amount of tax to withhold. This subsection does not apply when you order from one of our authorized resellers. However, you agree to comply with any payment term you may have agreed with such reseller.

Limited Warranty. We warrant that, for a period of one (1) year after delivery, our software will function in accordance with the accompanying documentation in all material respects. As your sole and exclusive remedy and our entire liability for any breach of this limited warranty, we will repair or replace, at no additional charge to you, any of our software that fails to meet it. We also warrant that we either own all right, title and interest to our software, or have sufficient rights to grant you the licenses provided in this Agreement. These limited warranties shall automatically become null and void if anyone other than us modifies our software in any way. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION, WE MAKE NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND WE EXPRESSLY DISCLAIM ANY AND ALL SUCH OTHER WARRANTIES, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT AND NONINFRINGEMENT. IF YOUR LOCAL LAW DOES NOT ALLOW OUR EXCLUSION OF IMPLIED WARRANTIES, THEN ANY IMPLIED WARRANTIES, GUARANTEES, OR CONDITIONS LAST ONLY DURING THE TERM OF THE LIMITED WARRANTY AND ARE LIMITED AS MUCH AS YOUR LOCAL LAW ALLOWS. IF YOUR LOCAL LAW REQUIRES A LONGER LIMITED WARRANTY TERM, DESPITE THIS AGREEMENT, THEN THAT LONGER TERM WILL APPLY, BUT YOU CAN EXERCISE ONLY THE REMEDIES THAT ARE DESCRIBED IN THIS AGREEMENT.

Defense of Infringement Claims. We will defend any action brought against you to the extent that it is based upon a claim that our software infringes any patent, copyright or trade secret (as defined by the United States Uniform Trade Secret Act), and will pay any costs, damages and reasonable attorneys' fees attributable to such claim that are finally awarded or paid in settlement in any such action, provided that: (i) you promptly notify us in writing of the claim; (ii) you grant us sole control of the defense and settlement of the claim; and (iii) you provide us with all assistance, information and authority reasonably required for the defense and settlement of the claim, at our expense. If your use of any of our software is, or in our opinion is likely to be, subject to the type of infringement claim specified above, we may, at our sole option and expense: (i) procure for you the right to continue using our software; (ii) replace or modify our software so it is non-infringing, but retains substantially the same functionality; or (iii) if neither (i) nor (ii) can be accomplished

despite our reasonable efforts, then we may terminate your rights and our obligations under this agreement with respect to such software and refund to you the unamortized portion of the license fees paid for such software based on a straight-line three (3) year depreciation from the date you received the software. We will have no liability for infringement claims of any kind arising from (i) any use of our software beyond the scope of this agreement or any accompanying documentation; (ii) your use of our software in combination with any products not developed by us, to the extent the claim is such combined use; (iii) your failure to use updated or modified versions of our software provided or made available by us without additional charge; or (iv) our compliance with designs or specifications of a published standard or as provided by you. THE PROVISIONS OF THIS SECTION SET FORTH OUR SOLE AND EXCLUSIVE OBLIGATIONS AND YOUR SOLE AND EXCLUSIVE REMEDIES WITH RESPECT TO INFRINGEMENT OF THE INTELLECTUAL PROPERTY RIGHTS OF OTHERS.

Subject to the Limitations of Liability section below, to the fullest extent allowed by law, we shall indemnify, and save and hold harmless you, your 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 tangible property, resulting from or arising out of our willful misconduct or negligent act or omission while engaged on your premises in the performance of obligations or exercise of rights created by this Agreement, except those matters arising from your sole negligence or willful misconduct.

Limitations of Liability. EXCEPT FOR LIABILITY ARISING FROM OUR DEFENSE OF INFRINGEMENT CLAIMS OBLIGATIONS EXPRESSLY PROVIDED IN THIS AGREEMENT, EVEN IF ANY REMEDY SET FORTH HEREIN FAILS ITS ESSENTIAL PURPOSE AND REGARDLESS OF WHETHER A CLAIM ARISES UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF WARRANTY, STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES, IN NO EVENT SHALL WE BE LIABLE FOR LOSS OF PROFIT, LOSS OF USE, LOSS OF DATA, LOSS OF REVENUE, LOSS OF CONTRACTS, INCREASED COSTS AND EXPENSES, WASTED EXPENDITURE, COST OF REPLACEMENT, OR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL LOSSES OF ANY KIND. OUR TOTAL CUMULATIVE LIABILITY TO YOU WILL NOT EXCEED THE TOTAL LICENSE FEES PAID BY YOU TO US UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY BEFORE THE LIABILITY AROSE, OR TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000), WHICHEVER IS GREATER. Both you and we agree that the allocation of risk contained in this Section is an essential basis of this Agreement.

Confidential Information. Confidential information means our software and any accompanying documentation, in addition to any business information (including any pricing information) or technical information that is marked as “confidential” or “proprietary” at the time we provide it to you. Your confidential information also includes proprietary information related to your operations in whatever form that you disclose to us in connection with this Agreement. Our confidential information shall also include, without limitation, any software you develop that references our confidential information. Neither you nor we may use the other’s confidential information except as expressly provided in this Agreement, and you and we will use commercially reasonable measures to maintain each other’s confidential information in confidence. In all events you and we both agree that these measures will be at least as protective as those you and we each take in protecting our own confidential information of similar importance. Confidential information will not include information which: (i) is, or becomes, publicly available without a breach of this agreement; (ii) the receiver of the information lawfully knew without an obligation to keep

confidential; (iii) is received from another source who, to the best of receiver's knowledge, can disclose it lawfully to the receiver; (v) is independently developed; (vi) is a comment or suggestion either you or we volunteer about the other's business, products or services; or (vii) you or we have approved in writing for use or publication. The City of Roseville's obligation to keep information confidential will not apply if disclosure is required by state or federal law or regulations, including without limitation, the California Public Records Act. Before any disclosure is made under this Act, you must seek the highest level of protection available and, when possible, give us enough prior notice to provide a reasonable chance to seek a protective order.

Transfer or Assignment of Software. You must obtain our written consent prior to: (i) moving our software from one location to another or (ii) assigning this Agreement or any software licenses to any third party or affiliate. Assignment will include any direct or indirect change in control (as defined in the first paragraph of this agreement) you or your affiliates may undergo. We may condition our consent to include updating our software to the then-current version, paying our then-current license fees, and purchasing a one-year subscription to SRP at our then-current rate. For an assignment or transfer to a third party or an affiliate, we may require your proposed assignee to execute our then-current license agreement. Except as otherwise specified in writing by us with our written consent, orders submitted by any assignee shall be in accordance with our then-current list price. Any attempted assignment, whether by operation of law or as a result of any change in control or otherwise without complying with this paragraph, will be null and void.

Export Compliance. You acknowledge that your use or disclosure of our software, accompanying documentation, and related technical data (collectively "OSIsoft Technology") are subject to U.S. export laws and regulation that may restrict the export and re-export of software and technology of U.S. origin and that you will comply with all applicable U.S. laws, rules, and regulations. You agree that, if you, your parent, or any corporate affiliate that owns, directly or indirectly, 50% or more of you becomes subject to U.S. sanctions, we may terminate this Agreement as required by U.S. law and retrieve OSIsoft Technology from you and/or your facility within the time required by U.S. law.

Term and Termination. This Agreement will remain in effect unless one of us terminates it as provided in this paragraph. You may voluntarily terminate your license to our software under this Agreement at any time by destroying all copies of our software and accompanying documentation within your possession or control. Either of us may terminate this Agreement if the other breaches any material term, and such breach remains uncured for thirty (30) days after receiving written notice of it. In the event of any termination of this Agreement, you and we both agree to return, or at the other's request, destroy, all of the other party's confidential information within ten (10) business days. At our request you agree to return or destroy all copies of our software and accompanying documentation that you possess or control. Termination of this Agreement by either you or us will be a nonexclusive remedy for breach, without prejudice to any other right or remedy you or we may have. You do not need to terminate this Agreement in order to pursue remedies (including damages) against us in the event you believe we have breached this Agreement. The paragraphs entitled "Audit Rights", "Limitation of Liability", "Confidential Information" and "General" will survive the termination of this Agreement.

General. You and we are each other's independent contractors. Neither you nor we have the power to bind the other or incur obligations on the other's behalf without the other's prior written authorization. Unless otherwise specified in this Agreement, all notices required or permitted under this Agreement shall be sent to the receiving party's address specified above (or such other address specified by the receiving party in writing) and will be deemed effective upon receipt. We

shall not be liable for any failure or delay in our performance under this Agreement due to causes beyond our reasonable control. If you or we have a dispute relating to this Agreement, including without limitation its existence, validity or termination, you and we agree that it will be submitted to and finally resolved by arbitration under the Commercial Rules of the American Arbitration Association (the "AAA"). The arbitration panel shall consist of a single arbitrator experienced in the enterprise software industry, selected and agreed to by both you and us. If you and we cannot agree on the selection of an arbitrator, then the AAA shall appoint the arbitrator. The arbitration will be in Sacramento, California, and shall be conducted in English. The arbitrator will apply the substantive law of California, and shall provide detailed written findings of fact and conclusions of law in support of any award or decision. Judgment upon any such award or decision may be enforced in any court of competent jurisdiction. Notwithstanding the foregoing, we may file an action in any court of competent jurisdiction to enforce our intellectual property rights in our software, accompanying documentation, and related services without first submitting our claim to arbitration. The prevailing party in any action or arbitration shall be entitled to recover all attorneys' fees and costs including, without limitation, arbitration fees and fees of experts. If for any reason any part of this Agreement is found unenforceable, the remainder of this Agreement will be enforced to the maximum extent permissible. You consent to our use of your non-stylized corporate name in our marketing literature and customer lists. You may withdraw such consent at any time with written notice. This Agreement is the entire agreement between you and us with respect to all of our software, documentation and services. It supersedes and replaces any prior understanding or agreements (except agreements pertaining to our trial or beta software) related to any of our software, documentation or services, from the effective date forward. Neither you nor we may amend this Agreement except in writing with express reference to this Agreement and is signed by both you and us. In no event will any purported amendment or agreement be binding on us unless it is signed by one of our corporate officers. The failure by either you or us to enforce any provision of this Agreement shall not waive future enforcement of that or any other provision. You and we hereby agree that this Agreement and any documentation, agreements and/or correspondence ancillary thereto be written in English. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

A large, light gray watermark of the OSIsoft logo is centered on the page. The logo consists of the letters "OSI" in a bold, sans-serif font, followed by the word "soft" in a lighter, lowercase sans-serif font.



COUNCIL COMMUNICATION

CC #: 2498

File #: 0203-12

Title: Real-Time Crime Center Integration Software - Sole Source Service Agreement

Contact: Amanda Jones 916-774-5025 ajones@roseville.ca.us
Mark Peinado 916-774-5021 mcpeinado@roseville.ca.us

Meeting Date: 1/18/2023

Item #: 7.4.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution to approve a sole source purchase and deployment of the Fusus platform for use in the Roseville Police Department's Real Time Crime Center (RTCC) and authorize the City Manager to execute a service agreement with Fusus, Inc.

BACKGROUND

The City of Roseville Police Department is building a Real Time Crime Center (RTCC) with the purpose of displaying and integrating available technologies to assist with making field response to active incidents faster, more efficient, and safer for police personnel and our citizens.

The build of the RTCC includes the deployment of an integration software platform. The Fusus platform will integrate multiple applications into a single, easy-to-use, interactive display. Several alternatives were explored and it was determined that the software platform offered by Fusus is the best fit for our operation. FususONE, the company's flagship enterprise software management system is the only platform of its kind on the market, with no comparable alternatives that meet the needs of the Roseville PD RTCC.

The Fusus platform integrates multiple existing software applications, and places them in a single, map-based interactive display. The integration of our Computer Aided Dispatch (CAD) system allows users to visualize in real-time, all of the available technology based resources in relation to calls for service. The Fusus platform also has robust, built-in tools to assist RTCC personnel in analyzing video quicker and more efficiently, and provides a secure avenue for two-way communication between the RTCC and responding units. Fusus also offers a community camera registry that provides individuals or businesses the option to share camera information with the Roseville Police Department, at their own discretion.

The vendor approached the department and offered a significant cost savings if we signed a non-binding letter of commitment by the end of the calendar year with the final agreement contingent upon Council approval. This item is for approval of the service agreement.

FISCAL IMPACT

The total cost of the Fusus purchase includes the Fusus Pro Package software, associated hardware, integrations, training, and deployment is \$74,999 per year for 3 years, for a total of \$224,997. Funding for this purchase has been approved in the Police Department's FY2022-23 operating budget in the General Fund.

ENVIRONMENTAL REVIEW

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

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

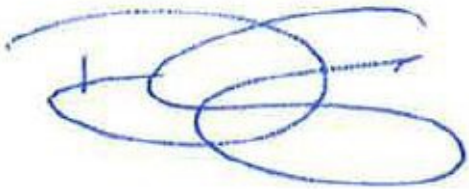
Goal C - Maintain a safe and healthy community

Goal E - Deliver exceptional city services

Respectfully Submitted,

Mark Peinado, Management Analyst

Troy Bergstrom, Police Chief



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 23-024

Service Agreement

Terms and Conditions

Quote

RESOLUTION NO. 23-024

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

WHEREAS, a Service Agreement for the purchase and deployment of Fusus Real-Time Crime Center Integration software, between the City of Roseville and Fusus, 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.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 2023, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



December 1, 2022

Chief Troy Bergstrom
Roseville Police Department
1051 Junction Blvd
Roseville, CA 95678

Subject: Service Agreement Proposal

Dear Chief Bergstrom

Fusus is honored that the Roseville Police Department is considering our organization to support its community safety initiatives by providing a platform to view public and community video sources for incident situational awareness and investigations.

As an incentive, Fusus is providing the Roseville Police Department six additional AI Cores **at no cost, a \$30,000 value**, as well as Enterprise Package functionality to include Fusus Alert, Fusus Notify and Fusus Tips, **at no cost, an \$18,000 value** if this non-binding Service Agreement Proposal is signed and returned to Fusus by close of business December 30, 2022. In all, Fusus is providing **\$48,000 in discounts** for features, functionality and hardware at no cost, if this non-binding Service Agreement Proposal is signed and returned to Fusus by close of business December 30, 2022.

Fusus will provide a video and data collaboration platform to expedite intelligence gathering and efficiency of response to situations as they unfold throughout the community. Further, the platform is tied to a community-facing website portal for video camera registry, providing a tool for identifying the location of cameras in proximity to incidents, as well as a means for efficient outreach to collect recorded video and image files from camera owners both public and private.

Upon execution of this Service Agreement Proposal and subsequent City Council approval, this Service Agreement Proposal shall become a binding Service Agreement and the project will initiate and consist of the following:

Thirty-Day No Charge Proof of Concept Period:

- a. Provide and install five (5) fususCORE™ Pro Appliances
- b. Provide and install two (2) fususCORE™ Pro AI Appliances
- c. Floorplan Integration for designated locations in fususONE™
- d. Provide access to software and training of users
- e. Integration of the Department's CAD into fususONE™

At the conclusion of the Thirty-Day No Charge Proof of Concept Period, and with customer approval (Written Notice to Proceed), full deployment will begin.

The Service Agreement and related software subscription will be for thirty-six (36) months, commencing upon customer's Written Notice to Proceed.

1. Initial Scope of Work: The following fūsus Pro Package software and associated hardware will be delivered and installed as part of this agreement.
 - a. fūsusONE™: Initial setup, access and training of users to include up to 500 data points and 500 public/private video feeds
 - b. fūsusCORE™: Installation and setup of fūsusCORE™ Appliances less the quantity installed in proof of concept:
 - i. Fifteen (15) fūsusCORE Pro™ Appliances
 - i. Seven (7) fūsusCORE Elite AI™ Appliances
 - c. fūsusREGISTRY™: Creation of a custom website portal for community members to register privately owned cameras
 - d. fūsusVAULT™: Implementation of a CJIS compliant evidence vault for the storage of up to 5TB of videos and still images captured via the fūsusONE™ platform
 - e. fūsusOPS™: Implementation of our smart-phone app which provides viewing of live camera feeds and setting up and transmitting the location of teams for special events and critical incident management
 - f. fūsusTIPS™: Implementation of our SMS service that provides text communications of pictures, audio and video directly into fūsusVault™
 - g. fūsusNOTIFY™: Implementation of our SMS text service that provides text notifications to community members
 - h. fūsusAlert™: Implementation of our iOS/Android application which provides panic alerting to fūsusONE™ along with geolocation of persons in distress and automatic docking of nearby camera assets in the fūsusONE™ platform
 - i. fūsusANALYTICS™: Implementation of our crime and incident heat mapping and analysis platform
 - j. fūsusCONNECT Call-Out: One (1) month of fūsus call-out to businesses within the jurisdiction to assist with camera registration and integration
 - k. fūsusCONNECT Microsite: Development of an agency specific website landing page to assist with building camera registration and integration of community video assets
 - l. Remote Configuration of fūsus Core(s)
 - m. Integration of all current and future video feeds
 - n. Integration of Computer Aided Dispatch, AVL, drone feeds, covert cameras, and license plate readers as required

Note: fūsus™ will provide continuing data and IoT integrations at no additional charge for the life of the agreement

2. Payment and Subscription Terms:

- | | |
|--|-----------------|
| a. Payment 1: Due Upon Written Notice to Proceed | \$74,999 |
| b. Payment 2: Due Upon 1 st Anniversary of Written Notice to Proceed | \$74,999 |
| c. Payment 3: Due Upon 2 nd Anniversary of Written Notice to Proceed | \$74,999 |

Invoices for payments 2 and 3 will be sent 60 days prior to their respective due dates.

Note: Additional fūsusCORE™ appliances and camera streams may be purchased for the following per unit price schedule.

- a. CORE Lite: \$200/each
- b. CORE Lite Extended: \$300/each
- c. CORE Pro: \$600/each
- d. CORE Pro Extended: \$1000/each
- e. CORE Elite: \$4,000/each
- f. CORE Elite AI: \$5,000/each
- g. Additional 500 Streams: \$25,000 per year

3. Bill of Materials Included with the Service: As part of the annual subscription price, each system will include the following:

- a. fūsusONE™ SaaS
- b. Unlimited video alerts, access, and video download
- c. fūsusCORE™ warranty and technical support for the life of the agreement
- d. Unlimited fūsusOPS Application for Android and iOS Devices

Subscription to fūsusONE™ includes all the following:

- a. Unlimited Users for Your Agency to fūsusONE™ – Real-Time Crime Center in the Cloud
- b. Unlimited Access for Your Agency to the fūsusONE™ Dashboard
- c. Floorplan Integration for designated locations in fūsusONE™
- d. Ongoing Integration Services with the CAD System
- e. Installation and Technical Phone Support
- f. Provide a Full Solution Warranty for the Life of the Agreement
- g. Live U.S.-Based Phone Technical Support for the Life of the Agreement

4. Technical Requirements:

- a. Camera live-sharing compatibility will be assessed for each location before CORE delivery.
- b. The customer will designate a primary POC for the deployment of the fūsus™ solution.
- c. Minimum network speed of .5 mb/s for live video sharing will be required for each CORE location.

5. Terms and Conditions:

The use of and access to fūsus™ products and services is subject to the fūsus™ Terms of Service V08.30.2022 found at <https://www.fusus.com/fusus-terms-of-service>.

This Service Agreement Proposal is a non-binding commitment, and acceptance of the Service Agreement Proposal is contingent upon City Council approval. Upon City Council approval, this Service Agreement Proposal shall become a binding Service Agreement.

This Termination for Convenience Clause asserts that the customer may, at its sole discretion, terminate the Service Agreement with thirty (30) days of written notice to Fūsus. Services will be reimbursed on a pro-rated basis from the last day of the term through the agreement's remainder. The cost of any unreturned or unserviceable fūsusCORE(s), as listed above in Section 2, will be deducted from the refund.

This Non-appropriation Clause asserts that the customer may terminate the Service Agreement, upon thirty (30) days' notice to Fūsus, if the customer's governing body does not appropriate funds for this Service Agreement. A refund will be provided for any unused portion of the paid subscription, after the 30-day notice period through the remainder of the term.

We are privileged to work with you on this project. Should you have any questions at any time, please feel free to call (765) 237-1769 or email me at jdw@fus.us.

Respectfully,



John Watson
Vice President of Sales

Approved (Signature):



By (Print Name/Title):

DOMINICK CASEY CITY MANAGER Date 12/05/2022

Fusus Terms of Service

Terms and Conditions Governing a Subscriber's Use of the Fūsus Software, and all Fūsus Solutions and Services Provided via the Software, including but not limited to the FūsusONE, FūsusREGISTRY, FūsusOPS, FūsusALERT, FūsusTIPS, FūsusNOTIFY, FūsusCORE, FūsusVAULT, FūsusCONNECT and FūsusNOTIFY product offerings.

1. Introduction:

A. Subscribers to the Terms.

The following Terms of Service Agreement (the "Terms" or the "Agreement") is a binding agreement between Fūsus Inc. ("Fūsus") and you, a user of the Fūsus Software ("Software") and/or a Subscriber to the FūsusONE Real Time Interoperability Solution ("Solution"), as presented in the accompanying Offer Letter, which You agree to, either as an individual of at least eighteen years of age, or as an organizational entity, or as an associational entity, in accordance with your status and existence ("You" or "Subscriber"). These Terms govern Your use of the Fūsus Software, the Solution, and all other solutions, services and networks owned or controlled by Fūsus (all of which are included in the definition of "Content" provided in Section 1 below), which are provided to You via the Software. When You accessed this Software, and/or when You registered Your account on the Software ("Account") and/or when You clicked the "AGREED" box on the Software login page, You acknowledged Your understanding of these Terms and Your voluntary consent to be bound by these Terms.

(1) Individual Subscribers.

If You are an individual, You hereby represent and warrant to Fūsus that You are at least eighteen (18) years of age or and otherwise capable of entering into and performing legal agreements, and that You agree to be bound by the Terms.

(2) Entity Subscribers.

If You are going to use the Solution on behalf of a public entity, business entity, corporate entity, organizational entity, or associational entity, You hereby represent to Fūsus that You have the authority to bind that entity to these Terms as the Subscriber, and Your acceptance of these Terms will be treated as acceptance by that public, business, corporate, organizational, or associational entity as the Subscriber. In that event, You acknowledge and understand that "You" and "Your" will refer to that public, business, corporate, organizational, or associational entity as the Subscriber, which Subscriber is bound to these Terms, along with all officers, directors, employees, contractors, agents, or volunteers in and under Subscriber's control and/or supervision, who are also bound to these Terms.

B. Updates to the Terms.

When using the Software, the Solution, and/or any other solutions and/or services provided by Fūsus via the Software, You will be subject to any updates and revisions to these Terms. Fūsus reserves the right, at Fūsus's sole discretion and without prior notice to You, to update, amend, change, modify, add, or remove portions of these Terms at any time by posting the updated Terms ("Updates"). Unless otherwise stated in writing by Fūsus, all Updates shall be effective immediately upon posting on the Software, and Your continued use of the Fūsus

Software after the posting of any Updates to these Terms constitutes Your binding acceptance of such changes. You acknowledge and agree that it is Your responsibility to ensure that You are current and up-to-date in Your understanding of and compliance with these Terms, notwithstanding whether or not Fūsus has posted any notice of Updates to these Terms on the Software, and you acknowledge, understand, and agree that You must periodically check these Terms for Updates. Additional posted policies, guidelines or rules applicable to specific services and features, may be posted from time to time (“Policies”). All such Policies are hereby incorporated by reference into these Terms. In the case of any inconsistency between these Terms and any other document that has been incorporated by reference herein, these Terms shall control.

2. CONTENT.

A. Content Defined.

The Software contains the Solution and may contain other solutions and products and services, as well as a variety of materials and other items relating to the Solution and to Fūsus’s other products and services, and similar items from our licensors and other third parties, including all layout, information, text, data, files, images, scripts, designs, graphics, button icons, instructions, illustrations, photographs, audio clips, music, sounds, pictures, videos, advertising copy, URLs, technology, software, interactive features, the “look and feel” of the Software and of the Solution, and the compilation, assembly, and arrangement of the materials of the Software and any and all copyrightable material (including source and object code), trademarks, logos, trade names, service marks, company names, and trade identities of various parties, including those owned by Fūsus and those owned by third parties and licensed to Fūsus for use on the Software (collectively, “Trademarks”), and other forms of intellectual property included in the Software, in the Solution, and/or in any other product or solution or service provided by Fūsus. All of the foregoing, including the Solution and any other solutions, products, and/or services provided by Fūsus through the Software is defined and referred to collectively in these Terms as “Content”.

B. Ownership.

The Software (including any past, present, and future versions) and the Content are owned by Fūsus or controlled by Fūsus through licenses granted to Fūsus by its licensors. All right, title, and interest in and to the Content available via the Software is the property of Fūsus or of our licensors, and is protected by U.S. federal copyright, trademark, patent, and trade secrets laws and by other federal and state intellectual property, and unfair competition laws. In addition to Fūsus’s copyright ownership of the Content, Fūsus owns a copyright in the selection, compilation, assembly, arrangement, and enhancement of the Content on the Software. “Intellectual Property Rights,” as used in these Terms, means any and all rights belonging to Fūsus and existing under patent law, copyright law, semiconductor chip protection law, trade secret law, trademark law, unfair competition law, publicity rights law, privacy rights law, and any and all other proprietary rights, and any and all applications, renewals, extensions and restorations thereof, now or hereafter in force and effect worldwide, in any intellectual property, which includes, but is not limited to, patentable inventions, ideas, and processes, trade secrets, trademarks, trade names, copyrightable works, and any confidential information. As between You and Fūsus, Fūsus retains all its respective titles, interests, and ownership in the Software and the Content, and You understand and acknowledge that neither You nor any other Subscriber acquires any ownership in any Intellectual Property Rights regarding the Software or the Content under these Terms.

C. Limited License Granted to You.

Subject to Your strict and ongoing compliance with Your Subscription Agreement and with these Terms, Fūsus

grants You a limited, non-exclusive, revocable, non-assignable, and non-transferable license to use the Software and the Solution (the “Limited License”). The foregoing Limited License does not give You any ownership of, or any other intellectual property interest in, any Content (including, but not limited to, the Solution), and Fūsus reserves the right to suspend or terminate, at any time and for any reason, Your Limited License without any advance notice to You, and without any liability. This Agreement and any Additional Terms include only narrow, limited grants of rights to Content and to use and access the Software. No right or license may be construed, under any legal theory, by implication, estoppel, industry custom, or otherwise. All rights not expressly granted to You are reserved by Fūsus. Any unauthorized use of any Content or the Software for any purpose is strictly prohibited.

3. SUBSCRIBER-GENERATED CONTENT: CONTENT YOU SUBMIT.

A. Your Ownership of Subscriber-Generated Content.

Fūsus may provide a Subscriber the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available on or submit through the Software (collectively, “submit”) messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, personally identifiable information, or other information or materials created by a Subscriber (collectively, “Subscriber-Generated Content”). Subject to the rights and license You grant to Fūsus under these Terms (see below), You retain whatever legally cognizable right, title, and interest that You have in Your Subscriber-Generated Content. You understand and acknowledge that Fūsus has no obligation to monitor or enforce Your intellectual property rights to Your Subscriber-Generated Content. (hereinafter, “PII”).

B. Fūsus’s Enforcement Rights in Subscriber-Generated Content.

You grant Fūsus the exclusive right to protect and enforce its licensed rights to Your Subscriber-Generated Content while it is posted on the Software, including the right to bring and control enforcement actions in Your name and on Your behalf at Fūsus’s cost and expense.

C. Your Representations and Warranties and Your Indemnification Obligations for Your Subscriber-Generated Content.

Each time You submit any Subscriber-Generated Content, You represent and warrant that You are the sole author and owner of the intellectual property and other rights to the Subscriber-Generated Content, or You have a lawful right to submit the Subscriber-Generated Content.

4. REPORTING INTELLECTUAL PROPERTY INFRINGEMENT.

DMCA Notice for Copyright Infringement.

Fūsus will respond appropriately to notices of alleged copyright infringement that comply with the Digital Millennium Copyright Act (“DMCA”), as set forth below. If You own a copyright in a work (or represent such a copyright owner) and believe that the copyright in that work has been infringed by an improper posting of it as part of Subscriber-Generated Content on the Software, then You may send us a written notice that includes all of the following:

- (1) a subject line that says: "DMCA Copyright Infringement Notice"; and
- (2) a description of the copyrighted work that You claim has been infringed or, if multiple copyrighted works are covered by a single notification, a representative list of such works; and
- (3) a description of the location of the infringing material on the Software; and
- (4) Your full name, address, telephone number, and e-mail address; and
- (5) a statement by You that You have a good faith belief that use of the allegedly infringing material in the manner complained of is not authorized by the copyright owner; and
- (6) a statement by You, made under penalty of perjury, that all the information in Your notice is accurate, and that You are the copyright owner (or, if You are not the copyright owner, then Your statement must indicate that You are authorized to act on the behalf of the owner); and,
- (7) Your physical signature or, if sent within an email (rather than in a physical document or a digital document attached to an email), the characters "/s/" followed by Your full typed name, which will serve as Your electronic signature.

Fūsus may elect to not respond to DMCA Notices that do not substantially comply with all of the foregoing requirements, and Fūsus may elect to remove allegedly infringing material that comes to its attention via notices that do not substantially comply with the DMCA.

B. Mode of Communication.

Fūsus will only respond to DMCA Notices that it receives by mail or e-mail at the addresses below: **By Mail:**

Fūsus
ATTN: DMCA Notice
5550 Triangle Pky, Suite 100 Peachtree Corners, GA 30092

By E-Mail:

helpdesk@fusus.com

We may send the information that You provide in Your DMCA Notice to the person who provided the allegedly infringing work. That person may elect to send us a DMCA Counter-Notification.

Without limiting Fūsus's other rights, Fūsus may, in appropriate circumstances, terminate a repeat infringer's access to the Software and any other Software owned or operated by Fūsus.

C. DMCA Counter-Notification regarding Copyright Infringement.

If access on the Software to a work that You submitted to Fūsus is disabled or the work is removed as a result of a DMCA Notice, and if You believe that the disabled access or removal is the result of mistake or misidentification, then You may send us a DMCA Counter-Notification to the addresses above. Your DMCA Counter-Notification should contain the following information:

- (1) a subject line that says: "DMCA Counter-Notification"; and
- (2) a description of the material that has been removed or to which access has been disabled and the location at which the material appeared on the Software before it was removed or disabled; and
- (3) a statement made under penalty of perjury that You have a good faith belief that the material was removed or disabled as a result of mistake or misidentification; and
- (4) Your full name, address, telephone number, e-mail address, and the username of Your Account; and
- (5) a statement that You consent to the jurisdiction of the Federal District Court for the judicial district in which Your address is located (or, if the address is located outside the U.S.A., to the jurisdiction of the United States District Court for the District of Georgia), and that You will accept service of process from the person who provided DMCA notification to us or an agent of such person; and
- (6) Your physical signature or, if sent within an email (rather than in a physical document or a digital document attached to an email), the characters "/s/" followed by Your full typed name, which will serve as Your electronic signature.

Please note that the DMCA provides that any person who knowingly materially misrepresents that material or activity was removed or disabled by mistake or misidentification may be subject to liability.

If we receive a DMCA Counter-Notification, then we may replace the material that we removed (or stop disabling access to it) in not less than 10 and not more than 14 business days following receipt of the DMCA Counter-Notification. However, we will not do this if we first receive notice at the addresses above that the party who sent us the DMCA Copyright Infringement Notice has filed a lawsuit asking a court for an order restraining the person who provided the material from engaging in infringing activity relating to the material on the Software. You should also be aware that we may forward the DMCA Counter-Notification to the party who sent us the DMCA Copyright Infringement Notice.

D. Reporting Infringement of Other Intellectual Property.

If You own intellectual property other than a copyright and believe that Your intellectual property has been infringed by an improper posting or distribution of it on the Software, then You may send Fūsus a written notice to one of the addresses set forth in Section 4.A. above that includes all of the following:

- (1) a subject line that says: "Intellectual Property Infringement Notice"; and
- (2) a description of the intellectual property that You claim has been infringed, or a list of the intellectual
- (3) property if multiple works have been infringed; and a description of the location of the infringing material on the Software; and

(4) Your full name, address, telephone number, and e-mail address; and

(5) a statement by You that You have a good faith belief that use of the allegedly infringing material in the manner complained of is not authorized by the owner; and

(6) a statement by You, made under penalty of perjury, that all the information in Your notice is accurate, and that You are the owner (or, if You are not the owner, then Your statement must indicate that You are authorized to act on the behalf of the owner); and,

(7) Your physical signature or, if sent within an email (rather than in a physical document or a digital document attached to an email), the characters “//s//” followed by Your full typed name, which will serve as Your electronic signature.

Fūsus will act on such notices in its sole discretion. Any User of the Software that fails to respond satisfactorily to Fūsus with regard to any such notice is subject to suspension or termination. We may send the information that You provide in Your notice to the person who provided the allegedly infringing material.

4. YOUR ACCOUNT AT FŪSUS.

A. Registration.

To access the Solution through the Software, You not only must execute a Subscription Agreement, but also You must become a registered user of the Software by establishing an Account. The Software's practices governing any resulting collection and use of Your personal information in Your Account are disclosed in its Privacy Policy.

B. Usernames and Passwords.

If You register for any feature of the Software that requires a password and/or username, such as the Solution, then You will select Your own password at the time of registration (or we may send You an email notification with a randomly generated initial password) and You agree to the following:

(1) You will not use a username (or e-mail address) that is already being used by someone else, that may impersonate another person, that belongs to another person, that violates the intellectual property or other right of any person or entity, or that is offensive (Fūsus may reject the use of any password, username, or email address for any reason in our sole discretion); and

(2) You will provide accurate, current, and complete registration information about Yourself in connection with the registration process and, as permitted, to maintain and update it continuously and promptly to keep it accurate, current, and complete for as long as You use the features to which the registration relates; and

(3) You are solely responsible for all activities that occur on the Software under Your Account, password, and username, whether or not You authorize the activity (except to the extent that any activity occurs due to unauthorized use of Your password and username by another person or entity), and, accordingly, if You are an entity Subscriber, You are solely responsible for the actions of all persons subject to Your control and/or supervision who access the Software and the Content through Your subscription; and

(4) You are solely responsible for maintaining the confidentiality of Your password and for restricting access to Your

computers, phones, pads, tablets, or other Internet Access Devices, so that unauthorized persons may not access any password protected portion of the Software using Your name, username, or password; and

(5) You will immediately notify Fūsus of any unauthorized use of Your Account, password, or username, or any other breach of security; and

(6) You will not sell, transfer, or assign Your Account or any Account rights.

Fūsus shall have no liability for any loss or damage (of any kind and under any legal theory) to You or any third party arising from Your inability or failure for any reason to comply with any of the foregoing security obligations.

C. Termination in the Event of Non-appropriation.

If You are a public entity and do not appropriate funds for this agreement, then this agreement and all Your obligations terminate. A refund will be provided for any unused portion of the paid subscription, after the 30-day notice period through the remainder of the term.

D. Software Access Charges.

Fūsus reserves the right, upon reasonable notice, to charge for access to some or all of the Software, charge for access to premium functionality or Content on some or all of the Software, or require a subscription or registration to access some or all of the Software. Fūsus further retains the right to change the terms and conditions for accessing the Software or portions of the Software; and the right to restrict access to the Software or portions of the Software, in whole or in part, based on any lawful eligibility requirements Fūsus may elect to impose (e.g., geographic or demographic limitations). Fūsus may modify, revalue, or make the registration free at its sole discretion without advance notice or liability.

E. Your Use of an Internet Access Device and Third-Party Components.

You understand and agree that Your use of any Internet Access Device and/or all third-party hardware, software, services, telecommunication services (including Internet connectivity), or other items used by You to access the Software ("Third-Party Components") are the sole and exclusive responsibility of You, including all costs of Your use of such Third-Party Components, and that Fūsus has no responsibility for such third-party components, services, or Your relationships with such third parties. You agree that You shall at all times comply with the lawful terms and conditions of Your agreements with such third parties. Fūsus does not represent or warrant that the Software and the Content are compatible with any specific third-party hardware or software or any other Third-Party Components. You are responsible for providing and maintaining an operating environment as reasonably necessary to accommodate and access the Software.

F. Wireless Features.

The Software may offer certain features and services that are available to You via Your wireless Internet Access Device. These features and services may include the ability to access the Software's features and upload content to the Software, receive messages from the Software, and download applications to Your wireless Internet Access Device (collectively, "Wireless Features"). Standard messaging, data, and other fees may be charged by Your carrier to participate in Wireless Features. Fees and charges may appear on Your wireless bill or be deducted from

Your pre-paid balance. Your carrier may prohibit or restrict certain Wireless Features and certain Wireless Features may be incompatible with Your carrier or wireless Internet Access Device. You should check with Your carrier to find out what plans are available and how much they cost. Contact Your carrier directly with questions regarding these issues. You understand and acknowledge that Fūsus has no responsibility or liability for Your ability or inability to access or take advantage of any Wireless Features due to Your carrier, Your phone service plan, Your Internet Access Device, or any other Third-Party Component.

G. Customer Service.

Fūsus acknowledges the importance of response times for critical systems when technical issues arise. As such, Fūsus shall provide technical support during normal business hours from 9am to 5pm ET, and via an on-call after-hours support team which is available on a 24/7/365 basis. When technical issues arise, Subscriber may contact Fūsus Technical Support via phone at: (844) 226-9226 ext. 2 or via email at: helpdesk@fusus.com. Fūsus will make every effort in all circumstances to respond to Subscriber technical support inquiries in a timely fashion. For after-hours support requests, Subscriber shall notify Fūsus of the priority of their request when it is submitted. The priority shall determine the guaranteed response time as detailed below:

- (1) Priority 1 – Technical concerns impacting a single or multiple users that require immediate resolution during critical incidents or major events at the Agency/Organization. Fūsus to return customer's call or email within 2 hours, including holidays and weekends.
- (2) Priority 2 – Technical concerns impacting multiple users, non-critical/major events. Fūsus to return customer's call or email within 24 hours.
- (3) Priority 3 – Technical concerns impacting a single user, non-critical/major events. Fūsus to return customer's call or email within 1 business day.

5. YOUR GENERAL REPRESENTATIONS AND WARRANTIES.

A. You represent and warrant the following in respect of this Agreement:

- (1) You have the necessary authority to enter into this Agreement; and
- (2) If You are an individual, You are over the age of eighteen; and
- (3) You shall cooperate with all of the instructions, rules, and procedures that apply to Your Fūsus Account;
- (4) You have provided and will continue to provide true, accurate, current, and complete Account registration information; and
- (5) You will respect and abide by all of Your obligations under this Agreement, and You will perform Your obligations under this Agreement diligently; and
- (6) If You are an entity Subscriber, You will monitor and closely supervise all of the persons under Your employment, including all officers, directors, employees, contractors, agents, and legal representatives who access the Software and the Content through Your subscription to ensure their compliance with these Terms,

and You understand, acknowledge, and agree that You are entirely responsible for such compliance by all persons subject to Your control and/or supervision; and

- (7) You will comply with all laws and regulations applicable to this Agreement and to the Software and Content, include all laws regarding personal rights of privacy and publicity.

B. Expressed Warranty.

Products manufactured by Fūsus are warranted to be free from defects in material and workmanship under normal use and service. This warranty is applicable to any of Fūsus's products provided as part of the Software as a Service agreement with Subscriber, or purchased by Subscriber for use with their subscription, that Subscriber returns to Fūsus during the period of the initial term of the agreement.

- (1) Real-Time Crime Center in the Cloud Subscribers (RTC3): All equipment issued as part of a RTC3 project, including fususCORE™ appliances and peripherals, are warranted for the duration of the initial agreement and will be repaired or replaced at Fūsus's cost with an appropriate Request to Merchant (RMA) authorization.
- (2) Security Operations Center in the Cloud Subscribers (SOC2): All equipment issued as part of a SOC2 project, including fususCORE™ appliances and peripherals, are warranted for one (1) year from the original date of shipment to Subscriber or its authorized reseller. Extended annual warranty periods purchased by Subscriber for coverage after the first year must be purchased prior to the original shipment of hardware to be considered valid. All warranted hardware will be repaired or replaced at Fūsus's cost with an appropriate Request to Merchant (RMA) authorization.

Fūsus's obligations, with respect to such applicable warranty returns, are limited to repair, replacement, or refund of the purchase price actually paid for the product, at Fūsus's sole option. Fūsus shall bear round-trip shipment costs of defective items found to be covered by this warranty. Defective products or parts thereof may be replaced with either new, factory refurbished, or remanufactured parts. Defective parts, which have been replaced, shall become Fūsus property. This warranty does not extend to any product sold by Fūsus which has been subjected to misuse, neglect, accident, improper installation by a non-authorized 3rd party, or a use for purposes not included or not in accordance with installation procedures and instructions furnished by Fūsus, or which has been repaired or altered by persons other than Fūsus or which has been damaged by secondary causes, including but not limited to, improper voltages, adverse environment conditions, improper handling, or products which have had their serial number or any part thereof altered, defaced, or removed.

6. INDEMNIFICATION AND LIABILITY

A. Fūsus shall indemnify, defend and hold the Customer and its officials, agents and employees harmless from and against any and all claims, damages, losses, injuries and expenses (including reasonable attorneys' fees), relating to or arising out of: (i) any act or omission of Fūsus, its officers, employees, subcontractors, or agents in connection with the performance of the Services; (ii) any security breach or other breach of a covenant, representation or warranty made by Fūsus under this Contract; and (iii) use by Fūsus of any intellectual property in connection with the Services (whether such intellectual property is owned by Fūsus or a third party) or the incorporation by Fūsus of intellectual property into the Services.

7. GENERAL PROVISIONS.

A. Severability and Interpretation.

If any provision of this Agreement, is for any reason deemed invalid, unlawful, void, or unenforceable by a court of competent jurisdiction, then that provision will be deemed severable from this Agreement, and the invalidity of the provision will not affect the validity or enforceability of the remainder of this Agreement which will remain in full force and effect.

B. Communications.

Whenever You communicate with Fūsus electronically, such as via e-mail, You consent to receive communications from Fūsus electronically. Please note that, except as set forth in the provisions of this Agreement regarding the DMCA, Fūsus is obligated to respond to inquiries that it receives.

C. Assignment.

Fūsus may assign its rights and obligations under this Agreement, in whole or in part, to any party at any time without any notice. This Agreement may not be assigned by You, and You may not delegate Your duties under these Terms, without the prior written consent of an officer of Fūsus.

D. No Waiver.

Except as expressly set forth in this Agreement, no failure or delay by You or Fūsus in exercising any rights or remedies under this Agreement will operate as a waiver of that or any other right or remedy.

E. No Partnership or Joint Venture.

Neither this Agreement, nor any terms and conditions contained herein shall be construed as creating a partnership, joint venture, franchise or agency relationship between You and Fūsus.

F. Complete Agreement.

This Agreement contains Your entire understanding with Fūsus with respect to the subject matter and supersedes any and all prior oral or written proposals or understanding.



Roseville Police Department

Roseville Police Department

1051 Junction Blvd
Roseville, CA 95678
United States

Troy Bergstrom

Chief
tbergstrom@roseville.ca.us
+1 (916) 774-5000

Reference: 20221118-104330898

Quote created: November 18, 2022

Quote expires: December 30, 2022

Quote created by: James Macedo

Public Safety Advisor

jkm@fusus.com

+1 (209) 609-1433

Products & Services

Item & Description	SKU	Quantity	Unit Price	Total
Pro Package SaaS SaaS Subscription to Include 500 Data Points/Video Streams and 5 TBs of Cloud Storage	FUSE-S-1- 1001	1	\$74,999.00 / year	\$74,999.00 / year for 3 years
Core Pro Appliance	CORE-P- 2001	15	\$600.00	\$0.00 after 100% discount
Core Elite AI Appliance	CORE-AI- 2001	7	\$5,000.00	\$0.00 after 100% discount

Subtotals

Annual subtotal	\$74,999.00
One-time subtotal	\$0.00 after \$44,000.00 discount

Total \$74,999.00

Questions? Contact me



James Macedo

Public Safety Advisor

jkm@fusus.com

+1 (209) 609-1433

Fusus, Inc.

5550 Triangle Parkway

Peachtree Corners, Georgia 30092

United States of America



COUNCIL COMMUNICATION

CC #: 2475
File #: 0203-12

Title: Firing Range Target System - Sole Source Contract Purchase Agreement
Contact: Scott Christian 916-774-5099 schristian@roseville.ca.us
Mark Peinado 916-774-5021 mcpeinado@roseville.ca.us

Meeting Date: 1/18/2023
Item #: 7.5.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution to approve a sole-source contract purchase agreement to Action Target, Inc. in the amount of \$204,479.98 for a Firing Range Target System.

BACKGROUND

The Roseville Police Department indoor shooting range, also known as the James A. Hall Firing Range, was built in 1998. The shooting range was installed a year after the Roseville Police Department (RPD) moved to 1051 Junction Blvd from 401 Oak St, in 1997. The shooting range equipment was built and installed by the Meggitt Corporations. All equipment inside the shooting range is the original equipment and technology from the original installation in 1998. Though the range backstop is professionally mined for lead removal, the range equipment has never been upgraded. All maintenance of the range has been handled by RPD or City of Roseville personnel. The shooting range is not only used by RPD, but also by many surrounding law enforcement agencies. During the 24 year lifespan of the indoor shooting range, the range has had countless thousands of rounds of ammunition fired in it. Much of the range equipment is worn out, damaged, and in need of replacement. RPD has depleted its original supply of spare parts from 1998.

If approved, the existing target holders and the target carrier system would be removed from the shooting range. All metal target carrier/target holders would be recycled by the City of Roseville. A new stationary target holder system would be installed by Action Target, Inc., along with a lateral moving (left and right) target carrier system. Additionally, the inside walls of the shooting range would be steel plated out to a distance of 20 feet from the backstop, thus making the walls bulletproof. The range would also be outfitted with two mobile target carriers to assist more realistic training. The fixed turning target and lateral moving target systems are proprietary to the vendor, Action Target, Inc.

FISCAL IMPACT

The total cost for the Firing Range Target System will be \$204,479.98. Funding for this purchase has been approved in the amount of \$190,000 from the Equipment Replacement Fund. There are sufficient funds in the FY2022-23 Police Department's operating budget in the General Fund to cover the remaining \$14,479.98. No additional funds are being requested.

ENVIRONMENTAL REVIEW

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

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal C - Maintain a safe and healthy community

Respectfully Submitted,

Mark Peinado, Management Analyst

Troy Bergstrom, Police Chief



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 23-010

CPA#3002599 for Action Target

RESOLUTION NO. 23-010

APPROVING A SOLE SOURCE CONTRACT PURCHASE AGREEMENT, BY AND
BETWEEN THE CITY OF ROSEVILLE AND ACTION TARGET, INC., AND
AUTHORIZING THE CITY MANAGER TO EXECUTE IT
ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a sole source contract purchase agreement (3002599) for the purchase of a firing range target system for the Roseville Police Department, between the City of Roseville and Action Target, Inc., has been reviewed by the Council; and

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

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 2023, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



Contract Purchase Agreement 3002599

Supplier Details:

Company Action Target Inc.
Contact Chris Hart
Address 3411 S. Mountain Vista Parkway

Provo, UT 84606

Submit your response to:

Company City of Roseville
Contact Joanna Oukrop
Address Purchasing Division
311 Vernon St
Roseville, CA 95678
Phone (916) 746-1102
Fax (916) 746-1115
E-mail JOukrop@roseville.ca.us

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

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

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

Sole proprietorship - **By owner**
Partnership - **Any general partner**
Corporation - **Two options:**

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

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

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

Insurance requirements:

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



Contract Purchase Agreement 3002599

Agreement	3002599
Agreement Date	19-OCT-2022
Revision	0
Agreement Amount	204,479.98 USD

Invoice To **City of Roseville**
Accounts Payable
311 Vernon St
ROSEVILLE CA 95678

Phone: (916) 774-5488

Fax: (916) 784-3796

Email: accountspayable@roseville.ca.us

Supplier **Action Target Inc.**
 3411 S. Mountain Vista Parkway

Provo, UT 84606

Phone: (801) 319-1314

Fax: ()

Email: chrish@actiontarget.com

Description of Labor, equipment and/or materials The vendor shall provide equipment and labor for the purchase and installation of a 10-lane, 25-yard tactical indoor range, dual running man moving target system, combat wall baffles, factory installation, and full training of range staff in accordance with the attached Action Target quotation number 137472 dated 10/17/22.

START DATE: Executed Agreement

END DATE: Upon Payment of Final Invoice

Please contact Mark Peinado in the Police Department at (916) 774-5040 or mcpeinado@roseville.ca.us for questions regarding this agreement.

Customer #	Supplier #	Payment Terms	Freight Terms	FOB	Shipping Method
	15325	Net 30	Freight on Board at the destination	Destination	Best Method
Start Date	End Date	Confirm To			
Joanna Oukrop Phone 1-916-746-1102					

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

Contract Purchase Agreement 3002599

Contract Terms and Conditions

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

Contract Purchase Agreement 3002599

- b. Form. Contractor shall submit a certificate evidencing such coverage for the period covered by this Agreement in a form satisfactory to Risk Management and the City Attorney, prior to undertaking any work hereunder. Any insurance written on a claims made basis is subject to the approval of Risk Management and the City Attorney.
- c. Additional Insureds. Contractor shall also provide a separate endorsement or section of the policy showing City, its officers, agents, employees, and volunteers as additional insureds for each type of coverage (except Workers' Compensation) and for ongoing and completed operations. Such insurance shall specifically cover the contractual liability of Contractor. The additional insured coverage under the Contractor's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from City's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office (ISO) CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be:
 - (1) the minimum coverage and limits specified in this Agreement; or
 - (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.
- d. Cancellation/Modification. Contractor shall provide thirty (30) days written notice to City prior to cancellation or modification of any insurance required by this Agreement.
- e. Umbrella/Excess Insurance. The limits of insurance required in this Agreement may be satisfied by a combination of primary and excess insurance. Any excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of City (if agreed to in a written contract) before City's own insurance shall be called upon to protect it as a named insured.
- f. Subcontractors. Contractor agrees to include in its contracts with all subcontractors the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, to the extent they apply to the scope of the subcontractor's work. Furthermore, Contractor shall require its subcontractors to agree to be bound to Contractor and City in the same manner and to the same extent as Contractor is bound to City under this Agreement. Additionally, Contractor shall obligate its subcontractors to comply with these same provisions with respect to any tertiary subcontractor, regardless of tier. A copy of City's indemnity and insurance provisions will be furnished to the subcontractor or tertiary subcontractor upon request.
- g. Self-Insured Retentions. All self-insured retentions (SIR) must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or City. City reserves the right to obtain a full certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.
- h. Waiver of Subrogation. Contractor hereby agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss under a Workers Compensation, Commercial General Liability or Automobile Liability policy. All Workers Compensation, Commercial General

Contract Purchase Agreement 3002599

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

- i. Liability/Remedies. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve Contractor of liability in excess of such coverage, nor shall it preclude City from taking such other actions as are available to it under any other provisions of this Agreement or law.
11. Contractor shall comply with all federal, state and local laws and ordinances, including but not limited to the City's storm water regulations, as may be applicable to the performance of services under this Agreement. Failure to comply with local ordinances may result in monetary fines and cancellation of this Agreement. Refer to www.roseville.ca.us/stormwater for links to more information on the City's storm water regulations.
12. In the event that the terms of any attachment or exhibit conflict with any terms of this Agreement, the terms of this Agreement shall control.
13. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.
14. If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorneys' fees. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
15. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.
16. If any of the provisions contained in this Agreement are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.
17. For purposes of this Agreement, the terms "Contractor," "Consultant," and "Supplier" are used interchangeably.
18. No contractor or subcontractor may work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. During the performance of this agreement, Contractor and its subcontractors shall have a continuing legal obligation to maintain current registration with the Department of Industrial Relations. Contractor is hereby notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
19. Contractor must submit all claims as defined in and in accordance with the claim resolution process set forth in Section 9204 of the Public Contract Code. Each such claim must be sent to the City by registered mail or certified mail with return receipt requested and must contain reasonable documentation to support the claim. All claims must be received prior to acceptance of the work.
20. Contractor certifies that Contractor, its employees, directors, officers, agents,

Contract Purchase Agreement 3002599

subcontractors, vendors, and volunteers are not presently debarred, excluded, suspended, declared ineligible, voluntarily excluded, or proposed for debarment, exclusion, suspension or ineligibility by any federal, state, or local department or agency.

21. This Agreement may be amended via change order, but only if such change order is made in writing, approved by the City, and signed by both parties.
22. CONTRACTOR agrees to defend and indemnify CITY if, despite the parties intent and practice, any venue, agency, or court with competent jurisdiction determines that CONTRACTOR and/or any of its agents, officers, employees, volunteers, independent contractors, or subcontractors, are characterized as employee(s) of CITY.

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

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

NA
Roseville Business License No. _____

NA
Contractor License No. _____

DIR Registration No. PW-LR-1000407538

Check mark the applicable company type below:

- ☒ Corporation
☐ Limited Liability Company
☐ Partnership
☐ Sole Proprietor

*City Reserves the right to withhold any payments to contractor in the event of noncompliance with insurance requirements or if required by law.
Construction T&C
REV 3/2/21 JS*

Contract Purchase Agreement 3002599

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

General - Required Coverage/Documentation

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

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

Construction: X

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

Design Professional: _____

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

Professional Consultant: _____

Professional Liability:
\$1 Million/occurrence

IT Services: _____

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

Hazardous Materials: _____

Pollution Liability:
\$1 Million/occurrence

Special Events/Caterers-Vendors: _____

No auto required
No workers' comp required

Professional Counseling/ Psychological: _____

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

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Pyrotechnics: _____

General Liability:

\$5 Million/occurrence

\$10 Million aggregate

Auto - \$2 Million/occurrence

Chemical/Environmental: _____

General Liability:

\$3 Million/occurrence

\$6 Million aggregate

Pollution – \$2 Million/Occurrence

Auto - \$2 Million/Occurrence

Insurance Submission Process

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

How It Works

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

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

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

Contract Purchase Agreement 3002599

Asbestos-Containing Materials in City-Owned Buildings

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

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

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

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

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

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

Contract Purchase Agreement 3002599

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

Sign to acknowledge receipt of asbestos notification:

SIGNATURE	DocuSigned by:  C70D9CE85F6T488...
COMPANY NAME	Action Target, Inc.
DATE	10/24/2022

Asbestos
Rev 01/16/19

Contract Purchase Agreement 3002599

Supplier

DocuSigned by:

Signature: Scott Wright

C70D9CE85F61488...

Print Name: scott wright

Title: CFO

Date: 10/24/2022

Supplier

DocuSigned by:

Signature: Michael Birch

E0521B11A202487...

Print Name: Michael Birch

Title: CEO

Date: 10/25/2022

City of Roseville, A Municipal Corporation

Signature: _____

Print Name: **Dominick Casey**

Title: **City Manager**

Date: _____

ACTION TARGET PROPOSAL



ACTION TARGET PROPOSAL



Roseville PD, CA - OCT 2022

Quotation Number: 137472

Prepared by: Chris Hart



3411 Mountain Vista Pkwy, Provo Ut 84606
ActionTarget.com | 888.377.8033

PRICING TABLES

INDOOR RANGE TARGET SYSTEMS	Price
10 Lane 25 Yard Tactical Indoor Range - 50' wide Fixed Lateral Electric Turning Targets w/ tablet control (10 Lanes) - Inverted 360 degree electric turning target system - Adjustable target spacing across track - Redundant controls: fixed touchscreen, wireless tablet - Requires (2) 120 v 16 FLA power supplies down range (Not included by ATI) (1) up range 120v 16 FLA power supplies (Not included by ATI) DRM PRO - Dual Running Man Moving Target System - (48' wide) (2) individual laterally moving target carriers - Speeds from 5-20 feet per second - Controlled with Turning Target control system - Requires 220v power at the firing line (Not included by ATI) (1) Up range 120v 16 fla power supply (Not included by ATI) Combat Wall Baffles - Covers 20' of walls in front of bullet trap - Allows for safe 180-degree training on range walls 3/8" AR500 w/ 2" acoustical rubber tile fascia for rifle use Performance Bond Included Action Target Factory Installation at CA Prevailing Wage Rates -Includes demolition of existing target retrievers (disposal by Roseville) -Does not include demo of existing rubber panels. To be performed by Roseville Full Training of Range Staff - Includes Prevailing Wage Rates Ground Freight Includes Taxes	\$198,780.00
Trusted Partner 3-Year Warranty - Comprehensive Trusted Partner Warranty covers both parts and labor due to manufacturing or product defects.	\$0.00

Total

\$198,780.00

PORTABLE BULLET TRAPS	Price	QT Y	Subtotal
(2) Rifle Rated Portable Bullet Traps -1/2 thick AR500 impact plate -2" thick rubber fascia to contain splatter and allow for a direct target mounting location -Stands at 6' tall -45"x25" target surface -No exposed bolts or brackets in the target zone -Convenient dump tray for collecting spent lead and jackets	\$2,849.99	2	\$5,699.98
Total			\$5,699.98

TERMS & CONDITIONS

Action Target Inc. may be referred to as "Action Target" or "ATI" throughout this proposal.

PROPOSAL DATE Oct 17, 2022

PROPOSAL VALIDITY 30 days from Oct 17, 2022

PAYMENT TERMS

1. PO with Milestones
2. ATI reserves the right to adjust installation costs based upon the actual site conditions encountered.
3. Unless explicitly itemized, price does not include bonds, fees, assessments, licenses, permits, mandatory wage requirements, other regulatory costs that may be applicable to the job site, or anything else not expressly identified in this proposal.
4. Price applies to range equipment and systems only. It does not include site preparation, construction, trusses/baffle supports, electrical, conduit, or any other work not directly contained in ATI's scope of work.

Steel Pricing Terms

The Parties acknowledge that the Total Contract Price includes an estimated costs for steel to be utilized in the ATI equipment being provided as part of this Agreement. If the actual price for steel at the time ATI orders the steel for this project is less than the amounts estimated in the current Total Contract Price, ATI agrees to adjust the Total Contract Price accordingly and credit Customer the difference. ATI will utilize the "Notice to Proceed" as the time frame to assess the cost of steel for the project, including Industry Indexes and then current quotes from ATI's steel suppliers.

HVAC Terms

If any changes to scope, design, or layout are requested by the Customer which require a change to be made to the HVAC equipment ordered after the contract execution, customer agrees to pay ATI for any increased costs incurred from such changes. Also, if drawings are not approved by customer within five (5) months of signed contract, customer agrees to pay ATI the difference in HVAC equipment pricing. Current HVAC equipment cost increases estimated to be between 2% and 5% per month. "

SHIPPING TERMS

1. FOB destination: prepaid.
2. Shipping costs are estimates and subject to change; actual shipping costs will be subject to availability and rates at time of purchase.

DELIVERY & INSTALLATION TERMS

1. Manufacturing shall take no fewer than 18 weeks
2. Full Installation estimated 7 working days.
3. Installation cost is based upon having forklift and scissor lift access. If forklift and scissor lift access is not available, the installation cost will increase.

ACTION TARGET
RESPONSIBILITIES

- 1. Consultation and recommendation of optimal range design.
 - 2. Design of ranges for complete ballistic containment.
 - 3. Procurement, engineering, cutting and painting of ballistic steel plate.
 - 4. Manufacture of targets and control systems.
 - 5. Provision of sound attenuation material as called out on ATI drawings.
 - 6. Design, engineering, and supply of HVAC systems provided by ATI. (if applicable to this project)
-

**CUSTOMER
RESPONSIBILITIES**

1. Buyer to verify the ceiling structure within the range is capable of containing any errant type secondary bullet impacts.
 2. All conduit, A.C. wiring, A.C. electrical connections, lighting, and any duct work is specifically excluded from this proposal and scope of work. If conflict with HVAC, plumbing or electrical equipment occurs, it will be the owner's / contractor's responsibility to resolve issues in a timely manner. Any delays from these may require a change order for additional install time.
 3. Engineered stamped drawings for all hanging points, seismic engineering/components and/or ATI provided equipment.
 4. Permits, licenses, special insurance requirements, bonds (when applicable), regulatory costs, or any other special fees unknown at this time.
 5. Concrete work including slabs, footings, and walls, floor trenching and wall notching (if applicable).
 6. Structural work of any kind, including structural supports, canopies, etc.
 7. Engineering of ceiling or roof structures, trusses, beams cross-members, columns or pillars to accommodate baffle, trap, target systems, lighting and HVAC equipment weight loads. Weights and load points will be provided in ATI drawings for utilization by the general contractor, engineer or architect.
 8. Drop ceiling behind the safety ceiling at the firing line or other light fixtures in this area.
 9. Temporary lighting and power (including 3 phase, if necessary).
 10. Supplying of electrical services, electrical outlets, conduit(s), junction boxes, disconnects, stub-outs and lighting of any kind.
 11. 120-volt power to the control panel, control conduits, and dedicated analog phone line to DDC panel, labor to assist ATI's control technician with pulling in all necessary low voltage cable (all control conduits are required to have pull strings installed prior to arrival of ATI's start-up technician), labor and hardware to install DDC control panels in the building and on the roof, dedicated 120-volt circuit to the control pipe and wire for the evaporative cooler section fill and drain valves.
 12. Power and disconnect switches to all equipment per local code and manufacturer's requirements on the equipment, VFDs for the electrical contractor to mount and wire (ATI will only supply low voltage wire connections).
 13. Range lighting controls and wiring. (unless specifically called out in quote)
 14. Gas, water, and drain piping to the ventilation equipment set by ATI;
 15. Cutting, coring, sealing and/or patching of any wall surfaces, roof surfaces, and or concrete (if applicable).
 16. Additional fees related to "customization" of product or work otherwise identified as "custom".
 17. Action Target MUST have temporary internet access at the facility to program HVAC controls. HVAC maintenance personnel must be present for commissioning to learn troubleshooting for post sign-off.
 18. Any other work, materials or equipment that is not expressly included in the ATI Work.
 19. Disposal of construction waste.
 20. Wash area and restroom facilities.
-

**TERMS &
CONDITIONS
CLAUSE**

This is a summary of standard Action Target Inc. Terms and Conditions. Action Target Inc. reserves the right to change, modify or add to these Terms and Conditions in the final customer contract.

TRUSTED PARTNER WARRANTY™

3-YEAR COMPREHENSIVE COVERAGE

Action Target's 3-year Trusted Partner Warranty is peace of mind for gun ranges. It is uninterrupted training for those that serve. It is a resounding pledge from Action Target to its customer's success as the Trusted Partner at Every Level™.

Our Promise

The comprehensive Trusted Partner Warranty covers both parts and labor due to manufacturing to product defects.

CORE PRODUCTS COVERED

- Genesis™ Target Retriever
- Pilot™ Target Retriever
- SmartRange Axis™ Range control
- DRM Pro™
- Shooting Stalls
- Rubber Berm Trap
- Vortex™ Steel Trap
- Baffles and Deflectors
- Turning targets
- Auto Targets™
- MATCH™
- TAC House™
- Line of Fire™

LEARN MORE

ActionTarget.com/TrustedPartnerWarranty



FIXED LATERAL 360

UNIQUE FEATURES, ADVANCED TRAINING

The Fixed Lateral 360 system allows inverted targets to be repositioned laterally along a fixed rail, spaced apart or in groups, without the use of tools. Used in conjunction with the DRM Pro™ target system, these targets can represent bystanders or threats to simulate real-world scenarios.

360° Turning

Targets can turn 90, 180, and 360 degrees in the blink of an eye.

Ballistic

Exposed downrigger is built using AR500 steel to resist damage from bullets.

Quiet

Electric motor operates quietly, preventing shooters from anticipating movement.

Connected

Integrates with our range control software for advanced features and functionality.

LEARN MORE

ActionTarget.com/Fixed-Lateral-360

FEATURES

- 360° Turning
- Ballistic AR500 Steel Downrigger
- Connected to Range Control
- Advanced Quick Release Clamp
- Lateral Repositioning
- Electrical



DRM PRO

ENHANCED TRAINING AT YOUR FINGERTIPS

The DRM Pro is a state-of-the-art running man target. Equipped with two independent target carriers, variable speeds up to 20 fps, and programmable scenarios, this system offers shooters the most realistic training available.

Fast

Targets travel at speeds up to 20 FPS for realistic training.

Smart Device Control

The DRM Pro may be controlled on any Wi-Fi enabled device and provides access to service logs for maintenance.

Configuration

Inverted: System is installed behind the last row of ceiling baffles.

Two in One

Dual runners on parallel tracks provide enhanced dynamic training.

Connected

System connects with central range control and nearly any smart device.

Powerful

Heavy-duty inductive motors and hardened pulleys are built to last in any environment.

LEARN MORE

ActionTarget.com/DRM_Pro

FEATURES

- Control Interface Runs on Any Smart Device
- Integrates with Range Control Software
- Variable Speeds Up to 20 FPS
- Target Positions are Accurate Within 6"



WALL BAFFLES

KEEP ERRANT ROUNDS SAFELY CONTAINED

A critical safety priority for any indoor range is making sure bullets cannot escape outside the range. Wall baffles provide an extra level of protection to wall structures and ensure that all rounds are contained within the range.

Safe

Wall baffles provide ballistic protection for wall structures and can contain thousands of rifle and handgun bullets, preventing errant rounds from escaping the shooting range.

Customizable

Action Target's wall baffles are compatible with various fascia options, range sizes, and ballistic ratings.

Modular Design

Individual baffles may be replaced as necessary, which keeps maintenance costs low.

Fascia

Wall baffle fascia helps contain splatter and provides sound abatement for the range.

Wood Panel

A layer of wood over the baffle contains bullet splatter, keeping shooters and range staff safe.

Air Gap

A wood or steel furring within the baffle provides space for bullets to splatter.

Ballistic Steel Baffles

Steel baffles prevent bullets from escaping the range and protect structural walls from projectiles fired at oblique angles. ATI Class 1 (handgun) and ATI Class 2 (rifle) options are available.

Wall Deflectors

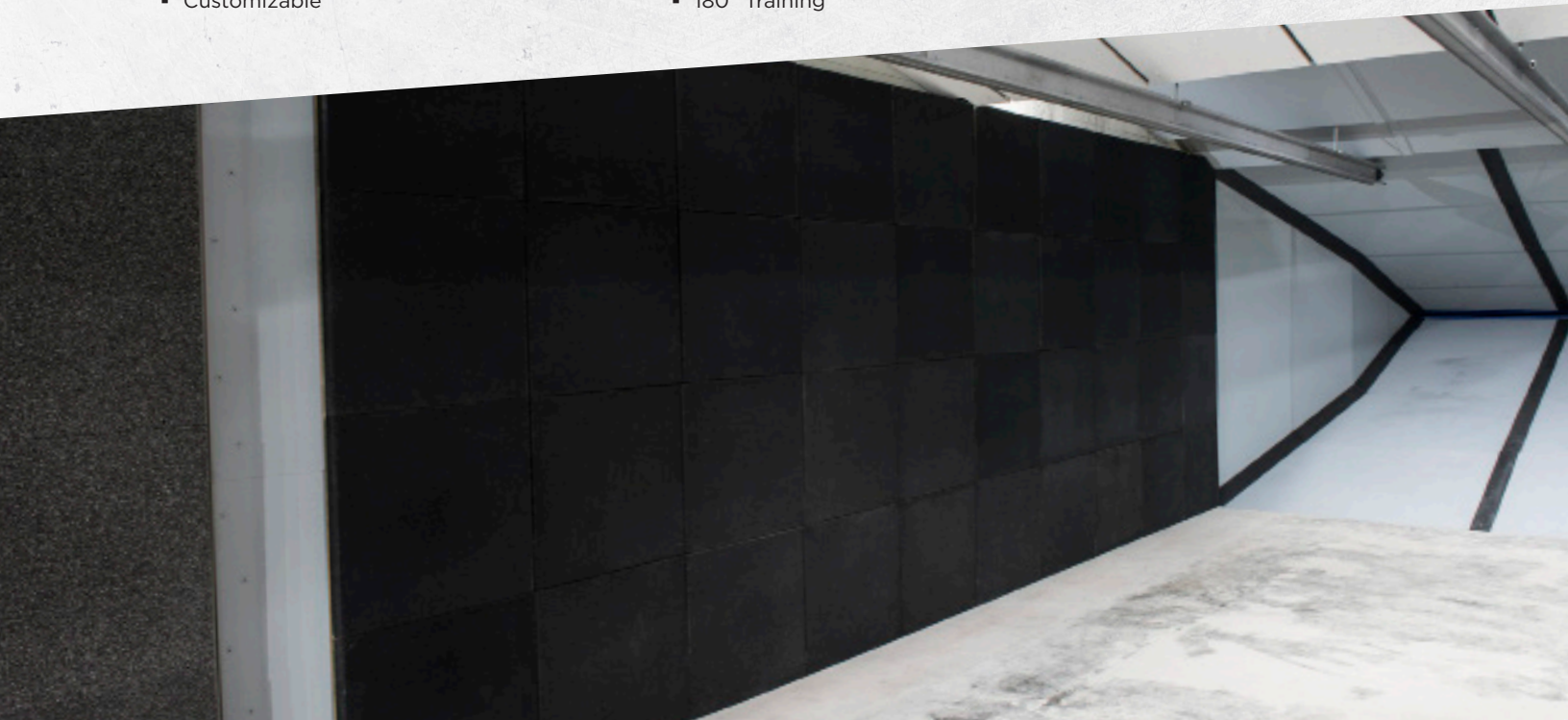
Wall deflectors are installed in front of the bullet trap and over wall seams to keep rounds within the range. Deflectors are comprised of two components that are precisely engineered to direct rounds downrange. Deflectors are also designed with replaceable wear plates.

LEARN MORE

ActionTarget.com/Wall-Baffle

FEATURES

- Prevents Splatter
- Customizable
- Modular
- 180° Training



TECHNICAL DATA SHEET



PORTABLE BULLET TRAP

DESCRIPTION

Portable bullet traps extend the life of the shoot house by capturing rounds in an easy to maintain facade. Strategic placement of bullet traps can significantly reduce the amount of rounds fired into the shoot house. The trap is large enough to accept standard size paper and cardboard targets and they are easily attached with staples or pins. Replaceable rubber fascia and steel backplates are also available.

USE

The system is used inside MATCH™ shoot houses to extend the life of the walls and reduce the frequency of recommended inspections. It can also be used in other applications to collect lead fired at paper or cardboard targets. The portable bullet trap should only be used in front of another ballistic surface (such as a bullet trap, berm, or ballistic wall).

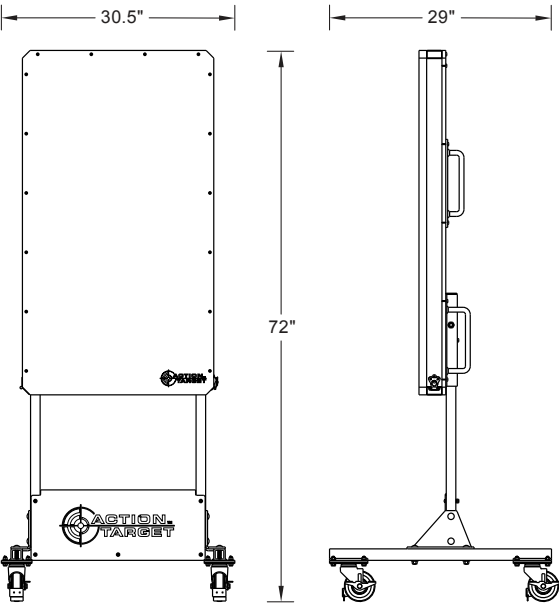
Paper and cardboard targets can be attached directly to the rubber face of the portable bullet trap and quickly repositioned anywhere to enhance the training environment.

SPECIFICATIONS

- Impact Plate Construction: 1/2" AR500 steel
- Total Weight: 340 lbs
- Facade: 2" SBR rubber
- Standard Features:
 - Replaceable rubber facade
 - Easy empty tray
 - Brass deflecting wheel base
- Available Options:
 - All terrain wheel base

FEATURES

AMMUNITION RATING	ATI Class 1 (Handgun)	▪
	ATI Class 2 (Rifle)	▪
FEATURES	Replaceable Facade	▪
	Easy Empty Tray	▪
	Brass Deflecting Wheel	▪
	All Terrain Wheel	○
▪ Standard Feature ○ Optional Feature		



AFTERMARKET SERVICES

TURNKEY CONVENIENCE, COMPLIANCE, AND SAFETY

Managing a range requires a lot of effort and attention to detail. Action Target eliminates much of that effort with our turnkey range solutions. From scheduled maintenance and cleanings to managing metals recycling and compliance documentation, Action Target's services streamline your operations.

Recycling & Disposal Programs

Metals Recycling

Recycling your metals with Action Target is easy and efficient. Simply contact Action Target to schedule a pickup. We will be there within 72 hours, at which time your London Metals Exchange (LME) spot pricing will be locked in.

- **Fast and Convenient Pickup**
- **Simple Brass and Lead Packaging**
- **Best in Class Payment Structure and Loyalty Bonus**
- **10% BONUS for Action Target equipment and services**

Range Waste Disposal

Genesis is connected to SmartRange Axis™ range control software through Action Target's cloud network. This allows Action Target to update content remotely, troubleshoot on the fly, and provide expedited customer support.

Rubber Berm Trap Cleaning

Transparent pricing

Action Target uses a simple, transparent, all-inclusive pricing structure based on the size of your trap to give you the best return on your metals. 100% of the metals value belongs to you. Opt for a check or credit at our store with a 10% loyalty discount. Store credit can be applied to Action Target products, services, and range equipment.

Proprietary Process

We have developed a proprietary process to clean your rubber berm traps with the safety and profitability of your range in mind.

Convenience

This complete turnkey solution integrates with our Metals Recycling and Filter Disposal Programs. We also provide all the necessary containers, pallets, packaging, and other transport materials, simplifying your role in the process.

Maintenance & Cleaning Programs

Range Visits

Action Target works with you to build a plan that determines the appropriate number of annual visits your range requires. These visits include a number of specialized services to keep your range running at peak condition.

Range Cleaning

With staff and client safety as our top priority, we provide cleaning services to help you maintain a safe and sanitary range.

Range Maintenance

We provide resources to help you maintain your range. From maintenance schedules to operation and maintenance manuals, we ensure you are prepared to properly care for your equipment.

Action Target Store



Paper and Cardboard Targets

With more than 1,000 target designs, we offer a greater selection than anyone else in the industry.



Target Backers

We stock a variety of backers to fit any target system.



Steel Targets

We offer a wide variety of innovative steel targets.



Eye and Ear Protection

Keep your customers safe with quality ear and eye protection designed for target shooting and tactical situations.



Firearm Storage and Cleaning

Keep your rental guns secure and working smoothly with our selection of firearms storage, cleaning, and lubrication gear.



Range Cleaning Products

Keep your range safe and clean with products designed to remove lead from hands, shoes, floors, and other surfaces.



HVAC Filters

Specifically designed to filter lead and high loading conditions found in indoor firing range applications.

Customer Support

24/7 Support

Action Target Customer Service is always on call and ready to help with warranty issues, replacement parts, and anything else you need to keep your range running at peak performance. We stand behind our work and we stand behind you.

Nation-Wide Representatives

Regionally-located customer service technicians provide fast industry-leading service in all states.

Remote Access

Many of our products are remotely-accessible, allowing our team to quickly troubleshoot and provide assistance. This speeds up the maintenance process, ensuring minimum downtime.

Inventory

We maintain a parts inventory to minimize service lead times. Additionally, our team works with you to ensure you have the necessary parts on-site to maximize the effectiveness of technician visits.

3-year Warranty

We at Action Target stand behind our products with the industry's best warranty. Our 3 year trusted partner warranty is 3x the protection of industry-standard warranties and 3x the peace of mind for customers.

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April, 2022

RE: Contractor and Grantee Compliance with Economic Sanctions Imposed in Response to Russia's Actions in Ukraine

Dear Vendor:

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (EO) regarding sanctions in response to Russian aggression in Ukraine. The EO is located at <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>.

The EO directs all agencies and departments that are subject to the Governor's authority to take certain immediate steps, including notifying all contractors and grantees of their obligations to comply with existing economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law.

This correspondence serves as a notice under the EO that as a contractor or grantee, compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). Failure to comply may result in the termination of contracts or grants, as applicable.

Please note that for any agreements or grants valued at \$5 million or more you must report to the City of Roseville your compliance with economic sanctions including steps you have taken in response to Russia's actions in Ukraine, including, but not limited to, desisting from making new investments in, or engaging in financial transactions with, Russian entities, not transferring technology to Russia or Russian entities, and directly providing support to the government and people of Ukraine.

Sincerely,

DocuSigned by:
Shannon Wiest
A3035660A19747F...

4/25/2022

Shannon Wiest
City of Roseville
Purchasing and Warehouse Manager



COUNCIL COMMUNICATION

CC #: 2495
File #: 0203-05

Title: Motorola Solutions - Sole Source Purchase Order
Contact: Scott Christian 916-774-5099 schristian@roseville.ca.us
Mark Peinado 916-774-5021 mcpeinado@roseville.ca.us

Meeting Date: 1/18/2023
Item #: 7.6.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council approve a sole source purchase order to Motorola Solutions Inc. for the purchase of 10 portable radios for a total amount of \$75,567.11.

BACKGROUND

The Roseville Police Department have increased their staffing for FY2022-23. Specifically, the Police Department has added one Animal Control Officer, two Police Sergeants, and 7 Police Officers. Due to these new positions, additional equipment is needed to fulfill the needs of these jobs, to include, portable radios. The Roseville Police Department has been using portable radios from Motorola Solutions for over 20 years, and continues to do so.

FISCAL IMPACT

The total estimated cost for the radios is \$75,567.11. Funding has been approved in the Police Department's FY2022-23 operating budget in the General Fund.

ENVIRONMENTAL REVIEW

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

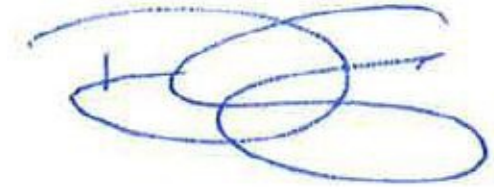
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal C - Maintain a safe and healthy community

Respectfully Submitted,

Mark Peinado, Management Analyst

Troy Bergstrom, Police Chief



Dominick Casey, City Manager

ATTACHMENTS:

Description

Motorola Solutions-Quote



ROSEVILLE POLICE DEPT, CITY OF

11/10/2022

11/10/2022

ROSEVILLE POLICE DEPT, CITY OF
311 VERNON ST STE 206
ROSEVILLE, CA 95678

Dear ,

Motorola Solutions is pleased to present ROSEVILLE POLICE DEPT, CITY OF with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide ROSEVILLE POLICE DEPT, CITY OF with the best products and services available in the communications industry. Please direct any questions to Daniel Schaschwary at Daniel.Schaschwary1@motorolasolutions.com.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Daniel Schaschwary

Billing Address:
ROSEVILLE POLICE DEPT, CITY
OF
311 VERNON ST STE 206
ROSEVILLE, CA 95678
US

Quote Date:11/10/2022
Expiration Date:12/28/2022
Quote Created By:
Daniel Schaschvary
Daniel.Schaschvary1@
motorolasolutions.com

End Customer:
ROSEVILLE POLICE DEPT, CITY OF
Contract: 17724 - HGAC (TX)-RA05-21

Line #	Item Number	Description	Qty	List Price	Contract Price	Disc %	Sale Price	Ext. Sale Price
	APX™ 8000 Series	APX8000						
1	H91TGD9PW6AN	APX 8000 ALL BAND PORTABLE MODEL 2.5	9	\$7,108.00	\$5,188.84	27.0%	\$5,188.84	\$46,699.56
1a	H869BW	ENH: MULTIKEY	9	\$363.00	\$264.99	27.0%	\$264.99	\$2,384.91
1b	Q806CB	ADD: ASTRO DIGITAL CAI OPERATION	9	\$567.00	\$413.91	27.0%	\$413.91	\$3,725.19
1c	Q361AN	ADD: P25 9600 BAUD TRUNKING	9	\$330.00	\$240.90	27.0%	\$240.90	\$2,168.10
1d	Q58AL	ADD: 3Y ESSENTIAL SERVICE	9	\$121.00	\$121.00	0.0%	\$121.00	\$1,089.00
1e	QA05509AA	DEL: DELETE UHF BAND	9	-\$800.00	-\$584.00	0.0%	-\$584.00	-\$5,256.00
1f	H38BS	ADD: SMARTZONE OPERATION	9	\$1,650.00	\$1,204.50	27.0%	\$1,204.50	\$10,840.50
1g	G996AP	ADD: PROGRAMMING OVER P25 (OTAP)	9	\$110.00	\$80.30	27.0%	\$80.30	\$722.70
1h	Q629AH	ENH: AES ENCRYPTION AND ADP	9	\$523.00	\$381.79	27.0%	\$381.79	\$3,436.11
2	PMLN6129A	IMPRES 2 WIRE W/ TRANS TUBE BLK	1	\$135.71	\$99.07	27.0%	\$99.07	\$99.07



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	List Price	Contract Price	Disc %	Sale Price	Ext. Sale Price
3	PMMN4084A	AUDIO ACCESSORY- HEADSET,PLUS RSM NC IP54 THRD 3.5MM JACK RX	1	\$102.60	\$74.90	27.0%	\$74.90	\$74.90
4	NNTN8860A	CHARGER, SINGLE- UNIT, IMPRES 2, 3A, 115VAC, US/NA	1	\$169.56	\$127.17	25.0%	\$127.17	\$127.17
	APX™ 4000 Series	APX4000						
5	H51UCF9PW6AN	APX 4000 7/800 MHZ MODEL 2 PORT	1	\$2,332.00	\$1,702.36	27.0%	\$1,702.36	\$1,702.36
5a	G996AZ	ADD: PROGRAMMING OVER P25 (OTAP)	1	\$110.00	\$80.30	27.0%	\$80.30	\$80.30
5b	QA02756AB	ENH: 3600 OR 9600 TRUNKING BAUD SINGLE SYSTEM	1	\$1,727.00	\$1,260.71	27.0%	\$1,260.71	\$1,260.71
5c	H869CE	ENH: MULTIKEY	1	\$363.00	\$264.99	27.0%	\$264.99	\$264.99
5d	Q629AM	ENH: AES ENCRYPTION AND ADP	1	\$523.00	\$381.79	27.0%	\$381.79	\$381.79
5e	H885BK	ADD: 3Y ESSENTIAL SERVICE	1	\$95.00	\$95.00	0.0%	\$95.00	\$95.00
6	PMPN4174A	CHGR DESKTOP SINGLE UNIT IMPRES, US/NA	1	\$82.08	\$61.56	25.0%	\$61.56	\$61.56
7	PMMN4084A	AUDIO ACCESSORY- HEADSET,PLUS RSM NC IP54 THRD 3.5MM JACK RX	1	\$102.60	\$74.90	27.0%	\$74.90	\$74.90
8	PMLN6129A	IMPRES 2 WIRE W/ TRANS TUBE BLK	1	\$135.71	\$99.07	27.0%	\$99.07	\$99.07
Subtotal							\$70,131.89	
Estimated Tax							\$5,435.22	
Grand Total							\$75,567.11(USD)	



Notes:





COUNCIL COMMUNICATION

CC #: 2493
File #: 0203-04

Title: Custodial Services - Contract Purchase Agreement
Contact: Darci Carpenter 916-774-5702 drcarpenter@roseville.ca.us

Meeting Date: 1/18/2023
Item #: 7.7.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution authorizing the City Manager to execute a Contract Purchase Agreement (3002641) with Pride Industries One, Inc. on behalf of the City of Roseville.

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

BACKGROUND

The Facility Services Division released Custodial Services RFP 01-059 to provide the City custodial and floor care services on a scheduled and as-needed basis at a number of City facilities. Ten companies submitted proposals. The proposals were evaluated on overall proposal submission, proposed cost, qualifications, and experience. The five (5) highest rated proposals moved on to the interview process. Pride Industries One, Inc. was rated the highest and staff is recommending Pride Industries be awarded a contract purchase agreement with the City of Roseville.

FISCAL IMPACT

The total annual value of the initial agreement with Pride Industries One, Inc. is \$862,979.71, not to exceed annual budgeted amounts. Funding for this agreement is included in the Custodial Services Division FY2022-23 budget in the Facility Services Fund, and will be included in future year proposed budgets. Projected spending for the four optional renewal years with Pride Industries One, Inc. is as follows: FY2023-24, \$949,277.68; FY2024-25, \$1,044,205.45; FY2025-26, \$1,148,625.99; and FY2026-27, \$1,263,488.59.

ENVIRONMENTAL REVIEW

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

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal A - Remain fiscally responsible in a changing world

Goal C - Maintain a safe and healthy community

Goal E - Deliver exceptional city services

Respectfully Submitted,

Darci Carpenter, Administrative Technician

Jason Shykowski, Public Works Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 23-019

3002641 CPA PRIDE INDUSTRIES

RESOLUTION NO. 23-019

APPROVING A CONTRACT PURCHASE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND PRIDE INDUSTRIES ONE, INC. DBA PRIDE INDUSTRIES, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a contract purchase agreement (3002641) for Custodial Services, by and between the City of Roseville and Pride Industries One, Inc. dba Pride Industries, has been reviewed by the City Council; and

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

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

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 2023, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



Contract Purchase Agreement 3002641

Supplier Details:

Company Pride Industries One Inc dba Pride Industries
Contact Kathy Lopez-Shaughnessy
Address 10030 Foothills Blvd

Roseville, CA 95747

Submit your response to:

Company City of Roseville
Contact Tiffany Valdez
Address Purchasing Division
311 Vernon St
Roseville, CA 95678
Phone (916) 746-1109
Fax (916) 746-1115
E-mail TValdez@roseville.ca.us

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

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

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

Sole proprietorship - **By owner**
Partnership - **Any general partner**
Corporation - **Two options:**

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

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

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

Insurance requirements:

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



Contract Purchase Agreement 3002641

Agreement	3002641
Agreement Date	29-NOV-2022
Revision	0
Agreement Amount	862,979.71 USD

Invoice To **City of Roseville**
Accounts Payable
311 Vernon St
ROSEVILLE CA 95678

Phone: (916) 774-5488
Fax: (916) 784-3796
Email: accountspayable@roseville.ca.us

Supplier **Pride Industries One Inc dba Pride Industries**
10030 Foothills Blvd

Roseville, CA 95747

Phone: (916) 788-2356
Fax: ()
Email: kathy.shaughnessy@prideindustries.com

Description of Labor, equipment and/or materials THE SERVICES CALLED FOR UNDER CITY OF ROSEVILLE REQUEST FOR PROPOSAL #01-059 AND CONTRACTOR'S PROPOSAL THERETO TITLED CITY OF ROSEVILLE CUSTODIAL SERVICES RFP #01-059 DATED 10/19/22 AND ATTACHMENT F COST PROPOSAL REV. 11/15/22, V7 (HEREINAFTER "PROPOSAL"). THE TERMS AND SCOPE OF WORK OF CITY OF ROSEVILLE REQUEST FOR PROPOSAL #01-059 AND CONTRACTOR'S PROPOSAL ARE HEREIN MADE PART OF THIS CONTRACT PURCHASE AGREEMENT AND FULLY INCORPORATED BY REFERENCE.

PLEASE CONTACT DARCI CARPENTER AT 916-774-5702 OR BY EMAIL AT DRCARPENTER@ROSEVILLE.CA.US FOR QUESTIONS REGARDING THIS AGREEMENT.

The total cost of service is an approximate value only. The City cannot guarantee whatsoever the actual value of this contract.

Customer #	Supplier #	Payment Terms	Freight Terms	FOB	Shipping Method
	15173	Net 30	Freight on Board at the destination	Destination	Best Method
Start Date	End Date	Confirm To			
01-Feb-2023	31-Jan-2024	Tiffany Valdez Phone 1-916-746-1109			

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

Contract Purchase Agreement 3002641

Contract Terms and Conditions

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

Contract Purchase Agreement 3002641

coverage.

- b. Form. Contractor shall submit a certificate evidencing such coverage for the period covered by this Agreement in a form satisfactory to Risk Management and the City Attorney, prior to undertaking any work hereunder. Any insurance written on a claims made basis is subject to the approval of Risk Management and the City Attorney.
- c. Additional Insureds. Contractor shall also provide a separate endorsement or section of the policy showing City, its officers, agents, employees, and volunteers as additional insureds for each type of coverage, except for Workers' Compensation. Such insurance shall specifically cover the contractual liability of Contractor. The additional insured coverage under the Contractor's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from City's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office (ISO) CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be:
 - (1) the minimum coverage and limits specified in this Agreement; or
 - (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.
- d. Cancellation/Modification. Contractor shall provide ten (10) days written notice to City prior to cancellation or modification of any insurance required by this Agreement.
- e. Umbrella/Excess Insurance. The limits of insurance required in this Agreement may be satisfied by a combination of primary and excess insurance. Any excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of City (if agreed to in a written contract) before City's own insurance shall be called upon to protect it as a named insured.
- f. Subcontractors. Contractor agrees to include in its contracts with all subcontractors the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, to the extent they apply to the scope of the subcontractor's work. Furthermore, Contractor shall require its subcontractors to agree to be bound to Contractor and City in the same manner and to the same extent as Contractor is bound to City under this Agreement. Additionally, Contractor shall obligate its subcontractors to comply with these same provisions with respect to any tertiary subcontractor, regardless of tier. A copy of City's indemnity and insurance provisions will be furnished to the subcontractor or tertiary subcontractor upon request.
- g. Self-Insured Retentions. All self-insured retentions (SIR) must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or City. City reserves the right to obtain a full certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.
- h. Waiver of Subrogation. Contractor hereby agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss under a Workers Compensation, Commercial General Liability or

Contract Purchase Agreement 3002641

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

- i. Liability/Remedies. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve Contractor of liability in excess of such coverage, nor shall it preclude City from taking such other actions as are available to it under any other provisions of this Agreement or law.
11. Contractor shall comply with all federal, state and local laws and ordinances, including but not limited to the City's storm water regulations, as may be applicable to the performance of services under this Agreement. Failure to comply with local ordinances may result in monetary fines and cancellation of this Agreement. Refer to www.roseville.ca.us/stormwater for links to more information on the City's storm water regulations.
12. In the event that the terms of any attachment or exhibit conflict with any terms of this Agreement, the terms of this Agreement shall control.
13. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original hereof.
14. If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorneys' fees. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
15. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.
16. If any of the provisions contained in this Agreement are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.
17. For purposes of this Agreement, the terms "Contractor," "Consultant," and "Supplier" are used interchangeably.
18. If the project referenced on this agreement is a Public Works project, then the following shall apply: No contractor or subcontractor may work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. During the performance of this agreement, Contractor and its subcontractors shall have a continuing legal obligation to maintain current registration with the Department of Industrial Relations. Contractor is hereby notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
19. If the project referenced on this agreement is a Public Works project, then the following shall apply: Contractor must submit all claims as defined in and in accordance with the claim resolution process set forth in Section 9204 of the Public Contract Code. Each such claim must be sent to the City by registered mail or certified mail with return receipt requested and must contain reasonable documentation to support the claim. All claims

Contract Purchase Agreement 3002641

must be received prior to acceptance of the work.

20. Contractor certifies that Contractor, its employees, directors, officers, agents, subcontractors, vendors, and volunteers are not presently debarred, excluded, suspended, declared ineligible, voluntarily excluded, or proposed for debarment, exclusion, suspension or ineligibility by any federal, state, or local department or agency.
21. This Agreement may be amended via change order, but only if such change order is made in writing, approved by the City, and signed by both parties.
22. CONTRACTOR agrees to defend and indemnify CITY if, despite the parties intent and practice, any venue, agency, or court with competent jurisdiction determines that CONTRACTOR and/or any of its agents, officers, employees, volunteers, independent contractors, or subcontractors, are characterized as employee(s) of CITY.

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

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

00825852

Roseville Business License No. _____

967732

Contractor License No. _____

1000004128

DIR Registration No. _____

Check mark the applicable company type below:

☒ Corporation

☐ Limited Liability Company

☐ Partnership

☐ Sole Proprietor

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

General T&C

Negotiated City of Roseville and Pride Industries One Inc Contract Terms and Conditions (REV. 11/21/22)

Contract Purchase Agreement 3002641

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

General - Required Coverage/Documentation

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

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

Construction:_____

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

Design Professional:_____

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

Professional Consultant:_____

Professional Liability:
\$1 Million/occurrence

IT Services:_____

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

Hazardous Materials:_____

Pollution Liability:
\$1 Million/occurrence

Special Events/Caterers-Vendors:_____

No auto required
No workers' comp required

Professional Counseling/ Psychological:_____

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

Pyrotechnics:_____

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

Contract Purchase Agreement 3002641

Chemical/Environmental: _____

General Liability:

\$3 Million/occurrence

\$6 Million aggregate

Pollution – \$2 Million/Occurrence

Auto - \$2 Million/Occurrence

Insurance Submission Process

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

How It Works

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

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

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

Contract Purchase Agreement 3002641

Asbestos-Containing Materials in City-Owned Buildings

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

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

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

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

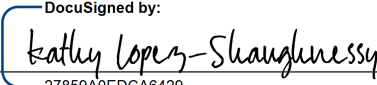
It is important to note that the presence of asbestos does not mean you have been exposed. Exposure results when friable asbestos particles are inhaled or ingested. Asbestos becomes friable when material containing asbestos is drilled, sanded or disturbed by remodeling or demolition work or when the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

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

Contract Purchase Agreement 3002641

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

Sign to acknowledge receipt of asbestos notification:

SIGNATURE	DocuSigned by:  27859A0EDCA6429...
COMPANY NAME	PRIDE Industries One, Inc.
DATE	12/2/2022

Asbestos
Rev 01/16/19

Contract Purchase Agreement 3002641

Supplier

Signature: _____

DocuSigned by:
Kathy Lopez-Shaughnessy
27859A0EDCA6429...

Print Name: _____
Kathy Lopez-Shaughnessy

Title: _____
Director, Commercial Contracts

Date: _____
12/2/2022

Supplier

Signature: _____

Print Name: _____

Title: _____

Date: _____

City of Roseville, A Municipal Corporation

Signature: _____

Print Name: **Dominick Casey**

Title: **City Manager**

Date: _____

**RESOLUTIONS OF
THE BOARD OF DIRECTORS OF
PRIDE INDUSTRIES**

April 27, 2022

Delegation of Signature Authority

WHEREAS, pursuant to Article IX, Section 1 of the Bylaws of PRIDE Industries (the "Corporation"), the Board of Directors of the Corporation (the "Board") may authorize any officer or officers, or any employee or employees in conjunction with one or more officers to enter into any contract or sign checks for payment of money, notes, or other evidence of indebtedness in the name and on behalf of the Corporation; and

WHEREAS, the Board annually reviews and approves a Signing Authority Limits policy and procedure for direct monetary expenditures that delegates certain signing authority to officers of the Corporation; and

WHEREAS, the Board has reviewed and wishes to approve the revised Signing Authority Limits policy and procedure attached hereto as **Exhibit A**; and

WHEREAS, on an ongoing basis, the Corporation submits proposals to, and enters into contracts, amendments, and other agreements and instruments with, various government and private organizations for the purposes of providing mission-related services or facility services to these organizations in exchange for compensation (collectively, "Proposals and Contracts") and may require authority from the Board of the delegation to execute such documents; and

WHEREAS, the Board wishes to delegate certain authority to officers of the Corporation to execute such Proposals and Contracts.

NOW, THEREFORE, BE IT RESOLVED, that the Signing Authority Limits Policy and Procedure for Monetary Expenditures, attached hereto as **Exhibit A** is hereby adopted and approved.

FURTHER RESOLVED, that Signature Authority – Contracts and Proposals, attached hereto as **Exhibit B** is hereby approved and adopted.

CERTIFICATION

I certify that this is a true and correct copy of the Resolutions presented to and adopted by the Board of Directors of PRIDE Industries, at a meeting duly called and held in Roseville, California on April 27, 2022, at which a quorum was present and voted.

By: 
Bob Olsen, Chairman

Dated: 4/27/22

Exhibit A

Signing Authority Limits Policy and Procedure for Monetary Expenditures.

PRIDE INDUSTRIES POLICY AND PROCEDURE

FROM: PRIDE Industries Board of Directors

SUBJECT: Signing Authority Limits – Monetary Expenditures

EFFECTIVE: April 27, 2022.

I. Policy

It is the policy of the Board of Directors ("Board") of PRIDE Industries and PRIDE Industries One, Inc. (collectively "PRIDE") to set signing authority limits on contracts and other document related to the business and all property of PRIDE. The purpose of this policy is to assure that the management of PRIDE are able to efficiently conduct the day-to-day business of PRIDE and that there is appropriate executive and Board oversight of business transactions.

II. Procedure

A. Annual Review: This policy shall be reviewed and amended as needed at least annually by the Board.

B. Limits and Signatories: The following signing authority limits shall apply for expenditures:

1. Five Hundred Thousand (\$500,000) and below: Chief Operating Officer or Chief Financial Officer, in addition, the Chief Financial Officer may further delegate signature authority for amounts below Two Hundred and Fifty Thousand Dollars (\$250,000).
2. Above Five Hundred Thousand (\$500,000), but not more than One Million Dollars (\$1,000,000): The signatures of both the Chief Financial Officer and Chief Operating Officer are required.
3. Above One Million Dollars (\$1,000,000), but not more than Three Million Dollars (\$3,000,000): President/Chief Executive Officer. The signature of the Chief Financial Officer is also required.
4. Amounts in excess of Three Million Dollars (\$3,000,000): shall require Finance Committee approval. The signatures of the Chair of the Finance Committee and President/Chief Executive Officer are required.

Any acquisition of debt in an amount over Three Million Dollars (\$3,000,000) shall require Board approval. Amounts below Three Million Dollars (\$3,000,000) require the signatures of the President/Chief Executive Officer and the Chief Financial Officer.

Exhibit B

Signature Authority – Proposals and Contracts

PRIDE INDUSTRIES POLICY AND PROCEDURE

FROM: PRIDE Industries Board of Directors

SUBJECT: Signing Authority – Proposals and Contracts

EFFECTIVE: April 27, 2022

I. Policy

It is the policy of the Board of Directors ("Board") of PRIDE Industries and PRIDE Industries One, Inc. (collectively "PRIDE") to set signing authority limits on proposals, customer contracts, other documents related to customer agreements, and grant agreements. The purpose of this policy is to assure that the management of PRIDE are able to efficiently conduct the day-to-day business of PRIDE and that there is appropriate executive and Board oversight of business transactions.

II. Procedure

A. Annual Review: This policy shall be reviewed and amended as needed at least annually by the Board.

B. Limits and Signatories: The following signing authority limits shall apply for proposals, customer contracts, other documents related to customer agreements, and grant agreements:

1. The lesser of Forty Million Dollars (\$40,000,000) in annual sales or Two Hundred Million Dollars (\$200,000,000) in total contract value and below: President/Chief Executive Officer, Chief Financial Officer, Chief Operations Officer or Vice President of Contracts can sign on behalf of PRIDE. In addition, the Chief Operations Officer may further delegate signature authority for up to the lesser of One Million Dollars (\$1,000,000) in annual sales or Five Million Dollars (\$5,000,000) in total contract value down to the manager level within PRIDE.
2. Above Forty Million Dollars (\$40,000,000) and in annual sales or Two Hundred Million Dollars (\$200,000,000) in total contract value: the signatures of both Chief Operations Officer and either President/Chief Executive Officer or Chief Financial Officer are required.

C. Data Security and Confidentiality: The Chief Financial Officer is hereby authorized as the data security and confidentially designee.



DELEGATION OF SIGNATURE AUTHORITY FORM

COO DELEGATION ☒

CFO DELEGATION ☐

PRICING PROPOSALS:

Activities	Amount	Title
Renewals or New Pricing	<\$5M total contract value	Directors of Contracts

CONTRACT AWARDS:

Activities	Amount	Title
Contract solicitations/awards	<\$5M total contract value	Directors of Contracts

MONETARY EXPENDITURES:

Activities	Amount	Title

Approval Signature: _____

Date: 27 Jun 22



COUNCIL COMMUNICATION

CC #: 2478
File #: 0203-07

Title: 60kV Cable (RFQ 10-3336) - Purchase Order
Contact: Sue Jessup 916-746-1107 sjessup@roseville.ca.us

Meeting Date: 1/18/2023
Item #: 7.8.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council approve a purchase order with OneSource Supply Solutions, LLC as the lowest responsive and responsible bidder for the purchase of 60kV cable in response to RFQ 10-3336 to provide cable for the future Roseville Parkway Extension Project.

BACKGROUND

The Roseville Parkway Extension Project requires a multi-department effort. The Electric Department is managing the relocation of a section of 60kV line currently in conflict with the future alignment of Roseville Pkwy. This section must be placed underground to allow for the construction of a new overpass that will span Industrial Blvd. and the Union Pacific Railroad. Undergrounding the 60kv line will allow for the preservation of the 60kV network.

The City issued a formal request for bids in October 2022. After evaluating all of the bid submittals, OneSource Supply Solutions, LLC was deemed the lowest responsive and responsible bidder, and provided all required documentation. ILJIN Electric USA, Inc. was deemed nonresponsive because they failed to submit the required Addendum and Formal Invitation for Bid and Award page.

A formal bid was issued with the following vendor responses:

<u>Bidder</u>	<u>Unit Price</u>
OneSource Supply Solutions, LLC Antioch, CA	\$99,109.20
General Pacific Fairview, OR	\$110,523.02
ILJIN Electric USA, Inc. Houston, TX	\$53,690.00

Maydwell & Hartzell
Elk Grove, CA

\$103,404.00

The Okonite Company
San Ramon, CA

\$483,860.00

FISCAL IMPACT

The cost of the cable and associated reels is \$99,109.20 plus tax of \$7,680.97, for a total of \$106,790.17. The Roseville Parkway Extension Project (500078) is funded by the Traffic Mitigation Fee Fund (3151), and the project has a sufficient budget available to cover the costs associated with this recommended procurement.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378. The purchase of 60kV cable meets the above criteria and is not subject to CEQA. No additional environmental review is required.

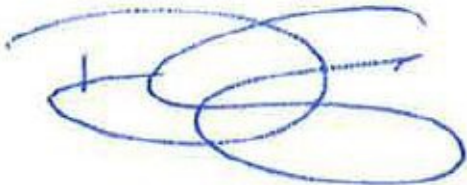
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Sue Jessup, Buyer

Dennis Kauffman, Assistant City Manager/Chief Financial Officer



Dominick Casey, City Manager

ATTACHMENTS:

Description



COUNCIL COMMUNICATION

CC #: 2500
File #: 0203-09

Title: Ultraviolet Disinfection Equipment - Increase to Sole Source Purchase Order
Contact: Blaine Wiegel 916-746-1833 bwiegel@roseville.ca.us

Meeting Date: 1/18/2023
Item #: 7.9.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council approve an increase to the sole source purchase order with Trojan Technologies to cover shipping costs of the ultraviolet (UV) disinfection equipment for the Pleasant Grove Wastewater Treatment Plant (WWTP).

BACKGROUND

The increased cost of \$48,400 to sole source purchase order 9013557 will cover shipping UV equipment to the Pleasant Grove WWTP. The Pleasant Grove WWTP has standardized the use of the Trojan system UV3000Plus for the final disinfection stage of the wastewater treatment process. The current UV system was constructed with four treatment channels to convey treated water for disinfection. When constructed, three of the four channels were fitted with equipment, and the fourth channel was built for system expansion to plant designed flow rates and was to be equipped when the treatment flow approached the capacity of the first three channels. Growth in the Pleasant Grove WWTP service area is now generating sufficient flow to justify equipping the fourth channel. Trojan Technologies is the sole manufacture and distributor of the UV3000Plus.

FISCAL IMPACT

The estimated cost of UV equipment and shipping is \$2,228,829, (\$2,023,600 for equipment, \$156,829 for tax, and \$48,400 for freight). The funding source will be provided from the Environmental Utilities approved Pleasant Grove UV project budget 500165, which is financed by South Placer Wastewater Authority.

ENVIRONMENTAL REVIEW

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

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal C - Maintain a safe and healthy community

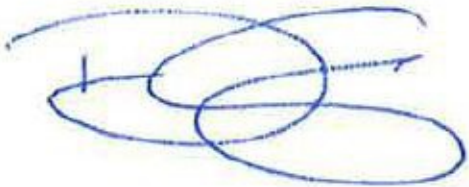
Goal E - Deliver exceptional city services

Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Blaine Wiegel, Preventative Maintenance Coordinator

Richard Plecker, Environmental Utilities Director



Dominick Casey, City Manager

ATTACHMENTS:

Description



COUNCIL COMMUNICATION

CC #: 2477
File #: 0900-02

Title: 2022 Sewer Collection System Cured-in-Place Pipe Rehabilitation Project -
Approval of Plans and Specifications and Authorization to Call for Bids
Contact: Jonathan Cummings 916-774-5566 jcummings@roseville.ca.us

Meeting Date: 1/18/2023
Item #: 7.10.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council:

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

BACKGROUND

The Environmental Utilities Department has an ongoing repair and maintenance program for its sewer collection system. Close circuit television (CCTV) was used to inspect 26 miles of the pipeline interior and, based on severity of defects, segments of pipeline were prioritized for repair. To date, the rehabilitation program has repaired over 19 miles of defective sewer pipeline.

This year's plan is to repair approximately 18,900 linear feet of the sewer collection system that has cracked and/or deteriorated pipe. Additionally, the rehabilitation will include repair of approximately 483 service laterals to provide a seal between the repaired sewer pipe and the lateral connection. The defective pipe and lateral connections will be repaired using ultraviolet (UV) light cured-in-place lining technology where the existing pipe is lined without excavation. Access to the pipe will be provided at existing manholes. Eliminating the need for excavation provides for minimal traffic and neighborhood or business disruption, and a significant cost saving.

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

FISCAL IMPACT

The total cost for this construction project is estimated to be \$3,567,600, which includes the construction cost, contingency for potential change orders, and secondary labor, and is within the existing project budget. Funding for this project is provided by the Wastewater Rehabilitation Fund.

ENVIRONMENTAL REVIEW

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

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Jonathan Cummings, Associate Engineer

Richard Plecker, Environmental Utilities Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Project Manual and Drawings



Buildings & Grounds

Project Manual

Project:
2022 Sewer Collection System CIPP Rehabilitation Project

Department:
Environmental Utilities



CITY OF ROSEVILLE

2022 Sewer Collection System CIPP Rehabilitation Project

The Specifications contained herein have been prepared by, or under the direct supervision of the following Registered Engineers

Bid Documents and Conditions of the Contract Prepared by: City of Roseville

Tracie R. Mueller, PE
Expires 06/30/2024



Technical Specifications Prepared by: City of Roseville

Tracie R. Mueller, PE
Expires 06/30/2024

PROJECT MANUAL

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CITY OF ROSEVILLE
DEPARTMENT OF ENVIRONMENTAL UTILITIES
AQUIFER STORAGE AND RECOVERY WELL DRILLING
CAMPUS OAKS (WELL 13) AND MISTY WOOD (WELL 19)

NOTICE TO CONTRACTORS

NOTICE IS HEREBY GIVEN THAT sealed Proposals will be received at the Office of the City Clerk, 311 Vernon Street, Roseville, California, until Monday February 21, 2023 at 3:00 p.m. Late Proposals will be rejected. No exceptions.

The Proposals will be publicly opened and read by the City Clerk or designee of the City of Roseville at 3:05 p.m. on Monday February 21, 2023 at the Office of the City Clerk located at 311 Vernon Street, Roseville California for the following project: 2022 Sewer Collection System CIPP Rehabilitation Project. Due to current COVID-19 restrictions, no in-person attendance at the Proposal Opening is allowed. However, the Proposal Opening will be video recorded, and will be made available upon request.

A mandatory pre-bid meeting will be held on Thursday, January 12, 2023 at 10:00 a.m. via Microsoft Teams video call. Below is information on how to connect to this video call.

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

https://teams.microsoft.com/l/meetup-join/19%3ameeting_MjUyN2E4ZTAzMDEhZi00Y2Q1LTkxOTEtMDE2NzQ2ZjViNmY1%40thread.v2/0?context=%7b%22Tid%22%3a%22446c7c35-e59d-4e53-84df-3832018aec5a%22%2c%22Oid%22%3a%22af0f0088-b6af-4b92-adb0-053cceed276%22%7d

Conference call number and ID into the Microsoft Teams Meeting is included below in

case you do not have a microphone and/or speakers:

Phone (audio only): +1 213-282-6642

Phone Conference ID: 494 681 838#

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

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

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

2022 Sewer Collection System CIPP Rehabilitation Project

(Name of Bidder)

(Address of Bidder)

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

Each bid must be accompanied by a Bid Guaranty in the form of a Certificate of Deposit, Certified or Cashier's Check, Bidder's Bond or Irrevocable Standby Letter of Credit in an

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

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

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

The City will affirmatively ensure non-discrimination on the basis of one or more of the following: race, religious creed, color, national origin, ancestry, physical disability, mental

disability, medical condition, genetic information, marital status, sex, age, sexual orientation, or military and veteran status in the award and administration of contracts that it awards.

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

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

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

Pursuant to Labor Code Section 1771.1(b), notice is hereby given that a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any

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

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

City Clerk, City of Roseville

Dated: _____

Published: _____

INSTRUCTIONS TO BIDDERS

SECTION 1. GENERAL

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

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

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

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

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

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

SECTION 2: BID REQUIREMENTS

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

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

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

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

Bidder other than an officer of a corporation or a member of a partnership, a notarized Power of Attorney must be on file with the City prior to opening of bids or must be submitted with the Proposal. If requested by the City, the Bidder shall promptly submit evidence satisfactory to the City of the authority of the person signing the Proposal.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2-1.12 **TRENCHING AND EXCAVATION WORK.** In accordance with the

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

2-1.13 **SUPERINTENDENT QUALIFICATIONS.** Bidder shall submit on the form provided, requested information that will assist the City to determine if the proposed project Superintendent has the experience and qualifications required for performing the work. Evaluation of qualifications will be based on the information provided in the SUPERINTENDENT'S QUALIFICATIONS AND EXPERIENCE FORM and verification checks of that information. The City reserves the right to reject the Lowest Bidder's Proposal in the event that a) Proposed project Superintendent does not meet minimum experience qualifications, b) upon conducting Reference Verification, the available experience provided does not satisfy the City that the Bidder is qualified to carry out the terms of the Contract, or c) false information has been provided on the experience form. The City's decision as to qualifications of the Bidder shall be final. It is required that the superintendent named is assigned to the Project and is on the job at all times during construction activities.

SECTION 3: EVALUATION OF BIDS

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

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

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

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

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

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

SECTION 4: AWARD AND EXECUTION OF CONTRACT

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

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

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

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

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

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

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

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

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

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

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

SECTION 5: BID PROTEST PROCEDURES

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

Project _____

Contractor _____

PROPOSAL

PROPOSAL TO THE DEPARTMENT OF ENVIRONMENTAL UTILITIES

for

2022 Sewer Collection System CIPP Rehabilitation Project

Name of Bidder _____ Business Phone _____

Business Address _____

Place of Business _____

Contractor's License No. _____

License Expiration Date _____

License Classification Type _____

DIR Registration No. _____

Type of business organization: _____

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

City of Roseville Business License No. _____

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

The Notice to Contractors, Instructions to Bidders, Form of Agreement, Specifications,

General Conditions, Supplemental Conditions, Contract Drawings, and Addenda, if any, are made part of this bid and all provisions thereof are hereby accepted, and all representations and warranties are required thereby are hereby affirmed.

The work to be done is described in the Bidding Documents entitled 2022 Sewer Collection System CIPP Rehabilitation Project, City of Roseville, California.

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

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

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

Bids are required for all Bid Items. The amount of the Bid for comparison purposes will

be the total of all items awarded.

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

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

Accompanying this Proposal is _____.

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

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

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

Project Manager: _____

Project Superintendent: _____

If SOLE OWNER, execute here:

I sign as sole owner of the business named above:

If PARTNERSHIP, one or more partners sign here:

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

If CORPORATION, execute here:

Corporate Name: _____

Incorporated under the laws of the State of _____

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

By _____

By _____

*Signature of Authorized Official**

*Signature of Authorized Official**

Title

Title

Typewritten or Printed Name

Typewritten or Printed Name

If JOINT VENTURE, execute here:

Joint Venture name composed of: _____

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

_____	_____
<i>Signature of Authorized Official*</i>	<i>Signature of Authorized Official*</i>
_____	_____
<i>Title</i>	<i>Title</i>
_____	_____
<i>Typewritten or Printed Name</i>	<i>Typewritten or Printed Name</i>

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

STATEMENT OF QUALIFICATIONS AND EXPERIENCE

Refer to the Contractor's Qualifications and Experience section below.

LIST OF SUBCONTRACTORS

Contractor's Name: _____

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

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

SECURITY FOR COMPENSATION CERTIFICATE

(Required by California Labor Code Section 1861)

TO: City Council

City of Roseville

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

(Signature of Bidder)

Business Address

Telephone

BIDDER'S BOND

City Council of the City of Roseville

KNOW ALL MEN BY THESE PRESENTS:

That we _____
_____, as PRINCIPAL, and

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

THE CONDITION OF THIS OBLIGATION IS SUCH,

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

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

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

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

_____(Seal)

_____(Seal)

_____(Seal)

Principal

_____(Seal)

_____(Seal)

_____(Seal)

Surety

Business Address

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

Project _____

Contractor _____

SCHEDULE OF BID ITEMS

Bid Item	Item Description	Unit	Estimated Quantity	Unit Price (\$)	Total Amount (\$)
1	Mobilization, Demobilization, Bonds, Insurance, and Permits	Lump Sum	1		
2	6-inch CIPP Liner	Linear Foot	16684		
3	8-inch CIPP Liner	Linear Foot	1284		
4	12-inch CIPP Liner	Linear Foot	416		
5	15-inch CIPP Liner	Linear Foot	509		
6	Lateral Reinstatement	Each	390		
7	Cut Lateral Protrusion	Each	2		
8	6-inch x 4-inch Top Hat	Each	451		
9	6-inch x 6-inch Top Hat	Each	11		
10	8-inch x 4-inch Top Hat	Each	14		
11	12-inch x 4-inch Top Hat	Each	2		
12	15-inch x 4-inch Top Hat	Each	5		
13	Traffic Control - Area 2	Lump Sum	1		
14	Traffic Control - Area 3	Lump Sum	1		
15	Traffic Control - Area 4	Lump Sum	1		
16	Traffic Control - Area 5	Lump Sum	1		
17	Traffic Control - Area 6	Lump Sum	1		
18	Traffic Control - Area 7	Lump Sum	1		
19	Traffic Control - Area 8	Lump Sum	1		
20	Traffic Control - Area 9	Lump Sum	1		
21	Traffic Control - Area 10	Lump Sum	1		
22	Traffic Control - Area 11	Lump Sum	1		
23	Traffic Control - Area 12	Lump Sum	1		
24	Traffic Control - Area 13	Lump Sum	1		
25	Traffic Control - Area 14	Lump Sum	1		
26	Traffic Control - Area 16	Lump Sum	1		

27	Traffic Control - Area 17	Lump Sum	1		
28	Traffic Control - Area 18	Lump Sum	1		
29	Traffic Control - Area 19	Lump Sum	1		
30	Quality Assurance Field Sample and Testing CIPP Liner	Each	158		
31	Quality Assurance Field Sample and Testing Top Hats	Each	6		

GRAND TOTAL BID PRICE (\$) = _____

Grand Total Bid Price in Words: _____

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

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

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

Addendum Number: _____ Date: _____

_____ Date: _____

_____ Date: _____

_____ Date: _____

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

It is agreed that this proposal may not be withdrawn within a period of sixty (60) days after the

date set for the opening thereof.

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

Respectfully submitted,

_____	_____	_____
Signature of Bidder	Title	Date

Company		

Business Address	_____	
	Phone Number	

License Number	_____	
	Expiration Date	

END OF SCHEDULE OF BID ITEMS

NONCOLLUSION DECLARATION

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

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

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

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

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

(Signature of Declarant)

DISQUALIFICATION QUESTIONNAIRE

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

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

Yes _____

No _____

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

NAME OF BIDDER: _____

SIGNATURE OF BIDDER: _____

TITLE OF BIDDER: _____

DATE: _____

ACKNOWLEDGEMENT OF INSURANCE AND BOND REQUIREMENTS

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

NAME OF BIDDER: _____

SIGNATURE OF BIDDER: _____

TITLE OF BIDDER: _____

DATE: _____

DISCLAIMER OF WARRANTIES AND ACCURACY OF DATA

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

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

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

Print Name

Signature

Name of Business/Company/Corporation

Date

Address

Phone

CONTRACTOR'S QUALIFICATIONS AND EXPERIENCE

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

Proposing Company's Minimum Experience/Qualifications:

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

Superintendent's Minimum Training and Experience/Qualifications:

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

curing of Cured-In-Place-Pipe (CIPP) processes and equipment.

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

Training Certification: _____

Training Certification Number/Date: _____

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

PROJECT REFERENCES

COMPANY NAME: _____

SUPERINTENDENT'S NAME: _____

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

END OF PROPOSAL

AGREEMENT

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

W I T N E S S E T H:

WHEREAS, the City Council of the CITY, at a meeting held on the ____ day of _____, 20____, approved plans and specifications for the _____
2022 Sewer Collection System CIPP Rehabilitation Project
and directed the City Clerk to advertise for sealed proposals for doing said work and providing that bids be submitted on the ____ day of _____, 20____; and

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

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

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

contract to CONTRACTOR to do the work referred to in the aforementioned specifications.

NOW, THEREFORE, the parties agree as follows:

1. THE WORK. CONTRACTOR agrees:

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

in accordance with the Contract Documents (the Work).

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

2. PAYMENT. CITY shall pay CONTRACTOR _____

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

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

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

b. The accepted bid;

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

d. Bonds and insurance required by the Insurance Broker Information Packet section of this document; and

e. This contract.

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

4. LIQUIDATED DAMAGES. In the event CONTRACTOR does not complete the Work within the time specified, CONTRACTOR agrees that CITY will suffer damages. Inasmuch as the actual damages which would result from such breach by CONTRACTOR under this Agreement are uncertain, and would be impractical or extremely difficult to fix, CONTRACTOR agrees that it shall pay, or CITY shall deduct from CONTRACTOR's fee, the amount of \$1,500.00 per day as liquidated damages, in the event of such delay.

5. TIME OF COMPLETION. Time is of the essence of this Agreement. CONTRACTOR shall complete all Work under the Contract Documents within 300 Days of the date of this Contract. CONTRACTOR shall begin work by the date specified in the "Notice to Proceed" letter and shall diligently prosecute all of the Work under this Contract in all parts and requirements as defined in the Contract Documents.

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

<u>CITY OF ROSEVILLE</u>	<u>CONTRACTOR</u>
<u>Jonathan Cummings</u>	_____
<u>City of Roseville</u>	_____
<u>2005 Hilltop Circle, Suite 130</u>	_____
<u>Roseville CA, 95747</u>	_____

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

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

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

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

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

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

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

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

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

BOARD WHICH HAS JURISDICTION TO INVESTIGATE COMPLAINTS AGAINST CONTRACTORS IF A COMPLAINT REGARDING A PATENT ACT OR OMISSION IS FILED WITHIN FOUR (4) YEARS OF THE DATE OF THE ALLEGED VIOLATION. A COMPLAINT REGARDING A LATENT ACT OR OMISSION PERTAINING TO STRUCTURAL DEFECTS MUST BE FILED WITHIN TEN (10) YEARS OF THE DATE OF THE ALLEGED VIOLATION. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD, P.O. BOX 26000, SACRAMENTO, CALIFORNIA 95826.

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

CITY OF ROSEVILLE, a
municipal corporation

_____, a

BY: _____

DOMINICK CASEY
City Manager

BY: _____

its: _____

and

ATTEST:

BY: _____

its: _____

BY: _____

CARMEN AVALOS
City Clerk

APPROVED AS TO FORM:

BY: _____
MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUBSTANCE:

BY: _____

Print Name: _____

Title: _____

INSURANCE BROKER INFORMATION PACKET

2022 Sewer Collection System CIPP Rehabilitation Project

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NOTICE TO CONTRACTOR

For your convenience, this package contains the Requirements for Insurance and Bonds for this project, including the necessary City forms. You are required to return these forms in addition to the executed Contract within fifteen (15) calendar days after the award of the Bid, unless otherwise directed by City in writing. (See the Instructions to Bidders.)

Please insert the dollar amount of your accepted Bid into the blank on page INS-2 and present this entire package to your insurance broker if you are awarded the Bid.

NOTICE TO INSURANCE BROKER

Your client has been awarded a bid by the City Council of the City of Roseville to perform a public works project known as the 2022 Sewer Collection System CIPP Rehabilitation Project.

The Contract Amount is \$_____

The Contract Conditions for this project require your client (“the Contractor”) to return certain evidence of insurance and bonds to the City Attorney of the City within fifteen (15) days after the Bid award, unless otherwise directed by the City in writing, or else the Bid award may be terminated and awarded to another company.

This package contains the information you will need as an insurance broker to provide the appropriate insurance and bonds to the City. The insurance coverages the Contractor needs are specified in the section entitled “Insurance Requirements.” Please note that, in addition to the insurance certificate itself, copies of several endorsements must be actually furnished.

Please refer to the Supplemental Conditions for modifications of the General Conditions, if any, and the requirements of this insurance packet.

Please use the standard City of Roseville Bond Forms provided in this package.

The Bonds required must each be in the penal amount of: \$_____.

Bonds must be sent to the following staff person:

Jonathan Cummings
2005 Hilltop Circle, Suite 130
Roseville, CA 95747

Insurance documents must be provided using one of the following methods:

- a. By email to roseville@ebix.com and riskmanagement@roseville.ca.us
- b. By fax to (770) 335-5727 and (916) 774-5461

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

When forwarding the documents, please refer to the project name so that the documents can be matched with the Contract for which they are submitted.

Thank you.

INSURANCE REQUIREMENTS

The following sections are quoted from the General Conditions:

5-1.23 INSURANCE COVERAGE.

A. Evidence of Maintenance Required. The Contractor shall, at its expense, procure and at all times maintain in full force and effect at a minimum the insurance required by this section on all of its operations; and the Contractor shall not allow any Subcontractor to commence work until similar insurance required of the Subcontractor has been obtained and filed. An original Certificate of Insurance, and copies of all required endorsements, all in a form approved by the Risk Manager, evidencing all required coverage or policies shall be filed after the award of the bid and prior to approval of the Contract by the City Council. Contractor shall provide ten (10) days prior written notice to the City of any reduction of coverage limits or cancellation of the coverage or policies shall be given to the City of Roseville as Certificate holder.

B. Qualifying Insurers. With the exception of the State Compensation Insurance Fund, all required insurance policies shall be issued by companies acceptable to the City and licensed to do business in the State of California and who hold a current policy holders alphabetic and financial size category rating of not less than AVII according to the most recent issue of Best's Insurance Reports.

C. Insurance Required.

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations with limits of no less than Two Million Dollars (\$2,000,000) per occurrence for bodily injury,

personal injury and property damage for projects under One Million Dollars (\$1,000,000) and limits of no less than Five Million Dollars (\$5,000,000) per occurrence for bodily injury, personal injury and property damage for projects over One Million Dollars (\$1,000,000). If a general aggregate limit applies, either the aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit.

The Commercial General Liability insurance shall include the following, copies of which shall be provided:

a. Inclusion of the City of Roseville, and its officers, agents, employees, and volunteers, as additional insureds (except for workers' compensation) as respects services or operations under the Contract. The additional insured endorsement for the general liability policy shall be at least as broad as the ISO CG 2010 10 01 combined with ISO CGL Endorsement CG 2037 10 01. Any other endorsement must be approved in writing by the City. Endorsements must include coverage for on-going and completed operations, which coverage shall be maintained for four (4) years following completion of the Project. Endorsements shall cover the City of Roseville, its officers, agents, employees, and volunteers.

b. The insurance shall provide coverage for claims by one insured against another insured and the policies shall not contain any cross-suits exclusions, cross-liability exclusions, or insured versus insured exclusions. The policies shall not contain any classification exclusions purporting to deny coverage for any work to be performed by Contractor or any of its Subcontractors.

c. Stipulation that the insurance is primary and noncontributory, as evidenced by a separate endorsement (CG 20 01 04 13 or an equivalent) or section of the policy, and that neither the City nor its insurers will be called upon to contribute to a loss.

d. Such insurance shall specifically cover the contractual liability of the Contractor.

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

f. Waiver of subrogation endorsement.

g. The Contractor shall furnish a certificate for the period covered.

2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and Code 9 (non-owned), with limits of no less than One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.

3. **Workers' Compensation:** In accordance with the provisions of the California Labor Code, Contractor is required to be insured against liability for Workers' Compensation or to undertake self-insurance. Statutory Workers' Compensation and Employers' Liability of at least One Million Dollars (\$1,000,000) shall cover all Contractors staff while performing any work incidental to the performance of this Agreement.

4. **Professional Liability:** Professional Liability (Errors and Omission) Insurance appropriate to Contractor's profession, with a limit of liability not less than One Million Dollars (\$1,000,000) per occurrence or claim and Two Million Dollars (\$2,000,000) aggregate to cover all design and engineering services rendered by Contractor pursuant to the Agreement. Coverage must commence from the first day that Contractor or any of its

Subcontractors provided any design or engineering services in connection with the Project.

5. **Builder's Risk/Course of Construction Insurance Is X OR Is Not _____ Required by Risk Management:** The Contractor shall be responsible for all loss, damage or destruction whatsoever to the work called for by this Contract until the approval of a Notice of Completion or acceptance of the Work if no Notice of Completion is to be recorded.

The Contractor shall secure "All Risk" type of Builder's Risk Insurance of the type covering one hundred percent (100%) of the value of the work performed under this Contract (the value is presumed to be the Contract amount unless otherwise stated in Supplemental Conditions) and all materials, equipment, or other items to be incorporated therein while the same are located at the construction site, a bonded warehouse, or its place of manufacture. At any time, the policy shall cover the value of the work completed. The policy shall cover hazards including the losses due to fire, explosion, hail, rain, lightning, flood (separate insurance as needed), vandalism, malicious mischief, wind, collapse, aircraft, and smoke.

The policies providing such insurance shall name the City as a loss payee as its respective interests may appear, and certified copies of such policies shall be filed with the City. The maximum deductible allowable under the Builder's All Risk policy shall be five percent (5%) of the Contract amount.

Builder's Risk Insurance is not required for coverage of losses in excess of five percent (5%) of the Contract amount for damages resulting from earthquake in excess of a magnitude of 3.5 on the Richter scale, or tidal waves. Coverage in the amount of five percent (5%) of the Contract amount for such losses is required.

6. **Pollution Coverage:** Contractor shall procure pollution liability coverage or other insurance covering claims for bodily injury or property damage arising out of the

abatement, removal, storage, transportation, or other exposure to hazardous materials or pollutants, in limits not less than Two Million Dollars (\$2,000,000). Contractor shall add the City and all parties required to be indemnified by Contractor as additional insured on all pollution liability policies.

7. **Higher Coverage Limits:** If Contractor maintains higher coverage limits than the amounts shown above, then the City requires and shall be entitled to coverage for the higher coverage limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

8. **Claims Made Coverage:** Liability insurance coverage may not be written on a “claims made” or modified occurrence basis. The Certificate of Insurance must clearly provide that the coverage is on an “occurrence” basis.

5-1.24 **OTHER INSURANCE PROVISIONS.**

A. The requirements of the Standard Specifications as to types and limits of insurance coverage to be maintained by the Contractor, and any approval of insurance by the City, are not intended to, and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to the Contract, including, but not limited to, the provisions concerning indemnification, nor preclude the City from taking any other action available to it under any other provision of the Contract or law.

B. The City acknowledges that some insurance requirements contained in these Standard Specifications may be fulfilled by self-insurance on the part of the Contractor. However, this shall not in any way limit liabilities assumed by Contractor under the Contract. Any self-insurance must be approved in writing by the City, in its sole discretion and shall not reduce the limits of liability. Any deductibles or self-insured retentions (“SIR”) must be

declared on the certificate of insurance and approved by City in writing. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or City. City reserves the right to obtain a full certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.

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

D. The City, its officers, agents, employees, and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under California Insurance Code Section 11580.04.

E. The limits of insurance required in this Contract may be satisfied by a

combination of primary and excess insurance. Any excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of the City (if agreed to in a written contract) before the City's own insurance shall be called upon to protect it as a named insured.

F. The insurance procured by Contractor shall be subject to the approval of the City, but any acceptance of insurance certificates by the City shall in no way limit or relieve Contractor of its duties and responsibilities under the Agreement.

G. Contractor shall be responsible for all premiums, deductibles, and self-insured retention applicable to the insurance it is required to procure under the Contract. All deductibles or self-insured retentions over five hundred thousand dollars (\$500,000) must be approved by the City, in writing. Contractor shall be responsible for all deductibles, self-insured retention payments, and/or increased premiums incurred if the City's policies of insurance are forced to cover damages or respond to claims for which Contractor or its Subcontractors were obligated to provide insurance under the Contract.

H. Failure of the City to enforce in a timely manner any of the requirements of these insurance provisions shall not act as a waiver to enforcement of any of these provisions at a later date.

I. Contractor's indemnity obligations shall not be limited by these insurance provisions and shall survive the expiration of the Contract and the insurance provisions of the Contract shall likewise not be limited by the indemnity provisions of the Contract.

**J. THE CITY RESERVES THE RIGHT TO WITHHOLD ANY
PROGRESS PAYMENTS TO THE CONTRACTOR IN THE EVENT OF
NONCOMPLIANCE WITH ANY INSURANCE REQUIREMENTS.**

Bond No. _____
Premium \$ _____

PUBLIC WORKS

FAITHFUL PERFORMANCE BOND

(Project: 2022 Sewer Collection System CIPP Rehabilitation Project)

WHEREAS, the City of Roseville ("CITY") has awarded a bid and contract to _____
as contractor ("PRINCIPAL") for the public work described as 2022 Sewer Collection
System CIPP Rehabilitation Project (the "WORK"). The
contract ("AGREEMENT"), for the public work described above, and all of its terms and
conditions are incorporated by reference and made a part hereof; and

WHEREAS, the PRINCIPAL is required to furnish a bond in connection with the
AGREEMENT guaranteeing its faithful performance; and

NOW, THEREFORE, we the undersigned PRINCIPAL and _____
_____, a _____, admitted
and duly authorized to transact business under the laws of the State of California, as
SURETY ("SURETY"), are held and firmly bound unto the CITY or its successors and
assigns in the sum of _____
dollars (\$_____) (which amount is not less than 100% of the

AGREEMENT price) to be paid to the CITY or its successors and assigns; and for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns jointly and severally, firmly by these presents.

The condition of this obligation is such that if the PRINCIPAL, or its heirs, executors, administrators, successors or assigns, shall abide by, and in all respects promptly and faithfully perform the covenants, conditions and provisions in said AGREEMENT and any alteration thereof made as therein provided, notice of which alterations to Surety being hereby waived, on its part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless CITY, its officers, agents, employees, volunteers as therein stipulated, then this obligation shall be null and void; otherwise, this obligation shall be and remain in full force and effect.

As condition precedent to the satisfactory completion of the contract, the obligation of the PRINCIPAL and SURETY under this Bond shall remain in effect for a period of one (1) year after the completion and acceptance of the WORK. During that time, if the PRINCIPAL, its heirs, executors, administrators, successors or assigns fails to make full, complete and satisfactory repair and replacement or totally protect the CITY from any loss or damage made evident during that year which results from or is caused by either defective materials or faulty workmanship in the prosecution of the WORK, then the obligation shall remain in full force and effect. However, anything in this paragraph to the contrary notwithstanding, the obligation of the SURETY shall

continue so long as any obligation of the PRINCIPAL remains.

No prepayment or delay in payments, and no change, extension, addition or alteration of any provision of the AGREEMENT or in the specifications agreed to between the PRINCIPAL and the CITY, or any forbearance on the part of the CITY shall operate to relieve the SURETY. The SURETY hereby waives the provisions of Section 2819 of the California Civil Code. The SURETY waives all rights of subrogation against the CITY or any person employed by the CITY. If the contract price increases by the issuance of change orders, the amount specified in this bond shall increase by the same amount.

Whenever PRINCIPAL shall be and declared by CITY to be in default under the AGREEMENT, SURETY shall promptly remedy the default, or shall promptly do one of the follow at CITY's election:

1. Undertake through its agents or independent contractors, reasonably acceptable to CITY, to complete the AGREEMENT in accordance with its terms and conditions and to pay and perform all obligations of PRINCIPAL under the AGREEMENT, including without limitation, all obligations with respect to warranties, guarantees, and the payment of liquidated damages.
2. Reimburse CITY for all costs CITY incurs in completing the AGREEMENT, and in correcting, repairing or replacing defects in materials or workmanship

and/or materials and workmanship which do not conform to the specifications in the AGREEMENT.

SURETY's obligations hereunder are independent of the obligations of any other surety for the performance of the AGREEMENT, and suit may be brought against SURETY and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing CITY's rights against the others.

No right of action shall accrue on this bond to or for the use of any person or corporation other than CITY or its successors or assigns.

As part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by CITY in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

[SIGNATURES NEXT PAGE]

IN WITNESS WHEREOF, this instrument has been duly executed by the
PRINCIPAL and SURETY above-named, on the ____ day of _____,
20____.

PRINCIPAL:

SURETY:

BY: _____

BY: _____

PRINT NAME: _____

PRINT NAME: _____

PRINT TITLE: _____

PRINT TITLE: _____

AND

MAILING ADDRESS:

BY: _____

PRINT NAME: _____

PRINT TITLE: _____

*(Notarization by Surety and copy of
Power of Attorney required.)*

APPROVED AS TO FORM:

BY: _____

City Attorney

Bond No. _____
Premium \$ _____

PUBLIC WORKS

LABOR AND MATERIALS PAYMENT BOND

(Project: 2022 Sewer Collection System CIPP Rehabilitation Project)

WHEREAS, the City of Roseville ("CITY"), has awarded a bid and contract to _____
as contractor ("PRINCIPAL"), for the public work described as 2022 Sewer Collection
System CIPP Rehabilitation Project (the "WORK"). The
contract ("AGREEMENT"), for the public work described above, and all of its terms and
conditions are incorporated by reference and made a part hereof; and

WHEREAS, the PRINCIPAL is required to furnish a bond in connection with the
AGREEMENT guaranteeing payment of persons who provide labor and material; and

NOW, THEREFORE, we the undersigned PRINCIPAL and _____
_____, a _____, admitted
and duly authorized to transact business under the laws of the State of California, as
SURETY ("SURETY"), are held and firmly bound unto the CITY or its successors and
assigns in the sum of _____
dollars (\$ _____) (which amount is not less than 100% of the
AGREEMENT price) to be paid to the CITY or its successors and assigns; and for which

payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns jointly and severally, firmly by these presents.

The condition of the obligation is such that if the PRINCIPAL, its subcontractors, heirs, executors, administrators, successors or assigns fails to pay any of the persons named in Section 8004 or 9100 of the Civil Code of the State of California, or the amounts due under the Unemployment Insurance Code of the State of California, or any amounts required to be deducted, withheld and paid over to the Employment Development Department from the wages of employees of the PRINCIPAL and its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to work or labor performed by any such claimant, that the SURETY will pay for the same, in an amount not exceeding the sum specified in this bond, and also, in case suit is brought upon the bond, shall pay reasonable attorneys' fees, to be fixed by the Court.

This bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file a Stop Payment Notice pursuant to the provisions of Section 9350 et seq. of the Civil Code of the State of California, so as to give a right of action to them or their assigns in any suit brought upon this bond.

No prepayment or delay in payments, and no change, extension, addition or alteration of any provision of the AGREEMENT or in the specifications agreed to between the PRINCIPAL and the CITY, or any forbearance on the part of the CITY shall

operate to relieve the SURETY. The SURETY hereby waives the provisions of Section 2819 of the California Civil Code. The SURETY waives all rights of subrogation against the CITY or any person employed by the CITY. If the contract price increases by the issuance of change orders, the amount specified in this bond shall increase by the same amount.

As part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by CITY in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

[SIGNATURES NEXT PAGE]

IN WITNESS WHEREOF, this instrument has been duly executed by the
PRINCIPAL and SURETY above-named, on the _____ day of _____,
20__.

PRINCIPAL:

SURETY:

BY: _____

BY: _____

PRINT NAME: _____

PRINT NAME: _____

PRINT TITLE: _____

PRINT TITLE: _____

AND

MAILING ADDRESS:

BY: _____

PRINT NAME: _____

PRINT TITLE: _____

***(Notarization by Surety and copy of
Power of Attorney required.)***

APPROVED AS TO FORM:

BY: _____

City Attorney

GENERAL CONDITIONS
FOR BUILDINGS AND GROUNDS

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SECTION 1

DEFINITIONS AND TERMS

1-1.01 **GENERAL.** When the following abbreviations and terms or pronouns in place of them appear in the Contract Documents, the intent and meaning shall be interpreted as provided in this Section 1.

1-1.02 **ACCEPTANCE.** Formal Acceptance by resolution by the Roseville City Council of the Contract when completed in all respects in accordance with the Contract Documents and any modifications previously approved.

1-1.03 **ADDENDUM.** Written interpretation or revision to any of the Contract Documents issued by the City before the bid opening.

1-1.04 **AS-BUILT DOCUMENTS, AS-BUILT DRAWINGS AND RECORD DOCUMENTS.** As-Built Documents, As-Built Drawings and Record Documents are all contract documents modified to reflect changes during the construction phase. Specifically, As-Built Documents/Drawings are a revised set of drawings submitted by the Contractor upon Final Completion of a project. They reflect changes made in the Specifications and Working Drawings during the construction process, and show the exact dimensions, geometry, and location of all elements of the work completed under the Contract. Record Documents, on the other hand, are compiled by the Engineer or Architect based on the As-Built Documents/Drawings submitted by the Contractor. They reflect the Engineer or Architect's concurring review of what changes were denoted, why they were made and where they occurred and create a record set of drawings.

1-1.05 **ASSESSMENT.** A cost imposed on the Contractor for non-compliance

with certain contractual requirements.

1-1.06 **BENEFICIAL OCCUPANCY.** The taking possession of a portion of the Work by the City for its use and/or occupancy on other than a temporary or emergency basis.

1-1.07 **BID GUARANTY.** The cashier's, certified check, irrevocable standby letter of credit, deposit of securities, or Bidder's Bond, accompanying the bid submitted by the Bidder, as a guaranty that the Bidder will enter into an agreement with the City for the performance of the Work, if the Agreement is awarded to Bidder, and the Bidder will submit the required Contract Bonds and Certificate of Insurance. Also referred to as the Bidder's Security.

1-1.08 **BIDDER.** Individual, firm, partnership, limited liability company, corporation, joint venture, or any combination thereof, submitting a Proposal for the Work, acting directly, or through a duly authorized representative.

1-1.09 **BIDDING DOCUMENTS.** Includes the Notice to Bidders, Bidding Requirements, Contract Conditions, Drawings, and Addenda.

1-1.10 **CHANGE ORDER.** Any written order to the Contractor directing an addition, deletion, or modification of the Work, or an adjustment in the Contract Price or Contract Time provided in the Contract Documents and issued after the Agreement has been signed.

1-1.11 **CITY.** The City of Roseville.

1-1.12 **CITY ATTORNEY.** The City Attorney of the City.

1-1.13 **CITY CLERK.** The City Clerk of the City.

1-1.14 **CLAIM.** A separate demand by Contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following: (a) a time extension, including, without limitation, for relief for damages or penalties for delay assessed by

the City; (b) payment by the City of money or damages arising from work done by, or on behalf of, Contractor pursuant to the Contract Documents and payment for which is not otherwise expressly provided or to which Contractor is not otherwise entitled; and (c) payment of an amount that is disputed by the City.

1-1.15 **CONSTRUCTION SCHEDULE.** A list or graphic display of construction activities required for completing the Work, in a format required by the Contract Documents. The duration, start and finish date, and sequence of significant activities, critical path, float and milestones must be indicated in the Construction Schedule.

1-1.16 **CONTRACT OR AGREEMENT.** The written agreement relating to the Work to be performed, the labor, materials, and equipment to be furnished, and the payment to be made therefor. The Agreement/Contract is part of and incorporates all of the Contract Documents.

1-1.17 **CONTRACT CONDITIONS.** Includes the General Conditions, Supplemental Conditions, and Specifications.

1-1.18 **CONTRACT DOCUMENTS.** Includes those documents that form the basis of the Contract, including but not limited to, Bidding Documents, the Bid or Proposal, Contract Bonds, the Contract, all required insurance certificates or endorsements, all bonds, all required certifications or statements, Change Orders, any Contract Amendment, any City Standard which is incorporated by reference and these City of Roseville General Conditions for Buildings and Grounds.

1-1.19 **CONTRACT DRAWINGS.** The official drawings including plans, elevations, sections, detail drawings, diagrams, plated, General Notes, information and schedules thereon, or exact reproductions thereof, showing the location, character, dimension, and details

of the Work. The Contract Drawings include any drawings or plates bound within the Supplemental Conditions.

1-1.20 **CONTRACT PRICE.** The total compensation to be paid to the Contractor in accordance with the terms of the Agreement.

1-1.21 **CONTRACT TIME.** The number of Days, or portion thereof, allowed for completion of the Work, including all authorized time extensions. The effective date for commencement of the Work specified in the Notice to Proceed shall define the beginning of the Contract Time.

1-1.22 **CONTRACTOR.** Individual, firm, partnership, limited liability company, corporation, joint venture, or any combination thereof, who has entered into the Agreement with City.

1-1.23 **DAY OR DAYS.** Unless otherwise designated, Day or Days as used in the Contract Documents will be understood to mean calendar Day or Days.

1-1.24 **DEPARTMENT.** The Department for Contract Administration, as identified in the Supplemental Conditions.

1-1.25 **DIRECT COSTS.** Those cost items (including labor, materials, equipment and any subcontractor's work) that are used in the actual performance of, and are specifically and uniquely attributable to the Work or changed Work. Direct Costs do not include Overhead. Direct Costs only include the following:

A. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by City and Contractor. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include salaries and

wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay applicable thereto. Such employees may include superintendents and foremen at the site. The expenses of performing work after regular working hours, on Saturday, Sunday or legal holidays shall be included in the above only to the extent authorized by City in writing.

B. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and suppliers' field services required in connection therewith. All trade discounts, rebates and refunds and all returns from sale of surplus materials and equipment shall accrue to City, and Contractor shall make provisions so that they may be obtained.

C. Payments made by Contractor to the subcontractors for work performed by subcontractors. If required by City, Contractor shall obtain competitive bids from subcontractors acceptable to Contractor and shall deliver such bids to City who will then determine which bids will be accepted. If a subcontract provides that the subcontractor is to be paid on the basis of cost of the work plus a fee, the subcontractor's cost of the work shall be determined in the same manner as Contractor's cost of the work. All subcontracts shall be subject to the other provisions of the Contract Documents insofar as applicable.

D. Costs of special consultants (including engineers, architects, testing laboratories, surveyors, and accountants) employed for services specifically, and only, related to the Work.

E. Supplemental costs including the following:

1. The proportion of necessary transportation, travel and subsistence

expenses of Contractor's employees incurred in discharge of duties connected with the Work.

2. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value of such items used but not consumed which remain the property of Contractor.

3. Rentals of all construction equipment and machinery and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by City, and the costs of transportation, loading, unloading, installation, dismantling and removal thereof, all in accordance with terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work.

4. Sales, consumer, use or similar taxes related to the Work, and for which Contractor is liable, imposed by laws and regulations.

5. The cost of utilities (including the meter and all associated installation costs), fuel and sanitary facilities at the site.

6. Cost of premiums for additional bonds and insurance required because of changes in the Work.

1-1-26 **DIRECTOR.** Director of the Department for Contract Administration or his or her designee.

1-1.27 **EMERGENCY.** Any sudden generally unforeseen occurrence (such as a fire, flood, storm, earthquake, civil disorder, or other natural and/or man-made disaster) that has the potential to adversely affect the safety of life, the Work, and/or adjacent property; to interrupt contracts essential to the performance of the Work; and/or to cause catastrophic failure of City

equipment and/or facilities.

1-1.28 **ENGINEER OR ARCHITECT.** Professional Engineer or Architect designated for a particular project responsible for signing and sealing the permit drawings, interpretation of the drawings where ambiguities exist, review of requests for information, design Change requests and Shop Drawings, resolution of errors and omissions, and finalization of Record Documents.

1-1.29 **FINAL COMPLETION.** When the project has been completed according to the terms and conditions set forth in the Contract Documents. Final Completion is not the same as Acceptance.

1-1.30 **FORCE ACCOUNT.** Payment by force account shall mean payment on the basis of the Contractor's time and materials.

1-1.31 **GENERAL NOTES.** The written instructions, provisions, conditions or other requirements appearing on the Contract Drawings and so identified thereon, which pertain to the performance of the Work.

1-1.32 **INSTALLATION, INSTALL.** Completely assembling, erecting, and/or connecting materials, parts, components, supplies, and related equipment specified or required for the completion of the Work.

1-1.33 **LABORATORY.** Established professional laboratories authorized by the City to test materials and Work involved in the Contract.

1-1.34 **LEGAL HOLIDAYS.** Those days designated as Federal holidays or declared by the City, or otherwise specified in the Contract Documents.

1-1.35 **LIQUIDATED DAMAGES.** The amount prescribed in the Contract Documents to be paid to the City or to be deducted from any payments due or to become due the

Contractor for each day's delay in completing the whole or any specified portion of the Work beyond the time allowed in the Supplemental Conditions.

1-1.36 **NOTICE OF COMPLETION.** A legal notice filed by the City with the Placer County Recorder's Office stating that construction has been completed and accepted by the City.

1-1.37 **NOTICE TO PROCEED.** A written notice given by the City to the Contractor fixing the date on which the Contract Time will commence to run.

1-1.38 **NOTICE OF TERMINATION.** Written notice from the City to the Contractor and/or its Surety terminating the Agreement, or a portion thereof, either for convenience of the City or for default due to the Contractor's failure to perform its contractual obligations.

1-1.39 **OVERHEAD.** Business or administrative expenses (including but not limited to office expenses, administrative staff, rent, insurance, utilities) not chargeable to a particular part of the Work. The term "Overhead" shall include all of the following:

A. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor whether at the Work Site or in Contractor's principal or a branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications, all of which are to be considered administrative costs covered by the Contractor's fee.

B. Expenses of Contractor's principal and branch offices other than Contractor's office at the site.

C. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

D. Cost of premiums for all bonds and for all insurance whether or not Contractor is required by the Contract Documents to purchase and maintain the same, except as provided in section 1-1.25.

E. Other overhead or general expense costs of any kind.

1-1.40 **PREMISES.** Shall mean the area within construction easements, easements, rights of entry and City owned property which surrounds the Work Site, limited by the property lines thereof. In some cases Premises may coincide with the Work Site.

1-1.41 **PROFESSIONAL ENGINEER.** An engineer licensed by the Board of Registration for Professional Engineers, State of California.

1-1.42 **PROJECT MANUAL.** A book containing all Contract Documents.

1-1.43 **PROPOSAL FORMS.** The approved forms upon which the City requires that each Bidder submit its bid with regard to the Agreement.

1-1.44 **REQUEST FOR INFORMATION (RFI).** A document issued by the Contractor requesting information concerning the Contract Documents.

1-1.45 **SAFETY.** Includes the practice of identifying potential hazards, assessing their risk, taking corrective action where possible, including and providing control measures such as engineering design, written procedures, and the personal protective equipment for workers in order to eliminate or reduce the risk for exposure in the workplace.

1-1.46 **SCHEDULE OF VALUES.** The breakdown of the Contract Price that will serve as the basis for Contractor's Applications of Payment. Any lump sum bid item

included within the Contract Price will be apportioned among values relating to specific components of the Work covered by said lump sum.

1-1.47 **SHOP DRAWINGS.** Drawings, plans, diagrams, schedules, and other data specifically prepared and submitted to the City by the Contractor, showing in detail: (a) the proposed fabrication and assembly of a special component of the Work; and (b) the Installation (form, fit and attachment details) of a special component of the Work. Shop Drawings shall be deemed to include Working Drawings, Product Data, literature, and applicable performance and test data.

1-1.48 **SPECIFICATIONS.** The technical Specifications for the Work prepared by the Director or an Engineer or Architect describing in detail the nature of the Work, its components, any performance standards, and how the Work is to be constructed.

1-1.49 **SUBCONTRACTOR.** Any individual, firm, partnership, limited liability company, corporation, joint venture, or combination thereof, other than employees of the Contractor, engaged by the Contractor to furnish services, labor, equipment and materials for a portion of the Work.

1-1.50 **SUBMITTALS.** Those documents required to be submitted by the Contractor for review by the City in accordance with the Contract Documents.

1-1.51 **SUPPLEMENTAL CONDITIONS.** The Supplemental Conditions are specific clauses modifying or supplementing these General Conditions.

1-1.52 **SUPPLIER.** Any individual, firm, partnership, limited liability company, corporation, joint venture, or combination thereof, other than employees of the Contractor, that supplies a tangible product as a portion of the Work, with services usually limited to delivery and/or required testing, and with manufacturing, fabrication, or production facilities located off

the Work Site.

1-1.53 **WORK.** The furnishing of all labor, and the furnishing and Installing of all materials, articles, supplies and equipment as specified, designated, or required by the Contract Documents.

1-1.54 **WORK SITE.** All or portion of the Premises that the Work is limited to as shown on the Contract Drawings or designated by the Director. Public streets are not included unless Work is being done within the street right-of-way.

1-1.55 **WORKING DRAWINGS.** Original drawings prepared by the Contractor and/or its Subcontractors or Suppliers, of any tier, illustrating Work required for construction that will not become an integral part of the completed Work. This includes, but is not limited to, drawings for temporary structures such as decking, bulkheads, excavation supports, utility support, groundwater control, forming, falsework, access roads, staging areas, staging plans, and diversion plans. A Working Drawing is one type of a Shop Drawing.

SECTION 2

CONTROL AND SCOPE OF THE WORK

2-1.01 **AUTHORITY OF DIRECTOR.** The Contract shall be performed in a manner satisfactory to the Director who shall decide all questions which may arise as to the quality or acceptability of materials furnished and Work performed and as to the manner of performance and rate of progress of the Work; all questions which may arise as to the interpretation of the Contract Documents; all questions as to the acceptable fulfillment of the Contract on the part of the Contractor; and all questions as to compensation. The Director shall have authority to enforce and make effective such decisions and orders in the event the Contractor fails to promptly carry out the same.

2-1.02 **INTENT OF CONTRACT DOCUMENTS.** The Contract Documents are complementary, and what is called for by one shall be as binding as if called for by all. The intent of the Contract Documents is to describe the details for the construction and completion of the Work. Where the Contract Documents describe portions of the Work in general terms, but not in complete detail, it is understood that only the best general practice shall be followed and that only materials and workmanship of the best quality are to be used. Any Work, materials, or equipment that are customarily provided, or that are reasonably inferable from the Contract Documents as being required to produce the intended result, shall be supplied, whether or not specifically called for. When words, which have a well-known technical or trade meaning are used to describe work, materials, or equipment, such words shall be interpreted in accordance with that meaning. Unless otherwise specified, the Contractor shall furnish all labor, materials, tools, equipment, and incidentals, and do all the Work involved in executing the Contract in a

satisfactory and workmanlike manner.

Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, laws, or regulations in effect on the first published date of the Notice to Contractors, except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of City or Contractor, or any of their consultants, agents, or employees from those set forth in the Contract Documents, nor shall it be effective to assign to City, or City's designated representative, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to other provisions of the Contract Documents.

The Contract Documents are divided into parts, divisions, sections and articles for convenience, organization and reference. Generally, there has been no attempt to divide the Specifications sections into work performed by the various building trades, work by separate Subcontractors, or work required for separate facilities in the project.

2-1.03 **EXAMINATION AND VERIFICATION OF CONTRACT**

DOCUMENTS. The Contractor shall thoroughly examine and become familiar with all of the various parts of the Contract Documents and shall determine the nature and location of the Work, the general and local conditions (including applicable laws) and all other matters which can in any way affect the cost, progress or performance of the Work under this Agreement. Failure to make an examination necessary for this determination shall not release the Contractor from the obligations of the Agreement. No oral agreement or conversation with any officer, or employee

of the City, or with the City's designated representative either before or after the execution of the Agreement, shall affect or modify any of the terms or obligations contained in the Contract Documents.

2-1.04 **CONTRACT DRAWINGS.** The Contract Drawings consist of general drawings and show such plans, elevations, sections, details and schedules as are necessary to give a graphic and pictorial description of the contemplated construction. All authorized alterations affecting the requirements and information given on the Contract Drawings shall be in writing.

2-1.05 **COORDINATION AND INTERPRETATION OF CONTRACT DOCUMENTS.** All Contract Documents are essential parts of the Contract, and a requirement occurring in one is as binding as though occurring in all. They are intended to be complementary, and to describe and provide for a complete Work.

In the event of inconsistencies between requirements contained in different components of the Contract Documents, the precedence of the Contract Documents shall be as follows to resolve conflicts:

1. Change Orders
2. The Contract (including Addenda)
3. The Supplemental Conditions
4. Specifications
5. Contract Drawings
6. The General Conditions

Should it appear that the Work to be done or any of the matters relative thereto are not sufficiently detailed or explained in the Contract Documents, the Contractor shall submit a

Request for Information (“RFI”) to the Director for such further explanations as may be necessary and shall conform to the written explanation given as if part of the Contract Documents. The decisions of the Director shall be final.

Contractor shall anticipate that it will be necessary to prepare and submit RFIs regarding the Contract Documents. The City will respond to each RFI by no later than fourteen (14) Days after receipt of the RFI, unless the RFI is of significant complexity. Furthermore, in the event that there are numerous RFIs pending, Contractor shall cooperate with the City in establishing a priority for responding to the RFIs, and potentially some RFIs may be responded to beyond the fourteen (14) Day period.

Each RFI prepared by Contractor shall be full and complete. Contractor shall prepare RFIs so as to not cause any delay to the progress of the Work and to not cause any impact to Contractor’s labor productivity in the field. Contractor shall not assert any Claims for delay or interference against the City if Contractor fails to timely submit any RFI to the City, after consideration of the response period allowed for by the City.

The response to an RFI shall not, by itself, constitute a writing that authorizes Contractor to perform any Work that causes an adjustment to either the Contract Price or the Contract Time. If Contractor believes that any response to any RFI should constitute a compensable change, Contractor shall provide a Notice of Potential Claim as provided in Section 7-1.03, below. Contractor’s failure to provide the required written notice shall constitute a waiver of the Contractor’s right to seek a compensable change based on the RFI response.

The Contractor shall examine all Contract Documents; shall verify all figures in the Contract Documents before laying out the Work; shall promptly notify the City of all errors, inconsistencies, and/or omissions that it discovers; and, in instances where such non-

conformities are discovered, shall obtain specific instructions in writing from the City before proceeding with the Work. Contractor's performance of any Work affected by such non-conformities prior to the City's decision shall be at the Contractor's risk. Any Work that is customarily provided or that is reasonably inferable shall not relieve the Contractor from performing such work at no additional expense and/or delay, and such Work shall be performed as if fully set forth in the Contract Documents.

2-1.06 **INDEPENDENT CONTRACTOR STATUS.** The Contractor shall independently perform all Work required by the Contract Documents and shall not be considered as an agent or employee of the City, nor shall the Contractor's Subcontractors or employees be considered as subagents of the City.

The Contractor and Contractor's Subcontractors shall be licensed in accordance with the laws of the State of California and as more particularly described in the bidding documents or elsewhere in the Contract Documents.

2-1.07 **ORDER OF WORK.** When required by the Contract Documents, the Contractor shall follow the sequence of operations set forth therein. Full compensation for conforming to such requirements will be considered as included in the prices paid for the various Contract items of work, and no additional compensation will be allowed therefor.

2-1.08 **SUBMITTALS.** It shall be the Contractor's responsibility to timely submit, so as to cause no delay in the Work, all Shop Drawings, descriptive data, manuals, instructions, affidavits, samples for the various trades as required by the Supplemental Conditions and Specifications, and offers of alternatives, if any. Such Submittals shall be checked and coordinated by the Contractor with the Work of other trades involved before they are submitted to the Director for examination.

The Contractor shall deliver at least one (1) electronic copy of the Submittals to the Director, and one (1) hard copy if requested. Work requiring the submittal of working drawings, descriptive data or samples shall not begin prior to approval of said Submittal by the Director.

The time allowed for review of each Submittal will be as indicated in the Supplemental Conditions. Review time will start upon receipt of the Submittal by the Director and will end upon the Director's mailing of the Submittals to the Contractor. Defective, incomplete or partial Submittals will be returned to the Contractor unreviewed.

Submittals shall be made by a letter of transmittal that shall contain a list of all matter submitted and identification of all variations from the Contract Documents contained in the Submittal. The letter and all items accompanying the same shall be fully identified as to project name and location, Contractor's name, district, county, and Contract number, with ample cross-references to the Contract Documents, to facilitate identification of items and their location in the Work.

All Shop Drawings and supporting data, catalogs, schedules, shall be submitted as the instruments of the Contractor, who shall be responsible for their accuracy and completeness. These Submittals may be prepared by the Contractor, Subcontractors, or Suppliers, but the Contractor shall ascertain that Submittals meet all of the requirements of the Contract Documents, while conforming to structural, space, and access conditions at the point of Installation. The Contractor shall check all Submittals before submitting them to the Director.

2-1.08A **SHOP DRAWINGS.** The Contractor shall submit an electronic copy (searchable PDF) of all Shop Drawings required by the Supplemental Conditions or Specifications, and one (1) hard copy, if requested by the Director. Shop Drawings shall also be provided separately in AutoCAD format using the latest version of AutoCAD. An electronic

copy will be returned to the Contractor either approved for use, as demonstrated by a stamp, or returned for correction and resubmittal. Materials, colors and/or samples will not be returned to the Contractor. Shop Drawings include any drawing, which requires execution by a draftsman as distinguished from printed matter. The size of Shop Drawings shall not exceed twenty-four inches (24”) by thirty-six inches (36”).

2-1.08B **DESCRIPTIVE DATA.** The Contractor shall submit an electronic copy (searchable PDF) of each set of manufacturer's brochures or other data required by the Supplemental Conditions or Specifications, and one (1) hard copy, if requested by the Director. The City will examine such Submittals and return either an electronic copy or a hard copy approved for use or returned for correction and resubmittal.

2-1.08C **SAMPLES.** The Contractor shall submit samples of articles, materials or equipment as required by the Supplemental Conditions or Specifications. The Work shall be in accordance with the approved samples. Samples shall be removed from City property when directed or may be incorporated in the Work if approved by the Director. Samples not removed by the Contractor will become the property of the City or, at the City's option, will be removed or disposed of by the City at the Contractor's expense.

2-1.08D **MANUALS, INSTRUCTIONS AND AFFIDAVIT.**

A. **Manuals and Instructions.** Where operation and maintenance manuals are required by the Supplemental Conditions, the Contractor shall submit two (2) sets of manuals, suitably bound, along with two (2) electronic copies in an approved format, to the Director within forty-five (45) Days after favorable review of the equipment or facilities. If operation and maintenance manuals are approved to be provided in PDF format, text shall be provided in searchable PDF format, making proper use of PDF for headings and heading levels,

paragraphs, tables, and lists. Submitted operation and maintenance manuals shall be a collected, organized, and indexed set of bookmarked PDF documents comprising each operation and maintenance manual that corresponds to a hardcopy binder. All manuals shall be marked to indicate the specific equipment furnished for this project and shall include at a minimum:

1. Equipment summary form
2. Cover/Title page
3. Table of contents
4. Operating procedures including start-up, shutdown, normal operation, all operating modes, emergency shutdown, and safety precautions
5. Lubrication instructions (if required)
6. Preventative maintenance procedures
7. Troubleshooting and corrective maintenance procedures
8. Reinstallation instructions
9. Overhaul instructions (if applicable)
10. Parts identification list with exploded view and associated cross references
11. Recommended spare parts list
12. Operator safety requirements
13. Electrical and control system wiring drawings, including panel wiring control (ladder) diagrams, logic diagrams, loop diagrams, and interconnection diagrams
14. Panel layout and assembly drawings

15. Mechanical drawings
16. Printouts of all software programs and configuration files
17. Factory and field test procedures and results

Operation and maintenance manuals for complex equipment shall also include:

18. Alternate specified operating modes
19. Emergency shutdown instructions
20. Normal shutdown instructions
21. Long term shutdown instructions

Operation and maintenance manuals for systems comprised of separate pieces of equipment shall include a system explanation of items 4, 7, 18, 19, 20, and 21 as well as the instructions for the separate pieces of equipment.

B. Affidavits. Where required in the Supplemental Conditions or Specifications, manufacturers of equipment shall provide field service as a part of this project. Equipment shall not be considered ready for full time operation until after the authorized factory-trained and qualified manufacturer's representative for the specific equipment has checked and adjusted the equipment and certified by written affidavit that the equipment has been properly Installed, tested, adjusted, lubricated, and calibrated, and is ready for full time operation. Acceptable affidavits shall be submitted prior to completion of the Work. Affidavits shall contain the following specific wording:

“The (Name of Equipment) has been properly installed, tested, adjusted, lubricated, and calibrated, and is ready for full time operation. The installation has been inspected and has been found to be in conformance with our (the manufacturer's) standards and requirements.”

No amplification, dilution, or modification of this specific wording will be permitted.

2-1.08E **ALTERNATIVES.** For convenience in designation in the Contract Documents, certain materials, articles, or equipment may be designated by a brand or a trade name or the name of the manufacturer together with catalog designation or other identifying information, hereinafter referred to generically as “designated by brand name.” Except in those instances where the product is designated to match others in use in a particular improvement, either completed or in the course of completion, an alternative material, article, or equipment which is of equal quality and of the required characteristics for the purpose intended may be proposed for use provided the Contractor complies with the following requirements:

A. The Contractor shall submit its proposal for an alternative in writing. Such request shall be made in ample time to permit review and approval without delaying the Work. The Contractor shall not be entitled to an adjustment of the Contract Time or an increase in the Contract Price based on any Contractor-proposed substitution.

B. No such proposal will be considered unless accompanied by complete information and descriptive data, necessary to determine the equality of the offered materials. The Contractor shall satisfy the Director as to the comparative quality, suitability, or performance of the offered material, articles, or equipment. In the event that the Director rejects the use of such alternative materials, articles, or equipment, then one of the particular products designated by brand name shall be furnished.

C. The burden of proof as to the quality and suitability of alternatives shall be upon the Contractor and it shall furnish all information necessary as required by the Director. The Director shall be the sole judge as to the quality and suitability of alternative articles or materials and such decisions shall be final. Where use of an alternative material

involves redesign of, or changes to, other parts of the Work, the cost and time required to effect such redesign or changes will be considered in evaluating the suitability of the alternative material. Cost of redesign by the City will be borne by the Contractor.

D. Whenever classification, rating or other certification by a body such as Underwriters Laboratories (UL) or the National Electrical Manufacturers Association (NEMA) is a part of the specification for any material, Contractor's request for use of alternative articles or materials shall be accompanied by reports from the listed or equivalent independent testing Laboratory indicating compliance with the Contract Documents. The cost of all testing required to prove equality of the material proposed shall be borne by the Contractor. Approval of an alternative shall be only for the characteristics or use named in such approval, and shall not be used to change or modify any requirement of the Contract Documents.

E. At its election, the City reserves the right to consider any Contractor proposed substitution as a Cost Reduction Proposal under Section 3-1.07 of these General Conditions in the event that there is a significant savings resulting from the substitution.

The Director will examine, with reasonable promptness, such Submittals, and return of Submittals to the Contractor shall not relieve the Contractor from responsibility for deviations and alternatives from the Contract Documents, nor shall it relieve the Contractor from responsibility for errors in the Submittals. A failure by the Contractor to identify in its letter of transmittal material deviations from the Contract Documents shall void the Submittal and any action taken thereon by the Director. When specifically requested by the Director, the Contractor shall resubmit such Shop Drawings, descriptive data and samples as may be required.

If any mechanical, electrical, structural, or other changes are required for the proper Installation and fit of alternative materials, articles, or equipment, or because of deviations from

the Contract, such changes shall not be made without the approval of the Director and shall be made without additional cost to the City.

2-1.09 **DISPOSAL OF MATERIAL OUTSIDE THE WORK SITE.** Unless otherwise stated elsewhere in the Contract Documents, the Contractor shall, at its own cost and expense, make its own arrangements for disposing of materials outside the Work Site.

Except when material is to be disposed of at a landfill or recycling center, when any material is to be disposed of outside the Work Site, the Contractor shall first obtain written permission from the City to dispose of the material at the intended location. The City's approval will be contingent upon the Contractor obtaining a written permit from the property owner on whose property the disposal is to be made. Prior to the disposal of any material at the intended location, the Contractor shall submit such permit or a certified copy thereof to the City, together with a written release from the property owner absolving the City from any and all responsibility related to the disposal of material on said property.

Disposal of Hazardous Materials must be done in accordance with all laws and regulations. Copies of all required regulatory documentation including copies of final manifests shall be supplied to the City.

2-1.10 **ACCESS TO THE WORK.** The Contractor shall satisfy itself that the jurisdictions through which its operations and haul routes pass will permit such operations with respect to the type of vehicle, laden weights, frequency and dimensions of loads, hours of operation and required traffic control. All necessary permits, licenses or bonds shall be obtained and paid for by the Contractor.

2-1.11 **TEMPORARY UTILITIES.** The Contractor shall make its own arrangements with utility companies for any temporary services it may require in performance of

the Work and shall pay all costs of these services directly to these utility organizations.

2-1.12 **UTILITY FACILITIES.** The Contractor shall protect from damage those utility facilities that are to remain in place, be Installed, relocated or otherwise arranged.

The Contractor's attention is directed to the possible existence of facilities not shown, and of facilities in a location different from that, which is indicated. The Contractor shall take steps to ascertain the exact location of all facilities prior to doing any Work, which may damage such facilities or interfere with their service. Where the location of a facility is indicated or inferred from the presence of visible facilities such as buildings, meters, and junction boxes, the Contractor shall make such excavations and explorations as are necessary to ascertain the correct location. Unless provided for elsewhere in the Contract Documents, the cost of such excavations and explorations will be considered as a part of the cost of other items of Work and no additional payment will be made. Such excavations and exploratory Work shall not entitle the Contractor to an extension of time.

If the Contractor discovers underground facilities not indicated or inferred from the Contract Documents, the Contractor shall immediately give the Director written notification of the existence of those facilities. The Contractor shall determine the exact location of the underground facilities and the cost of the work will be paid for in accordance with the Contract Documents. The underground facilities shall be protected from damage as directed by the Director and the cost of that work will be paid for as extra work. The Contractor shall, if directed by the Director, repair any damage, which may occur to the underground facilities. The cost of that repair work, not due to the failure of the Contractor to exercise reasonable care, will be paid for as extra work. Damage due to the Contractor's failure to exercise reasonable care shall be repaired at the Contractor's cost and expense.

Where it is determined by the City that the rearrangement of an underground facility, the existence of which is not shown on the Contract Drawings, is essential in order to accommodate the Work, the City will provide for the rearrangement of such facility by other forces or, when so ordered by Change Order, such rearrangement shall be performed by the Contractor and will be paid for as provided under a Change Order.

The Contractor shall be responsible for the maintenance of all utility facilities placed by the Contractor in temporary locations, and all utilities within the construction area not required to be relocated but which are required to be shored or supported during the construction period. The cost of such maintenance shall be borne by the Contractor, and no other compensation shall be due the Contractor for this Work.

The cost of providing and maintaining all necessary or required temporary structures, of making any necessary repairs, replacements, or similar operations, or furnishing indemnity or other bonds, if required, and all costs required by this Section shall be paid by the Contractor and shall be included in the prices bid in the schedule for other items of work.

2-1.13 **PRESERVATION AND CLEANING.** The Contractor shall clean up the Work at frequent intervals and at other times when directed by the Director. While finish Work is being accomplished, floors, Work areas and finished areas shall be kept clean, free of dust, construction debris and trash. Upon completion of the Work, the Contractor shall remove from the Premises its construction equipment and any waste materials not previously disposed of, leaving the Premises thoroughly clean and ready for final inspection.

2-1.14 **LIMITATIONS ON WORK SITE AND PREMISES.** The Contractor shall limit its construction operations to the Work Site unless otherwise shown on the Contract Drawings or specified. The Contractor shall perform no operation of any nature over or on the

Premises except such operations as are authorized by the Contract Documents or as authorized by the Director.

2-1.15 **DUST CONTROL.** During the performance of all Work under this Contract, the Contractor shall assume all responsibility for dust control and shall furnish all labor, equipment, and means required to carry out proper and efficient measures wherever and whenever dust control is necessary to prevent the operations from producing dust damage and nuisance to persons and property. Any claims resulting from dust damage or nuisance shall be borne solely by the Contractor. The Contractor shall comply with all applicable Air Quality Act requirements.

2-1.16 **SANITATION.** The Contractor shall provide sanitary facilities for all persons working on the Work.

2-1.17 **NIGHT WORK AND NORMAL WORKING HOURS.** Normal working hours at the construction site shall be between the hours of 7:00 a.m. and 7:00 p.m. Monday through Friday. Legal holidays are excluded. Certain utility connections and street operations are anticipated to require night Work by the Contractor during low usage periods. The Contractor may also be required to prosecute the Work at night if, at any time, the Director shall deem it necessary for the progress of the Work, or if emergencies arise. The Contractor shall promptly comply with any such requirements made in writing by the Director. The Contractor will also be permitted to Work at night if Contractor satisfies the Director of the need therefor, in order to maintain the required progress or protect the Work from the elements. Certain activities are required to be performed at night for nominal progress of the Work and/or are specified to be performed at night by other portions of the Supplemental Conditions. When required, ordered, or permitted to Work at night, the Contractor shall provide sufficient and

satisfactory lighting and other facilities therefor. The Contractor shall receive no extra payment for night Work, if specified or if required to be performed during the normal progress of the Work, but compensation shall be considered as having been included in the price stipulated for the Work.

If Contractor performs work during weekends, holidays or any non-normal work hours, Contractor shall pay for required City Inspectors.

2-1.18 **LINES AND GRADES.** Unless otherwise provided in the Supplemental Conditions, the Contractor shall lay out all Work, including structures and pipelines, and shall be responsible for any errors resulting therefrom. In all questions arising as to proper location of lines and grades, the Director's decision will be final.

As part of the bid price for the construction of the improvements, the Contractor shall provide and be responsible for the layout of all Work on this project. The Contractor shall provide all necessary surveys, field staking, and positioning for the construction of all components at the proper alignment, elevations, grades, and positions, as indicated on the Contract Drawings and as required for the proper operation and function. The Contractor shall stake its Work area limits. Contractor shall perform all construction staking using a land surveyor licensed in the State of California. Contractor shall provide a staking plan prior to commencement of Work for the City's review and maintain monuments, stakes, and marks, and shall update the plan as necessary. Director, or Director's designated representative, may verify the field condition. Errors or inconsistencies in the Contract Documents discovered by the Contractor shall be reported to the Director within twenty-four (24) hours and prior to constructive forms or related improvements. Any work Installed with this requirement shall be subject to removal and replacement at the Contractor's expense.

The Contractor's lay-out shall be based on existing structures, property lines, survey control, and bench marks established by the City. All structures and pipeline connections shall be Installed based on actual elevation of existing structures to which connections are made.

The Contractor shall supply such labor as required, at no extra charge, to aid and assist the Director in checking location and grades of the Work as set by the Contractor if the Director desires to perform this checking. This shall include moving materials and equipment located between monuments and the construction Work.

2-1.19 **ARCHEOLOGICAL DISCOVERIES.** Upon discovery of prehistoric or historic artifacts, or other indicators or examples of cultural resources discovered during the course of site preparation, grading, excavation, construction or other development activities, all operations within fifty feet (50') of the find shall cease until such time as the City provides the services of a qualified archeologist to evaluate the finds and recommend appropriate action.

Prehistoric materials can include flaked stone tools (e.g., projectile points, knives and choppers) or tool making debris of obsidian, chert, quartzite and other materials, culturally darkened soil (i.e., midden, which often contains heat affected rock, ash and charcoal, shellfish remains, and cultural materials), and stone milling equipment such as mortars, pestles and hand stones. Historic material may include wood, stone, concrete or adobe footings, walls and other structural remains; debris filled wells or privies; and deposits of wood, metal, glass, ceramics and other refuse.

2-1.20 **PRESERVATION OF MONUMENTS.** Any monuments or bench marks disturbed by construction operations shall be repaired per the City's standard and promptly re-established by a registered land surveyor or civil engineer. A plat for each monument shall be furnished to the Director after the plat has been recorded with the Placer

County Recorder's Office at no additional cost to the City. The recorded plat shall serve as a record of the re-establishment of said existing survey points.

2-1.21 **CONFORMITY WITH CONTRACT DOCUMENTS.** Work and materials shall conform to the lines, grades, cross sections, dimensions and material requirements, including tolerances, required by the Contract Documents. Although measurement, sampling and testing may be considered evidence as to such conformity, the City shall be the sole judge as to whether the Work or materials deviate from the Contract Documents. At its option, the City may elect to accept deviations from the Contract Documents with appropriate backcharge Assessments against the Contractor, and, if such an election is made, the City will provide written notice to the Contractor of such acceptance.

2-1.22 **FINAL CLEANUP.** Prior to final Acceptance of the Work, the Contractor shall thoroughly clean the Premises, remove all temporary structures built by or for the Contractor, and remove all equipment and surplus construction material and debris from the area. The entire project, before Acceptance by the City, shall be left in a neat and clean condition. All Work areas and temporary construction areas shall be returned to essentially the same conditions existing before the commencing of project construction.

2-1.23 **AS-BUILT DOCUMENTS AND DRAWINGS.** The Contractor shall maintain one set of the full size prints furnished by the City and mark thereon in color any deviations from plan dimensions, elevations, or orientations. Also, the Contractor shall locate on said prints, all underground facilities, such as piping, conduits and tanks by accurate field measurement from structure walls, corners, etc. The Contractor shall submit the prints and an electronic CD (searchable PDF or source file format such as AutoCAD) in good condition to the Director upon completion of the job as a condition of Acceptance of the project. Marked prints

shall be updated at least once each week and shall be available to the Director for review as to currency prior to developing partial payment estimates. After the completion of testing, but prior to Acceptance, the Contractor shall submit As-Built electrical drawings in color and an electronic CD showing all components and their wiring, and as specified in the Supplemental Conditions.

2-1.24 **SUPERINTENDENCE.** The Contractor shall supervise and direct the Work, which shall be performed in accordance with the requirements of the Contract Documents. The Contractor shall be solely responsible for implementation of all construction means, methods, techniques, sequences, and procedures and for coordination of all portions of the Work under the Agreement. The Contractor shall be solely responsible for the safety of its employees, Subcontractors of any tier, Suppliers, visitors to the Contractor, and other third parties associated with the Contractor.

The Contractor shall designate in writing before starting Work, an authorized representative who shall have the authority to represent and act for the Contractor.

When the Contractor is comprised of two (2) or more persons, firms, partnerships, or corporations functioning on a joint venture basis, said Contractor shall designate in writing before starting Work, the name of one authorized representative who shall have the authority to represent and act for the Contractor. Instances of misconduct, contract non-compliance, unsatisfactory performance, or incompetence by these personnel shall be grounds for the City to direct Contractor to dismiss them from the Project. Contractor shall immediately comply with the City's request for dismissal, at no cost to the City, and shall designate a replacement, which shall be subject to approval by the City.

Said authorized representative shall be present at the site of the Work at all times while Work is actually in progress on the Contract. When Work is not in progress and during periods

when Work is suspended, arrangements acceptable to the Director shall be made for any Emergency Work that may be required.

Whenever the Contractor or its authorized representative is not present on any particular part of the Work where it may be desired to give direction, orders will be given by the Director, which shall be received and obeyed by the superintendent or foremen who may have charge of the particular Work in reference to which the orders are given.

Any order given by the Director, not otherwise required by the Supplemental Conditions to be in writing, will on request of the Contractor, be given or confirmed by the Director in writing.

2-1.25 **CHARACTER OF WORKER.** If any Subcontractor or person employed by the Contractor shall appear to the Director to be incompetent or to act in a disorderly or improper manner, he or she shall be removed immediately on the requisition of the Director, and such person shall not again be employed on the Work.

2-1.26 **INSPECTION.** The Contractor shall at all times permit the Director to inspect the Work or any part thereof. The Contractor shall maintain proper facilities and provide safe access for such inspection by the Director to all parts of the Work, and to the shops where the Work is in preparation. Work shall not be covered up until authorized by the Director and the Contractor shall be solely responsible for notifying the Director where and when such Work is in readiness for inspection and testing. Should any such Work be covered without authorization, it shall, if so ordered, be uncovered at the Contractor's expense.

Unless otherwise designated as normal working hours, whenever the Contractor intends to perform Work on Saturday, Sunday, or a Legal Holiday, the Contractor shall give notice to the Director of such intention forty-eight (48) hours prior to performing such Work, or such longer

period as may be specified so that the Director may make necessary arrangements.

The observation and/or approval of the workmanship or materials by the City shall not relieve the Contractor of any obligations to fulfill the requirements of the Contract Documents. Workmanship and materials not meeting such requirements shall be corrected and unsuitable Work or material may be rejected, notwithstanding that such Work or materials have been previously observed and/or approved by the City, or payment therefor has been included in a progress estimate.

The City may order re-examination of questioned Work at any time before final Acceptance. If so ordered, the Contractor shall uncover the Work. If such work is found to be in accordance with the Contract Documents, the City will pay for the cost of uncovering, removing, recovering and replacing the parts removed; but if such Work so exposed or examined is not in accordance with the Contract Documents, the uncovering, removal, recovering and replacement shall be at the Contractor's expense. Work that has been covered prior to observation by the City does not qualify as re-examined work; the City may order such work uncovered for observation without payment of any costs.

2-1.27 **REMOVAL OF REJECTED AND UNAUTHORIZED WORK.** All Work which has been rejected shall be remedied, or removed and replaced by the Contractor in a manner acceptable to the Director and no compensation will be allowed the Contractor for such removal, replacement, or remedial Work.

Any Work done beyond the lines shown on the Contract Drawings or established by the Director, or any Work done without written authority will be considered as unauthorized Work and will not be paid for. Upon order of the Director, unauthorized Work shall be remedied, removed, or replaced at the Contractor's expense.

Upon failure of the Contractor to comply promptly with any order of the Director made under this section, the Director may cause rejected or unauthorized Work to be remedied, removed, or replaced, and the costs thereof will be deducted from any moneys due or to become due the Contractor.

SECTION 3

CHANGES IN THE WORK

3-1.01 **CHANGES.** The Director, without invalidating this Agreement and without notice to Contractor's surety, may order changes in the Work, consisting of additions or deletions, or other revisions. The Contract Price and the Contract Time shall be adjusted accordingly. All such changes in the Work, including in the Contract Price and the Contract Time, shall be authorized only by Contract Change Order, signed by the Director.

If Contractor claims that performance of any work entitles it to additional compensation or to an extension of time for performance of the Work, Contractor shall provide written notice to the City of any such claim prior to undertaking such work. Contractor shall provide written notice of any anticipated impacts to the Contract Price or Contract Time within three (3) Days of discovering such impact, by submitting a Notice of Potential Claim described in Section 7-1.03 below, or notice of delay as described in Section 6-1.09 below. If the Director refuses to issue a Change Order for such work, Contractor shall perform that work if directed or obligated to do so and shall submit a complete and specific Claim for additional compensation and/or extension of time for performance within fifteen (15) Days after such work is performed, as described in Section 7-1.03 below. Failure to provide written notice of claims prior to undertaking such work, failure to provide a timely Notice of Potential Claim, or failure to submit timely a complete and specific Claim for additional compensation and/or extension of the time for performance, shall be deemed a waiver and abandonment of any such Claim. No Claim, dispute or controversy shall interfere with the progress or performance of the Work and the Contractor shall proceed with the Work as directed by the Director. Failure to so proceed shall amount to a

default under this Agreement.

3-1.02 **PROPOSED CHANGE ORDERS.** The Contractor will be notified in writing of a proposed Change Order describing the intended change. Within fifteen (15) Days after receipt of a written request, the Contractor shall submit its proposed price to be added or deducted from the Contract Price due to the change and its estimate of the extent of the adjustment in the Contract Time, if any. The Contractor's proposed price to be added to or deducted from the Contract Price shall be supported by a detailed estimate of cost prepared by the Contractor, vendor or Supplier. The Contractor's proposed price submittal shall be accompanied by a statement of the time necessary for the changed Work, together with a description of how this time will be incorporated into the current Construction Schedule. The Contractor shall upon request by the Director permit inspection of its original Contract estimate, subcontract agreements or purchase orders relating to the change.

If agreement is reached on the adjustment in compensation as provided in Section 3-1.05, "Contract Price Adjustment," of these General Conditions, the Contractor shall proceed with the Work as changed at the agreed price.

If the Contractor and the Director fail to agree as to the adjustment in compensation for the performance of the changed Work, the Contractor, upon written order from the Director, shall proceed immediately with the changed Work and the Contract Price shall be adjusted in accordance with Section 3-1.06, "Force Account Payment," of these General Conditions.

If the Contractor fails to submit its cost estimate within such fifteen (15) Day period, the Contractor shall commence the Work as changed immediately upon receipt of written order of the Director, and the Contract Price will be adjusted in accordance with the Director's cost estimate for the changed Work.

EMERGENCY AND INDETERMINATE TYPE CHANGE

ORDERS. Changes in the Work made necessary by an Emergency, as determined by the Director, or changes of a kind where the extent of the Work cannot be determined until completed, may be authorized by the Director in writing. The Change Order shall state that it is issued pursuant to this Section 3-1.03. Upon receipt of an authorized Change Order or other written order of the Director, the Contractor shall proceed with the ordered Work and the Director will maintain a daily job record containing a detailed summary of all labor, materials and equipment required for the changed Work.

Within fifteen (15) Days after receiving a written request, the Contractor shall submit a detailed estimate of cost for the change and any requested change in Contract Time in the same manner as required for proposed Change Orders in Section 3-1.02 of these General Conditions.

3-1.04 **EXECUTED CHANGE ORDER.** A Contract Change Order signed by both the Director and the Contractor is an “executed Contract Change Order.” By signing the Contract Change Order, the Contractor agrees that the specified compensation constitutes full compensation for the changed Work, including payment for interruption, disruption, acceleration, extended Overhead, delay or any other “impact” claim or “ripple effect” claim. The Contractor specifically understands and agrees that its execution of the Contract Change Order shall constitute a waiver of any right for the Contractor to claim any additional compensation with respect to the subject matter of the Contract Change Order.

3-1.05 **CONTRACT PRICE ADJUSTMENT.** If a Contract Change Order provides for an adjustment to the Contract Price, the amount of such adjustment shall be determined by one of the following methods, or a combination thereof, as determined by the City and in its sole discretion:

A. Lump sum. The Contractor and the City may agree on a lump sum amount for the Change Order. At the City's request, the Contractor will provide pricing for the work. Maximum markups for Contract Change Orders paid for using lump sum pricing shall be paid for in the same manner and in the same amounts as markups for Force Account work, as described in Section 3-1.06 below.

B. Unit Prices. The unit prices set forth in the Contractor's Schedule of Bid Prices will be utilized where they are applicable and acceptable to the City. The Contractor's unit prices shall remain firm and shall not be subject to adjustment unless and until the actual quantity of work is increased or decreased by Contract Change Order in an amount greater than twenty-five percent (25%) from the estimated quantity indicated for such item. No markups will be given for Contract Change Orders paid for using unit prices.

Unit prices for new items included in the Contract Change Order but not included in the original bid shall be as mutually agreed upon or, in the absence of agreement, as determined by the City in the same manner as if the work were to be paid for on a Force Account basis, as described in Section 3-1.06 below.

C. Force Account. Where the City and the Contractor are unable to agree on lump sum pricing and if the City does not elect to utilize the unit prices in Contractor's bid, or such unit prices are not applicable, the changed work will be performed and tracked by the Contractor as Force Account work, as described in Section 3-1.06 below. The City will pay for such work, including markups, properly attributable to the change in accordance with those Force Account provisions.

D. Eliminated Items. The City reserves the right to delete any bid item of Work in its entirety. The City makes no representation that any work under a bid item of Work

will be performed, and all work may be subject to a Contract Change Order that deletes such work. Bid items are distinct and severable from the other bid items, and the Contractor shall not be entitled to any anticipated profit, unabsorbed Overhead, or other indirect expense attributable to the deleted item, except as provided immediately below with regard to Force Account mark-ups on the direct and verifiable costs incurred prior to the City's order that deletes the work.

Should any bid item of Work be eliminated in its entirety and not accounted for as described immediately above and, in the absence of an executed Contract Change Order covering such elimination, payment will be made to the Contractor for actual direct and verifiable costs incurred in connection with such eliminated bid item if incurred prior to the date of notification in writing by the City of such elimination. If acceptable material is ordered by the Contractor for the eliminated item prior to the date of notification of such elimination by the City, and if orders for such material cannot be canceled, it will be paid for at the actual direct and verifiable cost to the Contractor. Actual direct costs shall include documented vendor shipping fees, Supplier restocking fees, if applicable, and Contractor handling costs directly related to the eliminated item(s). In such case, the material paid for shall become the property of the City and the actual cost of any further handling will be paid for by the City. If the material is returnable to the vendor and if the City so directs, the material shall be returned and the Contractor will be paid for the actual direct cost of charges made by the vendor for returning the material. The actual direct cost of handling returned materials will also be paid for by the City. The actual direct and verifiable costs to be paid by the City as provided herein will be computed in the same manner as if the work were to be paid for on a Force Account basis, including the application of Force Account mark-ups to said costs.

3-1.06 **FORCE ACCOUNT PAYMENT.** When Work performed pursuant to a

Change Order is to be paid for on a Force Account basis, the Contractor's labor, materials and equipment used in the performance of such Work shall be subject to the approval of the City, and the compensation will be determined as set forth below in this section.

3-1.06A **LABOR.** The Contractor will be paid an amount based on the actual cost for the workers (including foremen when authorized by the Director) used in the actual and direct performance of the Work. All labor costs associated with Overhead, whether field or home office, are specifically excluded herein, as those labor costs are covered by the below mark-ups. The cost of labor, whether the employer is the Contractor, Subcontractor or other forces, shall include employer payments; assessment of benefits required by lawful labor union collective bargaining agreements; compensation insurance payments; contributions made to the State pursuant to the Unemployment Insurance Code; and for taxes paid to the Federal Government pursuant to the Social Security Act of August 14, 1935, as amended. No labor cost will be recognized at a rate in excess of the wages prevailing in the locality at the time the Work is performed, nor will the use of a labor classification, which would increase the cost, be permitted unless the Contractor establishes to the complete satisfaction of the Director the necessity for payment at a higher rate.

3-1.06B **MATERIALS.** Only materials furnished by the Contractor and necessarily used in the performance of the Work will be paid for. Such cost of materials may include the costs of procurement, transportation and delivery if necessarily incurred. If a cash or trade discount by the actual supplier is available to the Contractor, it shall be credited to the City. If materials are procured by the purchaser by any method which is not a direct purchase from and a direct billing by the actual supplier to such purchaser, the cost of such materials shall be deemed to be the price paid to the actual supplier plus the actual costs, if any, incurred in the

handling of such materials. If the materials are obtained from a supply or source owned wholly or in part by the purchaser, the cost of such materials shall not exceed the price paid by the purchaser for similar materials furnished from said source on Bid items or the current wholesale price for such materials delivered to the job site, less any discounts as provided herein, whichever is lower. If, in the opinion of the Director, the cost of materials is excessive, or if the Contractor fails to furnish satisfactory evidence of the cost to it from the actual supplier within sixty (60) Days after the date of delivery of the materials or within fifteen (15) Days after Acceptance of the Agreement, whichever occurs first, the cost of the materials shall be deemed to be the lowest current wholesale price at which similar materials are available in the quantities required, less any discounts provided herein. The Department reserves the right to furnish such materials required by the Change Order as it deems advisable, and the Contractor shall have no claim for cost or markups on material furnished by the Department.

3-1.06C **EQUIPMENT.** The Contractor will be paid an amount based on the actual cost for the use of equipment directly required and approved by the Director in the performance of the changed Work. No payment will be made for time while equipment is inoperative due to breakdowns or on Days when no Work is performed. In addition, the rental time shall include the time required to move the equipment to the Work from the nearest available source of such equipment, and to return it to the source. If such equipment is not moved by its own power, then loading and transportation costs will be paid. Moving time, loading and transportation costs will only be paid if the equipment is used exclusively on the changed Work during the time between move in and move out. Individual pieces of equipment having a replacement value of One Thousand Dollars (\$1000) or less shall be considered to be tools or small equipment, and no payment will be made therefore. For equipment owned,

furnished, or rented by the Contractor, no cost therefore shall be recognized in excess of the equipment rental rates published by Caltrans at the following website address:

<http://www.dot.ca.gov/hq/construc/equipmnt.html>. Equipment located at a Work Site and utilized on non-Force Account work shall not be eligible for standby payment, and shall be charged on a Force Account basis only when solely performing pre-approved Force Account work tasks.

3-1.06D **MARKUPS.** When a Change Order increases the cost of the Work, the Contractor may add the following maximum markups to its actual costs of labor, materials, or equipment rental:

15 percent for labor;

10 percent for materials; and

5 percent for equipment rental.

The above markups include full compensation, covering the costs of all supervision, bonds, profit, Overhead, and other general expenses not specifically designated as a direct cost in Sections 3-1.06A through 3-1.06C above. The total payment (i.e., direct cost plus applicable markups) shall be deemed to be the actual cost of such work and shall constitute full compensation therefor. The Contractor specifically understands and agrees that such payment shall include any Contractor costs for interruption, disruption, and acceleration, extended Overhead, Change Order management, delay or other “impact” claim or “ripple effect” claim.

When work paid for on a Force Account basis is performed by forces other than the Contractor’s own forces, the maximum allowable mark-ups for the Subcontractors’ costs shall be fifteen percent (15%) for the cost of labor, ten percent (10%) for the cost of materials, and five percent (5%) for the cost of rented equipment. In these situations where the work is being performed by Subcontractors, the Contractor will only be entitled to an additional five percent

(5%) mark-up and will not be entitled to receive the additional mark-ups specified in this section.

When a Change Order decreases the cost of the Work, the reduction in cost shall include a five percent (5%) markup on the estimated cost for furnishing the labor, materials and equipment, which would have been used on such Work, had the Change Order not been issued.

When a Change Order involves both added Work and deleted Work, the markup or markups to be used shall be as follows:

The actual costs of labor, materials, and equipment rental for added and deleted Work shall be calculated separately without adding markups. If the difference between the calculated costs for labor results in an increased cost, a markup of fifteen percent (15%) shall be applied to the increased cost. If the difference between the calculated costs of materials or equipment rental results in an increased cost, a markup of ten percent (10%) and five percent (5%) respectively, shall be applied to the increased costs of materials or equipment rental, as the case may be. If the difference between the calculated costs for labor, materials or equipment rental results in a decreased cost, a markup of five percent (5%) shall be applied to the decreased costs of labor, materials or equipment rental, as the case may be.

Contractor shall not add mark-ups on work performed and billed by City staff nor add mark-ups to successive iterations of proposed Change Order cost proposals returned to Contractor by the City due to incomplete or inaccurate information being originally submitted by the Contractor. If the Contract Price increases by the issuance of Change Orders, the penal amounts of the bonds required shall increase accordingly.

3-1.06E **RECORDS.** The Contractor shall maintain its records in such a manner as to provide a clear distinction between the direct costs of extra work paid for on a Force Account basis and the costs of other operations.

From the above records, the Contractor shall furnish the City completed daily extra work reports, on forms acceptable to the City, for each Day's extra work to be paid for on a Force Account basis. The daily extra work reports shall itemize the materials used, and shall cover the direct cost of labor and the charges for equipment rental, whether furnished by the Contractor, Subcontractor, or other forces. The daily extra work reports shall provide names and identifications and classifications of workers, the hourly rate of pay and hours worked, and also the size, type, and identification number of equipment, and hours operated. Daily extra work and Force Account reports (actual or claimed) shall be signed by both the City's and the Contractor's representatives within twenty-four (24) hours of the performance of the work.

Valid copies of vendor's invoices shall substantiate material charges. Such invoices shall be submitted with the daily extra work reports, or if not available, they shall be submitted with subsequent daily extra work reports. Should said vendor's invoices not be submitted within sixty (60) Days after the date of delivery of the material or within fifteen (15) Days after the Acceptance of the Agreement, whichever occurs first, the City reserves the right to establish the cost of such materials at the lowest current wholesale prices at which said materials were available in the quantities, less any discounts.

The City will compare its records with the completed daily extra work reports furnished by the Contractor and make any necessary adjustments. When these daily extra work reports are agreed upon and signed by both parties, said reports shall become the basis of payment for the work performed, but shall not preclude subsequent adjustment based on a later audit by the City.

The Contractor's cost records pertaining to Work paid for on a Force Account basis shall be open to inspection or audit by representatives of the City during the life of the Agreement and for a period of not less than three (3) years after the date of Agreement completion and the

Contractor shall retain such records for that period. Where payment for materials or labor is based on the cost thereof to forces other than the Contractor, the Contractor shall make every reasonable effort to insure that the cost records of such other forces will be open to inspection and audit by representatives of the City on the same terms and conditions as the cost records of the Contractor. If an audit is to be commenced more than sixty (60) Days after the date of Acceptance of the Agreement, the Contractor will be given fifteen (15) Days' notice of the time when such audit is to begin.

3-1.07 **COST REDUCTION PROPOSALS.** The City encourages the Contractor to submit Cost Reduction Proposals whenever the Contractor identifies areas and/or instances in which there can be savings to the Work. Contractor may submit to the City, in writing, proposals for modifying the plans, Specifications or other requirements of the Agreement for the sole purpose of reducing the total cost of construction, including the time for completion of the Work. The City may consider such Cost Reduction Proposals and, if accepted, the Agreement will be equitably adjusted. The City has no obligation to consider or accept Cost Reduction Proposals.

SECTION 4

CONTROL OF MATERIALS

4-1.01 **MATERIALS.** The Contractor shall furnish all materials required to complete the Work, except materials that are designated in the Supplemental Conditions to be furnished by the City and materials furnished by the City in accordance with Section 3, “Changes in the Work,” of these General Conditions.

Unless otherwise specified in the Supplemental Conditions, materials furnished by the Contractor for incorporation into the Work shall be new. When the quality or kind of materials, articles, or equipment is not particularly indicated, then the quality or kind thereof shall be similar to those that are indicated.

Articles or materials to be incorporated in the Work shall be stored in such a manner as to insure the preservation of their quality and fitness for the Work, and to facilitate inspection.

All materials which do not conform to the requirements of the Contract Documents as determined by the Director, will be rejected whether in place or not. Rejected material shall be removed immediately from the site of the Work, unless otherwise permitted by the Director. No rejected material, the defects of which have been subsequently corrected, shall be used in the Work, unless approval in writing has been given by the Director. Upon failure of the Contractor to comply promptly with any order of the Director made under these provisions, the Director shall have the authority to cause the removal and replacement of rejected material and to deduct the cost thereof from any moneys due or to become due the Contractor.

Manufacturer's warranties, guaranties, instruction sheets and parts lists, which are furnished with certain materials incorporated in the Work, shall be delivered to the Director

before Acceptance of the Contract.

Unless otherwise designated in the Supplemental Conditions or Specifications, materials furnished by the City will be delivered to the job site. Materials furnished by the City that are designated in the Supplemental Conditions as available at locations other than the job site shall be hauled to the site of the Work by the Contractor at its expense, including any necessary loading and unloading that may be involved.

The Contractor will be held responsible for all materials furnished to it, and shall pay all demurrage and storage charges. City-furnished materials lost or damaged from any cause whatsoever shall be replaced by the Contractor. The Contractor will be liable to the Department for the cost of replacing City-furnished material and such costs may be deducted from any moneys due or to become due the Contractor.

4-1.02 **PRODUCT AND REFERENCE STANDARDS.** When descriptive catalog designations, including manufacturer's name, product brand name, or model number are referred to in the Contract Documents, such designations shall be considered as being those found in industry publications in effect on the day the Notice to Contractors for the Work is dated, except as may be otherwise stated.

When standards or test designations of the Federal Government, trade societies, or trade associations are referred to in the Contract Documents by specific date of issue, these shall be considered as part of the Contract. When such references do not bear a date of issue, the edition in effect on the day the Notice to Contractors for the Work is dated shall be considered as part of the Contract.

4-1.03 **SAMPLING AND TESTING OF MATERIALS.** Unless otherwise specified, all tests shall be performed in accordance with the methods used by the State

Department of Transportation (Caltrans) and shall be made by the Director or his or her designated representative.

The State Department of Transportation has developed test methods for testing the quality of materials and Work. These test methods are identified by a California Test followed by the serial number. Copies of individual tests are available at the State Department of Transportation Laboratory, Sacramento, California, and will be furnished to interested persons upon request.

Whenever a reference is made in the Supplemental Conditions to a California Test by number, it shall mean the California test in effect on the day the Notice to Contractors for the Work is dated.

Whenever the Supplemental Conditions provide an option between two (2) or more test methods, the Director will determine the test method to be used.

Whenever a Supplemental Condition, manual, or test designation provides for test reports (such as certified mill test reports) from the manufacturer, copies of such reports, identified as to the lot of material, shall be furnished to the Director. The manufacturer's test reports shall supplement the inspection, sampling and testing provisions of this Section 4-1.03 and shall not constitute a waiver of the City's right to inspect. When material which cannot be identified with specific test reports is proposed for use, the Director may at his or her discretion, select random samples from the lot for testing. Testing specimens from the random samples, including those required for retest, shall be prepared in accordance with the referenced Supplemental Conditions and furnished by the Contractor at its expense. The number of such samples and test specimens shall be entirely at the discretion of the Director.

When requested by the Director, the Contractor shall furnish, without charge, samples of

all material entering into the Work, and no material shall be used prior to approval by the Director, except as provided in Section 4-1.04, "Certificates of Compliance," of these General Conditions.

A. Inspection and Access for Testing. The Contractor shall provide safe access for the Director and his or her inspectors to adequately inspect the quality of Work and conformance with the General and Supplemental Conditions. The Contractor shall provide adequate lighting, ventilation, ladders and other protective facilities as may be necessary for the safe performance of inspections.

The Contractor shall submit samples or specimens of such materials to be furnished or used in the Work as the Director may require. The Contractor shall furnish the Director all necessary labor and facilities for such things as excavation in the compacted fill to depths required to take samples.

Inspections, tests, or favorable review by the Director or others shall not relieve the Contractor from its obligations to perform the Work in accordance with the requirements of the Contract Documents.

Work covered without the favorable review or consent of the Director shall, if required by the Director, be uncovered for examination at the Contractor's expense.

If the Engineer, Architect, or Director considers it necessary or advisable that covered Work be inspected or tested by others, the Contractor, at the Director's request, will uncover, expose or otherwise make available for observation, inspection or testing as the Director may require, that portion of the Work in question, furnishing all necessary labor, materials, tools, and equipment. If it is found that such Work is defective, the Contractor will bear all the expenses of such uncovering, exposure, observation, inspection and testing and of

satisfactory reconstruction. If, however, such Work is not found to be defective and the Work was not covered without favorable review of the Director, the Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, to cover its costs directly attributable to such uncovering, exposure, observation, inspection, testing, and reconstruction and an appropriate Change Order shall be issued.

Whenever the Contractor varies the period during which Work is carried on each Day, the Contractor shall give due notice to the Director so that proper inspection may be provided. Any Work done in the absence of the Director may be subject to rejection. Proper facilities for safe access for inspection to all parts of the Work shall at all times be maintained for the necessary use of the Director and other agents of the City. Authorized representatives and agents of the Director shall be permitted access to inspect all Work and materials wherever it is required for preparation of progress reports, and the Contractor shall provide proper facilities for such access and inspection.

It is the Contractor's responsibility to supervise the Work and complete the project in accordance with the Contract Documents. In the course of managing that effort, the Contractor shall generate its own punch lists as deemed necessary. The Director may prepare punch lists for the Director's own use in communicating with the Contractor; however, the Director shall be under no obligation to prepare punch lists for the Contractor. In general, the Director will prepare punch lists only after the Contractor has given the Director written notice that the subject Work is completed and tested in accordance with the Contract Documents and is ready for operation and/or use and/or occupancy. Failure of the Director to include an item in a punch list shall not relieve the Contractor of its duty to satisfactorily complete all Work required by the Contract Documents.

Upon Final Completion of the construction Work and request by the Contractor, the Director will conduct a final inspection as a basis for recommending to the City that the Work be accepted.

B. Field and Materials Testing. Where the Supplemental Conditions require Work to be specially field tested or approved, it shall be tested only in the presence of the Director after timely notice of its readiness for inspection and test, and the Work after testing shall be covered up only upon the consent thereto of the Director.

The results of any tests made are for the information of the Director. Regardless of any test results, the Contractor is solely responsible for the quality of workmanship and materials and for compliance with the requirements of the Contract Drawings and Supplemental Conditions.

Except as specifically required under the Supplemental Conditions, all tests by the Director of materials furnished by the Contractor will be done in accordance with commonly recognized standards of national organizations. The Contractor shall furnish such samples of all materials as required by the Director without charge. No material shall be used unless it has been favorably reviewed by the Director.

Where such inspection and testing are to be conducted by an independent Laboratory or agency, the sample or samples of materials to be tested shall be selected by such Laboratory or agency, or the Director, and not by the Contractor.

C. Costs of Testing.

1. Initial Services: The City shall furnish and pay for all initial testing services required by the Contract Documents. When initial tests indicate non-compliance with the Contract Documents, the cost of initial tests associated with that non-compliance will be

deducted by the City from the balance owed the Contractor. The Contractor shall furnish samples of materials for testing as may be required by the Director. Such samples shall be furnished without cost to the City.

2. Retesting: When initial tests indicate non-compliance with the Contract Documents, all subsequent retesting occasioned by the non-compliance shall be performed by the same testing Laboratory and the cost thereof will be deducted by the City from the balance owed the Contractor. Contractor shall be billed for each additional test.

3. Contractor Convenience Testing: Inspection or testing performed exclusively for the Contractor's convenience shall be the sole responsibility of the Contractor.

4. Additional Tests and Inspections: When in the opinion of the Director additional tests or inspections are required because of the manner in which the Contractor executes its Work, such tests and inspections shall be paid for by the City, but will be deducted from the Contract Price. Examples of such tests and inspections are tests of materials substituted for previously accepted materials or substituted for specified materials, retests made necessary by failure of material to comply with the requirements of the Specifications, load tests made necessary because of portions of the structure not fully meeting Specifications or plan requirements, etc.

4-1.04 **CERTIFICATES OF COMPLIANCE.** A Certificate of Compliance shall be furnished prior to the use of any materials for which the Supplemental Conditions require that such a Certificate be furnished. In addition, the Director may permit the use of certain materials or assemblies prior to sampling and testing if accompanied by a Certificate of Compliance. The Certificate shall be signed by the manufacturer of the material or the manufacturer of assembled materials and shall state that the materials involved comply in all

respects with the requirements of the Supplemental Conditions. A Certificate of Compliance shall be furnished with each lot of such materials delivered to the Work and the lot so certified shall be clearly identified in the Certificate.

All materials used on the basis of a Certificate of Compliance may be sampled and tested at any time. The fact that material is used on the basis of a Certificate of Compliance shall not relieve the Contractor of responsibility for incorporating material in the Work which conforms to the requirements of the Contract Documents and any such material not conforming to such requirements will be subject to rejection whether in place or not.

The Department reserves the right to refuse to permit the use of material on the basis of a Certificate of Compliance.

The form of the Certificate of Compliance and its disposition shall be as directed by the Director.

SECTION 5

LEGAL RELATIONS AND RESPONSIBILITY

5-1.01 **LAWS TO BE OBSERVED.** The Contractor shall keep informed of and observe, and comply with and cause all of its agents and employees to observe and comply with, all prevailing Federal and State laws, and rules and regulations made pursuant to said Federal and State laws, and county and municipal ordinances, and regulations, which in any way affect the conduct of the Contract. If any conflict arises between provisions of the Contract and any such law above referred to, the Contractor shall notify the Director at once in writing. To the fullest extent allowed by law, the Contractor shall defend, indemnify, and save and hold harmless the City or any of its officers, agents, employees, and volunteers against any claim or liability arising from or based on the violation of any such law, rule, or regulation, whether by itself or its agents or employees.

5-1.02 **HOURS OF LABOR.** Eight (8) hours labor constitutes a legal Day's work. The Contractor or Subcontractor shall, as a penalty to City, forfeit Twenty-five Dollars (\$25) for each worker employed in the execution of the contract by the respective Contractor or Subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one (1) calendar week in violation of the provisions of the Labor Code, and in particular, Section 1810 to Section 1815, thereof, inclusive, except that Work performed by employees of Contractors in excess of eight (8) hours per day, and forty (40) hours during any one (1) week, shall be permitted upon public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1-1/2) times the basic rate of pay, as provided in said

Section 1815. In addition, Contractor and/or its Subcontractors may be required to pay double the basic rate of pay for all hours worked in excess of twelve (12) hours in any workday and under other circumstances. (See California Code of Regulations, Title 8, Sections 16100(c)(6) and (16200(a)(3)(F) and applicable Department of Industrial Relations prevailing wage determinations.)

5-1.03 **NONDISCRIMINATION.**

A. Attention is directed to Labor Code Section 1735, which reads as follows:

“A contractor shall not discriminate in the employment of persons upon public works on any basis listed in subdivision (a) of Section 12940 of the Government Code, as those bases are defined in Sections 12926 and 12926.1 of the Government Code, except as otherwise provided in Section 12940 of the Government Code. Every Contractor for public works who violates this section is subject to all the penalties imposed for a violation of this chapter.”

B. During the performance of this Contract, Contractor and its Subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. The Contractor and Subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. The Contractor and Subcontractors shall comply with the provisions of the California Fair Employment and Housing Act (Government Code §12900, et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, §7285.0 et seq.) and other applicable State and Federal regulations and City

policies pertaining to nondiscrimination and affirmative action which are incorporated into this Agreement by reference and made a part hereof as if set forth in full. The Contractor and its Subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

C. Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform Work under the agreement.

5-1.04 **PREVAILING WAGE.** The Contractor and any Subcontractor shall comply with Labor Code Sections 1770 et seq. In accordance with said Section 1775 the Contractor and any Subcontractor under the Contractor shall, as a penalty, forfeit to the state or City not more than \$200 for each calendar day or portion thereof, for each worker paid less than the prevailing rate as determined by the Director of Industrial Relations for the work or craft in which such worker is employed for under the Contract by the Contractor or by any Subcontractor under the Contractor.

The amount of the penalty shall be determined by the Labor Commissioner based on consideration of both of the following: (a) whether the failure to pay the correct rate of per diem wages was a good-faith mistake and, if so, whether the error was promptly and voluntarily corrected when brought to the attention of the Contractor or Subcontractor; and (b) whether the Contractor or Subcontractor has a prior record of failing to meet its prevailing wage obligations.

The penalty may not be less than forty dollars (\$40) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, unless the failure of the Contractor or Subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the Contractor or Subcontractor.

The penalty may not be less than eighty dollars (\$80) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the Contractor or Subcontractor has been assessed penalties within the previous three (3) years for failing to meet its prevailing wage obligations on a separate contract, unless those penalties were subsequently withdrawn or overturned.

The penalty may not be less than one hundred twenty dollars (\$120) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the Labor Commissioner determines that the violation was willful, as defined in subdivision (c) of Section 1777.1 of the Labor Code.

If the amount due under this section is collected from the Contractor or Subcontractor, any outstanding wage claim under Chapter 1 (commencing with Section 1720) of Part 7 of Division 2 of the Labor Code against the Contractor or Subcontractor shall be satisfied before applying that amount to the penalty imposed on that Contractor or Subcontractor pursuant to this section.

The determination of the Labor Commissioner as to the amount of the penalty shall be reviewable only for an abuse of discretion.

In addition to said penalty, the difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage shall be paid to each worker by the Contractor or Subcontractor.

If a worker employed by a Subcontractor on a public works project is not paid the general prevailing per diem wages by the Subcontractor, the Contractor is not liable for any penalties described above unless the Contractor had knowledge of that failure of the Subcontractor to pay

the specified prevailing rate of wages to those workers or unless the Contractor fails to comply with all of the following requirements:

1. The contract executed between the Contractor and the Subcontractor for the performance of work on the public works project shall include a copy of the provisions of Sections 1771, 1776, 177.5, 1813, and 1815 of the Labor Code.
2. The Contractor shall monitor the payment of the specified general prevailing rate of per diem wages by the Subcontractor to the employees, by periodic review of the certified payroll records of the Subcontractor.
3. Upon become aware of the Subcontractor's failure to pay its workers the specified prevailing rate of wages, the Contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the Subcontractor for work performed on the public works project.
4. Prior to making final payment to the Subcontractor for work performed on the public works project, the Contractor shall obtain an affidavit signed under penalty of perjury from the Subcontractor that the Subcontractor has paid the specified general prevailing rate of per diem wages to its employees on the public works project and any amount due pursuant to 1813 of the Labor Code.

Pursuant to Section 1775 of the Labor Code, the Division of Labor Standards Enforcement shall notify the Contractor on a public works project within fifteen (15) Days of the receipt by the Division of Labor Standards Enforcement of a complaint of the failure of a Subcontractor on that public works project to pay workers the general prevailing rate per diem wages.

Pursuant to the provisions of California Labor Code Section 1773, the City has obtained

the general prevailing rate of wages applicable to the categories of workers the City anticipates will be utilized for this project for straight time, overtime, Saturday, Sunday, and holiday Work. The holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining agreement of the particular craft, classification or type of worker concerned or, if no collective bargaining applies, those holidays identified in Government Code Section 6700. These wage rates may be obtained from the State Department of Industrial Relations and/or the following website address: <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>, which is incorporated herein as a part of this Contract.

Pursuant to Labor Code Section 1773.2, the general prevailing wage rates set forth above, which forms a part of this Contract, shall be posted by the Contractor at a prominent place at the site of the Work.

Pursuant to Labor Code Section 1773.6 and California Code of Regulations Section 16204, Title 8, changes in general prevailing wage determinations shall apply to the project only if issued by the Director of Industrial Relations prior to the City's bid issuance date.

The City will not recognize any claim for additional compensation because of the payment by the Contractor of any wage rate in excess of the prevailing wage rate set forth in the Contract. The possibility of wage increases is one of the elements to be considered by the Contractor in determining its Bid, and will not under any circumstances be considered as the basis of a claim against the City or Contract.

When both California and Federal prevailing wage rates apply, the Contractor and any Subcontractors shall pay their workers the higher of the two rates. The Contractor and any Subcontractors shall insert this clause in any lower tier contract.

5-1.05 **REGISTRATION REQUIRED AS QUALIFICATION TO BID.**

Pursuant to Labor Code Section 1771.1(b), notice is hereby given that a Contractor or Subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contractor for public work, as defined in Labor Code Sections 1720, et seq., unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. It is not a violation of Labor Code Section 1771.1 for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5.

5-1.06 **PAYROLL RECORDS.** The Contractor's attention is directed to the following provisions of Labor Code Section 1776. The Contractor shall be responsible for the compliance with these provisions by its Subcontractors.

A. The Contractor and each Subcontractor shall keep accurate and current payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by it in connection with the public work. Each payroll record shall contain or be verified by a written declaration that is made under penalty of perjury, stating both of the following:

1. The information contained in the payroll record is true and correct.
2. The employer has complied with the requirements of Section 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.

B. The payroll records enumerated under subdivision (A) shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following

basis:

1. A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or his or her authorized representative on request.

2. A certified copy of all payroll records enumerated in subdivision (A) shall be made available for inspection or furnished upon request to a representative of the City, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations. The City reserves the right to withhold any progress payments to the Contractor in the event of noncompliance with the subsection.

3. A certified copy of all payroll records enumerated in subdivision (A) shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through either the City, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. The public shall not be given access to such records at the principal office of the Contractor.

C. The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the Division.

D. Each Contractor shall file a certified copy of the records enumerated in subdivision (A) with the entity that requested the records within ten (10) Days after receipt of a written request.

E. Any copy of the records made available for inspection as copies and furnished upon request to the public or any public agency by the City, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement shall be marked or

obliterated to prevent disclosure of an individual's name, address and social security number.

The name and address of the Contractor awarded the Contract or Subcontractor performing the Contract shall not be marked or obliterated. Any copy of records made available for inspection by, or furnished to, a joint labor-management committee established pursuant to the federal Labor Management Cooperation Act of 1978 (Section 175a of Title 29 of the United States Code) shall be marked or obliterated only to prevent the disclosure of an individual's name and social security number. A joint labor-management committee may maintain an action in a court of competent jurisdiction against an employer who fails to comply with Section 1774. The court may award restitution to an employee for unpaid wages and may award the joint labor-management committee reasonable attorneys' fees and costs incurred in maintaining the action. An action under this subdivision may not be based on the employer's misclassification of the craft of a worker on its certified payroll records. Nothing in this subdivision limits any other available remedies for a violation of this section.

F. The Contractor shall inform the City of the location of the records enumerated under subdivision (A), including the street address, city and county, and shall, within five (5) business days, provide a notice of a change of location and address.

G. The Contractor shall have ten (10) Days in which to comply subsequent to receipt of written notice requesting the records enumerated in subdivision (A). In the event that the Contractor or Subcontractor fails to comply within the ten (10) Day period, the Contractor shall, as a penalty to the State or City, forfeit twenty-five (\$25) Dollars for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from any progress payment or final payment then due. A contractor

is not subject to a penalty assessment pursuant to this section due to the failure of a Subcontractor to comply with this section.

5-1.07 **SAFETY REQUIREMENTS.** It is the intent of the parties that the City is not an exposing, creating, controlling, or correcting employer under California Labor Code Section 6400. In accordance with generally accepted construction practices and State law, the Contractor shall have the authority and be solely and completely responsible for conditions on the Work Site, including safety of all persons and property during performance of the Work. Moreover, the Contractor shall be the controlling employer and has the authority and responsibility to enforce Work Site safety. The Contractor shall be responsible for conducting daily safety inspections and assuring all hazards and violations are abated. The Contractor is responsible for assuring that all Subcontractors adhere to the minimum Cal/OSHA safety requirements and that each Subcontractor has an effective Cal/OSHA IIPP (Illness and Injury Prevention Program) in place that specifically addresses all potential exposures, such as, but not limited to, fall protection, confined space, and trenching/shoring. These requirements shall apply continuously and not be limited to normal working hours. The Contractor shall be responsible for any delay costs or damages in the event the progress of Work is slowed or stopped due to a safety violation.

The Contractor shall designate a safety officer and have in place a health and safety plan in accordance with the laws of State of California and conduct safety meetings and document them in accordance with the law. The Contractor shall have the safety record available for inspection during working hours and shall submit job site safety meeting reports with each Application for Payment.

Prior to Contractor commencing construction project work on City property, Contractor

shall make available copies of its Health and Safety Plan (HASP) that meets or exceeds applicable Cal/OSHA regulations. The Contractor's HASP shall also meet or exceed the requirements of any applicable City-wide or departmental specific Injury and Illness Prevention Programs (IIPP) and other HASP programs, procedures, and plans. Potentially applicable HASP programs, procedures, and plans include, but are not limited to, the following:

1. Bloodborne Pathogens Exposure Control Plan;
2. Confined Space Entry Procedure;
3. Electrical Safety Program (Lockout/Tagout);
4. Emergency Action Plans (Site Specific);
5. Fire Prevention Plans (Site Specific);
6. Hazardous Waste Operations Emergency Response Plan (or Equivalent);
7. Hazard Communication Program (SDS's and Right-to-Know training);
8. Heat Illness & Prevention Plan;
9. Hearing Conservation Program;
10. Hot Work/Welding Procedure;
11. Job Hazard Analyses/Standard Operating Procedures;
12. Traffic Control & Flagging;
13. Excavation/Dig Safe Procedure;
14. Fall Protection Plan;
15. Personal Protective Equipment Plan;
16. Respirable Crystalline Silica Exposure Control Plan;
17. Respirator Program;
18. Soils Management Plan (for contaminated soils); and

19. Transite (Asbestos) Pipe Work Procedure.

Additionally, Contractor shall be responsible for complying with all City-wide and departmental specific safety requirements as identified in the Supplemental Conditions or presented at a pre-construction meeting.

Contractor shall inform City in advance of the quantity of chemical(s) to be used for the project and the total quantity of chemical(s) that will be brought onto City property. In addition, Contractor shall provide City with one copy of the Safety Data Sheet (SDS) for each chemical expected to be used to complete the project and for each chemical brought to the Work Site, regardless of whether such chemicals are ultimately used for the project.

The services of the Director in conducting construction review of the Contractor's performance is not intended to include review of the adequacy of the Contractor's Work methods, equipment, bracing or scaffolding, or safety measures, in, on, or near the construction site. If a City employee observes a safety violation, the City employee will report the violation to the Contractor who is then responsible for assuring the violation is abated.

The Contractor is hereby informed that Work on this project could be hazardous. The Contractor shall carefully instruct all personnel working in potentially hazardous Work areas as to potential dangers and shall provide such necessary safety equipment and instructions as are necessary to prevent injury to personnel and damage to property. Special care shall be exercised relative to Work underground.

All Work and materials shall be in strict accordance with all applicable State, City, County, and Federal Rules, Regulations, and Codes, and attention is drawn to the requirements of Cal/OSHA. The Contractor shall be solely responsible for compliance with all City, County and State blasting requirements and for any damages caused by its operations.

To ensure compliance with California Labor Code Section 6705, the Contractor shall submit to the City, at least five (5) Days in advance of excavation of any trench five feet (5') or more in depth, Working Drawings to the Director showing the design of shoring, bracing, sloping and other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such Working Drawings vary from the shoring system standards established by the Cal/OSHA Construction Safety Orders of the Division of Industrial Safety, the plan shall be prepared and signed by a registered civil or structural engineer in the State of California. This in no way relieves the Contractor from the requirement of maintaining safety in all operations performed by the Contractor or the Contractor's Subcontractors and nothing in this section shall be deemed to allow the use of a shoring, sloping or protective system less effective than that required by the Cal/OSHA Construction Safety Orders of the Division of Industrial Safety Contractor's Working Drawings shall be subject to approval insofar as the details affect the character of the finished Work and for compliance with design requirements applicable to the construction when specified or called for, but details of the design will be left to Contractor who shall be responsible for the successful construction of the Work. The City shall approve Working Drawings before any Work involving such drawings is performed. Approval and/or acceptance by the City or its designated agent only constitutes acknowledgment of the submission and does not constitute review or approval of the designs, design assumptions or criteria, completeness of submissions, applicability to areas of intended use, nor implementation of the plans, which are solely the responsibility of the Contractor and its registered engineer.

The Contractor shall perform its Work as not to expose personnel to, or to discharge into the atmosphere from any source whatever, smoke, dust, asbestos, toxic chemicals or other air

contaminants in violation of the laws, rules, and regulations of the governmental entities having jurisdiction and shall bear full and exclusive responsibility for any release of hazardous or non-hazardous chemicals or substances during the course of the Work. The Contractor shall immediately report any such release to the City. The Contractor shall be solely responsible for all claims and expenses associated with the response to, removal and remediation of the release, including, without limitation, payment of any fines or penalties levied against the City by any agency as a result of such release and shall defend, indemnify, and save and hold harmless the City, its officers, agents, employees, and volunteers from any claims arising from such release. For purposes of this section only, the term “claims” shall include:

1. All notices, orders, directives, administrative or judicial proceedings, fines, penalties, fees, or charges imposed by any governmental agency with jurisdiction; and
2. Any claim, cause of action, or administrative or judicial proceeding brought against the City, its officers, agents, employees, and volunteers for any loss, cost (including reasonable attorneys’ fees), damage or liability, sustained or suffered by any person or entity, including the City.

If the performance of the Work creates any hazardous wastes, those wastes shall be properly disposed of according to federal, state, and local laws, at the expense of the Contractor. The Contractor shall dispose of the wastes under its own EPA Generator Number. In no event shall the City be identified as the generator. The Contractor shall notify the City of any such hazardous wastes and the City reserves the right to a copy of the results of any tests conducted on the wastes, and, at its cost, to perform additional tests or examine those wastes, prior to disposition. The Contractor shall defend, indemnify, and save and hold harmless the City, its

officers, agents, employees, and volunteers from any claims arising from the disposal of the hazardous wastes, regardless of the absence of negligence or other malfeasance by the Contractor. Disposal of all Hazardous Materials must be done in accordance with all laws and regulations. Copies of required regulatory documentation including copies of final manifests shall be supplied to the City.

Contractors or Subcontractors removing one hundred or more square feet (100') of asbestos must be "Certified" in accordance with State law. All Work involving exposure to asbestos and all other hazardous materials shall be performed with protection of personnel in compliance with all applicable regulations and safety requirements including, but not limited to, California Code of Regulations Section 1529, Title 8.

Nothing in these General Conditions is to be construed to permit Work not conforming to governing codes. When Contract Documents differ from governing codes, the Contractor shall furnish and Install the higher standards called for without extra charge.

5-1.08 **SUBSURFACE EXCAVATIONS, NOTIFICATION.** The Contractor shall contact the regional notification center, "Underground Service Alert," and schedule its Work to allow ample time for the center to notify its members and, if necessary, for any member to field locate and mark its facilities. Without limiting the foregoing, the Contractor's attention is directed to Government Code Sections 4216 to 4216.9, and in particular Section 4216.2.

5-1.09 **PUBLIC SAFETY.** The Contractor shall assume all responsibility for public safety during the performance of its Work, and all costs arising therefrom shall be included in the Contract Price. Whenever the Contractor's operations create a condition hazardous to traffic or to the public, it shall furnish, erect and maintain, at its expense, such fences, barricades, lights, signs, and other devices and take such other protective measures as are

necessary to prevent accidents or damage or injury to the public. The Contractor shall establish the pedestrian detours with comparable lighting to the original pedestrian areas. The Contractor shall arrange for such flaggers as are necessary to give adequate warning to traffic or to the public of any dangerous conditions affecting traffic. For Work in a public right-of-way, the Contractor shall comply with the rules and regulations of the State, County, or local agency that owns the right-of-way.

The Contractor shall promptly and fully comply with and carry out, and shall without separate charge therefor to the City, all safety and first aid requirements prescribed by all applicable Federal, State, and local laws and regulations, rules, and orders. The Work shall be done in a safe manner; and the Contractor shall safeguard the safety and health of its employees, Subcontractors, and the people of local communities. The Contractor shall also be reasonable for ensuring that its Subcontractors comply with the provisions of this section.

Upon the failure of the Contractor to comply with any of the requirements of this section, the City shall have the authority, but not the duty, to stop the Work until such failure is remedied. The Contractor shall not be entitled to an adjustment of the Contract Time or an increase in the Contract Price due to any such suspensions.

When required by the Contract Documents, the Contractor shall construct, maintain, and remove detours for use of public traffic, without additional cost to the City, unless separate payment is specified in the Special Provisions.

The failure or refusal of the Contractor to construct and maintain detours at the proper time shall be sufficient cause for closing down the work until such detours are in satisfactory condition for use by public traffic.

Due care shall be exercised to avoid injury to existing improvements or facilities, utility

facilities, adjacent property and trees, shrubs, and other plants that are not to be removed.

Trees, shrubs and other plants that are not to be removed, and pole lines, fences, signs, survey markers and monuments, buildings and structures, conduits, pipe lines, sewer and waterlines, highway facilities, and any other improvements or facilities, under or above ground, that are within or adjacent to the work limit line shall be protected from injury or damage, and the Contractor shall provide and Install suitable safeguards to protect such objects from injury or damage. If such objects are injured or damaged by reason of the Contractor's operations, they shall be replaced or restored at the Contractor's expense. The facilities shall be replaced or restored to a condition as good as when the Contractor entered upon the Work Site, or as good as required by the Contract Documents if any such objects are part of the Work. The City may make or cause to be made such temporary repairs as are necessary to restore to service any damaged facility. The cost of such repairs shall be borne by the Contractor, and the costs may be deducted from any monies due or to become due to the Contractor under the Agreement.

The fact that any underground facilities is not shown on the Contract Drawings shall not relieve the Contractor of its responsibility pursuant to "Utility Facilities" in Section 2-1.12 elsewhere in the Contract Documents. It shall be the Contractor's responsibility, pursuant thereto, to ascertain the location of such underground improvements or facilities, which may be subject to damage by reason of its operations.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the Work involved in protecting or repairing property as specified in this section, shall be considered as included in the prices paid for the various Contract items of work and no additional compensation will be allowed therefor.

5-1.10 **EMERGENCIES.** In an Emergency affecting the safety of life, the

Work, or adjoining property, the Contractor, without special instructions or authorization from the City, shall act at its discretion to prevent such threatened loss or injury. In such an Emergency, the Contractor may perform such additional work as is reasonably required. Any compensation claimed by the Contractor on account of Work performed to an Emergency shall be determined in accordance with the provisions relating to Force Account payment contained elsewhere in the Contract Documents.

5-1.11 **APPRENTICES.** Attention is directed to Labor Code Sections 1777.5, 1777.6 and 1777.7 and Title 8, California Code of Regulations Section 200 et seq. In accordance with Section 1777.5, the Contractor shall secure the necessary certificates and shall contribute to the apprenticeship fund or funds, as provided therein. The Contractor shall require each Subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work to fully comply with Sections 1777.5 and 1777.6 of the Labor Code. To insure compliance and complete understanding of the law regarding apprentices, and specifically the required ratio thereunder, each Contractor or Subcontractor should, where some questions exist, contact the Division of Apprenticeship Standards, , or one of its branch offices prior to commencement of Work on the public works Contract. Responsibility for compliance with this section lies with the prime Contractor.

It is State and City policy to encourage the employment and training of apprentices on public works Contracts as may be permitted under local apprenticeship standards.

5-1.12 **FAIR LABOR STANDARDS ACT.** Attention is invited to the fact that the City has been advised by the Wage and Hour Division, U.S. Department of Labor, that Contractors engaged in construction Work are required to meet the provisions of the Fair Labor Standards Act of 1958 and as amended (52 Stat. 1060).

5-1.13 **WORKERS' COMPENSATION.** Pursuant to the requirements of Labor Code Section 1860, the Contractor will be required to secure the payment of workers' compensation to its employees in accordance with the provisions of Labor Code Section 3700.

Prior to the commencement of Work, the Contractor shall sign and file with the Director a certification in the following form:

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

5-1.14 **AIR POLLUTION CONTROL AND ASBESTOS.** The Contractor shall comply with all air pollution control rules, regulations, ordinances and statutes which apply to any Work performed pursuant to the Contract, including any air pollution control rules, regulations, ordinances and statutes, specified in Government Code Section 11017.

In the absence of any applicable air pollution control rules, regulations, ordinances or statutes governing solvents, all solvents, including but not limited to the solvent portions of paints, thinners, curing compounds, and liquid asphalt used on the project shall comply with the applicable material requirements of the applicable Air Quality Management District. All containers of solvent, paint, thinner, curing compound, or liquid asphalt shall be labeled to indicate that the contents fully comply with said requirements.

Unless otherwise provided in the Supplemental Conditions, material to be disposed of shall not be burned, either inside or outside the Premises.

The Contractor shall also comply with all rules, regulations, statutes and ordinances

regarding asbestos removal and disposal, including but not limited to, 42 U.S.C. Sections 7401, 7412 and 7601, 40 C.F.R. Part 61, Subpart M, and California Code of Regulations Section 1529, Title 8.

If the Contractor discovers that a building to be demolished or renovated contains asbestos containing material, the Contractor shall immediately cease Work and notify the City.

5-1.15 **USE OF PESTICIDES.** The Contractor shall comply with all local, state and federal rules and regulations of the Department of Food and Agriculture, the Department of Health, the Department of Industrial Relations and all other agencies which govern the use of pesticides required in the performance of the Work.

Pesticides shall include but shall not be limited to herbicides, insecticides, fungicides, rodenticides, germicides, nematocides, bactericides, inhibitors, fumigants, defoliants, desiccants, soil sterilants, and repellents.

Any substance or mixture of substances intended for preventing, repelling, mitigating, or destroying weed, insects, diseases, rodents, or nematodes and any substance or mixture of substances intended for use as a plant regulator, defoliant or desiccant shall be considered as pesticide.

5-1.16 **SOUND AND LIGHT CONTROL REQUIREMENTS.** The Contractor shall comply with all local sound control, light control, and noise level rules, regulations and ordinances which apply to any Work performed pursuant to the Contract. Work shall not begin before 7 a.m. nor occur after 7 p.m., unless otherwise permitted by the City.

Each internal combustion engine, used for any purpose on the Work or related to the Work, shall be equipped with a muffler, in good working order, of a type recommended by the manufacturer. No internal combustion engine shall be operated on the project without said

muffler.

5-1.17 **WEIGHT LIMITATIONS.** Unless expressly permitted elsewhere in the Contract Documents, the Contractor shall not operate construction equipment or vehicles of any kind which, laden or unladen, exceed the maximum weight limits set forth in Division 15 of the Vehicle Code over completed or existing base, surfacing, pavement or structures.

5-1.18 **ENVIRONMENTAL CLEARANCES; MITIGATION MONITORING PROGRAMS; AND REGULATORY AGENCY PERMIT REQUIREMENTS.** The Department will obtain all environmental clearances and other authorizations necessary for this project as set forth in the Contract Documents. The Contractor shall comply with the provisions, including giving notices during construction when required, of said authorizations. In the event the obtaining of said authorizations delays completion of all or any portion of the Work, an extension of time determined pursuant to the provisions in Section 6-1.08, “Liquidated Damages,” of these General Conditions will be granted.

Contractor shall comply with: (1) all mitigation identified in the mitigation monitoring program (attached to and adopted as a component of the mitigated negative declaration or Environmental Impact Report) to mitigate impacts to protected natural resources; and (2) all related permit requirements issued by the regulatory agencies authorizing the project. Contractor shall defend, indemnify, and save and hold harmless the City, its officers, agents, employees, and volunteers from any fines, claims, suits, actions or regulatory sanctions of every name, kind and description brought forth, or on account of, damage to protected natural resources from or arising out of Contractor’s negligence or willful misconduct in the performance of this Agreement.

5-1.19 **PERMITS AND LICENSES.** The Contractor acknowledges and agrees that, prior to the submission of its bid for the Work, it fully familiarized itself with the

requirements of all applicable federal, state, county and municipal laws, codes, rules, and regulations, as well as the conditions of any required licenses and permits.

The Contractor shall procure all permits and licenses, including any applicable building permits (except those procured or to be procured by the City which are listed elsewhere in the Contract Documents), in coordination with the Director, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the Work. Contractor shall be responsible for applying, paying all fees, and coordination for obtaining all permits for completion of the Work. All permits and licenses shall be obtained in sufficient time to prevent delays to the Work. Contractor will apply to the City for reimbursement for such permits costs. Accordingly, Contractor should not include the anticipated costs for permits in its bid, as the necessary permit costs will be reimbursed by the City.

The California Environmental Quality Act (Public Resources Code, Section 21000 to 21177) may be applicable to permits, licenses and other authorizations which the Contractor must obtain from State or local agencies in connection with performing the Work. The Contractor shall comply with the provisions of that Act in obtaining such permits, licenses and other authorizations, and all permits, licenses and other authorizations shall be obtained in sufficient time to prevent delays to the Work.

The Contractor shall maintain the applicable Contractor's license as identified in the Notice to Contractors and City business license for the duration of the Work.

5-1.20 **WATER POLLUTION.** The Contractor shall comply with all water pollution control rules, regulations, ordinances and statutes which apply to any Work performed pursuant to the Contract, including any water pollution control rules, regulations, and statutes, specified by the most current State of California NPDES General Permit for Stormwater

Discharges Associated with Construction Activity.

The Contractor shall take all necessary precaution to protect streams, vernal pools, ponds, reservoirs, and lakes from pollution with fuels, oils, bitumen, calcium chloride, and other harmful materials as consistent with the law. Also, the Contractor shall conduct and schedule operations so as to avoid discharging pollutants, such as but not limited to: sediment and silt to the storm drain system. The storm drain system consists of all facilities that are designed to convey stormwater to the Waters of the State as defined in the California Water Code. The storm drain system includes, but is not limited to, all streets, gutters, drain inlets, roadside ditches, streams, vernal pools, ponds, and lakes. Care shall be exercised to preserve roadside vegetation beyond the limits of construction.

5-1.21 **PROTECTION AND USE OF PROPERTY.** The Contractor shall be responsible for and provide and maintain all proper temporary walkways, covered walkways, barriers, roads, guards, railings, lights, warning signs, and take precaution at all times to avoid injury or damage to any person or any property, and upon completion of the Work, or at other times as directed, restore Premises and adjacent property to a proper condition. In the event of such injury or damage, Contractor shall report such injury and damage to City within forty-eight (48) hours of occurrence.

The Contractor shall protect adjoining property and nearby buildings, including City buildings, City roads, and public streets or roads, from dust, dirt, debris, or the nuisance arising out of the Contractor's operations or storage practices, and, if ordered by the Director, the Contractor shall provide and Install suitable safeguards, approved by the Director, to protect such objects from damage. If such objects are damaged by reason of the Contractor's operations, they shall be replaced or restored at the Contractor's expense.

If the Contractor damages any buildings, roads, utilities, or other property which belong to the City, or any Department or agency thereof, then the Director, at his or her option, may retain from the money due under the Contract an amount sufficient to insure repair of the damage.

The Director may make or cause to be made such temporary repairs as are necessary to restore to service any such damaged facility. The cost of such repairs shall be borne by the Contractor and may be deducted from any moneys due or to become due the Contractor under the Contract.

5-1.22 **RESPONSIBILITY FOR DAMAGE AND INDEMNIFICATION.**

The City of Roseville, its officers, agents, employees, and volunteers, including but not limited to the Director and his or her designee, shall not be answerable or accountable in any manner: for any loss or damage that may happen to the Work or any part thereof; for any loss or damage to any of the materials or other things used or employed in performing the Work; for injury to or death of any person, either workers or the public; or for damage to property from any cause which might have been prevented by the Contractor, its workers, or anyone employed by the Contractor or the Contractor's Subcontractors.

The Contractor shall be responsible for any liability imposed by law and for injuries to, or death of, any person including, but not limited to, workers and the public, or damage to property resulting from defects or obstructions, or from any cause whatsoever during the progress of the Work or at any time before its completion and final Acceptance.

To the fullest extent allowed by law, the Contractor shall defend (through counsel acceptable to the City), indemnify, and save and hold harmless the City, and its respective officers, agents, Subcontractors, employees, and volunteers, and the successors and assigns of

any of them, (hereinafter referred to as “Indemnitees”) from and against all claims, demands, liability, suits, actions, costs or expenses for any and all loss or damage, including but not limited to, personal injury, property damage, or economic loss, arising out of or resulting from allegations of (1) Contractor’s use of the City’s property or any activities or Work performed hereunder by the Contractor; (2) the Contractor’s performance of the Work under the Agreement; or (3) the Contractor’s breach of any provision of the Agreement. The duty of the Contractor to indemnify and save harmless includes the duties to defend as set forth in Civil Code Section 2778. The only exception to these provisions is that the Contractor’s obligations under this section will not apply to the extent that the claims, demands, liability, suits, actions, costs or expenses are caused by Indemnitees’ active negligence, willful misconduct, criminal acts, or for defects in design furnished by the Indemnitees, misconduct, criminal acts, or for defects in design furnished by the Indemnitees.

The Contractor waives any and all rights to any type of express or implied indemnity against the City, its officers, agents, employees, or volunteers.

The Contractor’s responsibility for such defense and indemnity obligations shall survive the termination or completion of this Contract for the full period of time allowed by law. The defense and indemnity obligations of this Contract are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Contract. The parties intend that the defense and indemnity obligations in this Contract shall be broadly construed.

Any person, firm or corporation that Contractor authorizes to Work on the City’s property including Subcontractors, shall be deemed to be an agent of the Contractor for purposes herein, shall be subject to all the applicable terms herein, and shall be within the scope of the Contractor’s indemnity obligation described herein.

In addition to any remedy authorized by law, so much of the money due the Contractor under and by virtue of the Contract as shall be considered necessary by the Department may be retained by the City until disposition has been made of such suits or claims for damages.

The retention of money due the Contractor shall be subject to the following:

A. The City will give the Contractor thirty (30) Days' notice of its intention to retain funds from any partial payment which may become due to the Contractor prior to Acceptance of the Contract. Retention of funds from any payment made after Acceptance of the Contract may be made without such prior notice to the Contractor.

B. No retention of additional amounts out of partial payments will be made if the amount to be retained does not exceed the amount being withheld from partial payments pursuant to Section 7-1.07, "Progress Payments," of these General Conditions.

C. If the City has retained funds and it is subsequently determined that the City is not entitled to be indemnified and saved harmless by the Contractor in connection with matter for which such retention was made, the Department shall be liable for interest on the amount retained at the legal rate of interest for the period of such retention.

5-1.23 **INSURANCE COVERAGE.**

A. Evidence of Maintenance Required. The Contractor shall, at its expense, procure and at all times maintain in full force and effect at a minimum the insurance required by this section on all of its operations; and the Contractor shall not allow any Subcontractor to commence work until similar insurance required of the Subcontractor has been obtained and filed. An original Certificate of Insurance, and copies of all required endorsements, all in a form approved by the Risk Manager, evidencing all required coverage or policies shall be filed after the award of the bid and prior to approval of the Contract by the City Council. Contractor shall

provide ten (10) days prior written notice to the City of any reduction of coverage limits or cancellation of the coverage or policies shall be given to the City of Roseville as Certificate holder.

B. Qualifying Insurers. With the exception of the State Compensation Insurance Fund, all required insurance policies shall be issued by companies acceptable to the City and licensed to do business in the State of California and who hold a current policy holders alphabetic and financial size category rating of not less than AVII according to the most recent issue of Best's Insurance Reports.

C. Insurance Required.

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations with limits of no less than Two Million Dollars (\$2,000,000) per occurrence for bodily injury, personal injury and property damage for projects under One Million Dollars (\$1,000,000) and limits of no less than Five Million Dollars (\$5,000,000) per occurrence for bodily injury, personal injury and property damage for projects over One Million Dollars (\$1,000,000). If a general aggregate limit applies, either the aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit.

The Commercial General Liability insurance shall include the following, copies of which shall be provided:

a. Inclusion of the City of Roseville, and its officers, agents, employees, and volunteers, as additional insureds (except for workers’ compensation) as respects services or operations under the Contract. The additional insured endorsement for the general liability policy shall be at least as broad as the ISO CG 2010 10 01 combined with ISO CGL

Endorsement CG 2037 10 01. Any other endorsement must be approved in writing by the City. Endorsements must include coverage for on-going and completed operations, which coverage shall be maintained for four (4) years following completion of the Project. Endorsements shall cover the City of Roseville, its officers, agents, employees, and volunteers.

b. The insurance shall provide coverage for claims by one insured against another insured and the policies shall not contain any cross-suits exclusions, cross-liability exclusions, or insured versus insured exclusions. The policies shall not contain any classification exclusions purporting to deny coverage for any work to be performed by Contractor or any of its Subcontractors.

c. Stipulation that the insurance is primary and noncontributory, as evidenced by a separate endorsement (CG 20 01 04 13 or an equivalent) or section of the policy, and that neither the City nor its insurers will be called upon to contribute to a loss.

d. Such insurance shall specifically cover the contractual liability of the Contractor.

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

f. Waiver of subrogation endorsement.

g. The Contractor shall furnish a certificate for the period covered.

2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and Code 9

(non-owned), with limits of no less than One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.

3. Workers' Compensation: In accordance with the provisions of the California Labor Code, Contractor is required to be insured against liability for Workers' Compensation or to undertake self-insurance. Statutory Workers' Compensation and Employers' Liability of at least One Million Dollars (\$1,000,000) shall cover all Contractors staff while performing any work incidental to the performance of this Agreement.

4. Professional Liability: Professional Liability (Errors and Omission) Insurance appropriate to Contractor's profession, with a limit of liability not less than One Million Dollars (\$1,000,000) per occurrence or claim and Two Million Dollars (\$2,000,000) aggregate to cover all design and engineering services rendered by Contractor pursuant to the Agreement. Coverage must commence from the first day that Contractor or any of its Subcontractors provided any design or engineering services in connection with the Project.

5. Builder's Risk/Course of Construction Insurance (If Required by Risk Management): The Contractor shall be responsible for all loss, damage or destruction whatsoever to the work called for by this Contract until the approval of a Notice of Completion or acceptance of the Work if no Notice of Completion is to be recorded.

The Contractor shall secure "All Risk" type of builder's Risk Insurance of the type covering one hundred percent (100%) of the value of the work performed under this Contract (the value is presumed to be the Contract amount unless otherwise stated in Supplemental Conditions) and all materials, equipment, or other items to be incorporated therein while the same are located at the construction site, a bonded warehouse, or its place of manufacture. At any time, the policy shall cover the value of the work completed. The policy shall cover hazards

including the losses due to fire, explosion, hail, rain, lightning, flood (separate insurance as needed), vandalism, malicious mischief, wind, collapse, aircraft, and smoke.

The policies providing such insurance shall name the City as a loss payee as its respective interests may appear, and certified copies of such policies shall be filed with the City. The maximum deductible allowable under the Builder's All Risk policy shall be five percent (5%) of the Contract amount.

Builder's Risk Insurance is not required for coverage of losses in excess of five percent (5%) of the Contract amount for damages resulting from earthquake in excess of a magnitude of 3.5 on the Richter scale, or tidal waves. Coverage in the amount of five percent (5%) of the Contract amount for such losses is required.

6. Pollution Coverage: Contractor shall procure pollution liability coverage or other insurance covering claims for bodily injury or property damage arising out of the abatement, removal, storage, transportation, or other exposure to hazardous materials or pollutants, in limits not less than Two Million Dollars (\$2,000,000). Contractor shall add the City and all parties required to be indemnified by Contractor as additional insured on all pollution liability policies.

7. Higher Coverage Limits: If Contractor maintains higher coverage limits than the amounts shown above, then the City requires and shall be entitled to coverage for the higher coverage limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

8. Claims Made Coverage: Liability insurance coverage may not be written on a "claims made" or modified occurrence basis. The Certificate of Insurance must clearly provide that the coverage is on an "occurrence" basis.

5-1.24 **OTHER INSURANCE PROVISIONS.**

A. The requirements of the Standard Specifications as to types and limits of insurance coverage to be maintained by the Contractor, and any approval of insurance by the City, are not intended to, and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to the Contract, including, but not limited to, the provisions concerning indemnification, nor preclude the City from taking any other action available to it under any other provision of the Contract or law.

B. The City acknowledges that some insurance requirements contained in these Standard Specifications may be fulfilled by self-insurance on the part of the Contractor. However, this shall not in any way limit liabilities assumed by Contractor under the Contract. Any self-insurance must be approved in writing by the City, in its sole discretion and shall not reduce the limits of liability. Any deductibles or self-insured retentions (“SIR”) must be declared on the certificate of insurance and approved by City in writing. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or City. City reserves the right to obtain a full certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.

C. The Contractor agrees to include in its contracts with all subcontractors the same requirements and provisions of this Contract, including the indemnity and insurance requirements, to the extent they apply to the scope of the subcontractor’s work. Furthermore, the Contractor shall require its subcontractors to agree to be bound to the Contractor and the City in the same manner and to the same extent as the Contractor is bound to the City under this Contract. Additionally, the Contractor shall obligate its subcontractors to comply with these

same provisions with respect to any tertiary subcontractor, regardless of tier. A copy of the City's indemnity and insurance provisions will be furnished to the subcontractor or tertiary subcontractor upon request. Alternatively, the Contractor may insure subcontractor(s) under its own policy.

D. The City, its officers, agents, employees, and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under California Insurance Code Section 11580.04.

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

F. The insurance procured by Contractor shall be subject to the approval of the City, but any acceptance of insurance certificates by the City shall in no way limit or relieve Contractor of its duties and responsibilities under the Agreement.

G. Contractor shall be responsible for all premiums, deductibles, and self-insured retention applicable to the insurance it is required to procure under the Contract. All deductibles or self-insured retentions over five hundred thousand dollars (\$500,000) must be approved by the City, in writing. Contractor shall be responsible for all deductibles, self-insured

retention payments, and/or increased premiums incurred if the City's policies of insurance are forced to cover damages or respond to claims for which Contractor or its Subcontractors were obligated to provide insurance under the Contract.

H. Failure of the City to enforce in a timely manner any of the requirements of these insurance provisions shall not act as a waiver to enforcement of any of these provisions at a later date.

I. Contractor's indemnity obligations shall not be limited by these insurance provisions and shall survive the expiration of the Contract and the insurance provisions of the Contract shall likewise not be limited by the indemnity provisions of the Contract.

J. THE CITY RESERVES THE RIGHT TO WITHHOLD ANY PROGRESS PAYMENTS TO THE CONTRACTOR IN THE EVENT OF NONCOMPLIANCE WITH ANY INSURANCE REQUIREMENTS.

5-1.25 **THIRD PARTY BENEFICIARY.** No provisions in the Contract Documents shall in any way inure to the benefit any third party (including the public at large or any member thereof) so as to constitute such person a third party beneficiary of the Contract, or of any term or condition or other provision of the Contract or otherwise give rise to any cause of action in any person not a party to the Agreement, except as expressly provided elsewhere in the Contract Documents.

5-1.26 **COORDINATION AND ACCESS.** The Contractor acknowledges that the City may award, or has already awarded, other construction contracts for additional work or may perform additional work with its own forces and that such work may affect the Work under this Agreement. Additionally, the Contractor acknowledges that the State and other public and private agencies may be granted a right-of-entry by the City for the purpose of constructing

facilities within and adjacent to the Work Site. It is the obligation of the Contractor to coordinate its Work with the work of others working within or adjacent to the City's property.

During performance of its Work, the Contractor shall not have exclusive access to or use of the work areas. The City may also require that certain facilities and areas be used concurrently by the Contractor and by other contractors working in the area. When two (2) or more contractors are employed on related or adjacent City work, each shall conduct its operations in such a manner as not to cause any unnecessary delay or hindrance to the other. Each contractor shall be responsible to the other for all damage to any work, to persons or property caused to the other by its operations, and for loss caused the other due to any unnecessary delays or failure to finish the work within the time specified for completion.

If any party of the Contractor's Work depends on the work of any other contractor and/or the City for proper execution and/or results, the Contractor shall promptly notify the City of any discrepancies and/or defects in said other work that would render its work unsuitable for proper execution and/or results prior to proceeding with the Contractor's own Work. If it becomes necessary, the City will resolve coordination and access problems.

The Contractor and its representative in charge of the Work shall familiarize themselves with the City's property and Work Site, and adjacent surroundings in the vicinity of said Work, and any private or public operations on adjoining properties.

5-1.27 **OCCUPANCY BY THE DEPARTMENT PRIOR TO**

ACCEPTANCE. The City may at any time notify the Contractor in writing that it intends to take Beneficial Occupancy of any portion of the Work even though the Work may not be substantially complete. Unless the reason for the City's taking Beneficial Occupancy is that the Contractor has not completed the Work (or portions thereof) in accordance with the Contract

Time, the City's Beneficial Occupancy shall relieve the Contractor from its responsibility for maintenance, loss or damage to that portion of the Work for which the City has taken Beneficial Occupancy other than that resulting from the Contractor's act or omission, negligence, willful misconduct or breach of warranty.

Should the Work (or portion thereof) not be completed in accordance with the Construction Schedule within the Contract Time (as adjusted under the terms of the Contract Documents), the City shall have the right, but not the obligation, to take Beneficial Occupancy of the Work. In such event, the Contractor shall not be entitled to any additional compensation on account of said occupancy by the City, nor shall the Contractor be relieved of any of its responsibilities under the Contract Documents, including, without limitation, Contractor's obligation to complete the Work in accordance with the Construction Schedule.

Beneficial Occupancy shall not be deemed an Acceptance by the City either of the Work or of any portion thereof, nor will it relieve the Contractor of full responsibility for correcting defective Work or materials found at any time before the formal written Acceptance of the entire Contract by the Director or during the full warranty period after such Acceptance, as provided in Section 7-1.12, "Warranty," of these General Conditions.

The City's Beneficial Occupancy shall not relieve the Contractor of its responsibility to maintain all insurance and bonds required under the Contract Documents until the entire project is accepted by the City.

5-1.28 **RIGHT TO OPERATE UNSATISFACTORY FACILITIES AND EQUIPMENT.** If, after Installation, the operation or use of the facilities or equipment to be furnished under this Contract proves to be unsatisfactory to the Director, the City shall have the right to operate and use such facilities or equipment until they can, without damage to the City,

be taken out of service for correction or replacement. Such period of use of the defective facilities or equipment, pending correction or replacement, shall in no way decrease the warranty period required for the acceptable corrected or replaced facilities or equipment.

5-1.29 **CONTRACTOR'S RESPONSIBILITY FOR THE WORK.** Except as otherwise provided herein, the Contractor shall have the charge and care of the Work and shall bear the risk of injury or damage to any part of the Work by the action of the elements or from any other cause whether arising from the execution or from the nonexecution of the Work until the Acceptance of the Contract by the Director. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the Work occasioned by any cause before its completion and Acceptance, and shall bear the expense thereof. In case of suspension of Work from any cause whatever, the Contractor shall be responsible for the Work and it shall also be responsible for all materials, and shall properly store them if necessary, and shall provide suitable drainage and erect temporary structures where necessary.

The Contractor will be relieved of responsibility for any injury or damage to the Work caused by the following:

- A. An earthquake in excess of a magnitude of 3.5 on the Richter Scale or a tidal wave, when the effect of such has been proclaimed a disaster or state of emergency by the Governor of the State of California or by the President of the United States, or was of such magnitude at the site of the Work as to have been sufficient to have caused a proclamation of disaster or state of emergency, had it occurred in a populated area.
- B. Occupancy and use by the Department or the public prior to the completion of the entire project.
- C. Acts of the Federal Government or the public enemy.

5-1.30 **RESPONSIBILITY FOR UTILITIES.** The Contractor shall be responsible at its own cost for any and all Work, expense or special precautions caused or required by the existence or proximity of utilities encountered in performing the Work, including without limitation, repair of any or all damage and all hand or exploratory excavation required. The Contractor is cautioned that such utilities may include communication cables or electrical cables which may be high voltage, and when working or excavating in the vicinity of such cables, or the ducts enclosing such cables, the Contractor shall undertake at its own cost any special precautions required. Suitable warning signs, barricades, and safety devices shall be erected as necessary or required.

However, if during the course of the Work the Contractor encounters utility Installations which are not shown or indicated in the Contract Documents or which are found in a location substantially different from that shown, and such utilities are not reasonably apparent from visual examination, then the Contractor shall promptly notify the Director in writing. Where necessary for the Work of the Contract, the Director shall issue a written order to the Contractor to make such adjustments, rearrangement, repair, removal, alteration, or special handling of such utility, including repair of the damaged utility. The Contractor shall perform the Work described in such written order, and compensation therefor will be made in accordance with Section 3 of these General Conditions relating to changes in the Work. Except for the items of cost specified in said Section 3, the Contractor shall receive no compensation for any other cost, damage, delay, interference, or hindrance to him or her due to the presence of such utility. If the Contractor fails to give the notice specified above and thereafter acts without instructions for the Director, then the Contractor shall be liable for any or subsequent to discovery thereof, and the Contractor shall repair and make good such damage at its own cost.

The precise location of underground facilities can only be determined by careful probing or hand digging in compliance with Article 6 of the Cal/OSHA Construction Safety Orders which states in part:

“Prior to opening an excavation, effort shall be made to determine whether underground installations, i.e., sewer, water, fuel, electric lines, etc., will be encountered, and if so, where such underground installations are located. When the excavation approaches the approximate location of such an installation, the exact location shall be determined by careful probing or hand digging, and, when it is uncovered, adequate protection shall be provided for the existing installation.”

The location of known existing utilities and pipelines are shown on the Contract Drawings in their approximate locations. Some of the locations include multiple conduits. The Contractor shall exercise care in avoiding damage to those facilities which are to remain in service subsequent to the construction of the particular new facility involved and the Contractor will be held responsible for any repairs if damaged. The Contractor shall also exercise care in maintaining those pipes and facilities required for continuing operation of the existing facilities until such time as they can be abandoned. There is no guarantee that all utilities or obstructions are shown on the Contract Drawings or that the locations indicated are accurate.

The Contractor shall exercise extreme caution in working in the area adjacent to the existing pipelines and utility services. It is essential that all the existing facilities be maintained in service. Construction of the connections between the existing facilities and the new facilities shall be at times and during periods acceptable to the City. The Contractor shall advise the Director in writing of its proposed Construction Schedule for these connections at least forty-eight (48) hours in advance.

The Contractor shall uncover all piping and conduits, to a point one foot (1') below the pipe, where crossings, interferences, or connections are shown on the Contract Drawings, prior to trenching or excavating for any pipe or structures, to determine actual elevations. New pipelines shall be laid to such grade as to clear all existing facilities which are to remain in service. If the Contractor does not expose all required utilities, it shall not be entitled to additional compensation for Work necessary to avoid interferences nor for repair to damaged utilities. Excavations around underground electrical ducts and conduits shall be performed using extreme caution to prevent injury or damage to workers and to the electrical ducts or conduits.

5-1.31 **PROPERTY RIGHTS IN MATERIALS.** Nothing in the Contract shall be construed as vesting in the Contractor any right of property in the materials used after they have been attached or affixed to the Work or soil or after partial payment has been made as provided in Section 7-1.07, "Progress Payments," of these General Conditions for material delivered on the ground or stored subject to or under the control of the City and unused. All such material shall become the property of the City upon being so attached or affixed or upon payment for materials delivered on the ground or stored subject to or under the control of the City and unused, as provided in said Section 7-1.07.

5-1.32 **COURT ORDERED DELAY.** If, pursuant to court order, the Department temporarily suspends performance of all or any portion of the Work, an extension of time determined pursuant to the provisions in Section 6-1.08, "Liquidated Damages," of these General Conditions will be granted.

5-1.33 **NO PERSONAL LIABILITY.** Neither the Director, nor any other officer or authorized employee of the City, shall be personally responsible for any liability arising under or by virtue of the Contract.

5-1.34 **RIGHTS IN LAND AND IMPROVEMENTS.** The Contractor shall make no arrangements with any person or entity to permit occupancy or use of any land, structure or building within the limits of the Work, for any purpose whatsoever, either with or without compensation, in conflict with any agreement between the City and any third party owner, former owner, or tenant of such land, structure or buildings. The Contractor shall not occupy City-owned property outside the limit of the Work shown on the Contract Drawings unless it obtains prior approval.

5-1.35 **ANTITRUST CLAIMS.** The Contractor's attention is directed to the following provision of Public Contract Code Section 7103.5(b), which is applicable to the Contractor and its Subcontractors:

“ In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgement by the parties.”

5-1.36 **RIGHTS TO DRAWINGS, TECHNICAL DATA PATENTS.** Shop

Drawings and Working Drawings submitted to the City by the Contractor, Subcontractor or any lower tier Subcontractor pursuant to the Agreement, are the property of the City and the City may use, and disclose in any manner and for any purpose, Shop Drawings and Working Drawings delivered under the Contract.

Technical Data including manuals or instructional materials, computer or microprocessor software which are delivered or submitted to the City by the Contractor, Subcontractor, or any lower tier Subcontract pursuant to the Contract are the property of the City, and the City may use or disclose same in any manner and for any purpose.

The Contractor shall assume all costs arising from the use of patented materials, equipment, devices, or processes used on or incorporated in the Work, and shall defend, indemnify and save and hold harmless the City, and its duly authorized representatives, from all suits at law, or in equity, and actions of every nature for, or on account of the use of any patented materials, equipment, devices or processes. In case some materials, equipment, devices or processes are held to constitute an infringement and their use enjoined, the Contractor, at its expense, shall:

1. Secure for the City the right to continue using said materials, equipment, devices or processes by suspension of the injunction or by procuring a license or licenses; or
2. Replace such materials, equipment, devices, processes; or
3. Modify them so that they become non-infringing or remove the enjoined materials, equipment, devices or processes and refund the sums paid therefor without prejudice to any other rights of the City.

5-1.37 **PAYMENT OF TAXES.** Contractor shall pay all taxes and duties applicable to and assessable against any Work, equipment, materials, services, processes, and

operations incidental to or involved in the Agreement, including but not limited to, retail sales and use, transportation, export, import, business, and special taxes. The Contractor is responsible for ascertaining and acquainting itself with such taxes and making all necessary arrangements to pay them. The Contractor will maintain records that are auditable records, and these records shall be subject to the City's review to verify that Contractor's tax payments are current at all times.

The Contract Price paid for the Work shall include full compensation for all taxes which the Contractor is required to pay, whether imposed by Federal, State or local government, including, without being limited to, Federal excise tax. No tax exemption certificate nor any document designed to exempt the Contractor from payment of any tax will be furnished to the Contractor by the Department, as to any tax on labor, services, materials, transportation, or any other items furnished pursuant to the Contract.

The Contractor shall withhold and pay any and all sales and use taxes, withholding taxes, whether Federal, State, or local, Social Security taxes, State Unemployment Insurance charges and all other taxes which are now or hereafter may be required to be paid or withheld under any laws.

5-1.38 **GRATUITIES AND CONFLICT OF INTEREST.** The Contractor shall not offer or provide gratuities in the form of gifts, entertainment, loans, meals, rewards, and/or services to representatives of the City, including but not limited to, officers, employees, agents, Engineering Service Consultants, Consulting Engineers and Architects, Inspectors and/or Testing Agencies retained by the City. If it is found that the Contractor has violated this provision, the Contract may be subject to termination for default as defined elsewhere in these General Conditions.

During the term of the Contract and until the final payment has been made to the Contractor, the Contractor shall not employ or compensate in any manner whatsoever, the City's officers, employees and authorized representatives, agents, and any Engineering Service Consultants, Consulting Engineers and Architects, Inspectors, and/or Testing Agencies retained by the City. Any exception to the employment or compensation to any of the above named parties must be made in writing by the City. If the Contractor offers or provides employment or compensation to those named above during the term of the Contract, the Contract may be subject to termination for default.

5-1.39 **COOPERATION.** Should construction be under way by City forces or other forces or by other Contractors within or adjacent to the limits of the Work or should Work of any other nature be under way by such forces within or adjacent to said limits, the Contractor shall cooperate with all such forces to the end that any delay, interference or hindrance to their Work will be avoided. The right is reserved to perform other or additional Work at or near the site at any time, by the use of such forces.

5-1.40 **DIGGING TRENCHES OR OTHER EXCAVATIONS.** In the event any work involves digging trenches or other excavations that extend deeper than four feet (4') below the surface, City and Contractor shall comply with the following:

A. The Contractor shall promptly, and before the following conditions are disturbed, notify City in writing of any:

1. Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

2. Subsurface or latent physical conditions at the site differing from those made available to Contractor for inspection as provided in the project proposal.

3. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract.

B. The City shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the Work shall issue a Change Order under the procedures described in the Contract.

C. In the event that a dispute arises between the City and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the Work, the Contractor shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all work to be performed under the Contract. The Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties. However, no claim of the Contractor under this clause shall be allowed unless the Contractor has given the notice required by this Section. No claim by the Contractor for an equitable adjustment hereunder shall be allowed if asserted after final payment under this Contract.

5-1.41 **CONTRACTOR REGISTRATION.** No contractor or subcontractor may work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. During the performance of this Contract, the Contractor and its subcontractors shall have a continuing legal obligation to maintain current

registration with the Department of Industrial Relations. The Contractor is hereby notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

5-1.42 **CITY OF ROSEVILLE ENCROACHMENT PERMITS AND RIGHTS-OF-WAY.** The Contractor need not obtain a separate encroachment permit from the City prior to construction within street rights-of-way or other City rights-of-way. Execution of the Contract by the City shall be deemed an encroachment permit for work required by the Contract within rights-of-way. All work shall conform to the rules and regulations of encroachment permits and shall be subject to the inspection and approval of the Director and City Engineer.

To the extent indicated in the Contract Drawings, the City will provide the rights-of-way over private lands or the site to enable the Contractor to perform its work. The Contractor shall be solely responsible for securing any additional rights-of-way desired by the Contractor. The City will not be a party to nor assume any liability for any separate agreements reached between the Contractor and any third parties with respect to these additional rights-of-way. The Contractor shall procure evidence that agreements are in place with said third parties before the Contractor uses those areas covered by the agreements. Any damage to such private lands caused by the Contractor's operations shall be the sole responsibility of the Contractor.

SECTION 6

PROSECUTION AND PROGRESS

6-1.01 **SUBLETTING AND SUBCONTRACTING.** The Contractor shall be

responsible for all Work performed under the Contract. The Contractor shall give its personal attention to the fulfillment of the Contract and shall keep the Work under its control. Nothing in the Contract Documents shall create any contractual relationship between the City and any Subcontractor. The Contractor is fully responsible to the City for the acts and omissions of its Subcontractors of any tier. When any Subcontractor fails to prosecute a portion of the Work in a manner satisfactory to the Director, that Subcontractor shall not again be employed on the Work. Although the sections of the Contract may be arranged according to various trades, or general grouping of the Work, the Contractor is not obligated to sublet the Work in such manner. The Director will not arbitrate disputes among Subcontractors or between Contractor and one or more Subcontractors concerning responsibility for performing any part of the Work.

The on-site production of materials produced by other than the Contractor's own forces shall be considered as subcontracted. The erection, establishment or reopening of on-site plants for production of materials and the operation thereof in the production of materials for use on the Work shall conform to the requirements relating to labor set forth in the Contract Documents.

The Contractor shall also be responsible for coordinating the Work performed by Subcontractors and Suppliers.

The Contractor shall not substitute any person as Subcontractor in place of a Subcontractor listed on its bid proposal without the written approval of the Director. Substitutions must be in accordance with the provisions of the "Subletting and Subcontracting Fair Practices Act" beginning with Public Contract Code Section 4100. Violations of this Act by the Contractor may subject it to penalties which may include cancellation of Contract, Assessment of ten percent (10%) of the Subcontractor's bid, and disciplinary action by the Contractors State License Board.

The Contractor shall pay any Subcontractors approved by the City for work that has been satisfactorily performed no later than seven (7) Days from the date of Contractor's receipt of progress payments by the City. Within seven (7) Days after receipt from the City of funds attributable to work performed by a Subcontractor, Contractor shall release any retainage payments withheld to the Subcontractor. In the event Contractor does not make progress payments or release retention to Subcontractors in accordance with the time period specified herein, Contractor may be subject to prompt payment penalties per statute.

6-1.02 **ASSIGNMENT.** The performance of this Contract may not be assigned, except upon the written consent of the City Council of the City of Roseville. Consent will not be given to any proposed assignment which would relieve the original Contractor or its surety of their responsibilities under the Contract nor will the City consent to any assignment of a part of the Work under the Contract.

The Contractor may assign moneys due or to become due to it under the Contract and such assignment will be recognized by the City, if given proper notice thereof, to the extent permitted by law, but any assignment of moneys shall be subject to all proper set-offs in favor of the City and to all deductions provided for in the Contract and particularly all money withheld, whether assigned or not, shall be subject to being used by the City for the completion of the Work in the event that the Contractor should be in default therein.

6-1.03 **BEGINNING OF WORK.** After the execution of the Contract by both parties, the City will issue the Notice to Proceed upon its determination that it is appropriate for the Contract Time to commence.

The Contractor shall begin Work within fifteen (15) Days after receiving the Notice to Proceed from the Director, subject to the requirements stated elsewhere in the Contract

Documents regarding, among other things, the submittal of Baseline Schedule, and shall diligently prosecute the same to completion within the time limit provided in the Supplemental Conditions. Contractor shall also achieve any and all Contract milestones as described elsewhere in the Contract Documents.

The Contractor shall notify the Director, in writing, of its intent to begin Work at least seventy-two (72) hours before Work is begun. The notice shall be delivered to the Director and shall specify the date the Contractor intends to start. If the project has more than one (1) location of Work, a separate notice shall be given for each location.

The Contractor is not authorized to perform any Work until it has received a Notice to Proceed from the City. Should the Contractor begin Work in advance of receiving notice that the Contract has been approved as above provided, any Work performed by it in advance of the said date of approval shall be considered as having been done by the Contractor at its own risk and as a volunteer unless said Contract is so approved thereafter.

6-1.04 **PROGRESS SCHEDULE.**

A. **Preliminary Progress Schedule.** The Contractor shall submit to the Director, within twenty (20) Days after date of the Notice to Proceed, a Preliminary Progress Schedule covering the Contractor's activities over the first three (3) months of operation in detail and the remainder of the project in summary. The Preliminary Progress Schedule shall schedule the project within the Contract Time for completion of the Work, and shall be subject to favorable review by the Director.

B. **CPM Schedule.** The Contractor shall submit an acceptable Critical Path Method (CPM) Schedule to the Director within thirty (30) Days after the receipt of the Notice to Proceed. Subsequent revisions to said schedule shall be submitted as set forth hereinafter. The

requirement for the CPM schedule is included to allow for adequate planning and execution of the Work, to determine the critical nature of delays, and to assist the Director in appraising the reasonableness of the proposed schedule and evaluating progress of the Work. The CPM schedule submitted under this Section shall utilize a CPM format, either the precedence or arrow diagramming method. The definitions of CPM terms and functions shall be as provided in the Associated General Contractors of America book *CPM in Construction, A Manual for General Contractors*, or a favorably reviewed alternative publication or reference. No progress payment will be made prior to submission and acceptance of the CPM Schedule.

1. The CPM schedule system shall consist of diagrams and accompanying mathematical analyses. The diagrams shall show elements of the project in detail and an entire project summary. Diagrams shall show the order and interdependence of activities and sequence in which the Work is to be accomplished as planned by the Contractor. The basic concept of a network analysis diagram shall be followed to show how the start of a given activity is dependent on the completion of preceding activities and its completion restricts the start of following activities. Detailed network activities shall include, in addition to construction activities, the submittal and favorable review of samples of material and Shop Drawings, the procurement of critical materials and equipment, fabrication of special material and equipment, and their Installation and testing. All activities of the City and the Director that affect progress and required Contract dates for completion of all or parts of the Work shall be shown. The selection and number of activities shall be subject to favorable review by the Director. Summary networks shall be time scaled. Durations shall be in Days and shall not exceed fifteen (15) Days, except for submittal and delivery items. Where the duration of continuous Work exceeds fifteen (15) Days, Work items in the Construction Schedule shall be subdivided by location,

approximate stationing or other sub-element of the Work.

The graphic network diagram shall include for each activity, the description, activity number, the estimated duration in Days, and all activity relationship lines. The network diagram shall be drawn for the early start of activities. All significant Submittals shall be scheduled along with manual Submittals and training on all large or critical pieces of equipment. If the precedence technique is utilized, the schedule project shall include a calendar in Work Days, a network report sorted by early start and a logic table report sorted by preceding Work item. If the arrow technique is utilized, the schedule report shall include a calendar in Work Days, a network report sorted by early start, a network report sorted by I-J numbers, and a network sorted by slack time and I-J numbers.

2. The critical path shall be shown on all reports and on the graphic network diagram. The activities which constitute the critical path shall be identified.

3. The mathematical analysis of the network diagram shall include a tabulation of each activity. The following information shall be furnished as a minimum for each activity:

- (a) preceding and following event numbers
- (b) activity description and number
- (c) estimated duration of activities
- (d) earliest start date (by calendar date)
- (e) earliest finish date (by calendar date)
- (f) actual start date (by calendar date)
- (g) actual finish date (by calendar date)
- (h) latest start date (by calendar date)

- (i) latest finish date (by calendar date)
- (j) slack or float
- (k) percentage of activity completed

4. The program shall be capable of accepting revised completion dates as modified by approved time adjustments and recomputations of all tabulation dates and float accordingly.

5. Submission and review of the system shall be as follows:

(a) The complete network analysis system, consisting of the detailed network mathematical analysis and network diagrams, shall be submitted within thirty (30) Days after receipt of the Notice to Proceed.

(b) The Contractor shall participate in a review and evaluation of the proposed network diagrams and analysis by the Director. Any revisions necessary as a result of this review shall be resubmitted for review by the Director within ten (10) Days. When completed, the favorably reviewed schedule shall then be the schedule to be used by the Contractor for planning, organizing and directing the Work and for reporting progress. If the Contractor thereafter desires to make significant changes in its method of operating and scheduling, the Contractor shall notify the Director in writing stating the reasons for the change.

(c) The Contractor shall submit at monthly intervals a report of the actual construction progress. Each monthly report shall cover a period of approximately thirty (30) Days ending around the 20th of each month. The monthly reports shall be submitted within ten (10) Days of the end of the reporting period.

(1) If the project is proceeding on schedule, the monthly update report may consist of a marked-up copy of the graphical network diagram. This

submittal shall clearly indicate the status of any minor shifts in sequence or schedule and the estimated completion date or percent complete of all activities currently in progress. The Contract completion date shall also be indicated. The Contractor shall submit a narrative report relating to status of construction, the schedule, and factors which may affect the remainder of the schedule. The report shall show the activities or portions of activities completed during the reporting period. The report shall state the percentage of the Work actually completed and scheduled as of the report date and the progress along the critical path in terms of Days ahead or behind the allowable dates.

(2) If, in the opinion of the Director, the project is behind schedule, the monthly report shall include a revised network diagram and/or mathematical analysis showing the Contractor's proposed revised schedule. An analysis of the effect that the delay has on progress along other paths shall also be included in the report. The Contractor shall also submit a narrative report with each updated analysis which shall include but not to be limited to a description of current and anticipated problem areas, delaying factors and their impact, and an explanation of corrective actions taken or proposed.

(3) Periodic report shall be submitted in sufficient copies to cover Contractor needs plus five (5) copies and an available electronic copy to be retained by the Director.

6. To the extent that the favorably reviewed initial Construction Schedule, or revisions thereto, indicate anything not jointly agreed upon, it shall be deemed to be not favorably reviewed by the Director. Any omission of Work from the detailed schedule, otherwise required for Contract compliance, will not excuse the Contractor from completing

such Work within any applicable completion date. The CPM schedule shall be generated by computer methods.

C. Schedule Review. Once each month, on a date mutually agreed upon, but no later than seven (7) business days after the monthly schedule progress report date, a Work Site meeting will be held to review the Construction Schedule and job progress. The Contractor shall also attend weekly meetings scheduled by the Director to review the progress of the Work in the preceding week and in the subsequent week, coordinate the Work with public agencies or other Contractors as required, and allow the Director to plan his or her activities for testing, inspection, etc.

D. Schedule Revisions. The conditions under which the Director will require revisions of the Construction Schedule include the following:

1. When delay in completion of any Work item or sequence of Work items results in an estimated extension of project completion by either twenty (20) business days or by ten percent (10%) of the remaining duration of time to complete the Contract, whichever is less.

2. When delays in Submittals or deliveries make replanning or rescheduling of the Work necessary.

3. When the schedule does not represent actual prosecution and progress of the Work.

4. When any change to the sequence of activities, the completion date for major portions of the Work, or when changes occur which affect the critical path.

5. When Contract Amendments or a Change Order necessitates schedule revision, the Contractor shall submit a schedule analysis of all Change Order Work

with its proposal.

E. Cash Flow Projection. A cash flow projection shall be submitted with the Construction Schedule. This cash flow projection shall be revised and resubmitted when revisions of the Construction Schedule will result in changes to the projected cash flow.

F. Schedules showing project completion dates earlier than specified in the Supplemental Conditions will be rejected unless justification can be provided for early completion.

6-1.05 **SCHEDULE OF VALUES.** Prior to preparation of the first estimate for a progress payment, the Contractor shall submit for favorable review by the Director a detailed Schedule of Values or cost breakdown of the Work under each bid item awarded. The breakdown will then become the basis for partial payment determination. Elements of Work shall be grouped by structure, pipeline, system, etc. Within each grouping, Work should be itemized by readily measurable quantities of Work complete in place. For example, concrete should be in units of cubic yards including form Work and reinforcing steel. Move-on costs, bond and insurance costs, and Overhead costs shall not be considered an item of cost for this purpose but shall be prorated over items of Work. In the event the Schedule of Values is not favorable reviewed by the Director, another Schedule of Values shall be submitted that is mutually acceptable to the Contractor and the Director.

6-1.06 **CITY'S RIGHT TO STOP WORK.** The Director shall have the authority to order the Contractor, in writing, to suspend the Work wholly or in part, for such period as the Director may deem necessary due to the failure on the part of the Contractor to correct Work that is not in accordance with the requirements of the Contract Documents or if Contractor persistently fails to carry out Work in accordance with the Contract Documents.

The Contractor shall immediately comply with the written order of the Director to suspend the Work wholly or in part. The suspended Work shall be resumed when conditions are favorable and methods are corrected, as ordered or approved in writing by the Director.

Any stoppage of work under this section shall be at the Contractor's sole expense, and the Contractor shall have no claim against the City based on the Contractor's failure to perform the Work in accordance with the Contract Documents.

In addition to the City's right to stop Work, the City may order the Contractor to submit to the City at no additional cost to the City, additional information concerning Contractor's planned Work if the Contractor fails to promptly correct Work that is not in accordance with the requirements of the Contract Documents or persistently fails to carry out Work in accordance with the Contract Documents. The additional information ordered by the City may include, but is not limited to, preparation of Submittals or Working Drawings not otherwise required to be submitted under the Contract Documents.

In the event the City discovers that the Contractor has created an unsafe condition the City may arrange for other work forces to remedy the condition. Such remedial work shall be at the sole discretion of the City. If this action is required, the City may unilaterally terminate Work under the Contract, and will pay only for the quantities of Work actually performed, less the cost of the City's remedial Work. In the event that Work is not halted, the Contractor must take immediate steps to correct the situation. There will be no extra payment for Work required to correct unsafe conditions.

The right of the City to suspend the Work shall not give rise to a duty on the part of the City to exercise this right for the benefit of the Contractor or any other person or entity. This right shall be in addition to and not in restriction or derogation of the City's other rights under

the Contract Documents.

In the event of a suspension of Work under any of the conditions set forth in this Section 6-1.06, such suspension of Work shall not relieve the Contractor of its legal responsibilities as set forth in these General Conditions.

6-1.07 **TIME OF COMPLETION.** The Contractor shall complete the entire Work, including Installation, repairs, startup, troubleshooting, painting, and touchup, training, submittal or record drawings, and manuals, cleanup, demobilization, and all other Work within the number of Days set forth in the Supplemental Conditions. The time for completion includes an allowance for working time lost due to normal inclement weather.

Extensions of time may be allowed for unusual inclement weather under the provisions hereinafter described. Unusual inclement weather is weather which adversely affects “controlling” operations or the critical path of construction and which meets one of the following criteria:

A. For the particular calendar month in question, the number of individual Days with rainfall exceeding 0.10 inches exceeds the average number of such Days for that month over the immediately preceding five (5) years of record by at least three (3) Days.

B. For the particular calendar month in question, the total cumulative rainfall for that month exceeds the average cumulative rainfall for that month over the immediately preceding five (5) years of record by at least two inches (2”).

Rainfall shall be measured at a publicly operated, maintained, and reported station in reasonable proximity to the construction site. A claim for delay shall indicate the period of rainfall which is claimed as “unusual,” the specific dates during which the unusual rainfall and subsequent wet soil conditions prevented Work, and the specific critical path tasks adversely

affected by such unusual weather. A claim for delay due to unusual inclement weather shall be filed within ten (10) Days of the apparent end of the unusual inclement rainfall period, whether or not the monthly totals are available at that time. The burden of proof that weather meets the criteria for unusual weather shall be solely the responsibility of the Contractor.

It is the responsibility of the Contractor to order materials required for the Work properly and promptly on a Notice to Proceed. If evidence presented demonstrates that, in spite of the Contractor's efforts, government-established priorities controls delay material deliveries, suitable extension of time will be made.

If performance of extra Work ordered by the City or failure of the City to provide the necessary site for Installation affects construction tasks which are “controlling” or which are on the “critical path” of the Construction Schedule, suitable extensions of time will be made.

The Contractor shall not be entitled to a time extension for delays in activities on non-critical paths of the favorably reviewed schedule unless the duration of the excusable delay exceeds the total float of the activities being delayed. If the duration of an excusable delay does exceed the total float of the activities affected by the delay, the Contractor shall be entitled to an extension equal to the difference.

C. Determination that a day is a non-working day by reason of inclement weather or conditions resulting immediately therefrom, shall be made by the Director.

6-1.08 **LIQUIDATED DAMAGES.** It is agreed by the parties to the Contract that in case all the Work called for under the Contract in all parts and requirements is not completed within the number of Days as set forth in the Supplemental Conditions, damage will be sustained by the City and that it is and will be impracticable and extremely difficult to ascertain and determine the actual damage which the City will sustain in the event of and by

reason of such delay; and it is therefore agreed that the Contractor will pay to the City, the monetary amount indicated in the Supplemental Conditions in dollars (U.S.) per day for each and every calendar day of delay in completing the Work in excess of the number of Days prescribed and the number of additional calendar days, if any, authorized by Contract Change Order; and the Contractor agrees to pay said Liquidated Damages herein provided for, and further agrees that the City may deduct the amount thereof from any moneys due or that may become due the Contractor under the Contract.

It is further agreed that in case the Work is not finished and completed in all parts and requirements within the number of Days specified, the City shall have the right to increase the number of Days or not, as it may deem best to serve the interest of the City, and if it decides to increase the said number of Days, it shall further have the right to charge to the Contractor, its heirs, assigns or sureties and to deduct from the final payment for the Work all of any part, as it may deem proper, of the actual cost of engineering, inspection, superintendence, and other Overhead expenses which are directly chargeable to the Contract, and which accrue during the period of such extension, except that cost of preparation of final statement shall not be included in such charges.

6-1.09 **DELAYS AND EXTENSIONS TO THE WORK.** The Contractor must complete all Work within the time specified in the Agreement. The Contractor will be granted an extension of time and will not be assessed with liquidated damages or the cost of engineering and inspection for any delay in substantially completing the Work (or parts thereof) beyond the time set forth in the Agreement, provided that such delay was caused by unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include acts of public enemy, fire, floods, abnormal weather (as described below),

earthquakes, epidemics, quarantine restrictions, strikes, labor disputes and freight embargoes, fire, changes made pursuant to the provisions of “Changes in the Work” under Section 3 of these General Conditions or acts or neglect of the City not contemplated by the Contract Documents.

In all cases, any extension of time is conditioned on the following:

1. That the cause is not due to the fault or negligence of the Contractor, and the Contractor has taken reasonable precautions to prevent and minimize the effects thereof; and
2. That the Contractor notifies the Director in writing within three (3) Days from the beginning of such delay specifying the nature of the delay and the measures that have been or will be taken to prevent or minimize the delay. Failure to submit written notice within this time period shall constitute an absolute waiver of any claim for a time extension.

No extension of time will be granted for a delay caused by a shortage of materials, unless the Contractor furnishes to the City documentary proof that it has diligently made every effort to obtain such materials from all known sources within reasonable reach of the work and further proof, as acceptable to the Director, that the inability to obtain such materials when originally planned did in fact cause a delay in Final Completion of the entire Work which could not be compensated for by revising the sequence of the Contractor’s operations. Only the physical shortage of material will be considered as a cause for extension of time, and no consideration will be given to any claim that material could not be obtained at a reasonable, practical or economical cost or price, unless it is shown to the satisfaction of the City that such material could have been obtained only at exorbitant prices entirely out of line with current rates, taking into account the quantities involved and the usual practices in obtaining such quantities.

No extension of time will be granted for a delay caused by Contractor's staff turnovers, understaffing or insufficient quantity of qualified staff able to perform the necessary work.

The term "shortage of materials," as used in this section, shall apply only to materials, articles, parts or equipment which are standard items and shall not apply to materials, parts, articles or equipment which are processed, made, constructed, fabricated or manufactured to meet the specific requirements of the Contract Documents.

No extensions of time will be granted for delays that have no measureable impact on the completion of the Work (or parts thereof) under the Contract Documents. When extensions of time are granted, they will be limited to the period equivalent to the actual number of Days lost on the critical path or controlling operations of the Construction Schedule, taking into account the extent to which that delay could be decreased by reasonable mitigation measures by the Contractor. All requests for extensions of time must be supported with a critical path analysis showing the critical path and impacts to it. Contractor's failure to submit this analysis will be sufficient cause for denial of any request for a time extension.

Within a reasonable period of time after the Contractor submits the notice and information required by this section, the City will determine whether an extension of time is justified and, if so, the number of days for the extension.

Abnormal weather may be a valid basis for a time extension under the Agreement. "Abnormal Weather" occurs when the number of days of rain above 0.5 inches in a 24 hour period exceeds the average for such rainfall in a particular month as determined by the National Weather Service. The Contractor will only be entitled to, at most, a time extension for the number of days of rain exceeding the average for that month in the locale where the Work is to be performed. If delays are caused by the Contractor or those for whom the Contractor is

responsible, the Contractor will only be entitled to, at most, a time extension for the number of rain days exceeding the average for the month when the Work should have been performed.

In addition, before a time extension may be granted for abnormal weather, the Contractor must establish that the rain either significantly impacted at least sixty percent (60%) of the planned work of the controlling operations for a particular day or prohibited at least five (5) hours of work on the controlling operations planned for that day. Contractor shall employ reasonably methods to mitigate the impact of abnormal weather (i.e., dewatering, protection of site, etc.) The occurrence of rain during non-work hours or having minimal impact to work on the controlling operation shall not constitute a day of abnormal weather.

In the event that the project experiences favorable weather for a particular month (e.g., the number of actual rain days in a month less than that indicated above for allowable rain days per months), the additional float resulting from such favorable weather shall accrue to the project.

Any Contractor claim for damages or additional compensation based on delay shall be limited to only those circumstances where the Contractor has fulfilled each of the following three (3) requirements:

1. Contractor has established its entitlement to a time extension pursuant to the provisions described above regarding delay and extensions to the Work.
2. The delay was caused solely by the City's issuance of changes made pursuant to the provisions of "Changes in the Work" under Section 3 of these General Conditions or by acts or neglect of the City.
3. The delay was unreasonable under the circumstances and not within the contemplation of the parties.

It is expressly understood and agreed that delays caused by the City will be non-compensable when there are concurrent delays caused by the Contractor. Also, the Contractor shall have no entitlement to additional compensation for any delay where there have been concurrent delays caused by non-compensable delays, including, but not limited to, fire, floods, earthquakes, epidemics, quarantine restrictions, strikes, labor disputes, and freight embargoes.

Contractor's damages and/or additional compensation for delays will consist solely of the extended costs of maintaining the Contractor's Work Site presence. The Contractor will not be entitled to any extended home office overhead.

Compensation for idle time of equipment will be determined in the same manner as determinations are made for equipment used in the performance of extra work paid for on a Force Account basis with the following exceptions:

1. The time for which compensation will be paid will be the actual normal working hours during which such delay conditions exists, but in no case will exceed eight (8) hours in any one day.
2. The days for which compensation will be paid will be each calendar day of the work week (defined elsewhere in the Contract Documents) and Legal Holidays, during the existence of such delay, except that when rental of the equipment is paid for under the provisions in Section 3-1.06C, "Force Account Payment – Equipment," of these General Conditions, no payment will be made for delays in accordance with the provisions of this section.

Actual loss shall be understood to include no items of expense other than idle time of personnel, cost of extra moving of equipment, and cost of longer hauls. Compensation for idle time of equipment will be determined as provided in this section and compensation for idle time

of personnel will be determined pursuant to Section 3-1.06A, “Force Account Payment – Labor,” of these General Conditions. No markup will be added in either case for Overhead and profit. The cost of extra moving of equipment and the cost of longer hauls will be paid for as extra work as provided pursuant to “Changes to the Work” elsewhere in the Contract Documents.

6-1.10 **TERMINATION.**

6-1.10A **TERMINATION OF AGREEMENT – CONVENIENCE OF**

CITY. The Department reserves the right to terminate the Contract at any time and for any reason if the Director determines that to do so would be in the best interest of the City. Any termination which is not based on the circumstances set forth in Section 6.1-10B below shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of Work under the Contract is terminated, and the date upon which such termination becomes effective.

Upon the Contractor’s receipt of a written Notice of Termination for convenience, the Contractor shall cease Work as to those portions of the project so terminated and shall undertake the steps outlined in Section 6-1.10B below.

1. Acceptance of the Contract as hereinafter specified shall not relieve the Contractor of responsibility for damage to materials except as follows:
 - a. The Contractor's responsibility for damage to materials for which partial payment has been made as provided in Section 7-1.07, “Progress Payments,” of these General Conditions and for materials furnished by the City for use in the Work and unused shall terminate when the Director certifies that such materials have been stored in the manner and at the locations he or she has directed.

- b. The Contractor's responsibility for damage to materials purchased by the City subsequent to the issuance of the notice that the Contract is to be terminated shall terminate when title and delivery of such materials has been taken by the City.
- c. When the Director determines that the Contractor has completed the Work under the Contract directed to be completed prior to termination and such other Work as may have been ordered to secure the project for termination, the Contractor will recommend that the City formally accept the Work, and immediately upon and after such Acceptance by the City, the Contractor will not be required to perform any further Work thereon and shall be relieved of its contractual responsibilities for injury to persons or damage to property which occurs after the formal Acceptance of the project by the City.

2. The total compensation to be paid to the Contractor shall be determined by the Director on the basis of the following:

- a. The reasonable cost to the Contractor, without profit, for all Work performed under the Contract, including mobilization, demobilization and Work done to secure the project for termination. Reasonable cost will include a reasonable allowance for project Overhead and general administrative Overhead not to exceed a total of seven percent (7%) of Direct Costs of such Work.
- b. A reasonable allowance for profit on the cost of the Work performed as determined under subsection (a), provided the Contractor establishes to the

satisfaction of the Director that it is reasonably probable that it would have made a profit had the Contract be completed and provided further, that the profit allowed shall in no event exceed four percent (4%) of said cost.

- c. The reasonable cost to the Contractor of handling material returned to the vendor, delivered to the Department or otherwise disposed of as directed by the Director.
- d. A reasonable allowance for the Contractor's administrative costs in determining the amount payable due to termination of the Contract.

All records of the Contractor and the Contractor's Subcontractors, necessary to determine compensation in accordance with this Section, shall be open to inspection or audit by representatives of the Department at all times after issuance of the notice that the Contract is to be terminated and for a period of three (3) years, and such records shall be retained for that period.

After Acceptance of the Work by the Director, the Director may make payments on the basis of interim estimates pending issuance of the Final Statement, when in his or her opinion the amount thus paid, together with all amounts previously paid or allowed, will not result in total compensation in excess of that to which the Contractor will be entitled. All payments, including payment upon the Final Statement, shall be subject to deduction for prior payments and amounts, if any, to be kept or retained under the provisions of the Contract.

In the event that the City terminates this Contract under Section 6-1.10B below and it is determined for any reason that there was not sufficient cause to do so, the City's termination automatically will convert to a termination for convenience under this section and the terms and conditions outlined in this section automatically will be applied to effectuate the Contract

termination. Thus, damages to which a Contractor may be entitled as a result of an improper default termination will be limited to the amounts provided for in this section.

The provisions of this section shall be included in all subcontracts.

6-1.10B **TERMINATION OF AGREEMENT - FOR CAUSE.** An

“Event of Default” as referred to in this section shall occur if the Contractor:

1. Fails to maintain progress of the Work in accordance with the requirements of the Contract Documents; or
2. Fails to prosecute the Work or any of its components in accordance with the Contract Documents; or
3. Persistently or repeatedly fails or refuses to supply sufficient properly skilled workers or proper material to permit the performance of the Work in accordance with the Contract Documents; or
4. Fails to make prompt payment to Subcontractors or Suppliers in accordance with the respective agreements between the Contractor and the Subcontractor and Contractor and Supplier; or
5. Fails to comply with applicable laws, ordinances or rules, regulations or orders of a public authority having jurisdiction over the Work; or
6. Abandons, assigns or sublets the Contract without approval of the City; or
7. Becomes bankrupt or is subject to appointment of a receiver on behalf of the Contractor; or
8. Otherwise is guilty of a substantial breach of a provision of the Contract Documents.

Upon the City’s reasonable belief that there has been an Event of Default by the Contractor, the City may elect to give the Contractor written notice thereof. The Contractor

thereafter shall cure the default as soon as possible and in no event after ten (10) Days from the Contractor's receipt of the City's written notice.

If the Contractor does not timely cure its default, the City may, without waiver of any of its other rights and remedies, elect to terminate the Contract, or portion thereof.

Upon the City's election to terminate the Contract, or portion thereof, the City shall have the right to complete the Work, or portion involved, by whatever means and methods it deems expedient, including the hiring of others on such terms as the City deems advisable. The City shall have the right to take possession of the Contractor's materials, plant, tools, equipment and property of any kind provided by or on behalf of the Contractor for the purpose of the Work, or a portion of them, without being responsible to the Contractor for wear and tear. The Contractor shall have no rights in such property during its use by the City. The City shall not be required to obtain the lowest prices for completing the Work or a portion of it but shall make such expenditures as, in the City's sole judgment, best accomplish such completion.

The expense of completing such Work or portion thereof, together with a reasonable charge for engineering, managerial and administrative services, as certified by the City, shall be charged to the Contractor, and the expense so charged shall be deducted by the City out of such monies as may be due or may at any time thereafter become due to the Contractor. In case such expense is more than the sum which otherwise would have been payable to the Contractor under the Agreement, then the Contractor or its surety or sureties shall promptly pay the amount of such excess so due. When the City terminates the Contract under this section, the Contractor shall not be entitled to receive any further payments until the Work is completed and there has been a final settlement of costs of completing the Work covered by such notice of default.

The City will issue to the Contractor a written notice specifying that the Contract, or

portion thereof, is terminated. Upon receipt of said written notice and, except as otherwise directed in writing by the City, the Contractor shall:

1. Stop all Work under the Contract; or if partial termination, stop Work relating to the terminated portion of the Agreement;
2. Perform Work the City deems necessary to secure the Work Site for termination including measures to leave the Work Site in a safe condition;
3. Remove equipment from the site of Work, as specified by the City;
4. Take such action as is reasonably necessary to protect materials from damage;
5. Notify all Subcontractors and Suppliers that the Contract or portion thereof is being terminated and that their contracts or orders are not to be further performed unless otherwise authorized in writing by the City;
6. Provide the City with an inventory list of all materials previously produced, purchased or ordered from Suppliers for use in the Work and not yet used in the Work, including its storage location, and such other information as the City may request;
7. Dispose of materials not used in the Work as directed by the Director. It shall be the Contractor's responsibility to provide the City (a) with good title to all materials purchased by the City hereunder, including materials for which partial payment has been made by the City and (b) with bills of sale or other documents of title for such materials;
8. Subject to the prior written approval of the City, settle all outstanding liabilities and all claims arising out of Subcontractors or orders for materials terminated hereunder.

To the extent directed by the City, the Contractor shall assign to the City all rights,

- title and interests of the Contractor under subcontracts or orders for materials terminated hereunder. The City shall be at liberty to negotiate with and engage any Subcontractors who had contracted with the Contractor for the Work;
9. Furnish the City with the documentation required to be furnished by the Contractor under the provisions of the Contract Documents, including, on projects as to which Federal funds are involved, all documentation required under the Federal requirements included in the Agreement; and
 10. Take such other actions as the City may direct.

If only a portion of the Work has been terminated, the Contractor shall perform the remainder of the Work in conformity with the Contract Documents and in such a manner as not to interfere with the City or others in their performance and completion of the portion of the Work which was terminated.

The City may recover from the Contractor the amount of any loss or damage, including consequential damages, suffered or incurred as a result of the Contractor's default.

SECTION 7

ACCEPTANCE AND PAYMENT

7-1.01 **ACCEPTANCE.** When the Contractor believes that the entire Work is fully and finally completed, including the satisfactory completion of inspections, tests, and documentation specified in the Contract Documents and completion of all punch list and clean-up items, the Contractor shall submit to the City a written request for final Acceptance within fifteen (15) Days thereafter, specifying that the Work is fully and finally completed and the date on which it was completed. Within thirty (30) Days after receipt of the request for final Acceptance, the City will inspect the Work and will either:

1. Reject the request for final Acceptance, specifying the defective and/or uncompleted portions of the Work; or
2. Notify the Contractor that the Work will be accepted by Resolution of the City Council of the City of Roseville, and a Notice of Completion will be caused to be recorded by the City Clerk; or
3. Notify the Contractor that the Work has been accepted by the City but no Notice of Completion will be recorded.

If the City rejects the request for final Acceptance, the Contractor shall promptly remedy the defective and/or uncompleted portions of the Work. Thereafter, the Contractor shall again submit a written request for final Acceptance of the Work, specifying a new date based on the date the defective and/or uncompleted portions of the Work were corrected. Thereafter, the foregoing procedure shall apply successively until the City has verified that the Work is fully and finally completed and accepted the Work by Resolution of the City Council or by written

notification from the Director. Immediately upon such Acceptance, the Contractor shall be relieved of the duty of maintaining the Work as a whole.

All warranties commence upon final Acceptance of the Work. The City's final Acceptance of the Work shall not be construed as an acceptance by the City of any latent defects discovered with regard to the Contractor's work. Furthermore, Contractor's obligations under Section 5-1.22 "Responsibility for Damage and Indemnification" shall still remain applicable after the City's grant of final Acceptance of the Work.

Prior to final Acceptance, the Contractor shall submit to the City the Record Documents and Operation and Maintenance Manuals as specified in the Contract Documents.

7-1.02 **SCOPE OF PAYMENT.** The Contractor shall accept the compensation provided in the Contract as full payment for furnishing all labor, materials, tools, equipment, and incidentals necessary to the completed Work and for performing all Work contemplated and embraced under the Contract; also for loss or damage arising from the nature of the Work, or from the action of the elements, or from any unforeseen difficulties which may be encountered during the prosecution of the Work until the Acceptance by the Director and for all risks of every description connected with the prosecution of the Work, also for all expenses incurred in consequence of the suspension or discontinuance of the Work as provided in the Contract; and for completing the Work according to the Contract. Neither the payment of any estimate nor of any retained percentage shall relieve the Contractor of any obligation to make good any defective Work or material.

No compensation will be made in any case for loss of anticipated profits.

7-1.03 **NOTICE OF POTENTIAL CLAIM.** The Contractor shall not be entitled to the payment of any additional compensation for any act or failure to act by the City,

including failure or refusal to issue a Change Order, or for the happening of any event, thing, occurrence or other cause unless the Contractor has given the City due written Notice of Potential Claim as hereinafter specified, provided, however, that compliance with this Section 7-1.03 shall not be a prerequisite as to matters within the scope of the notice provisions in Section 6-1.07, "Time of Completion," or the notice provisions in Section 6-1.08, "Liquidated Damages," of these General Conditions, nor to any claim which is based on differences in measurement or errors of computation as to correct quantities.

The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation will or may be due, the nature of the costs involved, and, insofar as possible, the amount of the potential claim. The said Notice as above required must have been given to the Director prior to the time that the Contractor shall have performed the Work giving rise to the potential claim for additional compensation, if based on an act or failure to act by the Director, or in all other cases within seven (7) Days after the happening of the event, thing, occurrence or other cause giving rise to the potential claim.

If the Notice of Potential Claim does not include complete information about the claim or the parties do not execute a Contract Change Order in connection with the Notice of Potential Claim, Contractor shall submit complete information about its claim for additional compensation and/or extension of time for performance within fifteen (15) Days after such work is performed. Failure to provide written notice of claim prior to undertaking such work or failure to timely submit a complete and specific information about the claim for additional compensation and/or extension of the time for performance shall be deemed a waiver and abandonment of such claim.

If there is a dispute over any claim, the Contractor shall continue to Work during the dispute resolution process in a diligent and timely manner as directed by the City, and shall be

governed by all applicable provision of the Agreement.

The Contractor shall maintain cost records of all Work that is the basis of any dispute. On a daily basis, Contractor shall submit to City completed daily forms, the format of which will be acceptable to the City, with respect to the Contractor's costs of performing the disputed work. These daily forms shall itemize all of Contractor's costs in performing the disputed work, including, but not limited to, all costs relating to materials, labor and equipment with respect to the disputed work. These daily forms shall provide names or identification and classification of affected workers, the hourly rate of pay and hours worked, and also the size, type, and identification number of equipment and hours operated. Said daily work forms shall be duly signed and verified by the Contractor or its authorized representative. The City's receipt of the Contractors' daily forms shall not constitute an approval of the Contractor's claim. Contractor's failure to submit the daily forms on a daily basis shall constitute a waiver of the Contractor's right to claim any additional compensation for the disputed work.

Each Contractor claim shall include full and complete information concerning the Claim. Contractor shall provide a clear, concise recital of the basis, upon which the claim is asserted, including a designation of the provisions of the Contract Documents upon which the claim is based. Contractor shall also include a statement as to the amount of time and/or compensation sought pursuant to the claim; if Contractor's claim arises from an ongoing occurrence, Contractor shall so state in its claim, including a description of the specific Work activities affected by the claim. All costs, expenses or damages and extensions of time claimed shall be described in reasonable detail under the circumstances together with complete supporting documentation.

The City will review any timely Notice of Potential Claim and supporting information

submitted by Contractor. In conducting this review, the City shall have the right to require the Contractor to submit such additional or supporting documents, data and other information as the City may require.

If an agreement can be reached which resolves the Contractor's claim, the parties will execute a Contract Change Order to document the resolution of the claim. If the parties cannot reach agreement with respect to the Contractor's claim, the Contractor shall still be obligated to comply with the claim identification provisions identified in these General Conditions, including but not limited to Section 7-1.04.

It is the intention of this Section 7-1.03 that differences between the parties arising under and by virtue of the Contract be brought to the attention of the Director at the earliest possible time in order that such matters may be settled, if possible, or other appropriate action promptly taken. The Contractor hereby agrees that it shall have no right to additional compensation for any Claim that may be based on any such act, failure to act, event, thing or occurrence for which no timely written Notice of Potential Claim as herein required was filed.

7-1.04 **CLAIMS.** Contractor must submit all Claims, for which it has previously submitted a Notice of Potential Claim, prior to Acceptance of the Work. Each such Claim must be sent to the City by registered mail or certified mail with return receipt requested and must contain reasonable documentation to support the Claim.

Upon receipt of a Claim, the City shall conduct a reasonable review of the Claim and, within a period not to exceed forty-five (45) Days, or such further time as mutually agreed upon or necessary pursuant to Public Contract Code Section 9204, the City shall provide the Contractor a written statement identifying what portion of the Claim is disputed and what portion is undisputed. If the City does not respond to a Claim from the Contractor within the time

specified herein, such Claim shall be deemed rejected in its entirety.

Any payment due on an undisputed portion of the Claim shall be processed and made within sixty (60) Days after the City issues its written statement.

If the Contractor disputes the City's written response, or if the City does not respond within the time specified herein, the Contractor may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the City shall schedule a meet and confer conference within thirty (30) Days for settlement of the dispute.

Within ten (10) business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the City shall provide the Contractor a written statement identifying the portion of the Claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the Claim shall be processed and made within sixty (60) Days after the City issues its written statement. Any disputed portion of the Claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation, with the City and the Contractor sharing the associated costs equally. The City and the Contractor shall mutually agree to a mediator within ten (10) business days after the disputed portion of the Claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the Claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the Claim remaining in dispute shall be resolved in accordance with Section 7-1.05 below.

7-1.05 **DISPUTE RESOLUTION PROCEDURE.** All Claims not resolved

pursuant to Section 7-1.04, shall be resolved pursuant to Public Contract Code Section 10240, et seq.

7-1.06 **STOP PAYMENT NOTICES.** The City, by and through the Department or other appropriate office or officers, may at its option and at any time retain out of any amounts due the Contractor, sums sufficient to cover claims, filed pursuant to Civil Code Section 9350, et seq., including an amount to provide for the reasonable cost of any litigation thereunder.

7-1.07 **PROGRESS PAYMENTS.** Within fifteen (15) Days after the effective date in the Notice to Proceed, but in any event prior to Contractor's first Application for Payment, the Contractor shall submit to the City a detailed Schedule of Values.

Upon its approval, the Schedule of Values will form a basis for determining the compensation payable to the Contractor based on its actual progress of Work with respect to each Lump Sum bid item. The City, prior to any progress payment being made, must approve the Schedule of Values.

At the Director's discretion the approved Schedule of Values may be used as the basis for calculating the adjustment in compensation for a lump sum bid item due to changes ordered by the Director. When an ordered change increases or decreases the quantities shown in an approved Schedule of Values, at the Director's discretion, the adjustment in compensation may be determined in the same manner specified for increases and decreases in the quantity of a bid item of work in accordance with Section 3-1.05(B), "Contract Price Adjustment," of these General Conditions.

The Contractor once in each month shall submit an Application for Payment, for approval by the Director. Contractor's Applications shall be based on the Schedule of Values submitted to the City. These applications shall be supported by: (1) documentation requested by the City to

substantiate the payment request; (2) statutory releases from Contractor and all Subcontractors and suppliers pursuant to Civil Code Sections 8132 and 8138; and (3) certified payroll records for the period for which payment is requested. Specifically, the Contractor will submit conditional waivers upon progress payment executed by all contractors and suppliers that will be receiving sums sought in the instant payment request and also submit unconditional waivers upon progress payment executed by all contractors and suppliers that have been paid to the date of the payment request. The Contractor shall certify that the Work for which payment is requested has been accomplished. When requested by the City, the Contractor shall submit receipts, invoices and other documentation that the City requires to be furnished for purpose of evaluating the application.

The City will pay the Contractor within thirty (30) Days after its receipt of an undisputed and properly submitted Application for Payment, after deducting all previous payments, retention, and other sums as described in the Contract Documents. Within seven (7) Days of its receipt of the Contractor's Application for Payment, the City will determine whether it complies with the provisions of the Contract Documents. As appropriate, the City will return the application to the Contractor accompanied by a document prepared by the City setting forth the reasons for the rejection. Thereafter, the Contractor shall correct and resubmit the Application for Payment. Progress payments may be withheld for Work that is not performed in accordance with the Contract Documents.

The City may deduct the following from each progress payment:

1. An amount equal to one hundred and twenty-five percent (125%) of the amount claimed under any stop payment notice or other lien filed against the Contractor, which includes an amount to provide for the reasonable cost of any litigation

thereunder.

2. Any Liquidated Damages or Assessments that have accrued as of the date of the Application for Payment.
3. Any sums expended by the City in performing any of the Contractor's obligations under the Agreement that the Contractor has failed to perform.
4. Any other sums that the City is entitled to recover from the Contractor under the terms of the Contract including damages to the City's property.
5. The failure of the City to deduct any of the above identified sums from a progress payment shall not constitute a waiver of the City's right to such sums.

No such estimate or payment shall be construed to be an acceptance of any defective Work or improper materials.

Under no circumstances will the City make payment to unlicensed Contractors. As a condition of payment, the Contractor is required to maintain the applicable Contractor's license as identified in the Notice to Contractors for the duration of the Work.

7-1.08 **PAYMENT FOR MATERIALS AND EQUIPMENT ON HAND.**

Partial payments may be made to the extent of seventy-five percent (75%) of the cost of materials and equipment plus delivery to be incorporated in the Work, provided that such materials and equipment meet the requirements of the Contract Documents and are delivered to acceptable sites on the plant site or at other sites in the vicinity that are acceptable to the City and only with the prior written approval by the City. Such delivered costs of stored or stockpiled materials and equipment may be included in the next progress payment after the following conditions are met:

- A. Equipment and materials will only be eligible if given conditional or final

Acceptance by the Director and are in apparent compliance with favorably reviewed Submittals.

B. Only equipment or materials which have received favorable review of Shop Drawings will qualify.

C. The material or equipment has been stored or stockpiled adequately protected against damage in a manner acceptable to the Director at an approved site.

D. The Contractor has furnished the Director with acceptable evidence of the quantity and the quality of such stored or stockpiled materials or equipment with identification of where they will be incorporated into the project with Specification reference.

E. The Contractor has furnished the Director with satisfactory evidence that the material or equipment and transportation costs have been paid.

F. The Contractor has furnished the City legal title (free of liens or encumbrances of any kind) and lien releases to the material or equipment so stored or stockpiled.

G. The Contractor has furnished the City evidence that the material or equipment so stored or stockpiled is insured against loss by damage to or disappearance of such materials at any time prior to use in the Work.

It is understood and agreed that the transfer of title and the City payment for such stored or stockpiled materials or equipment shall in no way relieve the Contractor of its responsibility for furnishing and placing such materials or equipment in accordance with the requirements of the Contract Documents.

In no case will the amount of progress payments for materials or equipment on hand exceed the Contract Price for such materials or equipment or the Contract Price for the Contract item in which the material is intended to be used.

No partial payment will be made for stored or stockpiled living or perishable plant

materials.

The Contractor shall bear all costs associated with the progress payment of stored or stockpiled materials or equipment in accordance with the provisions of this Section.

7-1.09 **RETENTION ON PROGRESS PAYMENTS.** From each progress payment estimate, five percent (5%) will be deducted and held in retention by the City. The remainder, less any deductions described in Section 7-1.07, “Progress Payments,” of these General Conditions, will be paid to the Contractor as progress payments.

Pursuant to Public Contract Code Section 22300, the successful Bidder may submit Securities in lieu of retention payments by the City. Upon the Contractor’s request, the City will make payment of funds withheld from progress payments, pursuant to the requirements of California Public Contract Code Section 22300, if the Contractor deposits in escrow with the City or with a bank acceptable to the City, securities eligible for investment under California Government Code Section 16430, bank or savings and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by the Contractor and the City, upon the following conditions:

1. The Contractor shall bear the expenses of the City and the escrow agent in connection with the escrow deposit made.
2. Securities or certificates of deposit to be placed in escrow shall be of a value at least equivalent to the amounts of retention to be paid to the Contractor pursuant to this section.
3. Contractor shall enter into an escrow agreement satisfactory to the City, which agreement shall be substantially similar to the form provided in California Public Contract Code section 22300.

4. The Contractor shall obtain the written consent of the surety to such agreement.

7-1.10 **FINAL PAYMENT.** Final payment will be made only after Contractor has achieved Final Completion of the Work pursuant to the provisions of Section 7-1.01, “Acceptance,” of these General Conditions. Before final payment can be made, the Contractor shall have furnished the City with the following:

1. All Record Documents, catalogues, instruction sheets and information as required by the Contract Documents.
2. Conditional Waivers and Releases Upon Final Payment executed by Contractor and all Subcontractors and Suppliers, as provided by Civil Code Section 8136. Unconditional Waivers and Releases Upon Final Payment, as provided in Civil Code Section 8138, executed by Contractor and all Subcontractors and Suppliers, must be provided for all Subcontractors and Suppliers that have been paid in full.

Within thirty (30) Days of the date of the City’s Acceptance of the Work, the Contractor shall prepare and submit a Final Invoice, showing the proposed total amount due the Contractor, segregated by Bid item quantities, Change Order Work, and other basis for payments; deductions made or to be made for prior payment; and amounts previously retained. Prior invoices and payments shall be subject to correction in the proposed Invoice for Final Payment. Payments to the Contractor will be made only for actual quantities of the Contract items of work constructed in accordance with the Contract Documents.

The City will review the Contractor’s proposed Final Invoice and necessary changes or corrections will be forwarded to the Contractor. Within ten (10) Days thereafter, the Contractor

shall submit a revised proposed Final Invoice incorporating changes or corrections made by the City together with any new claims resulting therefrom. Upon approval by the City, the corrected proposed Final Invoice will become the approval Final Invoice.

If agreements are reached on all questions regarding the Final Invoice, the City will pay the entire sum found due on the approved application. However, the City will withhold sums sufficient to pay all unsettled claims for which stop payment notices have been filed pursuant to Section 9350, et seq. of the California Civil Code, together with the reasonable cost of any litigation thereunder.

Final payment will be made within thirty (30) Days after receipt of an approved Final Invoice and other required Submittals referenced above or within sixty (60) Days after Acceptance of the work by the City, whichever is later, provided, however, that if an approved Final Invoice has not been submitted within sixty (60) Days after Acceptance of the Work by the City, the City may elect to make payment of sums not in dispute without prejudice to the right of either the City or the Contractor in connection with such disputed sums. Notwithstanding the foregoing, if a Notice of Completion is recorded, final payment shall not be made prior to the expiration of the thirty-five (35) calendar day lien period. The start of this lien period is the date the Placer County Recorder's Office records the Notice of Completion.

The City may withhold from the Final Payment an amount not to exceed one hundred fifty percent (150%) of any amount in dispute between the City and the Contractor.

The making of Final Payment shall not operate to release the Contractor or its sureties from obligations arising under the Contract, the Contract bonds and warranties as herein provided. Specifically, the making of final payment shall not constitute a waiver and release of claims by the City arising from:

1. Unsettled or future liens;
2. Failure of the Work to comply with the requirements of the Contract Documents;
3. The terms of any warranties required by or contained in the Contract Documents;
4. The right to any insurance proceeds or the right to make any insurance or bond claims;
5. Any claims with respect to Contractor's obligations of indemnity with respect to claims asserted by third parties; or
6. Any latent deficiencies with the Work or Contractor's fraud.

7-1.11 **CLERICAL ERRORS.** Notwithstanding the provisions of Section 7-1.10, "Final Payment," of these General Conditions, for a period of three (3) years after Acceptance of the Work, all estimates and payments made pursuant to said Section 7-1.10, are subject to correction for clerical errors in the calculations involved in the determination of quantities and payments. The Contractor and the City agree to pay to the other any sum due under the provisions of this Section 7-1.11, provided, however, if the total sum to be paid is less than \$100, no such payment shall be made.

7-1.12 **WARRANTY.** Notwithstanding inspections and Acceptance by the City of Work furnished under the Contract Documents, the Contractor hereby unconditionally guarantees that all materials and equipment furnished will be of good quality and new, that the Work will be free from defects in workmanship and materials and that the Work will conform to the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective.

This warranty by the Contractor is in addition to any warranties or guarantees required elsewhere in the Contract Documents. This warranty shall be in effect notwithstanding any disclaimers, or limiting or conditional terms contained in such separate warranties furnished by manufacturers or suppliers.

The Contractor hereby agrees to repair or replace any and all Work, together with any other adjacent Work which may be displaced in so doing, that may prove to be not in accordance with the requirements of the Contract or that may be defective in its workmanship or material during the greater of a period of one (1) year after Acceptance of the Work by the City or the period specified in the Special Conditions, without any expense whatsoever to the City, ordinary wear and tear and unusual abuse or neglect excepted.

The Contractor further agrees, that within ten (10) Days after being notified in writing by the Department of any Work not in accordance with the requirements of the Contract Documents or of any defects in the Work, the Contractor will commence and prosecute with due diligence all Work necessary to fulfill the terms of this warranty, and to complete such Work within a reasonable period of time. In the event Contractor fails to comply, it does hereby authorize the Department to proceed to have such Work done at the Contractor's expense and the Contractor will honor and pay the cost and charges therefore upon demand. The Department shall be entitled to all costs and expenses, including reasonable attorneys' fees, necessarily incurred upon the Contractor's refusal to honor and pay the above costs and charges.

All warranties set forth in the Contract Documents shall be deemed cumulative and not alternative or exclusive. Nothing contained in this section shall be construed to establish a period of limitation with respect to any other obligation, which Contractor has under the Contract Documents or under any separate warranty or guaranty required thereby. The establishment of a

specific warranty period relates only to the specific obligation of Contractor to correct defective Work, and it has no relationship to the time within which its obligation to comply with the Contract Documents or applicable provision of law may be sought to be enforced, nor to the time within which proceedings may be commenced to establish Contractor's liability with respect to its obligations other than specifically to correct the Work. Without limiting the foregoing, it is understood and agreed that Contractor shall remain responsible for latent defects with its work, regardless of the expiration of any warranty period set forth in the Contract Documents.

7-1.13 **WARRANTY OF TITLE.** No material, supplies, or equipment for the Work under this Contract shall be purchased subject to any chattel mortgage, security agreement, or under a conditional sale or other agreement by which an interest therein or any part thereof is retained by the seller or supplier. The Contractor warrants good title to all material, supplies, and equipment Installed or incorporated in the Work and agrees upon completion of all Work to deliver the Premises, together with all improvements and appurtenances constructed or placed thereon by it, to the City free from any claim, liens, security interest, or charges, and further agrees that neither the Contractor nor any person, firm, or corporation furnishing any materials or labor for any Work covered by this Contract shall have any right to a lien upon the Premises or any improvement or appurtenances thereon. Provided, that this shall not preclude the Contractor from Installing metering devices and other equipment of utility companies, the title of which is commonly retained by the utility company. In the event of the Installation of any such metering device or equipment, the Contractor shall advise the City as to the legal owner thereof. Nothing contained in this paragraph, however, shall defeat or impair the right of such persons furnishing materials or labor under any bond given by the Contractor for their protection or any rights under any law permitting such persons to look to funds due the Contractor in the hands of the City.

The provisions of this paragraph shall be inserted in all subcontracts and material Contracts, and notice of its provisions shall be given to all persons furnishing materials for the Work when no formal Contract is entered into for such materials.

[END OF GENERAL CONDITIONS]

TEXT OF AB 626

Assembly Bill No. 626

CHAPTER 810

An act to add and repeal Section 9204 of the Public Contract Code, relating to public contracts.

[Approved by Governor September 29, 2016. Filed with Secretary of
State September 29, 2016.]

LEGISLATIVE COUNSEL'S DIGEST

AB 626, Chiu. Public contracts: claim resolution.

Existing law prescribes various requirements regarding the formation, content, and enforcement of state and local public contracts. Existing law applicable to state public contracts generally requires that the resolution of claims related to those contracts be subject to arbitration. Existing law applicable to local agency contracts prescribes a process for the resolution of claims related to those contracts of \$375,000 or less.

This bill would establish, for contracts entered into on or after January 1, 2017, a claim resolution process applicable to any claim by a contractor in connection with a public works project. The bill would define a claim as a separate demand by the contractor for one or more of the following: a time extension for relief from damages or penalties for delay, payment of money or damages arising from work done pursuant to the contract for a public work, or payment of an amount disputed by the public entity, as specified.

This bill would require a public entity, defined to exclude certain state entities, upon receipt

of a claim sent by registered or certified mail, to review it and, within 45 days, provide a written statement identifying the disputed and undisputed portions of the claim. The bill would authorize the 45-day period to be extended by mutual agreement. The bill would require any payment due on an undisputed portion of the claim to be processed within 60 days, as specified. The bill would require that the claim be deemed rejected in its entirety if the public entity fails to issue the written statement.

This bill would authorize, if the claimant disputes the public entity's written response or if the public entity fails to respond to a claim within the time prescribed, the claimant to demand to meet and confer for settlement of the issues in dispute. The bill would require any disputed portion of the claim that remains in dispute after the meet and confer conference to be subject to nonbinding mediation, as specified. The bill would provide that unpaid claim amounts accrue interest at 7% per annum. The bill would prescribe a procedure by which a subcontractor or lower tier contractor may make a claim through the contractor.

This bill would require the text of these provisions, or a summary, to be set forth in the plans or specifications for any public work which may give rise to a claim. The bill would specify that a waiver of these rights is void and contrary to public policy, except as specified. The bill would also specify that it does not impose liability on a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

By increasing the duties of local agencies and officials, this bill would impose a state-mandated local program.

This bill would, on January 1, 2020, repeal the provision establishing the claim resolution

process.

This bill would specify that these provisions constitute a matter of statewide concern.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that, if the Commission on State Mandates determines that the bill contains costs mandated by the state, reimbursement for those costs shall be made pursuant to these statutory provisions.

The people of the State of California do enact as follows:

SECTION 1. Section 9204 is added to the Public Contract Code, to read:

9204. (a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.

(c) For purposes of this section:

(1) "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for

delay assessed by a public entity under a contract for a public works project.

(B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(C) Payment of an amount that is disputed by the public entity.

(2) "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

(3) (A) "Public entity" means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(B) "Public entity" shall not include the following:

(i) The Department of Water Resources as to any project under the jurisdiction of that department.

(ii) The Department of Transportation as to any project under the jurisdiction of that department.

(iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.

(iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the

Penal Code.

(v) The Military Department as to any project under the jurisdiction of that department.

(vi) The Department of General Services as to all other projects.

(vii) The High-Speed Rail Authority.

(4) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

(5) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

(d) (1) (A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made

within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2) (A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but

not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the

claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

(g) This section applies to contracts entered into on or after January 1, 2017.

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This section shall remain in effect only until January 1, 2020, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2020, deletes or extends that date.

SECTION 2.

The Legislature finds and declares that it is of statewide concern to require a charter city, charter county, or charter city and county to follow a prescribed claims resolution process to ensure there are uniform and equitable procurement practices.

SECTION 3.

If the Commission on State Mandates determines that this act contains costs mandated by the state, reimbursement to local agencies and school districts for those costs shall be made pursuant to Part 7 (commencing with Section 17500) of Division 4 of Title 2 of the Government Code.

SUPPLEMENTAL CONDITIONS

Project: **2022 Sewer Collection System CIPP Rehabilitation Project**

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Scope of Supplemental Conditions

1. The Work shall be performed in accordance with the General Conditions and Department Standards, except as the General Conditions may be modified by the following additional City Standards, incorporated herein by this reference, if so indicated.

	COMMUNITY DESIGN GUIDELINES 311 Vernon Street, Roseville, CA 95678
	SPECIFICATIONS FOR COMMERCIAL CONSTRUCTION (ELECTRIC) 2090 Hilltop Circle, Roseville, CA 95747
	PARKS CONSTRUCTION STANDARDS 316 Vernon Street, Suite 400, Roseville, CA 95678
X	DESIGN AND CONSTRUCTION STANDARDS 311 Vernon Street, Roseville, CA 95678
	OTHER

Above documents are available at: www.roseville.ca.us

2. Numbering in these Supplemental Conditions conforms to that in the General Conditions. The existence of a section in these Supplemental Conditions means that the corresponding section in the General Conditions is modified in some respect. Unless otherwise specified, the modified General Condition is deleted entirely and the provisions of these Supplemental Conditions are substituted.

SECTION 1. DEFINITIONS AND TERMS

1-1.21 **CONTRACT TIME.** Section 1-1.21 of the General Conditions is replaced with the following:

The number of Days, or portion thereof, allowed for completion of the Work, including all authorized time extensions. Contract Time is based on calendar Days which includes weekend and Legal Holidays. The effective date for commencement of the Work specified in the Notice to Proceed shall define the beginning of the Contract Time.

1-1.24 **DEPARTMENT.** Section 1-1.24 of the General Conditions is amended to include the following:

The Department for Contract Administration is the Environmental Utilities Department of the City of Roseville.

SECTION 2. CONTROL AND SCOPE OF THE WORK

2-1.08 **SUBMITTALS.** Section 2-1.08 of the General Conditions is amended to include the following:

The Contractor shall submit all material submittals within the timelines included in the Specifications.

The time allowed for review of each submittal is 14 Days after receipt of the submittal by the Director.

SECTION 3. CHANGES IN THE WORK

There are no amendments to the General Conditions.

SECTION 4. CONTROL OF MATERIALS

There are no amendments to the General Conditions.

SECTION 5. LEGAL RELATIONS AND RESPONSIBILITY

5-1.14 **AIR POLLUTION CONTROL AND ASBESTOS.** Section 5-1.14 of the General Conditions is amended to include the following:

To the best of the City's knowledge, asbestos is not present in the vicinity of the Project. Additional information shall be made available to Contractor upon request.

5-1.19 **PERMIT AND LICENSES.** Section 5-1.19 of the General Conditions the General Conditions is amended to include the following:

The Contractor acknowledges and agrees that, prior to the submission of its' bid for Work, it fully familiarized itself with the applicable Avoidance and Minimization Measures of the City's Streambed Alteration Agreement for Routine Maintenance (Notification No. 1600-2016-0099-R2) with the California Department of Fish & Wildlife, which shall be made available to the Contractor upon request. For all Work performed within a dedicated riparian area, the Contractor shall adhere to the following measures:

2.29 **Decontamination Sites.** Contractor shall perform decontamination of vehicles, watercraft, and other project gear and equipment in a suitable location (i.e. City Corporation Yard) where runoff can be contained and not allowed to pass into Department jurisdictional areas and other sensitive habitat areas.

2.31 **Minimize Vehicle Parking.** Vehicles may enter and exit the work area as necessary for project activities, but may not be parked overnight within ten (10) feet of the drip line of any trees; nor shall vehicles be parked where mechanical fluid leaks may potentially enter the waters of the state.

2.34 Operating Equipment and Vehicle Leaks. Any equipment or vehicles driven and/or operated within or adjacent to the stream shall be checked and maintained daily to prevent leaks of materials that could be deleterious to aquatic and terrestrial life or riparian habitat.

2.35 Stationary Equipment Leaks. Stationary equipment such as motors, pumps, generators, and welders, located within or adjacent to the stream shall be positioned over drip pans or other secondary containment. Stationary heavy equipment shall have suitable containment to handle a catastrophic spill/leak.

2.36 Equipment Maintenance and Fueling. No equipment maintenance or fueling shall be done within or near any stream channel or lake margin where petroleum products or other pollutants from the equipment may enter these areas.

2.41 Mud, Silt and Other Pollutants. Contractor shall prevent water containing mud, silt or other pollutants from grading, aggregate washing, equipment washing, or other activities to enter a lake or stream or to be placed in locations that may be subjected to high storm flows.

2.52 Pollution and Litter. Contractor shall comply with all litter and pollution laws. All contractors, subcontractors, and employees shall also obey these laws and it shall be the responsibility of Permittee to ensure compliance.

2.52.1 Permittee shall not allow water containing mud, silt, or other pollutants from grading, aggregate washing, or other activities to enter a lake, streambed, or flowing stream or be placed in locations that may be subjected to high storm flows.

2.52.2 The Permittee or its contractors shall not dump any litter or

construction debris within the riparian/stream zone. All such debris and waste shall be removed from the worksite daily and properly disposed of at an appropriate disposal site.

2.52.3 Spoil sites shall not be located within a lake, streambed, or flowing stream or locations that may be subjected to high storm flows, where spoil shall be washed back into a lake, streambed, or flowing stream where it will impact streambed habitat and aquatic or riparian vegetation.

2.52.4 Raw cement/concrete or washings thereof, asphalt, paint, or other coating material, oil or other petroleum products, or any other substances which could be hazardous to fish and wildlife resources resulting from project related activities shall be prevented from contaminating the soil and/or entering the waters of the State. These materials, placed within or where they may enter a lake, streambed, or flowing stream by Permittee or any party working under contract or with the permission of Permittee, shall be removed immediately.

2.52.5 No broken concrete, cement, debris, soil, silt, sand, bark, slash, sawdust, rubbish, or washings thereof, oil or petroleum products, or other organic or earthen material from any construction or associated activity of whatever nature shall be allowed to enter into or be placed where it may be washed by rainfall or runoff into waters of the State. When operations are completed, any excess materials or debris shall be removed from the work area. No rubbish shall be deposited within 100 feet of the high water mark of any lake, streambed, or flowing stream.

2.52.6 No equipment maintenance or fueling shall be done within or

near any lake, streambed, or flowing stream where petroleum products or other pollutants from the equipment may enter these areas under any flow.

5-1.23 **INSURANCE COVERAGE.** Replace part 4 of Section 5-1.23 within the General Conditions with the following:

4. Professional Liability: Not required.

SECTION 6. PROSECUTION AND PROGRESS

6-1.04 **PROGRESS SCHEDULE.** Section 6-1.04A of the General Conditions is modified to delete the first sentence and replace with the following:

The Contractor shall submit to the Director, within ten (10) calendar days after date of the Notice to Proceed, a Preliminary Progress Schedule covering the Contractor's activities over the first thirty (30) calendar days of operation in detail and the remainder of the project summary.

6-1.04 **PROGRESS SCHEDULE.** Section 6-1.04F of the General Conditions is amended to include the following:

Progress schedules showing project completion dates more than 30 Days earlier than specified in Section 6-1.07 shall be rejected.

6-1.04 **PROGRESS SCHEDULE.** Amend Section 6-1.04 of the General Conditions to include the following:

G. **3-Week Look-Ahead Schedule.** The Contractor shall prepare and distribute a 3-Week Look Ahead Schedule weekly the day prior to the weekly progress meeting. The schedule shall include the current week as Week 1 and two additional weeks. The 3-Week Look Ahead schedule shall be presented by the Contractor during the weekly construction progress meeting.

6-1.07 **TIME OF COMPLETION.** Section 6-1.07 of the General Conditions is amended to include the following:

The Contractor shall begin Work within 21 business days after receiving a

Notice to Proceed and shall diligently prosecute the Work to completion. The Work shall be completed within the Time of Completion required by the Agreement.

If landscaping plants require an establishment period, that period will be 60 calendar days. Start of the establishment should be as outlined in the Specifications.

6-1.08 **LIQUIDATED DAMAGES.** Section 6-1.08 of the General Conditions is amended to include the following:

The amount of Liquidated Damages is included in the Agreement.

SECTION 7: ACCEPTANCE AND PAYMENT

7-1.02 **SCOPE OF PAYMENT.** Section 7-1.02 of the General Conditions is amended to include the following:

Unless special payment is specifically provided in the Measurement and Payment Section, all incidental work and expense in connection with the Completion of Work under the Contract will be considered a subsidiary obligation of the Contractor and all such costs shall be included in the appropriate items in the Schedule of Bid Items in connection with which costs are incurred.

[END OF SUPPLEMENTAL CONDITIONS]

SPECIAL PROVISIONS

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SECTION 1. AMERICAN IRON AND STEEL REQUIREMENT

American Iron and Steel Requirement P.L. 113-76, Section 436

P.L. 113-76, Consolidated Appropriations Act, 2014 (Act), includes an “American Iron and Steel (AIS)” requirement in section 436 that requires Clean Water State Revolving Loan Fund (CWSRF) and Drinking Water State Revolving Loan Fund (DWSRF) assistance recipients to use iron and steel products that are produced in the United States for projects for the construction, alteration, maintenance, or repair of a public water system or treatment works.

The Act states:

Sec. 436. (a)(1) None of the funds made available by a State water pollution control revolving fund as authorized by title VI of the Federal Water Pollution Control Act (33 U.S.C. 1381 et seq.) or made available by a drinking water treatment revolving loan fund as authorized by section 1452 of the Safe Drinking Water Act (42 U.S.C. 300j–12) shall be used for a project for the construction, alteration, maintenance, or repair of a public water system or treatment works unless all of the iron and steel products used in the project are produced in the United States.

(2) In this section, the term “iron and steel products” means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

(b) Subsection (a) shall not apply in any case or category of cases in which the Administrator of the Environmental Protection Agency (in this section referred to as the “Administrator”) finds that—

(1) applying subsection (a) would be inconsistent with the public interest;

(2) iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or

(3) inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent.

(c) If the Administrator receives a request for a waiver under this section, the Administrator shall make available to the public on an informal basis a copy of the request and information available to the Administrator concerning the request, and shall allow for informal public input on the request for at least 15 days prior to making a finding based on the request. The Administrator shall make the request and accompanying information available by electronic means, including on the official public Internet Web site of the Environmental Protection Agency.

(d) This section shall be applied in a manner consistent with United States obligations under international agreements.

(e) The Administrator may retain up to 0.25 percent of the funds appropriated in this Act for the Clean and Drinking Water State Revolving Funds for carrying out the provisions described in subsection (a)(1) for management and oversight of the requirements of this section.

(f) This section does not apply with respect to a project if a State agency approves the engineering plans and specifications for the project, in that agency's capacity to approve such plans and specifications prior to a project requesting bids, prior to the date of the enactment of this Act.

The following guidance excerpt has been provided from EPA:

Complete guidance may be downloaded from: <https://www.epa.gov/cwsrf/state-revolving-fund-american-iron-and-steel-ais-requirement>

Covered Iron and Steel Products

11) What is an iron or steel product?

For purposes of the CWSRF and DWSRF projects that must comply with the AIS requirement, an iron or steel product is one of the following made primarily of iron or steel that is permanently incorporated into the public water system or treatment works:

- Lined or unlined pipes or fittings; Manhole Covers;
- Municipal Castings (defined in more detail below); Hydrants;
- Tanks;
- Flanges;
- Pipe clamps and restraints; Valves;
- Structural steel (defined in more detail below); Reinforced precast concrete; and
- Construction materials (defined in more detail below).

12) What does the term 'primarily iron or steel' mean?

'Primarily iron or steel' places constraints on the list of products above. For one of the listed products to be considered subject to the AIS requirements, it must be made of greater than 50% iron or steel, measured by cost. The cost should be based on the material costs.

13) Can you provide an example of how to perform a cost determination?

For example, the iron portion of a fire hydrant would likely be the bonnet, body and shoe, and the cost then would include the pouring and casting to create those components. The other material costs would include non-iron and steel internal workings of the fire hydrant (i.e., stem, coupling, valve, seals, etc.). However, the assembly of the internal workings into the hydrant body would not be included in this cost calculation. If one of the listed products is not made primarily of iron or steel, United States (US) provenance is not required. An exception to this definition is reinforced precast concrete, which is addressed in a later question.

14) If a product is composed of more than 50% iron or steel, but is not listed in the above list of items, must the item be produced in the US? Alternatively, must the iron or steel in such a product be produced in the US?

The answer to both question is no. Only items on the above list must be produced in the US. Additionally, the iron or steel in a non-listed item can be sourced from outside the US.

15) What is the definition of steel?

Steel means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements. Metallic elements such as chromium, nickel, molybdenum, manganese, and silicon may be added during the melting of steel for the purpose of enhancing properties such as corrosion resistance, hardness, or strength. The definition of steel covers carbon steel, alloy steel, stainless steel, tool steel and other specialty steels.

16) What does ‘produced in the United States’ mean?

Production in the United States of the iron or steel products used in the project requires that all manufacturing processes, including application of coatings, must take place in the United States, with the exception of metallurgical processes involving refinement of steel additives. All manufacturing processes includes processes such as melting, refining, forming, rolling, drawing, finishing, fabricating and coating. Further, if a domestic iron and steel product is taken out of the US for any part of the manufacturing process, it becomes foreign source material. However, raw materials such as iron ore, limestone and iron and steel scrap are not covered by the AIS requirement, and the material(s), if any, being applied as a coating are similarly not covered. Non-iron or steel components of an iron and steel product may come from non-US sources. For example, for products such as valves and hydrants, the individual non-iron and steel components do not have to be of domestic origin.

17) Are the raw materials used in the production of iron or steel required to come from USsources?

No. Raw materials, such as iron ore, limestone, scrap iron, and scrap steel, can come from non- US sources.

18) If an above listed item is primarily made of iron or steel, but is only at the construction site temporarily, must such an item be produced in the US?

No. Only the above listed products made primarily of iron or steel, permanently incorporated into the project must be produced in the US. For example trench boxes, scaffolding or equipment, which are removed from the project site upon completion of the project, are not required to be made of U.S. Iron or Steel.

19) What is the definition of ‘municipal castings’?

Municipal castings are cast iron or steel infrastructure products that are melted and cast. They typically provide access, protection, or housing for components incorporated into utility owned drinking water, storm water, wastewater, and surface infrastructure. They are typically made of grey

or ductile iron, or steel. Examples of municipal castings are:

- Access Hatches; Ballast Screen;
- Benches (Iron or Steel); Bollards;
- Cast Bases;
- Cast Iron Hinged Hatches, Square and Rectangular; Cast Iron Riser Rings;
- Catch Basin Inlet; Cleanout/Monument Boxes; Construction Covers and Frames; Curb and Corner Guards;
- Curb Openings;
- Detectable Warning Plates; Downspout Shoes (Boot, Inlet);
- Drainage Grates, Frames and Curb Inlets; Inlets;
- Junction Boxes; Lampposts;
- Manhole Covers, Rings and Frames, Risers; Meter Boxes;
- Service Boxes;
- Steel Hinged Hatches, Square and Rectangular; Steel Riser Rings;
- Trash receptacles;
- Tree Grates;
- Tree Guards;
- Trench Grates; and
- Valve Boxes, Covers and Risers.

20) What is 'structural steel'?

Structural steel is rolled flanged shapes, having at least one dimension of their cross-section three inches or greater, which are used in the construction of bridges, buildings, ships, railroad rolling stock, and for numerous other constructional purposes. Such shapes are designated as wide-flange shapes, standard I-beams, channels, angles, tees and zeos. Other shapes include H-piles, sheet piling, tie plates, cross ties, and those for other special purposes.

21) What is a 'construction material' for purposes of the AIS requirement?

Construction materials are those articles, materials, or supplies made primarily of iron and steel, that are permanently incorporated into the project, not including mechanical and/or electrical components, equipment and systems. Some of these products may overlap with what is also considered "structural steel". This includes, but is not limited to, the following products: wire rod, bar, angles, concrete reinforcing bar, wire, wire cloth, wire rope and cables, tubing, framing, joists, trusses, fasteners (i.e., nuts and bolts), welding rods, decking, grating, railings, stairs, access ramps, fire escapes, ladders, wall panels, dome structures, roofing, ductwork, surface drains, cable hanging systems, manhole steps, fencing and fence tubing, guardrails, doors, and stationary screens.

22) What is not considered a 'construction material' for purposes of the AIS requirement?

Mechanical and electrical components, equipment and systems are not considered construction materials. Mechanical equipment is typically that which has motorized parts and/or is powered by a motor. Electrical equipment is typically any machine powered by electricity and includes components that are part of the electrical distribution system. The following examples (including their appurtenances necessary for their intended use and operation) are NOT considered construction materials: pumps, motors, gear reducers, drives (including variable frequency drives

(VFDs)), electric/pneumatic/manual accessories used to operate valves (such as electric valve actuators), mixers, gates, motorized screens (such as traveling screens), blowers/aeration equipment, compressors, meters, sensors, controls and switches, supervisory control and data acquisition (SCADA), membrane bioreactor systems, membrane filtration systems, filters, clarifiers and clarifier mechanisms, rakes, grinders, disinfection systems, presses (including belt presses), conveyors, cranes, HVAC (excluding ductwork), water heaters, heat exchangers, generators, cabinetry and housings (such as electrical boxes/enclosures), lighting fixtures, electrical conduit, emergency life systems, metal office furniture, shelving, laboratory equipment, analytical instrumentation, and dewatering equipment.

23) If the iron or steel is produced in the US, may other steps in the manufacturing process take place outside of the US, such as assembly?

No. Production in the US of the iron or steel used in a listed product requires that all manufacturing processes must take place in the United States, except metallurgical processes involving refinement of steel additives.

24) What processes must occur in the US to be compliant with the AIS requirement for reinforced precast concrete?

While reinforced precast concrete may not be at least 50% iron or steel, in this particular case, the reinforcing bar and wire must be produced in the US and meet the same standards as for any other iron or steel product. Additionally, the casting of the concrete product must take place in the US. The cement and other raw materials used in concrete production are not required to be of domestic origin.

If the reinforced concrete is cast at the construction site, the reinforcing bar and wire are considered to be a construction material and must be produced in the US.

Certification and Compliance

The attached “Contractor’s American Iron and Steel Certification” must be executed and included in Envelope 1 of the bid package. Failure to complete the certification will result in Envelope 2 remaining sealed and the bid being returned. The contractor will supply to the loan recipient manufacturers’ certifications for each iron and steel item documenting/asserting that all manufacturing processes occurred in the United States. Such certifications will be submitted with shop drawings.

Waiver Process

The statute permits EPA to issue waivers for a case or category of cases where EPA finds (1) that applying these requirements would be inconsistent with the public interest; (2) iron and steel products are not produced in the US in sufficient and reasonably available quantities and of a satisfactory quality; or (3) inclusion of iron and steel products produced in the US will increase the cost of the overall project by more than 25 percent.

In order to implement the AIS requirements, EPA has developed an approach to allow for effective and efficient implementation of the waiver process to allow projects to proceed in a timely manner. The framework is described in the guidance document found at:

<https://www.epa.gov/cwsrf/american-iron-and-steel-requirement-waiver-process>

De Minimis Materials Waiver

The EPA has granted a nationwide waiver of the AIS requirements of the Consolidated Appropriations Act under the authority of Section 436(b)(1) (public interest waiver) for de minimis incidental components of eligible infrastructure projects. For many of these incidental components, the country of manufacture and the availability of alternatives is not always readily or reasonably identifiable prior to procurement in the normal course of business; for other incidental components, the country of manufacture may be known but the miscellaneous character in conjunction with the low cost, individually and (in total) as typically procured in bulk, mark them as properly incidental. Examples of incidental components could include small washers, screws, fasteners (i.e., nuts and bolts), miscellaneous wire, corner bead, ancillary tube, etc. Examples of items that are clearly not incidental include significant process fittings (i.e., tees, elbows, flanges, and brackets), distribution system fittings and valves, force main valves, pipes for sewer collection and/or water distribution, treatment and storage tanks, large structural support structures, etc.

Funds used for such de minimis incidental components cumulatively may comprise no more than a total of 5 percent of the total cost of the total materials used in and incorporated into a project; the cost of an individual item may not exceed 1 percent of the total cost of the total materials used in and incorporated into a project. Contractors who wish to use this waiver should determine the costs of all items installed or supplied for the project. The contractor must retain relevant documentation (i.e., invoices) for each of these items in their project files, and must summarize the items in monthly draw requests to the owner: the total cost of all materials, the total cost of “incidental” materials, and the calculations by which they determined the percentage of incidental products installed or supplied for the project. None of the products specifically listed as “Covered Iron and Steel Products” are incidental. None of the products identified in detail in the technical specifications are considered incidental.

Construction Contract Language

All contracts must have a clause requiring compliance with the AIS requirements of the Act. The following is an example of what could be included in all contracts in projects that use SRF funds. No claim regarding the legality of this clause with regard to federal, state or local laws is made.

The Contractor acknowledges to and for the benefit of __ (“Owner”) that it understands

the goods and services under this Agreement are being funded with monies made available by the Clean Water State Revolving Fund that have statutory requirements commonly known as "American Iron and Steel;" that requires all of the iron and steel products used in the project to be produced in the United States ("American Iron and Steel Requirement") including iron and steel products provided by the Contractor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Owner that (a) the Contractor has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Owner or the State. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Owner to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Owner resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Owner). While the Contractor has no direct contractual privity with the State, as a lender to the Owner for the funding of its project, the Owner and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.

CONTRACTOR’S

AMERICAN IRON AND STEEL CERTIFICATION

As the contractor for the Aquifer Storage and Recovery Well Drilling: Campus Oaks (Well 13) and Misty Wood (Well 19) project, I certify that I have read, understand and will comply with the “American Iron and Steel (AIS)” requirements of section 436 of P.L. 113-76, Consolidated Appropriations Act, 2014 (Act) that requires Clean Water State Revolving Loan Fund (CWSRF) and Drinking Water State Revolving Loan Fund (DWSRF) assistance recipients to use iron and steel products that are produced in the United States for projects for the construction, alteration, maintenance, or repair of a public water system or treatment works.

Name (Printed)

Company

Name (Signature)

Date

SECTION 2. GOVERNOR NEWSOM EXECUTIVE ORDER N-6-22 (EO)



April, 2022

RE: Contractor and Grantee Compliance with Economic Sanctions Imposed in Response to Russia's Actions in Ukraine

Dear Vendor:

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (EO) regarding sanctions in response to Russian aggression in Ukraine. The EO is located at <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>.

The EO directs all agencies and departments that are subject to the Governor's authority to take certain immediate steps, including notifying all contractors and grantees of their obligations to comply with existing economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law.

This correspondence serves as a notice under the EO that as a contractor or grantee, compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). Failure to comply may result in the termination of contracts or grants, as applicable.

Please note that for any agreements or grants valued at \$5 million or more you must report to the City of Roseville your compliance with economic sanctions including steps you have taken in response to Russia's actions in Ukraine, including, but not limited to, desisting from making new investments in, or engaging in financial transactions with, Russian entities, not transferring technology to Russia or Russian entities, and directly providing support to the government and people of Ukraine.

Sincerely,

DocuSigned by:
Shannon Wiest 4/25/2022
61215600A1B747E
Shannon Wiest
City of Roseville
Purchasing and Warehouse Manager

SPECIFICATIONS FOR CONSTRUCTION

**Specifications for the Construction of the City of Roseville
2022 Sewer Collection System CIPP Rehabilitation Project**

Prepared by



December 2022

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SECTION 10

SUMMARY OF WORK

PART 1 - GENERAL

1.01 LOCATION OF WORK

- A. The Work is located within the City of Roseville, in the areas shown on the Contract Drawings.

1.02 SCOPE OF WORK

- A. The Work to be performed under this contract shall consist of rehabilitating approximately 18,900 lineal feet of wastewater pipe segments ranging in diameter from 6- to 15- inches, using Ultraviolet Cured-In-Place-Pipe (UV CIPP) lining method. The Work also includes rehabilitating existing 4-inch service lateral connections using UV curable and resin impregnated flexible brim-style lateral seals. All Work performed shall be completed with trenchless technology. The Contractor shall furnish all labor, materials, equipment and incidentals required to construct specified section of the 2022 Sewer Collection System CIPP Rehabilitation Project (Project), in conformance to the most recent version of City of Roseville Design and Construction Standards and as specified for the Contract Documents.

1.03 ABBREVIATIONS AND REFERENCES

AASHTO	- The American Association of State Highway and Transportation Officials
ACI	- American Concrete Institute
ADA	- Americans with Disabilities Act
AGA	- American Gas Association
AISC	- American Institute of Steel Construction
AISI	- American Iron and Steel Institute
ANSI	- American National Standards Institute
API	- American Petroleum Institute
ASCE	- American Society of Civil Engineers
ASME	- American Society of Mechanical Engineers
ASTM	- American Society for Testing and Materials
AWPA	- American Wood Preservers Association
AWS	- American Welding Society

AWWA	- American Water Works Association
CAMUTCD	- California Manual on Uniform Traffic Control Devices
DIPRA	- Ductile Iron Pipe Research Association
Fed. Spec.	- Federal Specifications
IEEE	- Institute of Electrical and Electronic Engineers
NCPI	- National Clay Pipe Institute
NEMA	- National Electrical Manufacturers Association
NFPA	- National Fire Protection Association
OSHA	- Occupational Safety and Health Act
SSPC	- Steel Structures Painting Council

Where reference is made to a specification or standard by one of the above-mentioned or other associations, it is understood that the specification or standard in effect at the time of the bid opening shall apply.

1.04 CONSTRUCTION LAYOUT

- A. The Contractor shall furnish at its own expense all stakes, templates, platforms, ranges, gages, equipment, tools, materials, and all labor required in laying out any and all parts of the Work based on information within the Contract Drawings and the physical location of existing sewer manholes, cleanouts and other appurtenances.

1.05 WORK SITE

- A. The Contractor shall confine its operations within the limits of existing street rights-of-way or easements.
- B. The Contractor shall coordinate easement access with the City's Inspector prior to entry.
- C. In the event the Contractor finds it necessary to encroach onto adjoining private property, the Contractor shall make all necessary arrangements with the owner of the property for such encroachment. A copy of any written agreements entered into between Contractor and the property owner concerning encroachment onto private property shall be submitted prior to beginning any work on the property described in the agreement.

END OF SECTION

SECTION 20

MEASUREMENT AND PAYMENT

PART 1 - GENERAL

1.01 GENERAL

- A. All estimated quantities stipulated in the Schedule of Bid Items or other Contract Documents are approximate and are to be only used for the following purposes: (a) as a basis for estimating the probable cost of the Work, and (b) for comparison of the bids submitted for the Work. The actual amounts of work completed and materials furnished under unit price items may differ from the estimated quantities. The basis of payment for Work and materials will be the actual amount of Work completed and materials furnished. Contractor agrees to make no claim for damages, anticipated profits, or otherwise on account of any difference between the amounts of work actually completed and materials actually furnished and the estimated amounts therefore as long as the difference is within 25% (+ or -) of the stated quantities within the Schedule of Bid Items.
- B. Contractor shall take all measurements, if any, and compute all payment quantities (including, for lump sum items, all extensions and arithmetic calculations based on the accepted cost breakdown). The Engineer will verify and approve measurements and quantities.
- C. Additional Payment requirements are contained in Section 7, Acceptance and Payment, of the General Conditions.

1.02 UNITS OF MEASUREMENT

- A. Measurements shall be in accordance with United States Standard Measures.

1.03 UNIT PRICED ITEMS

- A. Materials and items of work which are to be paid for on the basis of measurement will be measured in accordance with the method stipulated in the particular sections involved. In determining quantities, all measurements shall be made in a horizontal plane

unless otherwise specified. Measurement of the completed work shall be in accordance with, and by instruments and devices calibrated to United States Standard Measures, and the units of measurement for payment, and the limit thereof, shall be made as shown on the Contract Drawings, Specifications, General Conditions, and Supplementary Conditions.

1.04 LUMP SUM ITEMS

- A. The quantities of work performed under lump sum bid items will not be measured except to evaluate percent complete for each lump sum bid item as determined by the Engineer to be necessary for the purpose of determining reasonable progress payments. Such measurement, as is determined to be necessary, shall be performed by the Contractor in accordance with Paragraph 1.03 of this Section, UNIT PRICED ITEMS.

PART 2 - DESCRIPTION OF BID ITEMS

2.01 GENERAL

- A. The bid amounts for each bid item will be used for comparative bid analysis. The bid amounts will also form the basis of progress payments. Each Lump Sum bid amount will undergo further breakdown as described later in this section. Bid items are not intended to be exclusive descriptions of work categories and the Contractor shall determine and include in its pricing all materials, labor, and equipment necessary to complete each bid item (work phase) as shown and specified.

2.02 BID ITEM 1 - Mobilization, DEMOBILIZATION, Bonds, Insurance, and Permits

- A. Measurement for payment of mobilization, demobilization, bonds, insurance and permits costs shall be on a lump sum basis. The cost shall not exceed **8 percent** of the total amount of the Grand Total Bid Price.
- B. Payment of the Lump Sum bid price shall be full compensation for all costs associated with initiating the Contract, exclusive of the cost of materials. Payment shall include compensation for all insurance, bonds, site preparation, photographs, furnishing of temporary

facilities, safety plans, submittals, permits (no fee required for City's permit) and in general the costs associated with establishing the Work on site to assure that it is proceeding in a continuous manner, including move out, repairs and restoration of all structures, and all other items in the jobsite that are damaged or altered as a result of the installation of the Work described in the Contract Documents, and final cleanup of job site after the Work is completed and accepted by the City.

2.03 BID ITEMS 2 through 5 – CIPP Liner

A. Measurement

1. Cured-In-Place Pipe (CIPP) of the size specified for each bid item in the Schedule of Bid Items will be measured in place on a linear foot basis. Measurement for payment does not signify that the line is accepted.
2. Measurement of pipelines will be along the horizontal centerline of the pipe to the inside face of structures.
3. Contractor shall determine the minimum tube length necessary to effectively span the designated run between manholes, unless otherwise specified. Contractor shall field verify the lengths in the field prior to curing, to insure that the tube will have sufficient length to extend the entire length of run.

B. Payment

1. Payment for furnishing and installing the CIPP liner will be made for the respective quantities as determined above at the unit price in the Schedule of Bid Items. This price and payment shall be full compensation for cleaning and preparing existing pipe (including Closed Circuit Television [CCTV] inspection and report that is to be submitted prior to installing the liner material), storing material, installing material, bypass pumping, removal and disposal of styrene and other hazardous air pollutant, inspection, CCTV inspection after installing liner, coordination required for Eletroscan inspection by the City, and all else incidental thereto, for which separate payment is not provided under other items in the Schedule of Bid Items.

2. Payment will be made only when the work has passed final Electrosan inspection, as well as acceptance of CIPP liner corresponding hardening documentation, field sample testing, and post-installation CCTV, in addition to the surrounding work area restored to original conditions. No proportional payment shall be made for pipe or other materials on the site but not yet installed and accepted.

2.04 BID ITEM 6 – Lateral Reinstatement

A. Measurement

1. Measurement for lateral connections will be on a per lateral basis for active laterals. Most service laterals will have a cleanout for access. Where a cleanout exist, Contractor shall reinstate the service lateral from outside the sewer main, which may require performing cleaning operations to thoroughly clear the lateral of debris or foreign material to allow for unobstructed deployment of reinstatement equipment. In the case where a cleanout cannot be located, the Contractor shall reinstate the service lateral from inside the sewer main. The Contractor can assume 10% of all service laterals will be missing a cleanout.

B. Payment

1. Payment for lateral reinstatements will be made for the number of “active” service laterals connected as determined above at the unit price bid per the Schedule of Bid Items. This price and payment shall be full compensation for all work necessary to reinstate the lateral and all else incidental thereto for which separate payment is not provided under other items.

2.05 BID ITEM 7 – Cut Lateral Protrusion

A. Measurement

1. Measurement for cutting existing intruding laterals will be on a lump sum basis.

B. Payment

1. Payment of the Lump Sum bid price shall be full compensation for all costs associated with the cutting of the intruding laterals. This price and payment shall be full compensation for all work necessary to cut and remove excess material from the lateral and all else incidental thereto for which separate payment is not provided under other items. No payments will be made without approval and acceptance of Work by the Engineer.

2.06 BID ITEMS 8 through 12 – Top Hat

A. Measurement

1. Top Hat of the size specified for each bid item in the Schedule of Bid Items will be measured on a per lateral installation basis. Measurement for payment does not signify that the Top Hat installed is accepted.

B. Payment

1. Payment for furnishing and installing brim-style lateral seal Top Hats will be made for the respective quantities as determined above at the unit price in the Schedule of Bid Items. This price and payment shall be full compensation for cleaning and preparing existing service lateral (including Closed Circuit Television [CCTV] inspection and report that is to be submitted prior to installing the Top Hat material), storing material, installing material, bypass pumping, removal and disposal of styrene and other hazardous air pollutant, inspection, CCTV inspection after installation, and all else incidental thereto, for which separate payment is not provided under other items in the Schedule of Bid Items.
2. Payment will be made only when the work has passed final inspections, which includes acceptance of Top Hat corresponding field sample testing, and post-installation CCTV, in addition to the surrounding work area restored to original conditions. No proportional payment shall be made for pipe or other materials on the site but not yet installed and accepted.

2.07 BID ITEMS 13 through 29 – Traffic Control

A. Measurement

1. Measurement for payment of traffic control including traffic control plans shall be on a lump sum basis by Area as defined by the Drawings. Traffic control payments shall be paid progressively, per work completed during each payment cycle. The payments shall be pro-rated based on the percent of work completed, including pipe completely lined and laterals reinstated per payment cycle.

B. Payment

1. Payment of the Lump Sum price bid shall be full compensation for all costs associated with traffic control for pedestrian, vehicular, and homeowner safety including traffic control plans, submitted to Public Works Engineering for review and approval.

2.08 BID ITEM 30 – Quality Assurance Field Sample and Testing CIPP Liner

A. Measurement

1. Measurement for the each required Quality Assurance Field Sample and Testing will be on a per sample basis.

B. Payment

1. Payment of the each bid price shall be full compensation for all costs associated with the additional material required to obtain the sample, the cutting, the shipping, the testing, and the reporting of the test results for each required sample. This price and payment shall be full compensation for all work necessary to provide required sample test result to the City. No payment will be made without verification of positive sample results by the Engineer. Payment will not be made for any sample that does not meet the specified requirements.

2.09 BID ITEM 31 – Quality Assurance Field Sample and Testing Top Hats

A. Measurement

1. Measurement for each required Quality Assurance Field Sample and Testing will be on a per sample basis. One (1) Top Hat, per manufactured batch (tracked by serial number), will require sample testing according to the manufacturer recommendations.

B. Payment

1. Payment of the each bid price shall be full compensation for all costs associated with the additional material required to obtain the sample, the cutting, the shipping, the testing, and the reporting of the test results for each required sample. This price and payment shall be full compensation for all work necessary to provide required sample test result to the City. No payment will be made without verification of positive sample results by the Engineer. Payment will not be made for any sample that does not meet the specified requirements.

END OF SECTION

SECTION 30

CONTROL OF WORK

PART 1 - GENERAL

1.01 GENERAL

- A. Additional Control of Work requirements are contained in Section 2, Control and Scope of the Work in the General Conditions.

1.02 MAINTENANCE OF TRAFFIC

- A. Contractor shall submit a traffic control plan (TCP) to the City of Roseville Public Works department (311 Vernon Street) at least three (3) weeks prior to commencing work within City streets. TCP shall conform to the most recent version of the California Manual on Uniform Traffic Control Devices (CAMUTCD).
- B. Unless permission to close a street is received in writing from the proper authority, place all equipment and material so that vehicular and pedestrian traffic may be maintained at all times. If the construction operations cause traffic hazards, repair the road surface, provide temporary ways, or take other measures for safety satisfactory to the Engineer.
- C. Where Work is within and/or immediately adjacent to any street, no materials may be stockpiled on the roadway.
- D. Detours around construction will be subject to the approval of the Engineer. Where detours are permitted, provide all necessary barricades and signs as required to divert the flow of traffic. Expedite construction operations while traffic is detoured. Periods when traffic is being detoured will be strictly controlled by the City. At least one lane of traffic in each direction shall be maintained within the street.
- E. Take precautions to prevent injury to the public due to open manholes or facilities. Night watchmen may be required where special hazards exist. Contractor shall be fully responsible for damage or injuries.

1.03 CARE AND PROTECTION OF PROPERTY

- A. Parking of vehicles and equipment or storage of material on unpaved surfaces under the dripline of trees shall not occur at any time.

1.04 EMERGENCY AND PRIVATE ACCESS

- A. Vehicle and pedestrian access to driveways, houses, and other properties along the streets, alleys, and easements within the limits of the Project shall be maintained. Access for emergency vehicles shall be available along all streets within the construction area at all times.
- B. The Contractor shall conduct its operations so as to offer the least possible obstruction and inconvenience to the general public and property owners.

1.05 PROTECTION OF EXISTING STRUCTURES AND UTILITIES

- A. Contractor shall assume full responsibility for the protection of all buildings, structures, and utilities, public or private, including but not limited to poles, signs, services to buildings, utilities in the street, gas pipes, water pipes, hydrants, valves, sewers, manholes, drains and electric and telephone cables, whether or not they are shown on the Contract Drawings. Immediately repair any damage resulting from the construction operations.
- B. Assistance will be given to the Contractor as requested in determining the location of existing services. Contractor shall maintain services to buildings and pay costs or charges resulting from damage thereto.
- C. Contractor shall notify all utility companies in writing at least 48 hours (excluding Saturdays, Sundays and Legal holidays) before excavating in any public way. Also notify Underground Services Alert (USA), telephone (800) 227-2600 at least 48 hours prior to start of work.

1.06 WATER FOR CONSTRUCTION PURPOSES

- A. In locations where public water supply is available, the Contractor may be allowed to use water after obtaining the appropriate permission, which may require obtaining a Hydrant Permit.

- B. The Contractor shall obtain a hydrant permit from the Environmental Utilities Department and pay the refundable deposit. The express approval of the Engineer shall be obtained before water is used. Waste of water shall be sufficient cause for withdrawing the privilege of unrestricted use.

1.07 MAINTENANCE OF FLOW

- A. Provide a temporary installation to ensure that the flow of sewers and laterals, drains and water courses interrupted during the progress of the Work are provided alternate flow/conveyance routes in accordance with Section 50, Maintenance of Flow in Existing Sewers. Contractor shall consider design of bypass system in development of TCPs. In some cases, Contractor may need to install temporary trench with trench plates for bypass piping if located within roadways as determine by the City.

1.08 CLOSED CIRCUIT TELEVISION (CCTV) INSPECTION

- A. Scope of Work
 - 1. The internal inspection of gravity lines by CCTV shall be required at all locations where CIPP lining is to be and has been installed, where new pipe has been installed, and where existing pipe is to be and has been repaired and/or replaced. This includes areas where point-repairs and lateral seal are to be and have been performed.

- 2. This Work shall consist of performing the following CCTV inspections for all Work:

Pre-Lining Cleaning and Inspection: This CCTV inspection shall be performed prior to the lining operations or other required Work after all the necessary corrections to the pipeline have been made and final cleaning has been completed. The Contractor shall thoroughly clean pipe segment using industry methods such as hydro-flushing or equal, prior to initial CCTV inspection. It shall be the responsibility of the Contractor to verify the host pipe material and diameter based on pre-lining CCTV inspection. It is also the responsibility of the Contractor to inform the Engineer about damaged connections in which lateral seals cannot be properly installed, and any pipe bends or other issues that will prevent proper installation of CCTV liners.

During Lining: The light train shall be equipped with a CCTV camera for visual inspection of the resin curing process.

Post-Lining Mainline Pipe: This CCTV inspection shall be performed in the same direction as the pre-lining CCTV after the pipeline has been lined, the laterals have been reinstated, manholes are restored, and all other mainline lining operations including cleanup have been completed.

Post-Lining Lateral Inspection: Contractor shall televise the installed lateral seals ensuring a full inspection both of the main line edges and the lateral line seal.

3. For all CCTV inspections, the Contractor shall inspect the sewer pipe interior using a color CCTV camera and document the inspection in digital MP4 format with audio location and date information, inspection title information, and hard copy inspection logs. All inspection documentation shall include the upstream and downstream access manhole number identification, length of pipe inspected, date of inspection, and pipe material. Contractor shall provide a list and photographs for each of the access manholes where the CCTV camera will be inserted. Where imperfections in the pipe occur, the Engineer will utilize the industry acceptance criteria provided by NASSCO (National Association of Sewer Service Companies) regarding the size and orientation of these defects to be included in their CCTV inspection report submittal and in order to discern if they can be deemed as commercially acceptable. If they are not deemed acceptable they must be brought into compliance with this standard.
4. All pipes shall be clean and free of standing water and debris from construction prior to CCTV inspection. During the CCTV inspection, the Contractor shall provide temporary dry condition in the sewer pipelines. Bypassing requirements are as provided in Section 50, Maintenance of Flow in Existing Sewers.
5. Contractor shall submit and maintain a copy of all inspection documentation (USB Flash Drive, databases, and logs) for the duration of the Work and warranty period.
6. The Contractor shall provide experienced personnel NASSCO certified and trained in identifying pipe size and material, locating bends, breaks, obstacles and service connections by CCTV. The interior of the pipelines shall be carefully inspected to determine the location of any condition

which may prevent the proper installation of the liner into the pipeline or laterals. It shall be verified in writing to the Engineer so that these conditions can be corrected.

B. Preliminary Submittals

1. The Contractor shall submit the following information for review at the Pre-Construction Meeting: An example of their CCTV inspection work consisting of two USB Flash Drive in MP4 format or approved equal of previous sewer inspection work complete with audio commentary and hardcopy inspection log(s). Samples shall be with the same camera and lighting equipment proposed for this work.
2. The Contractor shall be responsible for modifications to their equipment and/or inspection procedures to achieve report material of acceptable quality. No work shall commence prior to approval of the material by the Engineer. Once accepted, the report material shall serve as a standard for the remaining work.

Provide resume of experienced personnel that will be inspecting and documenting CCTV inspections. Include formal training including NASSCO Pipeline Assessment Certification Program Certification and prior experience for review and approval by the City. Work should not begin until the City has approved the CCTV personnel.

C. Submittals

1. The Contractor shall submit to the Engineer two (2) copies of unedited pre-installation inspection data (videos, inspection reports, etc., on USB flash drive) for every sewer main segment after cleaning and prior to lining prior to ordering of lining material. All inspections shall be recorded digitally and submitted in USB Flash Drive MP4 format or approved equal.
2. The Contractor shall submit to the Engineer, for acceptance and approval, two (2) copies of unedited post-installation inspection data (videos, inspection reports, etc., on USB flash drive) and associated curing reports for every sewer main segment within 10 working days of the liner installation. All inspections shall be recorded digitally and submitted in USB Flash Drive MP4 format or approved equal.

3. The Engineer will review the submitted material, not for accuracy of content, but to make sure that the required information is provided and the recording is of acceptable quality. If the Engineer determines that the CCTV is defective or not of adequate quality, the Contractor shall CCTV inspect again at the Contractor's expense.

D. CCTV Inspection Equipment

1. CCTV Camera(s) shall be intrinsically safe and shall be operative in 100 percent humidity conditions. The CCTV camera shall record in color digital MP4 format with audio or approved equal. Lighting intensity shall be remote controlled and shall be adjusted to minimize reflective glare. Lighting and camera quality shall provide a clear, in-focus picture of the entire inside periphery of the sewer pipeline. The camera shall have an articulated head and be adjustable for height in order to have the camera centered in the pipe being televised. The camera used shall have a lens system capable of turning in an angle equal to the angle of the lateral pipe, therefore ensuring a full inspection both of the main line edges and the lateral line seal. The camera shall have the capability of taking color still photos, and have pan and tilt capabilities.

E. USB Flash Drive

1. All CCTV inspection shall be recorded digital format or approved equal, DVD or VHS recording for transfer to digital will not be permitted. Two USB Flash Drives shall be submitted to the Engineer upon completion of the inspection. The audio portion of the recording shall be sufficiently free from electrical interference and background noise to provide complete intelligibility of the oral report. If the Engineer determines that the recording is defective or not of adequate quality, the Contractor shall perform the CCTV inspection again at the Contractor's expense.

F. Footage Counter

1. A footage counter device, which measures the distance traveled by the camera in the sewer, shall be accurate to plus or minus 2 feet in 1,000 feet. This counter shall be displayed on the recorded image at all times while inspecting pipe.

G. Titling

1. Equipment shall include geotagging capabilities to the extent that computer generated data, (i.e., footage, date, size, address and location, provided City mainline identification, etc.) as determined by the City, can be overlaid onto the image on the television monitor and permanently recorded on the inspection video.

H. Inspection Methods

1. The Contractor shall record on the titling at the start of the inspection video, the street location, upstream and downstream manhole number identifications from the Contract Documents, date, and time of the inspection.
2. The Development Services Inspector (or the Engineer) shall be present at all video inspections and have access to observe the CCTV monitor at all times.
3. The system of cabling employed to transport the camera and transmit its signal shall not obstruct the camera's view.
4. It shall be the Contractor's responsibility to locate and retrieve any non-functional, failed and/or stuck CCTV equipment at their expense.

I. Inspection Direction and Rate

1. The camera shall be driven or pulled through the sewer in either direction, but all inspections at each location shall be in the same direction. Maximum rate of travel shall be 30 feet per minute when recording.

J. Image Perspective

1. The camera image shall be down the center axis of the pipe when the camera is in motion. The Contractor will be required to provide a 360-degree view of the pipe interior. Direct views of points of interest shall also be recorded and shall include, but not be limited to, lateral connections, defects in the new pipe (including, but not limited to, bumps, folds, tears, dimples, etc.).

K. Quality Control Review

1. The Engineer will review the inspection video and logs to ensure compliance with the requirements listed in this section and the other Contract Documents.

2. If the sewer line is not adequately cleaned or dewatered making the visual inspection inadequate in the opinion of the Engineer, the Contractor shall clean the pipe by hydro-flushing, bypass of flow and re-inspect by CCTV at the Contractor's expense.
3. Existing defects which may affect the integrity or strength of the pipe in the opinion of the Engineer will be repaired or the pipe replaced by City staff and re-inspected by CCTV for Engineer's review and approval at the Contractor's expense.

1.09 Electro Scanning Surveys

A. Scope of Work

1. Acceptance testing of all repairs, relining, and renewal, will be performed using electro scanning surveys by the City. The inspection by the City will consist of pre- and post-lining installation surveys.
2. Once each segment that has been rehabilitated and is ready for electro scanning inspection, Contractor is responsible for contacting the Engineer for testing. The City is responsible for conducting the Electroscan tests for which the contractor bears no expense.
3. The City will be responsible for filling the pipes full with water for the pre- and post-lining installation surveys to ensure the probe can achieve a full 360-degree scan on the pipe wall.
4. Contractor is responsible to correct unacceptable defects identified by the Engineer.

B. Electro Scanning Survey Method

1. The electro scanning inspection test will be conducted by the City on one hundred percent (100%) of the total linear footage of mainline pipe, including a pre- and post-lining inspection survey, with results available to the Contractor within three business days of the test completion.
2. The electro scanning inspection testing will be conducted in accordance with the manufacturer's recommended practices, and in accordance with the *Operations and Maintenance of Wastewater Collection Systems, Volume 1*, Seventh Edition, 2016, ISBN 978-1-59371-066-8 and ASTM

F2550-13, Standard Practice for Locating Leaks in Sewer Pipes by Measuring the Variation of Electric Current Flow through the Pipe Wall.

3. The surveys will be performed within the following testing parameters:
 - a. Pipe will be fully charged with water by the City's crew at the location of the probe to ensure a full 360-degree scan of the pipe wall.
 - b. Total Current readings will be a MINIMUM of 2800mA when probe is in a concrete manhole when starting the scan, and will not drop below 1000 mA after entering the lined pipe.
 - c. Speed will not exceed 40 feet per minute.

C. Determination of Defects and Acceptability

1. The following limits shall be used to determine the significance of detected defects:
 - a. Defect current below the "Small Threshold" (<100 mA) are considered acceptable, however, areas where low current is detected for long stretches of pipe may require further investigation by the Contractor at no cost to City.
 - b. Defect current above the "Small Threshold" >100 mA, will be initially considered "unacceptable defects." Unacceptable defects need to be further investigated by the Contractor and reviewed. If the defect is deemed unacceptable, the entire pipe segment shall be removed and replaced with a new pipe segment at no cost to the City.
 - c. If lateral connection rehabilitation is not required, the Contractor will not be held liable for any defect current detected at the lateral. If lateral connections exists, the City recommends laterals be sealed prior to electro scanning inspection.
2. All pipes with defects above the "Small Threshold" shall be retested after Contractor has addressed the defect at no additional cost to City.

3. CIPP installations shall be considered acceptable when no defect current are detected above the “Small Threshold” level, contingent upon other requirements of this section and other Contract Documents being met.

1.10 CLEANING OF THE SEWER LINES

Because of the age and possible condition of the sewer lines, the Contractor shall exercise extreme caution when cleaning the sewers.

A. Requirements

1. The Contractor shall clean the sewers specified for CCTV inspection, electroscan inspection, and rehabilitation. Remove all debris, roots, and grease accumulations to the specifications of the CIPP lining manufacturer and to the satisfaction of the Engineer. All materials dislodged during cleaning shall be removed from the sewer and disposed of by the Contractor. Sewer cleaning methods may include, but not be limited to, high pressure hydraulic cleaning. Contractor shall not wash, flush or discharge any debris from the sewer cleaning operation downstream of the setup point of cleaning operations.
2. During all cleaning cycles or other related work that requires the Contractor to operate a vactor within the sewer pipe (including cleaning of all the pipe segments after restoring services), all service clean-out caps shall be removed (opened). The cost associated with cap removal shall be the Contractor’s sole responsibility and shall be included in the cost the Contractor bids for cleaning and lining the pipe. The City will not allow separate work claims to be filed by the Contractor for removing and replacing caps.
3. The maximum allowable vactor pressure the Contractor intends to use should be communicated to the City (for approval), prior to the Contractor commencing with the cleaning operation.
4. CCTV inspection is required following cleaning operations to confirm debris and/or grease removal. If, during the CCTV inspection, the sewers and manholes are not, in the opinion of the Engineer, adequately cleaned, the CCTV inspection

shall stop and the areas in question shall be cleaned, or re-cleaned and re-CCTVed by the Contractor at their expense.

B. Major Blockage

1. A major blockage shall be defined as an obstruction within the sewer, which cannot be removed by cleaning with commercially available hydraulic or mechanical cleaning equipment. If a major blockage is discovered during cleaning, Contractor shall submit a proposed method for major blockage removal to the Engineer for approval.
 - a. Hydraulic and Mechanical Cleaning
 - i. All hydraulic cleaning equipment shall be truck mounted. Water jet cleaning equipment shall include a water tank, auxiliary engine, pumps, and hydraulically driven hose reel. The Contractor shall provide a minimum of 600 feet of high-pressure hose and a selection of high velocity nozzles, each having a minimum flow capacity of 60 gallons per minute at working pressures of 1000 to 1500 pounds per square inch. Pressure to the nozzle shall be regulated by a relief valve adjustable from 1 to 1500 psi. Nozzles shall be capable of producing a jet stream angle of 15 to 45 degrees from the horizontal. The Contractor shall also provide a high velocity gun with sufficient discharge and pressure to thoroughly clean manhole interiors.
 - ii. Sewer pigs and tires, which are propelled by water, shall be readily collapsible at any time during the cleaning operations to protect against flooding of the sewer lines. The Contractor shall provide pigs in sizes consistent with the pipe diameters encountered. Each pig shall have a flexible scraper at its periphery to ensure the total removal of grease. Sewer pigs, which are not readily collapsible, are prohibited.
 - iii. Mechanically powered equipment such as bucket machines shall be provided in pairs and shall be belt-driven or employ an overload device. Power rodding machines shall be a

"continuous rod" type capable of rodding distances of up to 1000 feet in one setup. Rodding machines shall have the ability to spin the rod either clockwise or counterclockwise and be able to be pushed straight out or pulled back without rotating the machine. It shall be capable of pulling pipe-size swabs or brushes back through the sewer for cleaning and flushing purposes. The rodding machine shall have a positive drive and shall be capable of producing a 2000-pound pull. The rod shall be specifically designed for use with the rodding machine.

b. Root Removal

- i. The Contractor shall employ sewer cleaning equipment to cut all roots encountered back to the pipe surface.

c. Debris Removal

- i. The Contractor shall provide suitable equipment to remove all debris dislodged during cleaning operations from the nearest downstream manhole. Equipment or methods, which require a member or members of the Contractor's crew to physically excavate debris from within the manhole, is prohibited. All debris shall be promptly removed from the sewer from the nearest manhole and shall be disposed of off-site in a lawful manner at a location approved by the Engineer. Hauling containers shall be watertight. The City's Dry Creek Wastewater Treatment Plant located at 1800 Booth Road in Roseville is available for disposal of debris. Arrangements shall be made with City staff.

PART 2 - MATERIALS

Not Used

PART 3 - EXECUTION

- A. The Contractor shall at all times conduct their Work so as to prevent any blockage and minimize surcharging in the sewer manholes and connecting sewer pipelines. Damage to existing facilities as a result of the Contractor's work shall be promptly repaired in kind at the Contractor's expense. It shall be the Contractor's responsibility to locate and retrieve any lost or broken cleaning equipment at their expense. Any damage resulting in or repairs required from lost or broken equipment shall be at the Contractor's expense.
- B. The Contractor shall select the most effective cleaning method using current industry standards and according to the prevailing site condition.
- C. During cleaning operations, the Contractor shall provide a means of catching and removing the dislodged debris and/or any resin (from the liner installation process, the cutting process and cleaning operations) conveyed downstream with the sewer flow. The method chosen shall not allow the transport of debris to downstream and adjacent sewer reaches.
- D. Re-cleaning. Where the sewer is not adequately cleaned as determined by the Engineer through pre-lining CCTV inspection review, Contractor shall remove all equipment or materials from the sewer, re-clean and re-CCTV the sewer at no additional expense to the City.

END OF SECTION

SECTION 40

SPECIAL PROVISIONS

PART 1 - GENERAL

1.01 CONSTRUCTION SEQUENCE

- A. Contractor to complete all Work in any one Area before starting any other portion of the Work.

1.02 GENERAL OBLIGATIONS OF THE CONTRACTOR

- A. General obligations of the Contractor shall be as set forth in the Contract Documents.

1.03 SITE INVESTIGATION

- A. The Contractor is responsible to verify existing conditions within the Work area, the type of equipment required to perform the Work. Any failure of the Contractor to acquaint itself with the available information will not relieve the Contractor from the responsibility for estimating properly the difficulty or cost of successfully performing the Work. The Engineer assumes no responsibility for any conclusions or interpretation made by the Contractor on the basis of the information made available by the Engineer.

1.04 COORDINATION WITH LOCAL AGENCIES

- A. Contractor shall supply the Local Police Department, Fire Department, School Departments, and the Public Works Department with the following information:
 - 1. A list of streets and intersections where work will be in progress to be supplied at intervals as required by the Engineer.
 - 2. Areas where approved detours are in effect, if any.
- B. Reimburse the City for the actual cost of the services of City's personnel required during other than regular working hours.

1.05 PUBLIC UTILITIES

- A. Contractor shall notify Underground Services Alert (USA), telephone (800) 227-2600 at least 48 hours before digging, trenching, blasting, demolishing, boring, backfilling, grading, landscaping or other earth moving operations in any public ways, rights of way and easements.

1.06 PROGRESS SCHEDULE

- A. Contractor shall submit a progress schedule before starting any Work, in accordance with 6-1.04 of the General Conditions.

1.07 PERMITS

- A. Contractor shall obtain all necessary permits required for proper execution of the Work. Contractor shall fill out all forms and furnish all documentation required to obtain the permits. A copy of each permit shall be submitted. The cost of fees for permits issued by the City of Roseville will be waived. Work shall not commence on any phase of the Work requiring a permit until the permit is obtained.
- B. Obtain required encroachment permits for excavations within streets or sidewalk areas.
- C. Obtain required potable or recycled water hydrant permit for construction water purposes. A refundable deposit is required due to Contractor responsibility to cover all costs associated with damages and/or lost equipment as specified in the terms of each program.
- D. For all work performed within a riparian area dedicated by the California Department of Fish & Wildlife, the Contractor shall work in accordance to the Avoidance and Minimization Measures of the City's Streambed Alteration Agreement For Routine Maintenance (Notification No. 1600-2016-0099-R2) as set forth in the Contract Documents.

END OF SECTION

SECTION 50

MAINTENANCE OF FLOW IN EXISTING SEWERS

SECTION 1. GENERAL

1.01 SCOPE OF WORK

- A. The Work covered by this Section consists of furnishing all labor, supervision, tools, equipment, appliances, and materials to perform all operations in connection with pumping of wastewater and wet weather flows around pipe segment(s) when bypass pumping is required. The purpose of bypass pumping is to prevent sewage overflows and provide reliable sewer service to the users of the sanitary sewer at all times. The Contractor shall maintain sewage flow in the construction area in order to prevent back-up and/or overflow into upstream pipe segments and laterals, adjacent ditches, storm drains, and waterways.
- B. Bypass pumping is the installation and operation of bulkheads, plugs, hoses, piping, temporary manholes and sumps, and pumps to maintain wastewater flow and prevent backup and overflow. Bypass pumping provides continuous sewer service to the users of the sanitary sewer system while maintenance or construction operations are in progress by diverting flow when necessary around the construction location and pumping it to a downstream manhole
- C. Protections:
 - 1. All bypass flows shall be discharged as approved by the Engineer. No bypassing to the ground surface, receiving waters, storm drains, or bypassing which results in soil or groundwater contamination or any potential health hazards shall be permitted.
 - 2. All pumps, generators, and other equipment shall be placed on new plastic tarps to protect against gasoline, oil, and hydraulic fluid spills.
 - 3. Bypass pumping shall be done by the Contractor in such manner as will not damage public or private property or create a nuisance or health menace.
- D. Contractor's Responsibilities:
 - 1. Sanitary sewer mains shall remain in service at all times throughout the duration of the Work. Contractor shall be

responsible for diverting flow away from the limits of construction through the use of bypass pumping with prior approval by the Engineer.

2. Contractor shall maintain pedestrian and vehicular traffic and comply with ADA regulations for access to all residential and commercial property unless written approval is otherwise obtained from the property owner allowing for reduced access.
3. Contractor shall repair, without cost to the City and/or private property owner, any damage that may result from their negligence, inadequate or improper installation, maintenance and operation of bypassing system, including mechanical or electrical failures.
4. Contractor shall be responsible for immediate cleanup should any spill occur, regardless of amount and reimburse the City for any litigation fee or fine resulting from sanitary sewer overflow.

1.02 FLOW CONDITIONS

- B. The Engineer has determined current (approximate) peak wet weather flows for the pipe segments to be rehabilitated. The flow data is listed on within the Drawings. The City is not responsible for any deviations in quantity of sewage flow at any time during the construction period.

1.03 BYPASS PUMPING SYSTEM DESIGN CRITERIA

- C. Design a system of pumps and piping operating on site to maintain a minimum 50% over capacity of the peak wet weather flow. All piping, joints, and accessories shall be designed to withstand at least twice the shutoff head of the pump.
- D. Contractor shall have a standby pump, equal in capacity to the largest pump in the system, piped, plumbed and ready for operation. Standby pumps shall be fueled and operational at all times.
- E. The Contractor shall maintain onsite a sufficient number of valves, tees, elbows, connections, tools, sewer plugs, piping, hoses and other parts of system hardware to ensure immediate repair or modification of any part of the system as necessary.
- F. Discharge manifolds are acceptable.

- G. Intake manifolds are not acceptable. Use separate intakes for each pump with debris control. Provide adequate intake line spacing (center to center) to avoid vortexing.
- H. Provide a float switch, battery operated high level alarm with notification to cell phones and warning light.
- I. Provide redundant air release valves.
- J. Provide enough fuel to sustain an 8-hour bypass.
- K. Provide odor control as required.
- L. Engines shall be equipped with mufflers and/or plywood/Styrofoam noise panels enclosing the engines to meet maximum noise requirements.

1.04 SUBMITTALS

- A. Submittals shall comply with the requirements in the Contract Documents.
- B. The Contractor shall submit a written plan and drawings for the design, implementation and sequencing of bypass pumping for review and approval of the Engineer. A plan for each line segment(s) around which flows are being bypassed is required. The plan shall include but not be limited to details of the following:
 - 1. Project information including the project name and location (from plan cover sheet).
 - 2. Contact information for general contractor/submitting entity. Company name, contact person (24 hours per day), phone number(s), and fax number(s) shall be included.
 - 3. Staffing plan.
 - 4. Sufficient detail to show the location, number and size of pumps; the number, location, size and type of hoses and/or rigid piping; and the location of the downstream discharge. Any special features including lighting where pipes or hoses cross roadways, drainage features, temporary trenches, support bridges, etc. Temporary manholes, sumps, and connections required for bypass pumping.
 - 5. Staging areas for pumps including a schematic showing the arrangement and layout of the pumping and bypassing facilities at various stages in the Work.
 - 6. Sewer plugging method and types of plugs.

7. Proposed plan for disruption of sewer service laterals.
 8. Calculations for selection of bypass pump(s) and pipe size(s) based on wastewater flows, including static lift, friction losses, and flow velocity, and pump curves showing pump operating range.
 9. Length, size, material, location, elevation and method of installation of suction/discharge, temporary manholes, or temporary sumps (if required).
 10. Pump manufacturer, model, sizes, capacity, and number of each size to be on site and power requirements.
 11. Standby power generator size and location.
 12. Downstream discharge plan, including method of covering manhole opening and securing manhole from the public.
 13. Method of protecting discharge manholes or structures from erosion and damage.
 14. Thrust and restraint block sizes and locations.
 15. Sections showing suction and discharge pipe depth, embedment, select fill and special backfill.
 16. Proposed noise control and exhaust control plans for pumping equipment.
 17. Any temporary pipe supports and anchoring required.
 18. Schedule for installation of and maintenance of bypass pumping lines.
- C. Approval of submitted plans for sewer connection and temporary rerouting shall in no way relieve the Contractor of their responsibility for the protection of adjacent properties, downstream drainage systems and water tributaries against sewage spill.

SECTION 2. PRODUCTS

2.01 EQUIPMENT AND MATERIALS

- A. Internal and/or external bypass pumping operations shall use 100% leak-proof pipe such as yellow mine or HDPE with positive restrained joints. Discharge hose will only be allowed in short sections and by specific permission of the Engineer. Lay-flat type hoses are prohibited.
- B. All pumps shall be fully automatic and solids handling, self-priming or submersible pumps in good working order with a working pressure gauge on the discharge. Self-priming pumps shall not require the use of foot-valves or vacuum pumps in the priming system. All pumps used must be constructed to allow dry running for long periods of

time to accommodate the cyclical nature of effluent flows. The Contractor shall provide the necessary start/stop controls for each pump. A back- up pump of the same capacity as the primary pump shall be maintained on site at all times to be used in the event that the primary pump fails. No wastewater shall be allowed to drain or stand in earthen sump pits.

- C. The Contractor shall be required to demonstrate that the pumping system is in good working order and is sufficiently sized to successfully handle flows by performing a test run approved by the Engineer prior to beginning the Work. All discharge piping shall pass an air test of 3.5 psi for a minimum of 60 seconds.
- D. The Contractor shall be required to have all materials, equipment, and labor necessary to complete the repair or replacement on the job site prior to isolating the wastewater manhole and beginning bypass pumping operations.

SECTION 3. EXECUTION

3.01 CONSTRUCTION METHODS

- A. Maintain sewage flow to prevent backup or overflow onto streets, yards and unpaved areas or into buildings, adjacent ditches, storm drains, and waterways. The Contractor shall take all necessary steps to prevent flooding of public or private property. Maintaining flow inside the existing pipe during rehabilitation operations is preferred.
- B. It is the sole responsibility of the Contractor to locate and identify all existing sewer lines and services and to provide any and all labor, material, equipment, techniques, and methods to bypass pump as necessary for his construction methods and to monitor the effectiveness of this installed system and its effect on adjacent facilities.
- C. Any time the bypass pump(s) are operating, an experienced operator shall be on site to monitor the operation: adjust pump speed, valves, etc.; maintain and make minor repairs to the system; and report problems.
- D. Pumps must be inspected daily for ragging. Discharge piping must be inspected daily for ragging.

- E. Where work requires bypassing beyond working hours, the Contractor shall operate bypass pumping and man the system for twenty-four (24) hours per day.
- F. Spill protection and secondary containment is required for the temporary flow management system (including piping and pumps). This shall include diapers at all pipe joints.
- G. Pumps shall be sound attenuated to produce no more than 70 decibels at a distance of 20 feet.
- H. Temporary plugs used for bypass pumping shall be reinforced with secondary plugs in the event that the primary plug is compromised. Plugs shall be redundantly tethered to ensure that they are not lost in the wastewater collector system. Deviations from these requirements will be reviewed by the Engineer.
- I. Plugs shall be properly maintained and fully operational during all bypass pumping activities.
- J. Contractor is responsible for retrieving any bypass pumping equipment, including temporary plugs that enter the wastewater system.
- K. Contractor shall ensure that no damage will be caused to private property as a result of bypass pumping operations. Access to adjacent properties shall be maintained at all times. Ramps, steel plates, or other methods shall be employed by the Contractor to facilitate traffic over surface piping. High traffic commercial properties may require alternate methods.
- L. Protect equipment and piping from vandalism and vehicular damage.
- M. Contractor shall complete the Work as quickly as possible and satisfactorily pass all tests, inspections, and repair all deficiencies prior to discontinuing bypass pumping operations and returning flow to the sewer manhole or line segment.
- N. The Contractor will monitor levels to ensure the system does not surcharge above allowable levels.
- O. During bypass pumping, do not allow sewage to be leaked, dumped, or spilled in or onto any area outside of the existing sanitary sewer system.

- P. In the event of accidental spill or overflow, immediately stop the discharge and take action to clean up and disinfect the spill. Promptly notify the City so that required reporting can be made to the appropriate regulatory agency.
- Q. In the event of accidental spill or overflow, the Contractor is responsible for any damages that may have occurred to public or private property including cleaning, disinfection, and other corrections to the satisfaction of the Engineer at no cost to the City.
- R. Contractor shall not intentionally damage, alter, or remove portions of the existing sewer system structures for the purpose of installing a bypass pumping system without specific approval from the Engineer or Inspector. If a structure is damaged, it shall be reconstructed or replaced to the satisfaction of the Engineer at no additional cost to the City.
- S. The Contractor shall be responsible for any and all damage that results directly or indirectly from the interference of storm water runoff to bypassing equipment, piping, and/or appurtenances.
- T. When bypass pumping operations are complete, prior to breaking down bypass ramps and/or hard piping, all pumps and piping shall be drained into the sanitary sewer prior, flushed with clean water until all discharge is clear. Once flushed, hard piping shall be pigged using air to remove water.
- U. After the work has been completed, flow shall be restored to normal.

3.02 CONTRACTOR'S RESPONSIBILITIES REGARDING SANITARY SEWER OVERFLOWS

- A. The Contractor shall ensure that raw sewage will not spill on the ground or into any bodies of water, channels, creeks, or conduits of conveyance of storm water during the performance of this work. The Contractor is responsible for any sewer discharge to the surface due to failure of any component of the bypass pumping system, including but not limited to pumps, pipes, hoses, instrumentation, and power loss. Prior to removal of the bypass pumping pipe, the Contractor shall empty all sewage into the sewer system
- B. The Contractor shall be responsible for and shall indemnify and hold the City harmless for any sanitary sewer overflow occurring as the result of the work performed.

- C. The Contractor is responsible for and shall indemnify and hold the Owner harmless for any sanitary sewer discharge to the environment due to a failure in the equipment and/or bypassing operation.
- D. In the event of a sanitary sewer overflow, the Contractor shall contact the City's representative immediately. If there is a sanitary sewer discharge to the environment due to a failure in the equipment and/or bypassing operation, the Contractor shall reimburse the City all costs related in any way to compliance with laws, regulatory requirements, and/or court orders and decrees associated with the overflow or discharge event. The costs include but not limited to water quality monitoring, signage, cleanup, fines, legal fees, claims and reporting.
 - 1. In the event that the peak flows during the bypass pumping operation exceed the projected peak flow figures previously provided by the City and a sanitary sewer overflow event occurs when the Contractor's equipment is operating correctly, the Contractor will not be held liable for the sanitary sewer overflow or discharge.

3.03 SCHEDULING

- A. Service to laterals may be disrupted for a period of no more than 8 hours. Laterals within residential areas may only be out of service between the hours of 8:00 am and 5:00 pm, Monday through Friday. Laterals within business areas shall be addressed on a case by case basis. If Contractor feels that it is necessary to disrupt lateral services for a period longer than 8 hours, Contractor shall provide alternate means of service without disrupting use of the service by the owner/resident.
- B. The Contractor shall submit a written bypass plan and drawings for review and approval of the Engineer at least 21 days before installation of the bypass system.
- C. The Contractor must coordinate maintenance of existing flow with the City and obtain approval of Work associated with maintaining existing flow from the City at least one week prior to the implementation of bypass operations.
- D. The Contractor shall notify the Engineer 48 hours prior to commencing or shutting down any approved bypassing pumping operations.

- E. The Contractor shall perform leakage and pressure tests of the bypass pumping discharge piping using clean water prior to actual operation. The pressure shall comply with these specifications. The Engineer will be given 24 hour notice prior to testing.
- F. The bypassing system shall not be shut down between shifts, on holidays or weekends, or during work stoppages without written permission from the Engineer.
- G. Contractor or Subcontractor responsible for bypass pumping shall have a representative on site whose only duty is to maintain and monitor the bypass pumping system until the bypassing of that specific pipeline is no longer required.
- H. The Contractor shall report any bypass pumping activities not included in the submitted plan to the Engineer prior to proceeding with these activities.
- I. The Contractor shall cease bypass pumping operations when directed by the Engineer.

END OF SECTION

SECTION 100

SITE PREPARATION

PART 1 - GENERAL

1.01 SCOPE OF WORK

- A. Contractor shall furnish all labor, materials and equipment required and perform all site preparation to provide access to the manholes and cleanouts to complete the Work as shown on the Drawings and as specified herein.
- B. Contractor shall obtain all permits required for site preparation work prior to proceeding with the Work.
- C. Full compensation for furnishing all labor, materials, tools, equipment, incidentals and permits, and for doing all Work involved in this section shall be considered as included in the prices paid for various contract items of Work; therefore, no additional compensation will be allowed.

END OF SECTION

SECTION: 220

FIBERGLASS/ULTRAVIOLET LIGHT CURED-IN-PLACE PIPE (UV CIPP)

PART 1 - GENERAL

1.01 SCOPE OF WORK

- A. This section covers the work necessary to furnish and install, complete and place, glass fiber reinforced flexible liner cured-in-place pipe and brim-style lateral seal (Top Hat) with ultraviolet light (UV CIPP) for the rehabilitation of 6 to 15-inch diameter wastewater pipe mainline segments and 4 to 6-inch diameter laterals installed using "Trenchless Technology", i.e., no excavation or surface restoration is necessary for this Work.
- B. The Contractor shall furnish all labor, equipment, incidentals, and materials necessary to complete the lining of sanitary sewers as specified herein and as shown on the Drawings in conformance to the most recent version and amendments of City of Roseville Design and Construction Standards and as specified in the Contract Documents.
- C. The Work includes the review of preparation of the construction site, cleaning, flushing and pre-lining inspection (CCTV) of pipes and manholes, bypass pumping of sewage flows in mains and service laterals, protection of existing facilities, installation of CIPP lining, CCTV inspection prior to curing, UV curing of CIPP liner, styrene and hazardous gas removal, pipe sealing and finish work at manholes, reinstatement of service connections, cleaning of pipe segments after restoring services, quality control required testing, post-lining CCTV inspection, protection of the site and personnel during the life of the Contract, installation of warning lights and barricades, traffic control, dust control and maintenance of detours, cleanup of the work site, repair or replacement of any damaged surfaces such as paving, seeding, sodding and graveling, and coordination with the City's electro scan survey.
- D. It is the intent of this specification to provide for the reconstruction of sanitary sewer mains by the installation of a resin-impregnated, glass fiber reinforced flexible liner that is pulled into the original pipeline/conduit and expanded to fit tightly against said pipeline/conduit by air pressure into the existing gravity sewer line. The liner shall be cured with ultraviolet (UV) light and the finished UV CIPP shall be such that when the resin cures, the total wall thickness shall be a homogeneous and monolithic fiberglass and resin composite matrix chemically resistant to withstand internal exposure to municipal wastewater. When formed, the liner shall extend over the length of the pipe between manholes in a continuous, tight fitting,

watertight pipe-within-a-pipe. The UV CIPP liner shall be designed assuming a fully deteriorated pipe.

- E. Refer to the Proposal Section in the Project Manual for Superintendent's Minimum Training and Experience/Qualification requirements.

1.02 REFERENCED STANDARDS

The following standards are incorporated into this technical specification by reference. In case of conflict between the requirements of this section and those of the listed documents, the more stringent requirement shall prevail.

- A. American Society for Testing and Materials (ASTM)

ASTM F2019:	Standard Practice for Rehabilitation of Existing Pipelines and Conduits by the Pulled in Place Installation of Glass Reinforced Plastic (GRP) Cured-in-Place Thermosetting Resin Pipe (CIPP)
ASTM F1216:	Standard Practice for Rehabilitation of Existing Pipelines and Conduits by the Inversion and Curing of a Resin-Impregnated Tube
ASTM F1743:	Standard Practice for Rehabilitation of Existing Pipelines and Conduits by Pulled-in-Place Installation of Cured-in-Place Thermosetting Resin Pipe (CIPP)
ASTM D5813:	Standard Specification for Cured-in Place Thermosetting Resin Sewer Piping Systems
ASTM D543:	Standard Practices for Evaluating the Resistance of Plastics to Chemical Reagents and Testing Method of Plastics to Chemical Reagents
ASTM D578:	Standard specifications for Glass Fiber Strands
ASTM D638:	Standard Test Method for Tensile Properties of Plastics
ASTM D790:	Standard Test Methods for Flexural Properties of Unreinforced and Reinforced Plastics and Electrical Insulating Materials
ASTM D1600:	Abbreviations of Terms Relating to Plastics

ASTM D2990: Standard Test Methods for Tensile, Compressive, and Flexural Creep and Creep-Rupture of Plastics

ASTM C581: Standard Practice for Determining Chemical Resistance of Thermosetting Resins Used in Glass Fiber Reinforced Structures, Intended for Liquid Service

B. International Standards Organization (ISO)

ISO 11296-4: Plastics Piping Systems for renovation of underground non- pressure drainage and sewerage networks – Part 4; Lining with Cured-in-Place Pipes

ISO 178: Plastics - Determination of Flexural Properties

ISO 899-2: Plastics – Determination of Creep Behavior

ISO 7685: Glass Reinforced Thermosetting Plastics (GRP) Pipes – Determination of Initial Specific Ring Stiffness

1.03 QUALITY ASSURANCE

- A. Work performed under this section shall conform to the Contract Documents and shall comply with all standards, rules and regulations, laws and ordinances of the City and all other authorities having jurisdiction, as amended. That which is necessary to make the Work comply with the above requirements shall be provided without additional cost to the City.
- B. A pre-liner shall be added during manufacturing to protect the resin from contact with water.
- C. The finished UV CIPP liner shall be continuous over the entire length of run between two manholes and shall be free from visual defects and other acceptance requirements included in paragraph 3.18 of this section. The finished liner shall meet or exceed the requirements of Section 2.02-Liner Design Criteria of this specification.
- D. The Contractor shall keep a log (on-site) and shall document curing scheduling and UV exposure during the installation of the pipe liner. The Contractor shall submit this information to the City's Engineer.
- E. The Contractor shall televise the installed liner before curing of the liner and after existing services have been reconnected and manhole work has been completed per the CCTV Inspection requirements in Section 30. The Contractor shall repair all damages or other items not meeting the

Acceptance Requirements under paragraph 3.18 of this section that are identified at its own expense.

- F. In addition to CCTV inspections, this Project includes quality control inspections by the City with the use of Electro Scanning Surveys as described in Section 30.
- G. Refer to paragraph 3.18 in this section for acceptance requirements.

1.04 SUBMITTALS

- A. In addition to the experience and certification requirements submitted for the Superintendent with the bid, the Contractor's staff experience shall meet as a minimum the following requirements and shall be submitted prior to the start of construction. A least one of the submitted and approved staff members for each category below shall be onsite doing the Work at all times. The inability to document such experience may be grounds for rejecting the Contractor's proposed staff:
 - 1. Installer(s): At least one (1) person other than the Superintendent shall have a minimum experience of installation of at least 5,000 LF of 6-inch or greater CIPP in the last three (3) years.
 - 2. Lateral Cutter Technician(s): A minimum project experience of reinstating at least 150 laterals in the last three (3) years.
- B. Before any pipe rehabilitation products are delivered to the job site, the Contractor shall submit to the Engineer a complete list of all material proposed to be submitted, furnished and installed. The Contractor shall not permit the commencing of the fabrication of the UV CIPP tubes for this Project or any sewer lining component to be brought onto the job site until it has been approved via submittal response by the Engineer. The following information shall be submitted:
 - 1. UV CIPP System Manufacturer's certification that the materials to be used on the project meet the appropriate qualifications-based requirements of ASTM D5813 for the type of UV CIPP System proposed. Included in this certification package shall be the Manufacturer's recommendations for the shipping, storage and handling of all the components of the UV CIPP System throughout the construction process; as well as the Manufacturer's recommended UV-light intensity level(s) and exposure times for the initiator chemistry used and the internal pressure(s) to be used throughout the various phases of the installation process. Manufacturer must be ISO 9001 certified.

2. UV CIPP System Manufacturer's product specific data for the resin and initiator chemistry system, including:
 - a. Resin trade name with formulation specific numbering.
 - b. Resin Infrared Spectrographic documentation.
 - c. Resin physical properties testing documentation; Short-term (Initial) Flexural Strength and the Short-term (Initial) and Time Dependent Flexural Modulus obtained in accordance with the appropriate ASTM Standard for the UV CIPP product being installed.
 - d. Safety Data Sheets (SDSs) for all hazardous chemicals used or expected to be on-site.
3. UV CIPP System Manufacturer's product specific data for the glass fiber tube for this Project; including the maximum allowable pulling force that will not damage the tube or compromise the physical properties of the finished UV CIPP.
 - a. Tube trade name with fabrication specific numbering.
 - b. Finished UV CIPP physical properties testing documentation (results of the qualification-based testing) using the resin system above with the proposed tube construction: Short-term (Initial) Flexural Strength and the Short-term (Initial) and Time Dependent Flexural Modulus in accordance with the appropriate ASTM or ISO standard.
4. System Manufacturer's UV CIPP product specific qualification-based testing to further verify the in-ground performance requirements.
 - a. Strain Corrosion Resistance testing documentation using the submitted resin system for any UV CIPP product proposed that incorporates a fiber-reinforced tube construction; having a demonstrated minimum retention factor for the design life requirements contained later herein.
 - b. Chemical Corrosion Resistance testing documentation per paragraphs 6.4.1 and 6.4.2 of the ASTM standard D5813 for all types of UV CIPP construction.
5. Manufacturer's product specific information on the pre-liner or outer polymeric membrane (film) designed to encapsulate the resin system in the tube and provide for a water-tight, styrene emission abatement barrier on this Project. Also included shall be specific information on the inner polymeric membrane, whether permanent or temporary, that is designed for the UV CIPP System's

installation process which should be designed to provide for the abatement of any styrene gas, volatile organic compounds (VOCs), and hazardous air pollutants (HAP) emissions during the transportation and installation process.

6. Manufacturer's product specific data and instructions for all end sealing materials and grout to be used at the manholes. Material shall be shown in the product literature to be compatible with (or formulated for) the environmental service conditions of the manhole/pipe being lined and capable of serving for the design life of the UV CIPP liner installed.
7. Contractor's satisfactory written certification of compliance with the manufacturer's standards for all materials and conformance with the methods of the manufacturer and ASTM requirements.
8. Design calculations for the reach specific wall thickness designs in accordance with accepted engineering design methodologies for the pipe geometry of the pipe structure. Calculations shall be completed and sealed by an engineer with a demonstrated proficiency in the design of UV CIPP (i.e. close-fit un-bonded liners) and licensed in California. Calculations shall follow the UV CIPP Design Criteria described later herein. Favorable review of the design calculation by the Engineer is required prior to liner manufacturing.
9. Test data for third party, long term Flexural Creep Modulus in accordance with ASTM D2990 and this section.
10. Project Work Plan including:
 - a. Work sequence and schedule duration for all required Work.
 - b. Listing and layout of equipment to be used on site.
 - c. Designated storage location that will protect the liner from pre-mature curing prior to installation.
 - d. Odor control plan that will ensure that project specific odors will be minimized at the project site and surrounding area.
 - e. Detailed method for addressing field sampling requirements, including location and size of each sample, method of removal, and method of liner repair.
 - f. Detailed method for addressing resin and catalyst mixing, sampling and quality assurance testing requirements

during the wet-out process.

- g. The method and equipment used to reinstate connecting sewers.
- h. Manhole connection details including how the liner/manhole connection will be sealed.
- i. Emergency Plan that includes the following and shall be kept on site during the entire duration of active UV CIPP installation:
 - j. The procedures that will be followed in event of a health and safety emergency, pump failure, sewer overflows, service backups, and sewage spillage.
 - k. Addresses the dangers associated with sewer rehabilitation work.
 - l. Identifies the on-site designated Health and Safety Officer.
 - m. List of the rehabilitation equipment that shall be inspected on daily basis.
 - n. Description of proposed methods and equipment to be used to repair unacceptable UV CIPP defects and for removing failed UV CIPP. These shall be as developed by the UV CIPP System manufacturer to ensure that the required service life of the UV CIPP will still be achieved after the repair(s) is/are made. These repairs shall not be implemented without approval of the Engineer.
 - o. The Emergency Plan shall also include availability and accessibility of backup equipment such as air compressors, light train components, and lateral cutters.
- 11. Shop drawings which detail short and long term properties (providing all supporting test data) of all component materials and construction.
- 12. Inspection log of existing pipe inside diameters for liner fit.

C. The Contractor shall submit the following within an Area Work Plan at least 21 days prior to starting Work in each Area:

- 1. Contractor's UV CIPP installation site plan including site layout, field verified reach lengths, equipment location, access points, termination points for each reach, and method of UV CIPP insertion (e.g. pulled-in-place).
- 2. List of identified insertion manholes and inspection logs for each manhole.
- 3. Preliminary CCTV video inspection per Section 30.

4. Specific Traffic Control Plans and Detailed Bypass Plan by Area per Section 30 and Section 50.
- D. The Contractor shall submit to the City's Engineer the following information for each UV CIPP reach within seven (7) calendar days of installation of the UV CIPP:
1. Hardening Documentation (Curing Logs): This documentation shall be in the form of a log of the light intensity(s) and length of exposure time as the light train moves along the length of the subject reach of pipe. This log shall also be imprinted with the air pressure maintained inside of the liner during the hardening process. The data shall be recorded in a digital format that is tamper proofed per this section and Section 30.
- E. The Contractor shall submit the following information prior to Final Acceptance:
1. Documentation demonstrating that the required quality control plan for each reach of UV CIPP installed was properly executed. Include documentation from pre, during, and post installation CCTV Inspections.
 2. Documentation of the test results from the Quality Assurance samples taken of the installed UV CIPP demonstrating compliance with the Manufacturer's stated Short-term Flexural Strength and Flexural Modulus; and with the minimum finished wall thickness of 3 mm.
 3. Documentation of any corrective actions that were taken to address any defects and/or cosmetic blemishes to the UV CIPP that was required of the Contractor following the UV CIPP System Manufacturer's recommendations and as approved by the Engineer.
 4. Warranty per paragraph 1.07 of this section.

1.05 PRODUCT HANDLING

- A. Protection: The Contractor shall use all means necessary to protect sewer lining materials before, during and after installation and to protect the installed work and materials. In the event of damage, immediately make all repairs and/or replacements necessary to the approval of the Engineer, at no additional cost to the City.

1.06 EXISTING SEWER SYSTEM

- A. Active Sewers: The Contractor shall maintain in operating condition all active sanitary sewers encountered in the sewer lining installation.
- B. Connections to Existing Sewers and Manholes: The Contractor shall make all required connections to existing sewers and manholes and carry out such work in accordance with these Contract Documents. Extreme care to prevent debris from entering into existing sewers to be lined shall be exercised.

1.07 WARRANTY

- A. The Contractor shall warrant all work to be free from defects in workmanship and materials for a period of one (1) year from the date of final acceptance of all Work by City Council.
- B. During the warranty period, any defects which will affect the integrity or strength of the UV CIPP, collect solids, reduce hydraulic flow capabilities, or reduce CCTV or cleaning access of the lined collection pipes shall be repaired at the Contractor's expense in a manner mutually agreed upon by the City and the Contractor.

PART 2 - PRODUCT REQUIREMENTS

2.01 PRODUCTS

The liner pipe material shall be designed for use in gravity sanitary sewers and shall be in conformance with all applicable sections of ASTM F2019 specifications. Materials and procedures used in the UV CIPP rehabilitation process shall be equal to or exceed the manufacturer's standards. The CIPP design shall assume no bonding to the original pipe wall. The hydraulic profile shall be maintained as large as possible. The pipe liner shall have at a minimum the full flow capacity of the original pipe before rehabilitation. Calculated capacities may be derived using a commonly accepted roughness coefficient for the existing pipe material taking into consideration its age and condition.

- A. UV CIPP Tube
 - 1. The UV CIPP tube shall consist of one or more layers of glass fiber reinforced materials capable of carrying resin, withstanding installation pressures and curing temperatures. The UV CIPP tube should be compatible with the resin system to be used on this Project. The material should be able to stretch to fit minor irregular pipe sections.

2. The UV CIPP tube should be fabricated under controlled conditions to a size that, when installed, will tightly fit the internal circumference and the length of the original conduit. The tube shall have sufficient strength to bridge missing pipe sections, with the use of a reinforcing cloth sleeve if necessary and have a minimum service life of 50 years.
3. Contractor shall verify the lengths in the field before cutting the UV CIPP tube to length. Continuous individual liners can be made over one or more manhole to manhole sections. The Contractor shall measure the inside diameter of the existing pipe in the field so that the liner can be lined in a tight fitted condition.
4. The UV CIPP tube shall be uniform in thickness and when subjected to the manufacturer's recommended installation pressures shall meet or exceed the designed wall thickness.
5. Interior and exterior layers shall be styrene barriers, as well as protect and contain the resin used in the liner.
6. A protective layer shall be installed on the exterior of the liner to prevent liner damage during the installation process and block external UV light penetration causing the liner to cure prematurely. It shall be robust enough to survive the rigors of the sliding of the tube into its final position in the pipe to be renewed.
7. The liner shall be constructed of with an inner layer material capable of giving the exposed inside surface a resin rich layer.
8. The wall color of the interior pipe surface of UV CIPP after installation shall be a light reflective color so that a clear detailed examination with CCTV inspection may be made. The inner wall of the liner shall be light blue, light green, light red (vitrified clay color), or natural. Other colors are not acceptable including but not limited to white, yellow, black, blue, and light purple. The tube shall be marked for distance at regular intervals along its entire length. Such markings shall include the manufacturer's name or identifying symbol.
9. The interior wall of the finished UV CIPP shall be compatible with the resin system used, translucent enough that the resin is clearly visible, and shall be firmly bonded to the glass fibers or other material when it is to become a permanent part of the finished UV CIPP. It shall also be formulated to create an impermeable barrier or membrane against the leaching of any volatile components of

the resin system such as styrene, VOCs, and HAP prior to resin hardening taking place.

10. The tube shall be saturated with the appropriate resin using a vacuum-assisted resin bath to allow for the lowest possible amount of air entrapment.
11. The fiberglass within the liner shall be a non-corrosive material and shall be free from tears, holes, cuts, foreign materials and other surface defects and subject to inspection by the City. Its glass fibers must extend in a longitudinal direction to ensure minimal longitudinal stretching during the pull-in process.
12. The tube shall have an allowance for the required circumferential and longitudinal stretching during installation.
13. The finished liner shall fit tightly and neatly against the existing pipe walls. The liner shall be fabricated from materials which, when cured, will be suitable for continuous service in sewerage environments, external exposure to soil bacteria, and chemical attack which may be due to materials in the surrounding ground or sewage within.
14. At time of manufacture, each lot of UV CIPP tube shall be inspected and certified to be free of defects.

B. Resin

1. The resin used shall be compatible with the rehabilitation process used, and designed for a wastewater environment. The resin shall be able to cure in the presence or absence of water.
2. The resin used to impregnate the liner shall produce a cured liner pipe resistant to shrinkage, corrosion, abrasion and shall have a proven resistance to municipal wastewater.
3. The resin shall be a chemically resistant, UV cured resin that when properly cured meets the minimum requirements given herein or those that are to be utilized in the design of the UV CIPP System for this Project. When combined with the UV CIPP tube, the resin system shall provide a UV CIPP that complies with the chemical resistance requirements specified in ASTM F2019, Section 5.2.6. The chemical resistance tests shall be completed in accordance with ASTM D543.

4. When combined with the UV CIPP tube, the resin system shall provide a UV CIPP that meets the structural requirements of ASTM F2019, the minimum physical properties specified in this section paragraph 2.02.E below and those properties which are to be utilized in the design of the lining system for this Project.
5. Resins may contain pigments, dyes, or colors that do not interfere with visual inspection of the resin-impregnated UV CIPP or its required properties.
6. The impregnation equipment shall contain devices to secure a proper distribution of resin.
7. Following impregnation, the fabric liner shall be exposed to a resin thickening procedure.

C. End Seals

1. Preformed Hydrophilic Gasket - The ends of the installed CIPP entering and exiting the manholes or other access structures shall be sealed with a preformed neoprene rubber gasket material that possesses significant expansive properties that are activated by the presence of any water at the host pipe-CIPP interface to provide for a watertight seal. Hydrophilic caulks, hydraulic cements and quick-set cement products are not acceptable for this application. Acceptable materials shall be those products that have a demonstrated performance for the environmental service conditions of the host pipe, and are capable of undergoing alternate wet and dry ground conditions without deleterious effects.
2. Resin Epoxy Mixture – A resin epoxy mixture that is recommended by the liner manufacturer, is compatible with the liner/resin system and that can help to provide a watertight seal shall be available on-site if needed in combination with the hydrophilic gasket. Hydraulic cements and quick-set cement products are not acceptable. Acceptable materials shall be approved epoxy type products that will bond, not crack, dry up, slough off, or shrink over time, and provide a smooth transition at the manhole invert and sidewalls.
3. The end sealing material shall be compatible with the pipe liner pipe and shall provide a watertight seal.
4. The grout applied shall have non-shrink characteristics.

D. Top Hats (Brim-Style Lateral Seals)

1. The cured insert shall consist of materials chemically resistant to domestic sewage.
2. Fiberglass materials shall be corrosion resistant E-glass (ECR-glass). The fiber glass material shall be factory impregnated with Polyester resin, and in its pre-impregnated state delivered to the job site in sealed bags.
3. When the laminate is mounted on the applicator; Epoxy resins or other proprietary products shall be used to secure a permanent bond between the laminate and liner and the existing lateral pipe.
4. The laminate shall be constructed with sufficient flexibility, ensuring complete lateral conformity to the main pipe in angles ranging from 45 and 90 degrees.
5. The laminates shall be 100% saturated with resin and have sufficient thickness to ensure a watertight seal.
6. The laminate shall be fabricated to fit the specific size of the lateral pipe.

2.02 LINER DESIGN CRITERIA

- A. Each UV CIPP shall be designed to withstand internal and/or external loads as dictated by the site and pipe conditions. Unless specified differently in the Contract Documents, the design thickness of the UV CIPP shall be derived using the standard engineering methodology as found in ASTM F1216, Appendix X1, but in no case shall be less than 3 mm. The thickness should be increased in 0.5-mm increments as necessary to meet ASTM F1216/F2019 design formula. The thickness calculations, signed and sealed by a registered professional engineer, shall be submitted to the City prior to UV CIPP installation.
- B. The layers of the finished UV CIPP shall be uniformly bonded. It shall not be possible to separate any two layers with a probe or point of a knife blade so that the layers separate cleanly or such that the knife blade moves freely between the layers. If separation of the layers occurs during testing of the field samples, new samples will be cut. Any reoccurrence may be cause for rejection of the Work.
- C. The Enhancement Factor 'K' to be used in the UV CIPP design shall be assigned a value of 7. All existing pipes shall be considered fully deteriorated.

- D. Long-term testing in general accordance with ASTM D2990 must have been performed for flexural creep of the UV CIPP pipe material to be installed. This is a performance test of the materials (UV CIPP tube and resin) and general workmanship of the installation and curing as defined within the relevant ASTM standard. Such testing results are to be used to determine the long-term, time dependent flexural modulus to be utilized in the product design. A percentage of the instantaneous flexural modulus value (as measured by ASTM D790 testing) shall be used in design calculations for external buckling. The percentage, or the long-term creep retention value utilized, shall be verified by this testing. Retention values exceeding 50% of the short-term test results shall not be applied unless substantiated by qualified third party test data to the City's satisfaction. The materials supplied shall be of a quality equal to or better than the materials used in the long-term test with respect to the initial flexural modulus used in the UV CIPP design.
- E. The UV CIPP and Top Hats shall meet the following minimum strength requirements:

FIBERGLASS SYSTEM CURED BY UV: MINIMUM PHYSICAL PROPERTIES			
STRUCTURAL / MECHANICAL PROPERTY	ASTM TEST METHOD	ASTM MINIMUM SHORT TERM VALUE	ASTM MINIMUM LONG TERM VALUE
Flexural Strength	D790	6,500 psi.	
Flexural Modulus	D790	725,000 psi.	362,500 psi.
Tensile Strength	D638	9,000 psi.	

- F. The required UV CIPP wall thickness shall be based at a minimum on the physical properties paragraph 2.02.E. of this section shown above and in accordance with ASTM F2019 and the design equations in the Appendix X1 of ASTM F1216, but no less than 3 mm with the following design parameter considerations:

DESIGN PARAMETER	VALUE
Design Safety Factor (typically used value)	2.0
Retention Factor for Long-Term Flexural Modulus to be used in Design (or as determined by long-term tests described in Section 2.02.D and approved by the City)	50% max

DESIGN PARAMETER	VALUE
Ovality* (calculated from (X1.1 of ASTM F1216)	% ⁽¹⁾
Enhancement Factor, K	7.0
Groundwater Depth (above invert of pipe)	feet ⁽¹⁾
Soil Depth (above crown of pipe)	feet
Soil Modulus	psi ⁽¹⁾
Soil Density	lb/ft ³ ⁽¹⁾
Live Load	e.g. H-20 Highway
Design Condition (partially or fully deteriorated)*	*
* Design conditions of pipeline shall be assumed as fully deteriorated (See ASTM F1216 Appendix X1). The City will be sole judge as to pipe conditions and parameters utilized in design.	
(1) In the absence of other information and to ensure uniformity in bidding, the following assumptions shall be used: ovality = 2% groundwater depth at half depth to invert; soil modulus = 1000 psi; soil density = 120 lb/ft ³ .	

PART 3 - EXECUTION

3.01 GENERAL

- A. This section is intended to provide the Contractor with general guidance on the methods to be used to install the sewer pipe using the deformed and reformed pipe liner method, the UV CIPP liner method, and the Top Hat CIP fiberglass lateral seal method. Nothing contained herein shall relieve the Contractor from completing the pipe rehabilitation in the most feasible, efficient and safe manner, using required materials to meet the existing pipe lines and grades and to the requirements of the Contract Documents.

3.02 REVIEW EXISTING CONDITIONS

- A. Review Existing Conditions
 - 1. Prior to ordering, fabrication, or the commencement of lining any pipes, the Contractor shall perform a site review, pre-cleaning and pre-lining inspection of the pipes and access manholes to verify existing field conditions.

B. Line Obstruction

1. It shall be the responsibility of the Contractor to clear the line of obstructions or collapsed pipe that will prevent the insertion of the linear or CCTV camera. If inspection reveals an obstruction that cannot be removed by conventional sewer cleaning equipment, then the Contractor shall immediately notify the City's Engineer. The Contractor may be asked to make a point repair excavation to uncover and remove or repair the obstruction as extra work, or this work may be performed by City Staff. The Contractor shall not proceed with any extra work without written direction from the City's Engineer.

C. Discrepancies

1. In the event of discrepancy from what is included the Contract Documents, the Contractor shall immediately notify the Engineer.
2. The Contractor shall not proceed with the installation in areas of discrepancy until all such discrepancies have been fully resolved with the City or City's Engineer.

3.03 FIELD MEASUREMENTS

- A. The Contractor shall make all necessary measurements in the field to ensure precise fit of items in accordance with the Contract Documents.

3.04 INSPECTION OF PIPE LINER

- A. No pipe shall be lined without proper notification of the Engineer. Each pipe liner shall be subject to inspection by the City, immediately prior to installation. Defective liner will be rejected and replaced at the Contractor's expense.

3.05 PREPARATION

The following installation procedures shall be adhered to unless otherwise approved by the Engineer.

- A. Safety

Contractor shall complete all Work in strict accordance with all applicable current OSHA standards and manufacturer's safety requirements. It shall be the Contractor's responsibility to comply with OSHA Standards and Regulations pertaining to all aspects of the Work. Particular attention is

drawn to those safety requirements working with hazardous/combustible materials, scaffolding and entering confined spaces.

1. Persons near CIPP installation sites have reported odors and illness symptoms (i.e., nausea, headache, vomiting, difficulty breathing, eye and nasal irritation, etc.). The recommendation is that person at or near CIPP sites minimize dermal and inhalation exposures, monitor emissions, use appropriate personal protective equipment, and capture emissions and confirm this by monitoring.

B. Off-set Joints

1. Off-set joints greater than 0.5-inches shall be ground to provide a smooth transition. Mechanical grinding equipment suitable for use on the existing pipe shall be used to grind off-set joints. After grinding operations have been performed, the pipe shall be thoroughly cleaned of debris. A recorded inspection of the repaired location shall be performed and submitted to the Engineer for review on a USB Flash Drive.

C. Intruding Taps

1. Intruding taps or services shall be trimmed flush with the inside of the main sewer wall. Mechanical grinding equipment suitable for use on the existing pipe shall be used. Trimming shall not cause damage to the lateral or service beyond the inside face of the main sewer.
2. After grinding operations have been performed, the pipe shall be thoroughly cleaned of debris. A recorded inspection of the repaired location shall be performed and submitted to the Engineer for review on a USB Flash Drive.

D. Sewer Bypassing and Dewatering

1. Contractor shall be responsible for bypassing sewer flow around their Work and dewatering of sewer lines in accordance with Section 50.

3.06 EQUIPMENT

- A. All equipment specified shall be in good working condition and manufactured or fabricated to withstand the severity of the Work.
- B. A CCTV camera shall be located on the ultraviolet light train assembly.

- C. The Contractor shall provide a minimum of two (2) complete, functional cutters for lateral reinstatement plus spare key components on the jobsite at all times.

3.07 PROTECTION OF EXISTING UTILITIES

- A. The Contractor shall protect the manholes to withstand forces generated by equipment, water or air pressure used while inserting the liner.
- B. The Contractor shall be fully responsible for any damages to existing utilities caused by the Contractor's operations.

3.08 PUBLIC NOTIFICATION

The Contractor shall make every effort to maintain service usage throughout the duration of the Project. In the event that a service will be out of service, the maximum amount of time of "no service" shall be 8 hours for any property served by the sewer. A public notification program shall be implemented, and shall as a minimum, require the Contractor to be responsible for contacting each home or business connected to the sanitary sewer and informing them of the Work to be conducted, and when the sewer will be off-line. The Contractor shall also provide the following:

- A. Written notice to be delivered to each home or business 48 hours prior to the beginning of Work being conducted in the Area, and a local telephone number of the Contractor they can call to discuss the Project or any problems which could arise. The notice shall be submitted to the Engineer for approval.
- B. Personal contact with any home or business, as well as the City Engineer, which cannot be reconnected within the time stated in the written notice.

3.09 DELIVERY, STORAGE AND HANDLING:

- A. Contractor shall protect, store, and handle materials during transportation and delivery, while stored on-site, and during installation following manufacturer's recommendations.
- B. The resin impregnated UV CIPP liner shall be maintained at a proper temperature and protected from sunlight in facilities to prevent premature curing at all times prior to installation. Any UV CIPP showing evidence of premature curing shall be rejected for use and will be removed from the site immediately. The use of promoters must be pre-approved by the City.

- C. If any part of the UV CIPP material becomes damaged before or during insertion, it shall be repaired or replaced at the Contractor's expense before the Work may proceed.

3.10 INSTALLATION

- A. Contractor shall be an approved licensed installer of the UV CIPP liner system.
- B. The liner shall be installed through the existing manholes, in accordance with the manufacturer's recommendations and procedures and Contract Document requirements. The CIPP liner shall be continuous over the entire length between manholes and cleanouts, and be as free from visual defects. The pipe liner shall be finished at the manholes wall to allow for a water tight seal.
- C. UV CIPP installation shall be in accordance with ASTM F2019, Section 6.2, and the following:
 - 1. Liner protection: Prior to inserting the liner, and if required based on the condition of the host pipe surface, a plastic sheet at least 10 mils thick (0.254 mm) shall be pulled into the host pipe to protect the liner from damage as the liner is pulled in.
 - 2. Liner Insertion: The liner shall be pulled-in through an existing manhole or approved access point and shall fully extend to the next designated manhole or termination point. The pulling speed and pressures shall not exceed manufacturer's recommended limits. Care shall be exercised not to damage the liner during the pulling phase.
 - 3. Liner Inflation: The liner shall then be inflated with air and sufficient pressure to hold the liner tight to the host pipe wall.
 - 4. Reinforcing cloth sleeves capable of withstanding installation air pressures shall be used on exposed liner outside the host pipe to prevent over expansion and damage to liner.
 - 5. Liner Inspection: After insertion and inflation, the Contractor shall inspect the entire length of liner prior to commencement of the curing process. Contractor shall use the CCTV camera located on the ultraviolet light assembly to enable the video inspection of the liner and to ensure that the liner has been properly inflated and any liner problems can be identified before curing begins.

3.11 CURING

UV CIPP and Top Hat curing shall be in accordance with applicable ASTM F2019, Section 6.7, with the following modifications:

- A. The ultraviolet curing lamps shall operate in a sufficient frequency range to ensure the curing of the resin. The speed of the light train system shall be in accordance with the manufacturer's recommendation.
- B. The Contractor shall submit a documented record of time, rate of travel of the ultraviolet light assembly, and internal temperatures and pressures during the curing process to the Engineer.
- C. The Contractor shall take precautions to minimize the release of styrene gas, VOCs, and HAP generated during the setup and UV CIPP lining process, and prevent such odors from entering structures, businesses, or other types of establishments, through service connections or other plumbing fixtures.
- D. For resin not encapsulated in the tube, the capture and disposal of any process water or condensate resulting from the installation and flushing of the CIPP is required.
- E. Styrene air emissions shall comply with Federal, State and District requirements.

3.12 FINISH WORK AT MANHOLES

- A. Where the UV CIPP is installed through an intermediate manhole uninterrupted, the invert shall be maintained smooth through the manhole, with approximately the bottom half of the UV CIPP continuous through the manhole. The invert of the manhole shall be shaped and grouted as necessary to support the liner. The cost of this Work shall be included in the UV CIPP unit price.
- B. Finishing at Ends:
 - 1. Final trimming of the UV CIPP at any manhole/access point shall be done in such a manner as to provide a long-term mechanical connection between the UV CIPP and the host pipe.
 - 2. The seal between the UV CIPP and the host pipe at manhole shall be water-tight for the stated service life (50 years) of the UV CIPP installation using the preformed hydrophilic gasket. No water shall be able to migrate between the UV CIPP and the host pipe.

3. If the hydrophilic gasket fails to make a water tight seal, the Contractor shall apply a resin mixture that provides a watertight seal.
4. If the UV CIPP terminates on either side of a manhole, the invert through shall be built up to remove any flow restrictions and to form a continuous invert through the manhole.
5. The cost for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all Work involved in providing a water tight seal between the liner and the manhole shall be considered as included in the contract prices paid for sanitary sewer main pipe liner installation and no additional compensation will be allowed.

3.13 REINSTATE LATERALS AND SERVICES

- A. Accurate location of the lateral and service connections shall be made by inspection of the pre-installation video. Contractor shall determine the location of all sewer service connections in the field by CCTV inspection prior to lining of the sewer.
- B. After the UV CIPP has been installed and fully cured, all existing active lateral sewers and services shall be reinstated unless otherwise indicated by the City. The reinstatement of laterals shall be done without excavation unless otherwise specified by the Engineer. Laterals shall be located for reinstatement from the cleanout unless an existing cleanout does not exist. Reinstatements shall be performed from the lateral or a lateral deployable drill to locate the lateral for reinstatement from inside the main for all laterals with existing cleanouts. For laterals without cleanouts, the Contractor shall locate the lateral based on CCTV and/or physical staking. For the sites where cleanouts cannot be located, the Contractor shall reinstate the service laterals from inside the sewer main.
- C. A remote cutting tool shall reopen all existing active service connections in each length of sewer by cutting a hole matching the shape of the service connection. A fully restored service connection shall exhibit a nearly full-geometry hole, free from burrs or projections and with a smooth and crack-free edge. The hole shall be 95 percent minimum and 100 percent maximum of the original service connection opening. The invert of the service connection shall match the bottom of the reinstated service opening and shall produce no interruption of the flow from the lateral.
- D. Coupons of pipe material resulting from service tap cutting shall be collected at the next manhole downstream of the pipe rehabilitation

operation prior to leaving the site. Coupons shall not be allowed to pass through the system.

- E. Contractor may use “brushing” as a technique to smooth edges of reinstated lateral openings.
- F. The Contractor shall re-open any service lateral that does not meet these requirements as evidenced by the post-rehabilitation inspections at no additional cost to the City.
- G. If sewer and/ or service connection is damaged during the restatement and trimming operation, the Contractor shall repair the damage. Any repair shall be approved by the City prior to beginning repair work.

3.14 INSTALLATION AND CURING OF TOP HATS (BRIM-STYLE LATERAL SEALS)

- A. Contractor shall be an approved licensed installer of the service lateral connections sealing system.
- B. Preparation:
 - 1. Deposits on the pipe wall in the lateral pipe shall be removed. The removal shall reach at least 12 inches into the lateral from the main pipe to allow the lateral bladder’s inflation.
 - 2. Following the mainline lining, the lateral shall be opened 100% so there is no flow restriction between the lateral and rehabilitated sewer main. Overcuts cannot exceed one inch from the edge of the lateral.
 - 3. Prior to installation of the lateral seal, the area in and around the lateral shall be checked for debris from the cutting operation or debris left in the lateral from the time of blockage. Where such debris are found, initial cleaning of the area by high pressure hydraulic cleaning is required.
- C. Installation:
 - 1. Bypassing: The Contractor shall be responsible for bypassing of sewage as needed during lateral seal installation per Section 50.
 - 2. Protection: Sheltered in a covered area, protected from UV-light radiation, the laminate shall be removed from its packaging and placed on the prepared applicator.

3. The edges of the laminate shall next be coated with an additional suitable bonding agent to ensure a seal between the laminate, the mainline liner, and the lateral pipe.
4. Sufficient air pressure shall be supplied to tightly press the laminate up against the mainline and lateral.
5. When sufficient air pressure is reached, the UV-light curing system shall be activated from the time recommended by the manufacturer to complete a successful cure.
6. When cured, the liner tube shall extend a minimum of 6 inches into the service lateral forming a continuous, one-piece, tight-fitting, corrosion-resistant and verifiable non-leaking lateral connection liner.

3.15 CUTTING OF EXISTING PROTRUDING CIPP LINED SERVICE

- A. In locations shown on the Drawings, Contractor shall cut existing CIPP lined service within an existing lined CIPP sewer main. The intruding service shall be trimmed flush with the inside of the main sewer wall. The existing sewer main CIPP liner shall be protected and trimming shall not cause damage to the lateral or service beyond the inside face of the main sewer.
- B. After trimming operations have been performed, the sewer main shall be thoroughly cleaned of debris.
- C. A recorded inspection of the repaired location shall be performed and submitted to the Engineer for review on a USB Flash Drive.

3.16 QUALITY ASSURANCE PROCEDURES

- A. UV CIPP installation shall be inspected by post-lining video inspection in accordance with ASTM F2019, Section 7.3 and Section 30. No infiltration of groundwater should be observed. All service entrances should be unobstructed and accounted for.
- B. In addition to CCTV inspections, this Project includes quality control inspections with the use of Electro Scanning Surveys as described by Section 30. Acceptance testing of all repairs, relining, and renewal, shall be performed using electro scan inspection and shall be performed by the City.

- C. Refer to paragraph 3.18, Acceptance Requirements in this section, for complete requirements for acceptance.
- D. Field Samples
 - 1. Field sampling procedures shall be in accordance with ASTM F2019.
 - 2. For every reach of mainline, two (2) samples (one upstream and one downstream), and representative samples of lateral seals per Section 20 shall be processed and tested. The UV CIPP physical properties shall be tested in accordance with ASTM F2019, Section 7. The flexural properties must meet or exceed the values listed in paragraph 2.02.E. of this section and the values submitted to the City by the Contractor for this project's UV CIPP wall design, whichever is greater.
 - 3. Flexural testing of the collected samples shall be conducted in accordance with ASTM D790, latest version, with only the structural portion of the UV CIPP being tested.
 - 4. Testing shall be completed by an accredited, independent laboratory and paid for by the Contractor. Testing results shall be provided to the City within seven (7) days of receipt of such results.
 - 5. Wall thickness of samples shall be determined in a manner consistent with 7.1.4 of ASTM F2019. The minimum wall thickness at any point shall not be less than 87.5% of the specified design thickness calculated in paragraph 2.02.E of this section. The average wall thickness shall not be less than the specified thickness.

3.17 CLEAN-UP

- A. Contractor shall restore or replace all removed or damaged paving, curbing, sidewalks, gutters, shrubbery, fences, sod or other disturbed surfaces or structures to a condition equal to that before the Work began, to the satisfaction of the Engineer and appropriate property owner, and shall furnish all labor and material incidental thereto. All such work shall be the full responsibility of the Contractor and there shall be no additional cost claim by the Contractor for such restoration work.
- B. Surplus liner material, tools and temporary structures shall be removed by the Contractor. All dirt, rubbish and other materials from cleaning, and construction operations shall be legally disposed of by the Contractor and the construction site shall be left clean to the satisfaction of the City.

3.18 ACCEPTANCE REQUIREMENTS

- A. Acceptance of the UV CIPP installed on this Project shall be based on compliance with the Contract Documents as demonstrated with submitted quality control reports, curing logs, post-installation inspection videos and laboratory quality assessment test results, and the City's electro scan inspection.
- B. The finished UV CIPP liner shall meet the following requirements for acceptance:
- C. The finished UV CIPP liner shall be continuous over the entire length of an insertion run and be free from visual defects such as foreign inclusions, dry spots, pinholes, leaks, cracks, delamination, lifts, unsecured joints, serious abrasion, kinking, flattening, holes, blisters, wrinkles, and other defects which in the opinion of the Engineer are not acceptable and would impair the serviceability of the new piping system. The UV CIPP shall be homogeneous across the entire wall thickness containing no intermediate or encapsulated elastomeric layers and free of any leakage from the surrounding ground to the inside of the UV CIPP. No material shall be included in the tube that may cause delamination in the cured CIPP. No dry or unsaturated layers shall be evident.
- D. The UV CIPP shall fit tightly to the internal circumference of the existing pipe; there should be no visible annular space at the lateral openings.
- E. Wrinkles or fins are undesirable cosmetic defects that may affect the operation of the subject reach of pipe. If wrinkles are detected in the installed liner, the Contractor shall provide photographs and dimensions of the wrinkle including height, length, and direction. Wrinkles in the finished liner pipe which cause a backwater greater than one (1) inch, or reduce the hydraulic capacity or access of the pipe as determined by the Engineer are unacceptable and shall be removed or repaired by the Contractor at no additional cost to the City. Wrinkles in the finished liner pipe that reduce the structural stability of the pipe are unacceptable. If a void between the wrinkle and the pipe exists, the Contractor shall repair or replace that section of the pipe at no additional cost to the City. Methods of repair shall be proposed by the Contractor and submitted to the Engineer for review and approval.
- F. Hardened "lifts" in the finished UV CIPP are unacceptable and must be repaired in accordance with the UV CIPP manufacturer's recommendation for the type of UV CIPP System that was used.
- G. All cut lateral and service connections shall be free of burrs, frayed edges, or any restriction preventing free flow of wastewater. A fully restored

service connection shall exhibit a nearly full-geometry hole, free from burrs or projections and with a smooth and crack-free edge. The hole shall be 95 percent minimum and 100 percent maximum of the original service connection opening. The invert of the service connection shall match the bottom of the reinstated service opening and shall produce no interruption of the flow from the lateral.

1. The UV CIPP lateral seal shall fit tightly to the internal circumference of the existing pipe and lateral. The invert of the service connection shall produce no interruption of the flow from the lateral.

H. The following shall be completed and fully approved by the Engineer prior to the Work being accepted and final retention payment made:

1. Quality Assurance Field Sample Testing Results: Passing test results for each required field sample.
2. Curing Logs: A complete copy of the curing logs as specified in this section shall be certified by the Contractor and submitted.
3. Post-lining CCTV Inspection: Post-lining CCTV inspections of both mainline pipes and laterals shall be conducted per the requirements listed in Section 30. Once all the requirements of the CCTV inspections are met, the Work shall be deemed partially complete, contingent upon the other requirements in this section and the other Contract Documents being met.
4. Electro Scanning Surveys: Electro scan surveys shall be conducted per the requirements listed in Section 30. UV CIPP installations shall be considered acceptable when no anomalies are detected in the post electro scan survey above the "Small Threshold" level as defined in Section 30, contingent upon the other requirements of this section and other Contract Documents being met.

I. Correction of failed liner or liner pipe deemed unacceptable, as a result of the post CCTV video inspection, electro scanning, and/or test reports for structural values, thickness, chemical resistance, or other requirements of this section, shall be the responsibility of the Contractor, at no extra cost to the City. The minimum criteria of this section shall not be lowered to compromise with lower than the required test values, unless approved in writing. Method of correction/repair shall be approved by the City Engineer and may require field demonstration prior to installation or a repair, removal and replacement of a CIPP liner, installation of a new pipe, and/or installation of a new lateral.

END OF SECTION

DRAWINGS

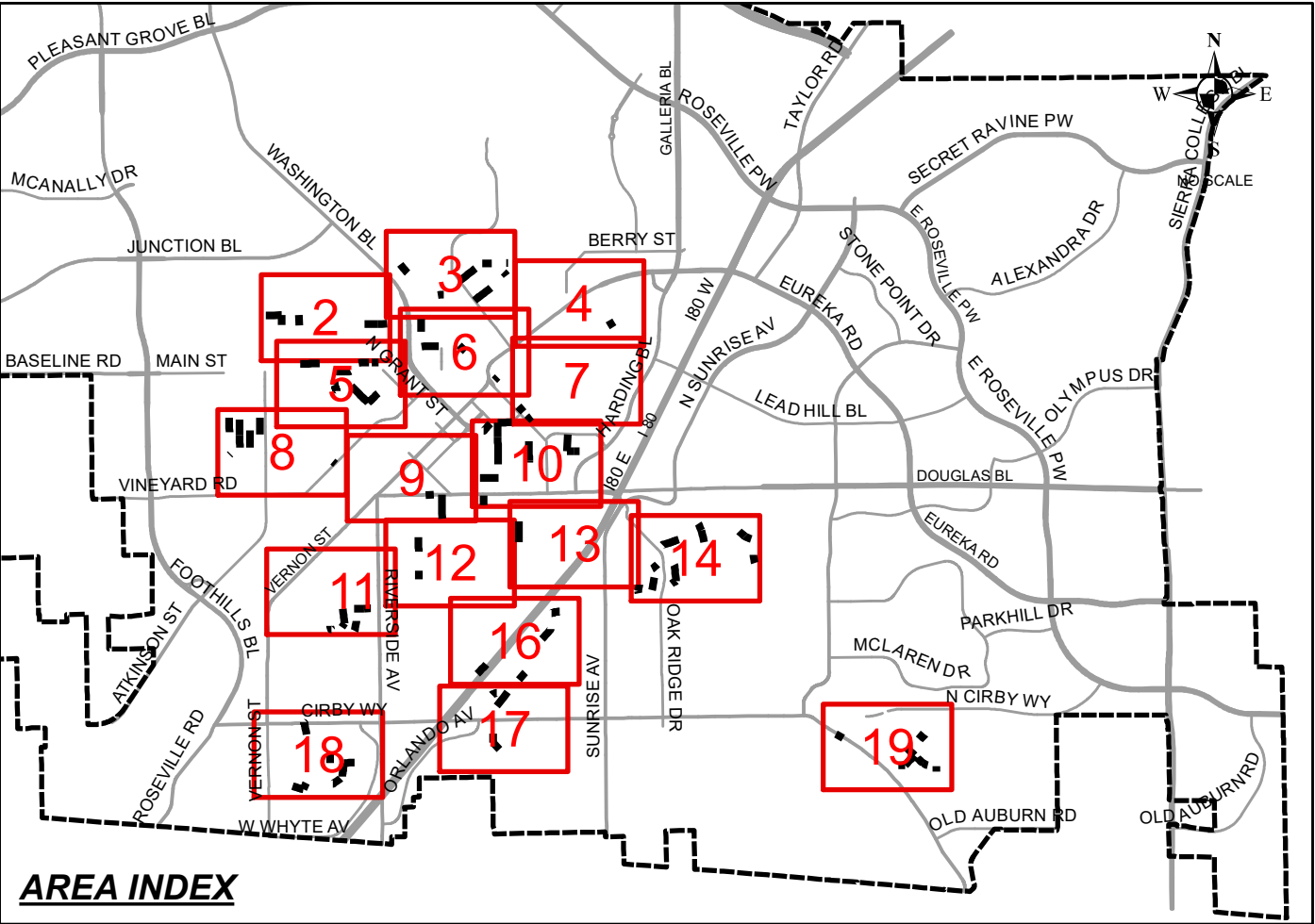
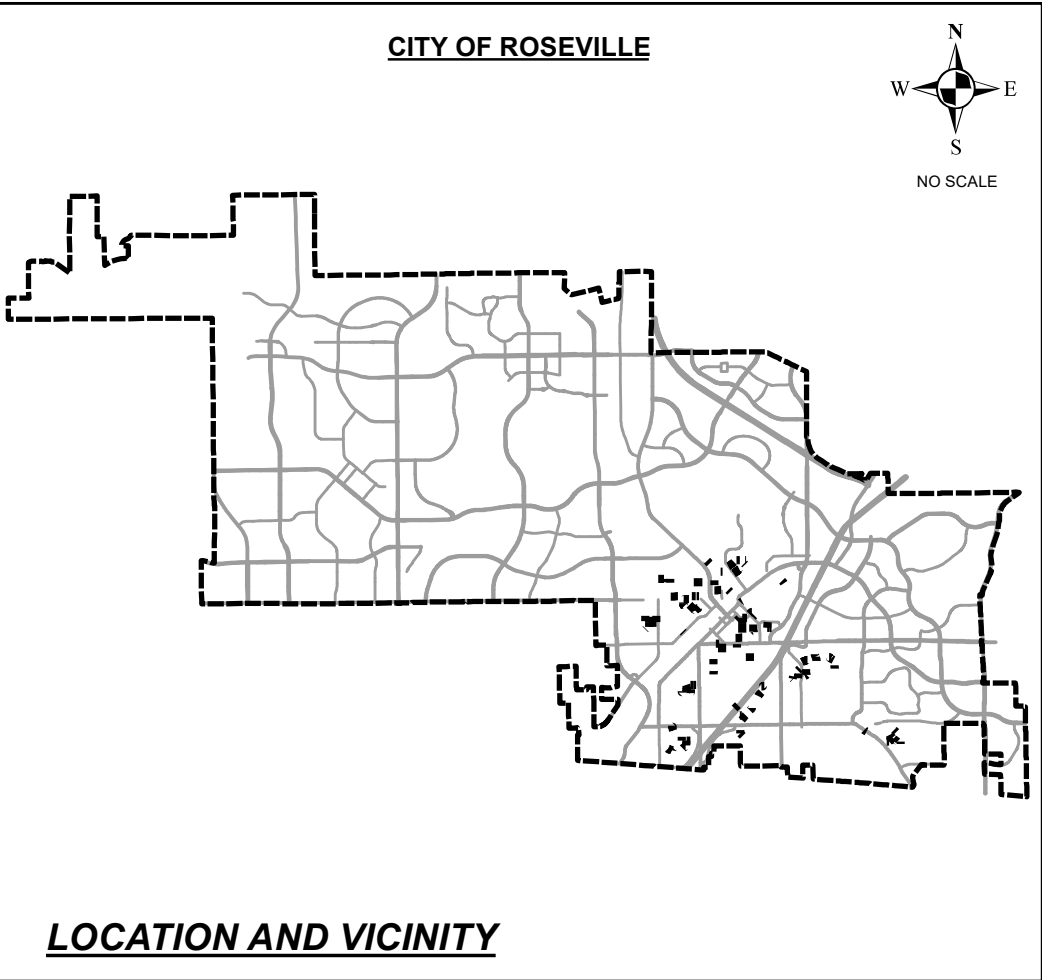
Project: **2022 Sewer Collection System CIPP Rehabilitation Project**

City of Roseville

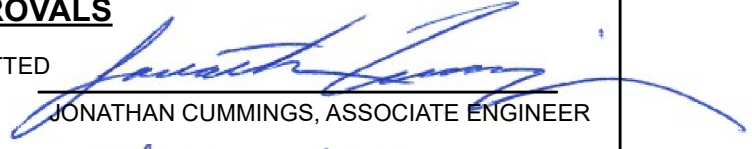
2022 Sewer Collection System CIPP Rehabilitation Project

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APPROVALS

SUBMITTED 
JONATHAN CUMMINGS, ASSOCIATE ENGINEER

APPROVED 
TRACIE R. MUELLER, SENIOR ENGINEER

APPROVED 
RICHARD PLECKER, EU DIRECTOR



UTILITY CONTACTS

Utility	Agency	Contact	Phone
Cable	Comcast	Gary or Steve Abelia	(916) 830-6732
Electric	Roseville Electric	Joey McKinney	(916) 774-5607
Fiber Optic / Telephone	Consolidated Communications	Anthony Nolasco	(916) 675-6370
Gas	PG&E Gas Engineering	Nicholas Morlock	(916) 760-5737
Petroleum	Kinder Morgan Gas	Steve Osborn	(916) 624-2431
Storm Drain	City of Roseville	Development Service	(916) 771-5539
Water	City of Roseville	Mike Simi	(916) 774-5513
Wastewater	City of Roseville	Daniel Pruden	(916) 746-1898

CITY OF ROSEVILLE - PUBLIC IMPROVEMENTS REQUIREMENTS

GENERAL:

1.

ALL CONSTRUCTION AND MATERIALS SHALL CONFORM TO THESE PLANS AND THE LATEST EDITION AND AMMENDMENTS OF THE CITY OF ROSEVILLE DESIGN AND CONSTRUCTION STANDARDS.
2.

THE CITY OF ROSEVILLE IS A MEMBER OF THE UNDERGROUND SERVICE ALERT (U.S.A.) ONE-CALL SYSTEM. THE CONTRACTORS SHALL NOTIFY THE U.S.A. CENTER 48 HOURS IN ADVANCE OF PERFORMING ANY EXCAVATION WORK BY CALLING 1-800-227-2600.
3.

THE CONTRACTOR SHALL MARK IN WHITE PAINT ALL AREAS TO BE EXCAVATED PRIOR TO CONTACTING U.S.A. ANY AREAS NOT MARKED WILL NOT BE SUBJECT TO U.S.A., AND THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE RESULTING FROM EXCAVATION.
4.

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

THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING MONUMENTS AND OTHER SURVEY MARKERS ON THE JOB SITE.
6.

THE CONTRACTOR SHALL PLACE BOXED SURVEY MONUMENTS WITH 1-1/2" BRONZE HEAD SET IN CONCRETE (STD. DWG. ST-36) AT LOCATIONS SHOWN ON THESE PLANS.
7.

A.C. SURFACE SHALL BE CUT TO A NEAT, STRAIGHT LINE PARALLEL WITH THE STREET CENTERLINE AND THE EXPOSED EDGE SHALL BE TACKED WITH EMULSION PRIOR TO PAVING. THE EXPOSED BASE MATERIAL SHALL BE GRADED, RECOMPACTED, AND RESEALED PRIOR TO PAVING.
8.

ANY EXISTING CONCRETE SURFACE TO BE REMOVED SHALL BE SAW CUT TO A NEAT, STRAIGHT LINE.
9.

THE CONTRACTOR SHALL SUBMIT A TRAFFIC CONTROL PLAN THAT SHALL BE ACCEPTED BY THE ENGINEERING DIVISION OF PUBLIC WORKS BEFORE START OF WORK IN RIGHT-OF-WAY AND SHALL BE IN ACCORDANCE WITH CALIFORNIA MUTCD LATEST EDITION. AT LEAST ONE LANE IN EACH DIRECTION SHALL REMAIN OPEN TO TRAFFIC UNLESS OTHERWISE SHOWN ON THE PLANS. TRAFFIC CONTROL HOURS ARE SUBJECT TO LIMITATION BY THE CITY. TRAFFIC CONTROL WITH LANE CLOSURES THAT AFFECT TRAFFIC FLOW MAY REQUIRE NIGHT WORK. IF, AS A PART OF TRAFFIC CONTROL MEASURES, A ROADWAY CLOSURE HAS BEEN APPROVED, THE CONTRACTOR SHALL NOTIFY DEVELOPMENT SERVICES CONSTRUCTION INSPECTOR 72 HOURS IN ADVANCE OF SETTING UP THIS CLOSURE.
10.

CURB RAMPS CONFORMING TO ALL ADA AND TITLE 24 REQUIREMENTS SHALL BE PLACED AT ALL NEW STANDARD CURB RETURNS (STANDARD DRAWING ST-27) AND STANDARD TYPE A-7 DRIVEWAYS. WHERE EXISITING RAMPS DO NOT MEET CURRENT ADA AND

TITLE 24 REQUIREMENTS, THE RAMPS SHALL BE UPGRADED IN CONFORMANCE WITH MINIMUM TITLE 24 REQUIREMENTS. WHERE EXISTING RAMPS DO NOT INCLUDE DETECTABLE WARNING PANELS (TRUNCATED DOMES), PANELS SHALL BE RETROFITTED PER THE CONSTRUCTION STANDARDS.

11.

DRAIN INLETS NOT WITHIN A PAVED AREA SHALL HAVE A 12" WIDE COLLAR OF 6" THICK P.C.C. OR 2" THICK A.C.
12.

PRIOR TO THE CERTIFICATE OF COMPLETION ON ALL SINGLE-FAMILY RESIDENTIAL SUBDIVISIONS, THE DEVELOPER SHALL SUBMIT A LETTER FROM THE POST OFFICE STATING THAT ITS REQUIREMENTS FOR MAILBOX CLUSTER PADS HAVE BEEN SATISFIED.
13.

ALL UNDERGROUND UTILITIES WITHIN EXISTING OR PROPOSED CITY OF ROSEVILLE EASEMENTS SHALL REQUIRE A MINIMUM OF 90% COMPACTION ON THE TRENCH BACKFILL. COMPACTION OF BACKFILL BY JETTING IS NOT PERMITTED IN CITY OF ROSEVILLE RIGHT OF WAY AND EASEMENT AREAS OR WITHIN DEDICATED RECLAIMED WATER, STORM, SEWER OR WATER EASEMENTS AND MAINS.
14.

THE CONTRACTOR SHALL CONDUCT A PRE-CONSTRUCTION MEETING ONE-WEEK PRIOR TO STARTING WORK. MEMBERS OF THE CITY OF ROSEVILLE DEVELOPMENT SERVICES DEPARTMENT, ENVIRONMENTAL UTILITIES DEPARTMENT AND ALL OTHER UTILITY REPRESENTATIVES SHALL BE NOTIFIED BY THE CONTRACTOR AS TO THE DATE AND LOCATION OF THE MEETING.
15.

PRIOR TO EXCAVATION OF TRENCHES 5 FEET OR DEEPER, THE CONTRACTOR SHALL SUBMIT TO THE DEVELOPMENT SERVICES DEPARTMENT OR ENVIRONMENTAL UTILITIES DEPARTMENT INSPECTOR A COPY OF THE COMPANY'S ANNUAL CALOSHA TRENCHING PERMIT AND A COPY OF THE COMPANY'S LETTER INFORMING CALOSHA OF THE TIME THE TRENCHING IS COMMENCING AND THE LOCATION OF THE WORK.
16.

ALL PAINTED TRAFFIC STRIPES, ARROWS, AND PAVEMENT MARKINGS SHALL BE CONSTRUCTED WITH THERMOPLASTIC MATERIAL TO THE SPECIFICATIONS SET FORTH IN CHAPTER 3 OF THE CALIFORNIA MUTCD LATEST EDITION. NON-REFLECTIVE PAVEMENT MARKERS SHALL CONSIST OF CERAMIC MARKERS ONLY CONFORMING TO CHAPTER 3 OF THE CALIFORNIA MUTCD LATEST EDITION.
17.

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

18. WHERE COMBINATIONS OF SIDEWALK OR CURB AND GUTTER ARE PLACED CONTIGUOUS TO EXISTING, ALL ADJOINING EXISTING CONCRETE VERTICAL FACES SHALL BE DOWELED. ALL ABUTTING SIDEWALK ENDS SHALL BE DOWELED MID-SECTION VERTICALLY WITH TWO DOWELS FOR FOUR THROUGH SIX-FOOT WIDE SIDEWALK AND THREE DOWELS FOR WIDER SIDEWALK. ABUTTING CURB AND GUTTER ENDS SHALL BE DOWELED TWICE, 18 INCHES APART AT GUTTER PAN MID-SECTION. DOWEL CONNECTIONS OF LONGITUDINAL RUNS OF SIDEWALK TO BACK OF CURB SHALL BE THREE FEET ON CENTER. ALL DOWELS SHALL BE 16 INCHES LONG, GRADE 60; #4 REBAR PENETRATING FOUR INCHES. THE DOWEL HOLE SHALL BE 5/8-INCH DIAMETER AT A SLIGHT HORIZONTAL ANGLE FROM PERPENDICULAR. THE PENETRATING PORTION OF THE DOWEL AND THE ENTIRE (CLEANED) VERTICAL SURFACE OF THE ADJOINING, EXISTING CONCRETE SHALL BE THOROUGHLY COATED WITH STATE STANDARD TWO-PART EPOXY.

19. WHEN SAWCUTTING WITHIN THE STREET FOR TRENCHING OR OTHER PURPOSES, CONTRACTOR SHALL GRIND 1½" OF PAVEMENT BETWEEN THE LANE LINES (FROM LANE STRIPE TO LANE STRIPE) UPON COMPLETION OF THE SAWCUTTING AND OR TRENCHING WORK. WHERE THE SAWCUTTING OCCURS BETWEEN THE CURB AND GUTTER AND NEAREST LANE STRIPE (INCLUDING BIKE LANES), THE SAME 1 ½" GRIND SHALL BE REQUIRED. CONTRACTOR TO PLACE A PETROMAT FABRIC OR APPROVED EQUAL BY THE CITY OF ROSEVILLE AND OVERLAY FROM LANE STRIPE TO LANE STRIPE, OR CURB TO LANE STRIPE AND RESTRIPE OR REPLACE ANY DELINEATORS REMOVED DURING THE GRIND.

20. ALL PUBLICLY MAINTAINED STORM DRAIN ON PRIVATE PROPERTY SHALL BE A MINIMUM OF 12 INCHES IN DIAMETER AND SHALL BE RCP CL IV, UNLESS OTHERWISE APPROVED BY THE CITY ENGINEER.

21. FOR RESIDENTIAL SUBDIVISIONS, UNLESS OTHERWISE APPROVED BY DEVELOPMENT SERVICES ENGINEERING, THE FINAL GRADING OF THE PROJECT SITE SHALL BE CONSTRUCTED TO ACCOMMODATE A MAXIMUM DRIVEWAY SLOPE OF 14% FOR EACH RESIDENTIAL LOT, AS MEASURED FROM THE BACK OF THE SIDEWALK TO THE GARAGE (20-FT SET BACK). IT WILL REMAIN THE RESPONSIBILITY OF THE BUILDERS/DEVELOPER TO DESIGN A HOUSE THAT PROVIDES SUITABLE ACCESS TO THE PARCEL.

22. THE CONTRACTOR SHALL PLACE FILTER FABRIC BETWEEN THE INITIAL BEDDING AND BACKFILL AND THE TRENCH BACKFILL FOR SANITARY SEWERS DEPTH GREATER THAN 15 FEET MEASURED TO THE PIPE INVERT.

EROSION / SEDIMENT CONTROL:

1.

ALL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE IMPLEMENTED BY OCTOBER 5 OR AS APPROVED BY THE CITY ENGINEER AND SPECIFIED ON THE GRADING PLANS.

2. STRAW BALES SHALL BE STOCKPILED ON SITE AT A RATE OF 1.5 BALES PER ACRE BY SEPTEMBER 25. MEASURES SHALL BE PROVIDED TO KEEP STRAW DRY.

3. ALL SLOPES GREATER THAN 10:1 SHALL BE COVERED WITH BROADCAST STRAW AT A RATE OF 50 BALES OR 4000 POUNDS PER ACRE. FOR SLOPES 4:1 OR STEEPER, STRAW SHALL BE PRESSED IN PLACE. THE ENGINEERING DIVISION SHALL APPROVE OTHER METHODS.

4. SLOPES STEEPER THAN 4:1 AND ADJACENT TO CITY RIGHT OF WAY, FLOOD PLAINS, NATURAL DRAINAGES, PARK LAND OR DESIGNATED OPEN SPACE SHALL BE HYDROSEEDDED.

5. ALL BARE AREAS, REGARDLESS OF SLOPE, WITHIN 50 FEET OF NATURAL DRAINAGES SHALL BE COVERED WITH STRAW AND PRESSED IN PLACE.

6. WHERE REQUIRED, BROADCAST SEED SHALL BE APPLIED AS FOLLOWS:

- a.

BLANDO BROME

12
- b.

ROSE CLOVER

9

7. AREAS WITH SANDY, DRY SOIL SHALL BE:

- a.

ZORRO ANNUAL FESCUE

6 LBS/ACRE
- b.

ROSE CLOVER

9 LBS/ACRE

8. 16-20-0 FERTILIZER OR EQUIVALENT SHALL BE APPLIED AT A RATE OF 500 POUNDS PER ACRE. IF HYDROSEEDING/MULCHING IS USED, SEED QUANTITIES SHALL BE INCREASED BY 30 PERCENT.

9. NO GRADING OR TRENCHING, EXCEPT AS REQUIRED FOR EROSION OR SEDIMENT CONTROL, SHALL OCCUR WITHIN 35 FEET FROM THE CENTERLINE OF PERENNIAL AND INTERMITTENT DRAINAGE SWALES BETWEEN OCTOBER 5 AND APRIL 1 EXCEPT AS APPROVED BY THE DEPARTMENT OF FISH AND GAME.

10. ALL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE CHECKED FOLLOWING ALL STORMS TO ENSURE THAT ALL MEASURES ARE FUNCTIONING PROPERLY.

11. SEDIMENT AND TRASH ACCUMULATED IN DRAINAGES OR DETENTION BASINS SHALL BE REMOVED AS SOON AS POSSIBLE. IN ADDITION, OIL AND MATERIAL FLOATING ON WATER SURFACE MUST BE SKIMMED WEEKLY AND THE DEBRIS PROPERLY DISPOSED OF.

12. CONSTRUCTION ACTIVITIES OCCURRING BETWEEN OCTOBER 15 AND APRIL 1 SHALL HAVE EROSION AND SEDIMENT CONTROL MEASURES IN PLACE OR CAPABLE OF BEING PLACED WITHIN 24 HOURS. THE CONTRACTOR SHALL ENSURE THAT THE CONSTRUCTION SITE IS PREPARED PRIOR TO THE ONSET OF ANY STORM.

CITY OF ROSEVILLE - PUBLIC IMPROVEMENTS REQUIREMENTS

13. THE CONTRACTOR SHALL ESTABLISH A SPECIFIC SITE WITHIN THE DEVELOPMENT FOR MAINTENANCE AND STORAGE OF EQUIPMENT OR ANY OTHER ACTIVITY THAT MAY ADVERSELY CONTRIBUTE TO THE WATER QUALITY OF THE RUNOFF. THIS AREA SHALL HAVE A BERM LOCATED AROUND ITS PERIMETER. THIS AREA SHALL BE RESTORED TO ACCEPTABLE CONDITION UPON COMPLETION OF PROJECT.
14. HYDROSEEDING MAY BE CONSIDERED AS AN ALTERNATIVE TO BROADCAST STRAW SUBJECT TO THE ENGINEERING DIVISION BASED ON A REVIEW OF THE EXISTING SITE CONDITIONS (LOCATION, SLOPES, PROXIMITY TO STREAMS) AND TIME OF YEAR.

AIR QUALITY:

THE FOLLOWING NOTES ARE PROVIDED AS REFERENCE TO APPLICABLE PLACER COUNTY AIR POLLUTION CONTROL DISTRICT ADOPTED RULES AND REGULATIONS. COMPLIANCE WITH ALL APPLICABLE APCD RULES IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR. AIR QUALITY RULES ARE ENFORCED SOLELY BY THE PLACER COUNTY AIR POLLUTION CONTROL DISTRICT.

1. CONSTRUCTION EQUIPMENT EXHAUST EMISSIONS SHALL NOT EXCEED PLACER COUNTY APCD RULE 202 VISIBLE EMISSION LIMITATIONS. OPERATORS OF VEHICLES AND EQUIPMENT FOUND TO EXCEED OPACITY LIMITS ARE TO BE IMMEDIATELY NOTIFIED BY APCD TO CEASE OPERATIONS AND THE EQUIPMENT MUST BE REPAIRED WITHIN 72 HOURS. (BASED ON APCD RULE 202)
2. THE CONTRACTOR SHALL SUSPEND ALL GRADING OPERATIONS WHEN FUGITIVE DUST EXCEEDS PLACER COUNTY APCD RULE 228 (FUGITIVE DUST) LIMITATIONS. THE PRIME CONTRACTOR SHALL BE RESPONSIBLE FOR HAVING AN INDIVIDUAL WHO IS CARB-CERTIFIED TO PERFORM VISIBLE EMISSIONS EVALUATIONS (VEE). THIS INDIVIDUAL SHALL EVALUATE COMPLIANCE WITH RULE 228 ON A WEEKLY BASIS. IT IS TO BE NOTED THAT FUGITIVE DUST IS NOT TO EXCEED 40% OPACITY AND NOT GO BEYOND THE PROPERTY BOUNDARY AT ANY TIME. LIME OR OTHER DRYING AGENTS UTILIZED TO DRY OUT WET GRADING AREAS SHALL NOT EXCEED PLACER COUNTY APCD RULE 228 FUGITIVE DUST LIMITATIONS. OPERATORS OF VEHICLES AND EQUIPMENT FOUND TO EXCEED OPACITY LIMITS WILL BE NOTIFIED BY APCD AND THE EQUIPMENT MUST BE REPAIRED WITHIN 72 HOURS. ALL PROJECTS IN EXCESS OF 5 ACRES SHALL HAVE AN APPROVED DUST CONTROL PLAN FROM THE PLACER COUNTY AIR POLLUTION CONTROL DISTRICT. (BASED ON APCD RULE 228)
3. DURING CONSTRUCTION, TRAFFIC SPEEDS ON ALL UNPAVED SURFACES SHALL BE LIMITED TO 15 MILES PER HOUR OR LESS. (BASED ON APCD RULE 228 / SECTION 401.2)
4. DURING CONSTRUCTION, NO OPEN BURNING OF REMOVED VEGETATION SHALL BE ALLOWED UNLESS PERMITTED BY THE PCAPCD. ALL REMOVED VEGETATIVE MATERIAL SHALL BE EITHER CHIPPED ON SITE OR TAKEN TO AN APPROPRIATE RECYCLING

SITE, OR IF A SITE IS NOT AVAILABLE, A LICENSED DISPOSAL SITE. (BASED ON APCD RULE 310)

5. A PERSON SHALL NOT DISCHARGE INTO THE ATMOSPHERE VOLATILE ORGANIC COMPOUNDS (YOC'S) CAUSED BY THE USE OR MANUFACTURE OF CUTBACK OR EMULSIFIED ASPHALTS FOR PAVING, ROAD CONSTRUCTION OR ROAD MAINTENANCE, UNLESS SUCH MANUFACTURE OR USE COMPLIES WITH THE PROVISIONS RULE 217. (BASED ON APCD RULE 217).
6. PROCESSES THAT DISCHARGE 2 POUNDS PER DAY OR MORE OF AIR CONTAMINANTS, AS DEFINED BY HEALTH AND SAFETY CODE SECTION 39013, TO THE ATMOSPHERE MAY REQUIRE A PERMIT. PERMITS MAY BE REQUIRED FOR BOTH CONSTRUCTION AND OPERATION. DEVELOPERS/CONTRACTORS SHOULD CONTACT THE DISTRICT PRIOR TO CONSTRUCTION AND OBTAIN ANY NECESSARY PERMITS PRIOR TO THE ISSUANCE OF A BUILDING PERMIT. (BASED ON THE CALIFORNIA HEALTH & SAFETY CODE SECTION 39013: [HTTP://WWW.LEGINFO.CA.GOV/CGI-BIN/DISPLAYCODE?SECTION~HSC&GROUP=39001-40000&FILE=39010-39060](http://www.leginfo.ca.gov/cgi-bin/DisplayCode?section=hsc&group=39001-40000&file=39010-39060))

GENERAL FIRE DEPARTMENT NOTES:

1. PRIOR TO COMBUSTIBLE MATERIALS BEING BROUGHT TO THE SITE, FIRE APPARATUS ACCESS ROADS SHALL BE PROVIDED TO WITHIN 150 FEET OF ALL PORTIONS OF THE EXTERIOR WALLS OF THE FIRST STORY OF ANY STRUCTURES AND COMBUSTIBLE STORAGE PILES. FIRE APPARATUS ACCESS ROADS SHALL BE FULLY PAVED AND SHALL BE DESIGNED TO SUPPORT THE IMPOSED WEIGHT OF A FIRE APPARATUS (34 TONS GVW). ACCESS ROADS SHALL BE PROVIDED WITH A MINIMUM 20-FOOT ROADWAY WIDTH AND 13 FOOT 6-INCH VERTICAL CLEARANCE.
2. CONSTRUCTION MATERIAL AND VEHICLES SHALL NOT OBSTRUCT FIRE APPARATUS ACCESS TO FIRE APPARATUS ROADS, FIRE HYDRANTS OR THE BUILDING.
3. TEMPORARY ABOVE GROUND FUEL STORAGE TANKS MAY BE USED ON CONSTRUCT/ON SITES FOR DIESEL FUEL ONLY AND SHALL NOT EXCEED 1, 000-GALLON LIQUID CAPACITY. SUCH INSTALLATIONS SHALL COMPLY WITH ALL APPLICABLE PROVISIONS OF THE CITY FIRE CODE. A FIRE DEPARTMENT PERMIT SHALL BE OBTAINED PRIOR TO THE PLACEMENT OF SUCH TANKS ON THE SITE.
4. THE STREET ADDRESS OF THE CONSTRUCTION SITE SHALL BE CLEARLY IDENTIFIED AT ALL ENTRANCES INTO THE PROJECT. SUCH NUMBERS SHALL BE CLEARLY VISIBLE FROM THE STREET FRONTING THE PROPERTY AND SHALL CONTRAST IN COLOR WITH THEIR BACKGROUND (MINIMUM 6-INCH LETTERING).
5. FIRE SAFETY DURING CONSTRUCT/ON. CHAPTER 33 OF THE CALIFORNIA FIRE CODE REQUIRES CERTAIN SAFETY PROCEDURES TO BE FOLLOWED DURING NEW CONSTRUCT/ON AND REMODELS. THIS ARTICLE

CONCERNS FIRE SAFETY IN THE FOLLOWING AREAS: ACCESS, WATER SUPPLY, EXTINGUISHERS, STANDPIPES, DEBRIS, MOTORIZED EQUIPMENT, HEATING DEVICES, SMOKING, CUTTING AND WELDING, FLAME PRODUCING EQUIPMENT, FLAMMABLE LIQUIDS, ASPHALT AND TAR KETTLES, TEMPORARY WIRING, EMERGENCY TELEPHONE MODIFICATION OF EXISTING SYSTEMS, EXITS, BURNING OF ANY MATERIAL, AND FIRE WATCH. IT IS YOUR RESPONSIBILITY TO BECOME FAMILIAR WITH THESE REQUIREMENTS AND SEE THAT ALL PERSONS ON THE JOB SITE COMPLY.

6. THE BURNING OF COMBUSTIBLE CONSTRUCTION MATERIAL AND TRASH IS PROHIBITED.
7. A MINIMUM 3-FOOT CLEAR SPACE SHALL BE PROVIDED AND MAINTAINED AROUND FIRE PROTECTION EQUIPMENT.
8. AT ALL FIRE HYDRANT LOCATIONS, A BLUE REFLECTIVE PAVEMENT MARKER SHALL BE INSTALLED ONE FOOT OFF PAVED CENTERLINE OR MEDIAN ON THE HYDRANT SIDE OF THE ROADWAY.
9. 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 APPLICANT SHALL IMMEDIATELY REPORT THE FINDING TO THE ROSEVILLE FIRE DEPARTMENT VIA PHONE AT (916) 774-5800. ALL SUSPECTED AREAS SHALL BE MARKED OFF WITH APPROVED SIGNAGE OR CAUTION TAPE UNTIL SUCH TIME THAT A REPRESENTATIVE FROM THE FIRE DEPARTMENT DETERMINES WHETHER THE RELEASE IS REPORTABLE OR NOT AND IF SITE REMEDIATION IS REQUIRED.
10. THE REQUIRED MINIMUM FIRE FLOW FOR THE PROTECTION OF THE PROPOSED PROJECT IS 1,500 GALLONS PER MINUTE WITH 20 POUNDS PER SQUARE INCH RESIDUAL WATER PRESSURE REMAINING IN THE SYSTEM.
11. FIRE HYDRANTS SHALL BE INSTALLED AND IN SERVICE CAPABLE OF PROVIDING THE REQUIRED FIRE FLOW PRIOR TO ANY COMBUSTIBLE CONSTRUCT/ON OR ON-SITE STORAGE OF COMBUSTIBLE MATERIALS.
12. ALL FIRE HYDRANTS SHALL BE "BAGGED" OR OUT-OF-SERVICE UNTIL THE ABOVE FOUR (4) INSPECTIONS ARE COMPLETED.
13. WATER SUPPLY CONTROL VALVES SHALL NOT BE CLOSED BY THE CONTRACTOR UPON ACCEPTANCE OF THE FIRE-FLOW TEST BY THE FIRE DEPARTMENT, UNLESS ENVIRONMENTAL UTILITIES AND THE FIRE DEPARTMENT ARE CONTACTED AND ADVISED OF THE CLOSURE.

14. TESTING OF ALL FIRE SYSTEMS SHALL BE PERFORMED PRIOR TO THE SALES OFFICE CAN BE OPENED FOR BUSINESS.
15. FRAMING CONSTRUCTION CANNOT COMMERCE UNTIL ACCESS ROADS AND PUBLIC FIRE HYDRANTS ARE APPROVED BY THE FIRE DEPARTMENT.
16. IF THIS PROJECT WILL BE PHASED, THE FIRE DEPARTMENT REQUIREMENTS FOR ACCESS AND CIRCULATION THROUGHOUT SHALL BE APPROVED BY THE CITY FOR SUCH PROPOSAL. ACCESS ROAD SHALL COMPLY IN ACCORDANCE WITH THE CALIFORNIA FIRE CODE AND THE CITY OF ROSEVILLE'S AMENDMENTS. A SEPARATE PHASING PLAN SHALL BE REVIEWED AND APPROVED BY THIS DEPARTMENT.

SPECIAL NOTES:

1. THE CONTRACTOR SHALL BE RESPONSIBLE TO REPAIR OR MAKE REPLACEMENT OF DAMAGED PRIVATE PROPERTY IMPROVEMENTS RESULTING FROM CONSTRUCTION AT THEIR OWN EXPENSE. THE EXTENT OF THE REPAIRS SHALL BE DETERMINED BY THE DEVELOPMENT SERVICES CONSTRUCTION INSPECTOR AND SHALL BE COMPLETED PRIOR TO THE CITY ACCEPTANCE OF THE IMPROVEMENTS

REV NO	DATE	DRAWN	CHKD	COMMENTS

DESIGNED BY: JC
DRAWN BY: JMH
APPROVED BY: TM
DATE: DEC 2022



ENVIRONMENTAL UTILITIES
ENGINEERING DIVISION

City of Roseville
2022 Sewer Collection System CIPP Rehabilitation Project

Project Notes 2

FROM	UPSTREAM ID	UPSTREAM DEPTH (FT)	TO	DOWNSTREAM ID	DOWNSTREAM DEPTH (FT)	FLOW (GPD) See Note 1	STREET NAME/MAIN LOCATION	EXISTING DIAMETER (IN)	EXISTING MATERIAL	REPAIR LENGTH (FT)	# OF LATERALS	AREA	PLAN NOTES See Note 6
SMH	C04-049	14.5	SMH	C04-050	7.75	98,500	LAWTON AV	6	VCP	370	6	2	
SMH	C04-051	2.06	SMH	C04-059	5.5	146,800	FREMONT AV	6	VCP	242	0	2	
SMH	C04-399	2	SMH	C04-063	4.1	20,200	ELEFA ST	6	VCP	315	10	2	7
SMH	C04-400	2.6	SMH	C04-063	4.1	20,000	ELEFA ST	6	VCP	215	3	2	
SMH	C04-401	5.7	SMH	C04-050	7.75	17,300	VALLEJO AV	6	VCP	229	3	2	
FB	C04-284	N/A	SMH	C04-010	5.1	2,300	ENCINAL AV	6	VCP	262	6	3	8
SMH	C05-007	7.1	SMH	C05-008	8.5	4,000	ALTA VISTA AV	6	VCP	48	1	3	
SMH	C05-014	9.7	SMH	C05-020	3.04	30,800	EL DORADO AV	6	VCP	466	9	3	
SMH	C05-029	4.9	SMH	C05-041	14.75	157,000	ALLEY	8	VCP	475	14	3	
SMH	C05-339	4.5	SMH	C05-010	5.33	4,200	ALTA VISTA AV	6	VCP	223	7	3	7
SMH	C05-483	3.4	SMH	C05-018	5	1,000	MARIPOSA ST	6	VCP	114	3	3	
SMH	C05-507	3	SMH	C05-036	4	0	SAN JUAN AV	6	VCP	140	2	3	
SMH	C05-066	2.5	SMH	C05-062	3.06	12,100	EASEMENT BETWEEN PARRY ST & ALLEY	6	VCP	190	1	4	
SMH	C04-092	3.2	SMH	C04-093	5.5	38,900	GUAVA AL	6	UV CIPP	455	15	5	5, 11
SMH	C04-106	2.07	SMH	C04-105	2.5	28,500	MAIN ST	6	VCP	335	7	5	7
SMH	C04-117	4.4	SMH	C04-128	4	27,100	BIRCH ST	6	VCP	156	3	5	7
SMH	C04-145	4.1	SMH	C04-130	5.75	5,800	BERKELEY AV	6	VCP	318	9	5	
SMH	C04-294	6	SMH	C04-145	4.1	33,400	ASH ST	6	VCP	553	19	5	7
CAP	C04-300	N/A	SMH	C04-096	5.1	10,000	GUAVA AL	6	VCP	160	5	5	8
FB	C04-395	N/A	SMH	C04-095	5.1	16,900	GUAVA AL	6	UV CIPP	238	13	5	5, 11
SMH	C04-403	2.5	SMH	C04-117	4.4	7,800	BIRCH ST	6	VCP	118	5	5	7
SMH	C05-059	5.5	SMH	C05-068	5.25	149,000	PLACER ST	6	VCP	293	3	6	
SMH	C05-083	5.8	SMH	C05-093	3.6	17,000	ROSEVILLE ST	6	VCP	193	1	6	
SMH	C05-488	4.25	SMH	C05-138	5.6	1,600	ALLEY	6	UV CIPP	100	2	6	5, 11
SMH	C05-493	4.5	SMH	C05-088	7.58	27,100	MANGO AL	6	TC	406	11	6	
SMH	C05-183	2.4	SMH	C05-195	1.7	2,500	MACIEL AV	6	VCP	187	1	7	
SMH	C05-197	4.8	SMH	C05-209	3.7	27,000	EVELYN AV	6	VCP	149	1	7	
SMH	C04-151	3	SMH	C04-175	4.8	24,000	BACKYARD EASEMENT OFF AMBERWOOD RD	6	VCP	336	6	8	4
SMH	C04-153	6.1	SMH	C04-247	4.1	27,100	BACKYARD EASEMENT OFF BROOKWOOD RD	6	UV CIPP	390	5	8	4, 5, 12
SMH	C04-165	6.1	SMH	C04-176	6.1	376,000	BACKYARD EASEMENT OFF BRENTWOOD RD	6	UV CIPP	355	4	8	4, 5, 12
SMH	C04-176	6.1	SMH	C04-193	7.1	54,400	BACKYARD EASEMENT OFF BRENTWOOD RD	6	VCP	305	11	8	4
SMH	C04-177	7.1	SMH	C04-194	10.1	28,200	BACKYARD EASEMENT OFF BRENTWOOD RD	6	UV CIPP	401	1	8	4, 5, 12
SMH	C04-178	3.5	SMH	C04-224	9.8	24,400	FIG ST	6	VCP	81	0	8	
SMH	C04-213	4.5	SMH	C04-214	4.8	15,900	PRIVATE DRIVEWAY TO HICKORY ST	6	VCP	35	0	8	4
SMH	B05-006	5	SMH	B05-005	5.6	20,700	DOUGLAS BL	6	VCP	196	0	9	
SMH	B05-388	3	SMH	B05-007	4.8	400	WILLOW AV	6	VCP	557	10	9	
SMH	B05-420	5.5	SMH	B05-427	10.8	7,500	FRANKLIN ST	6	VCP	214	5	10	
SMH	C05-222	2.8	SMH	C05-221	4.5	110,000	SUTTER AV	6	VCP	327	7	10	
SMH	C05-248	3.66	SMH	C05-260	4.5	6,900	S LINCOLN ST	6	UV CIPP	313	11	10	5, 11, 12
SMH	C05-251	8.66	SMH	C05-233	8.02	37,100	SHOPPING CENTER	8	VCP	390	0	10	4
SMH	C05-261	2.06	SMH	C05-229	7	14,400	DONNER AV	6	VCP	452	19	10	7
SMH	C05-275	4.1	SMH	C05-277	4	25,100	CLAIBORNE AV	6	VCP	433	12	10	
SMH	C05-384	3.1	SMH	C05-248	3.66	7,800	S LINCOLN ST	6	UV CIPP	335	10	10	5, 12
SMH	C05-384	3.1	SMH	C05-221	4.5	18,100	S LINCOLN ST	6	UV CIPP	326	15	10	5, 12
SMH	C05-508	3.0	SMH	C05-261	2.06	173,000	DONNER AV	6	VCP	39	3	10	
SMH	C05-509	4.0	SMH	C05-510	6.0	35,000	SHOPPING CENTER	6	VCP	144	2	10	4

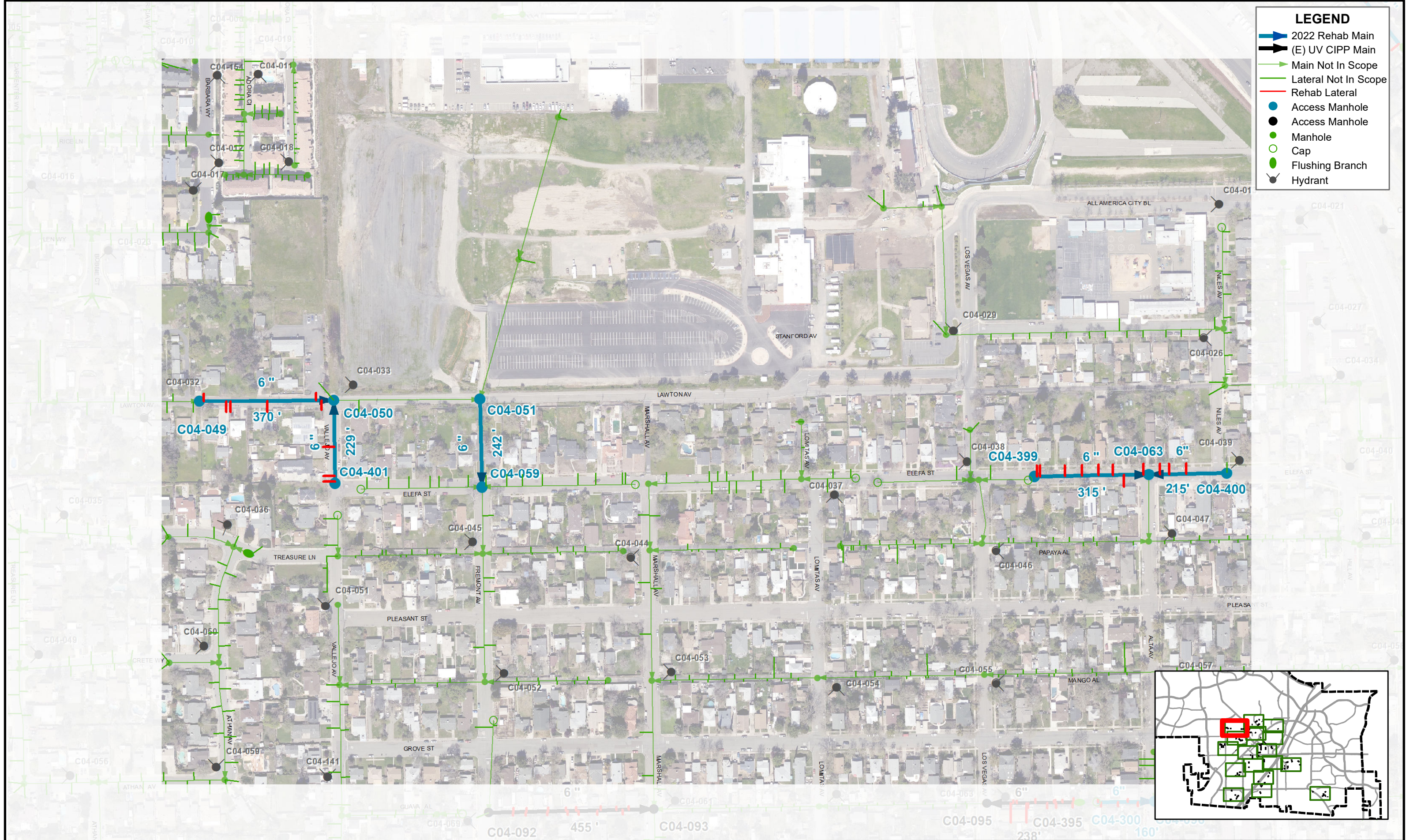
FROM	UPSTREAM ID	UPSTREAM DEPTH (FT)	TO	DOWNSTREAM ID	DOWNSTREAM DEPTH (FT)	FLOWS (GPD) See Note 1	STREET NAME/MAIN LOCATION	EXISTING DIAMETER (IN)	EXISTING MATERIAL	REPAIR LENGTH (FT)	# OF LATERALS	AREA	PLAN NOTES See Note 6
SMH	C05-510	6.0	SMH	C05-251	8.66	35,000	SHOPPING CENTER	6	VCP	151	2	10	4
SMH	C05-511	7.1	SMH	C05-219	3.25	3,400	PARK DR	6	VCP	229	5	10	
SMH	B04-068	7.1	SMH	B04-067	6.2	26,000	SIXTH ST	6	VCP	233	5	11	
SMH	B04-069	0	SMH	B04-068	7.1	18,000	SIXTH ST	6	VCP	156	1	11	
SMH	B04-091	4	SMH	B04-092	3.1	3,000	HAMPTON DR	6	VCP	117	4	11	
SMH	B04-092	3.1	SMH	B04-066	5.6	10,000	HAMPTON DR	6	VCP	336	9	11	
SMH	B04-099	4.1	SMH	B04-090	4	8,000	WINDSOR DR	6	VCP	98	3	11	
SMH	B04-102	3.1	SMH	B04-093	2.1	8,000	WINDSOR DR	6	VCP	231	8	11	
SMH	B05-464	5.8	SMH	B05-074	6	31,300	JUBILEE AL	6	FELT CIPP	334	1	12	3, 10, 12
SMH	B05-482	3	SMH	B05-116	7	2,600	JUBILEE AL	6	VCP	202	5	12	
SMH	B05-039	10	SMH	B05-062	6.8	11,800	KEEHNER AV	6	VCP	489	16	13	
SMH	B05-153	13	SMH	B05-158	10.07	27,200	PALM AV TO OPEN SPACE/EASEMENT	6	VCP	145	0	14	4, 9
SMH	B05-158	10.7	SMH	B05-165	7.5	20,000	OPEN SPACE/EASEMENT/ FIRST SOUTHERN BAPTIST CHURCH	6	VCP	54	0	14	4, 9
SMH	B06-051	4	SMH	B06-394	4.66	3,300	LORETTO DR	6	VCP	177	2	14	2
SMH	B06-067	6.25	SMH	B06-072	12.06	6,200	TRUSCOTT CT	6	VCP	181	6	14	
SMH	B06-073	12	SMH	B06-072	12.06	961,400	TRUSCOTT CT	15	VCP	167	3	14	2
SMH	B06-081	5.66	SMH	B06-080	4.1	25,100	GERRY WY	6	VCP	405	12	14	
SMH	B06-105	7.5	SMH	B06-126	8.06	16,200	SIERRA GARDENS DR	6	VCP	194	4	14	2
SMH	B06-112	5.5	SMH	B06-123	5.8	2,700	SUSAN CI	6	VCP	165	4	14	
SMH	B06-113	5	SMH	B06-150	10.1	13,400	GREGORY CT	6	UV CIPP	380	10	14	5
SMH	B06-135	5.33	SMH	B06-160	5.06	11,600	SUSAN CI	6	VCP	307	9	14	
SMH	B06-150	10.1	SMH	B06-149	12	1,331,000	GREGORY WY	15	VCP	125	2	14	
SMH	B06-394	4.66	SMH	B06-083	6.05	11,900	LORETTO DR	6	VCP	286	7	14	2
SMH	B05-182	4.5	SMH	B05-181	4.9	4,900	COLOMA WY	6	VCP	202	7	16	
SMH	B05-203	4.6	SMH	B05-217	4.4	4,000	AUDREY WY	6	VCP	306	8	16	
SMH	B05-285	5.8	SMH	B05-258	13.06	12,000	JO ANNE LN	6	UV CIPP	314	3	16	5
SMH	B05-301	7	SMH	B05-274	7.3	217,800	OPEN SPACE OFF MARLIN DR	15	VCP	218	0	16	4, 9
SMH	A05-035	4	SMH	A05-029	4	70,000	BACKYARD EASEMENT SANTA CRUZ CT/EL RANCHO CT	8	VCP	205	0	17	4
SMH	A05-046	9.1	SMH	A05-035	4	70,000	BACKYARD EASEMENT SANTA CRUZ CT/EL RANCHO CT	8	VCP	214	0	17	4
SMH	B05-337	14.6	SMH	B05-320	17.8	208,800	MARLIN DR	12	VCP	416	2	17	
CAP	B05-412	N/A	SMH	B05-319	4.5	1,100	ELISA WY	6	VCP	126	2	17	8
SMH	A04-025	7.8	SMH	A04-013	21.06	194,200	CIRBY OAKS APTS EASEMENT TO CIRBY WY	6	VCP	298	3	18	4
SMH	A04-062	7	SMH	A04-044	6.05	35,300	FAIRFIELD AV	6	VCP	249	7	18	
SMH	A04-064	5.4	SMH	A04-065	19.04	25,700	BALDWIN AV	6	VCP	249	6	18	
SMH	A04-075	5.7	SMH	A04-083	9.09	12,900	ARDMORE AV	6	VCP	220	7	18	
SMH	A04-076	6.0	SMH	A04-064	5.4	13,000	ARDMORE AV	6	VCP	321	6	18	
SMH	A04-079	5	SMH	A04-090	5.06	12,900	DAWNRIDGE RD	6	VCP	267	6	18	
SMH	A04-080	5.2	SMH	A04-090	5.06	7,400	DARTMOUTH AV	6	UV CIPP	167	2	18	5
SMH	A06-048	4.5	SMH	A06-039	5	92,400	S CIRBY WAY	6	UV CIPP	192	1	19	5
SMH	A07-069	5.08	SMH	A07-062	7.5	5,900	HURST WY	6	VCP	210	4	19	
SMH	A07-088	5.02	SMH	A07-079	5	12,300	LEE WY	6	VCP	274	6	19	
SMH	A07-089	3.9	SMH	A07-101	5.1	700	LEE WY	6	VCP	182	3	19	
SMH	A07-099	4.3	SMH	A07-100	4.1	4,400	DECKER DR	6	VCP	152	3	19	
SMH	A07-100	4.1	SMH	A07-088	5.02	9,900	DECKER DR	6	VCP	325	7	19	
SMH	A07-101	5.1	SMH	A07-119	7.9	6,200	LEE WY	6	VCP	126	2	19	
SMH	A07-118	4	SMH	A07-101	5.1	5,500	BUD CT	6	VCP	84	0	19	
FB	A07-239	N/A	SMH	A07-120	4.1	3,100	LEE WY	6	VCP	135	3	19	8

Notes:

- 1 FLOWS ARE PEAK WET WEATHER FLOWS.
- 2 THIS WORK SHALL BE COORDINATED TO OCCUR WHEN SCHOOL IS NOT IN SESSION.
- 3 COLLECTION PIPELINE HAS PREVIOUSLY BEEN FELT LINED; ONLY TOP HAT(S) ON ACTIVE LATERAL(S) REQUIRED.
- 4 CONTRACTOR SHALL COORDINATE ACCESS WITH CONSTRUCTION INSPECTOR.
- 5 COLLECTION PIPELINE HAS PREVIOUSLY BEEN UV CIPP LINED; ONLY TOP HAT(S) ON ACTIVE LATERAL(S) REQUIRED.
- 6 UNLESS OTHERWISE NOTED, COLLECTION PIPE SHALL BE UV CIPP LINED AND TOP HATS SHALL BE INSTALLED ON ALL ACTIVE LATERALS THAT CONNECT TO THE COLLECTION PIPELINE.
- 7 NOT ALL LATERALS SHOWN ON PLAN.
- 8 CONTRACTOR SHALL COORDINATE WITH CITY TO SCHEDULE CITY CREW'S EXCAVATION AT THE FB OR CAP FOR CONTRACTOR ACCESS.
- 9 NO WORK ON THIS PIPELINE SEGMENT BETWEEN FEBRUARY 1ST AND AUGUST 15TH. SEE SPECIFICATIONS FOR OTHER RESTRICTIONS AND REQUIREMENTS WHEN WORKING IN OPEN SPACE AREAS.
- 10 CONTRACTOR SHALL COORDINATE WITH CITY TO SCHEDULE LATERAL REPAIR PRIOR TO TOP HAT INSTALLATION.
- 11 PIPELINE CONTAINS ONE OR MORE 6-INCH LATERALS. CONTRACTOR SHALL VERIFY LATERAL(S) SIZE AND LOCATION, AND INSTALL PROPERLY SIZED TOP HATS, ACCORDINGLY.
- 12 PIPELINE INCLUDES LATERAL(S) THAT HAS EXISTING TOP HAT(S) INSTALLED AND THEREFORE LATERAL(S) NOT INCLUDED IN THE NUMBER OF LATERALS WITHIN THIS TABLE. LATERALS WITH EXISTING TOP HATS ARE COLORED GREEN ON THE PLAN SHEETS.

Abbreviations:

- AL Alley
- APT Apartments
- AV Avenue
- BL Boulevard
- CAP End of line cap
- CI Circle
- CIPP Cured-in-place pipe
- CO Cleanout
- CT Court
- DR Drive
- FB Flushing Branch
(either in line or end of line cleanout)
- FT Feet
- GPD Gallons Per Day
- HS High School
- ID Identification
- LN Lane
- N/A Not Applicable
- RD Road
- SMH Sewer Manhole
- SQ Square
- ST Street
- TC Terra Cotta
- UV Ultraviolet
- VCP Vitrified Clay Pipe
- WY Way



REV NO.	DATE:	DRAWN:	CHKD:	COMMENTS:

DESIGNED BY: JC
DRAWN BY: JMH
APPROVED BY: TM
DATE: DEC 2022



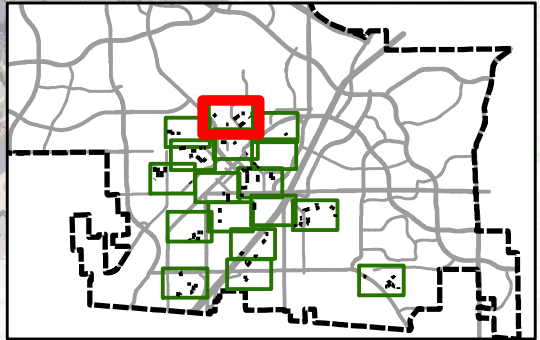
**ENVIRONMENTAL UTILITIES
ENGINEERING DIVISION**

City of Roseville
2022 Sewer Collection System CIPP Rehabilitation Project



LEGEND

- 2022 Rehab Main
- (E) UV CIPP Main
- Main Not In Scope
- Lateral Not In Scope
- Rehab Lateral
- Access Manhole
- Access Manhole
- Manhole
- Cap
- Flushing Branch
- Hydrant



REV NO.	DATE	DRAWN	CHKD	COMMENTS

DESIGNED BY: JC
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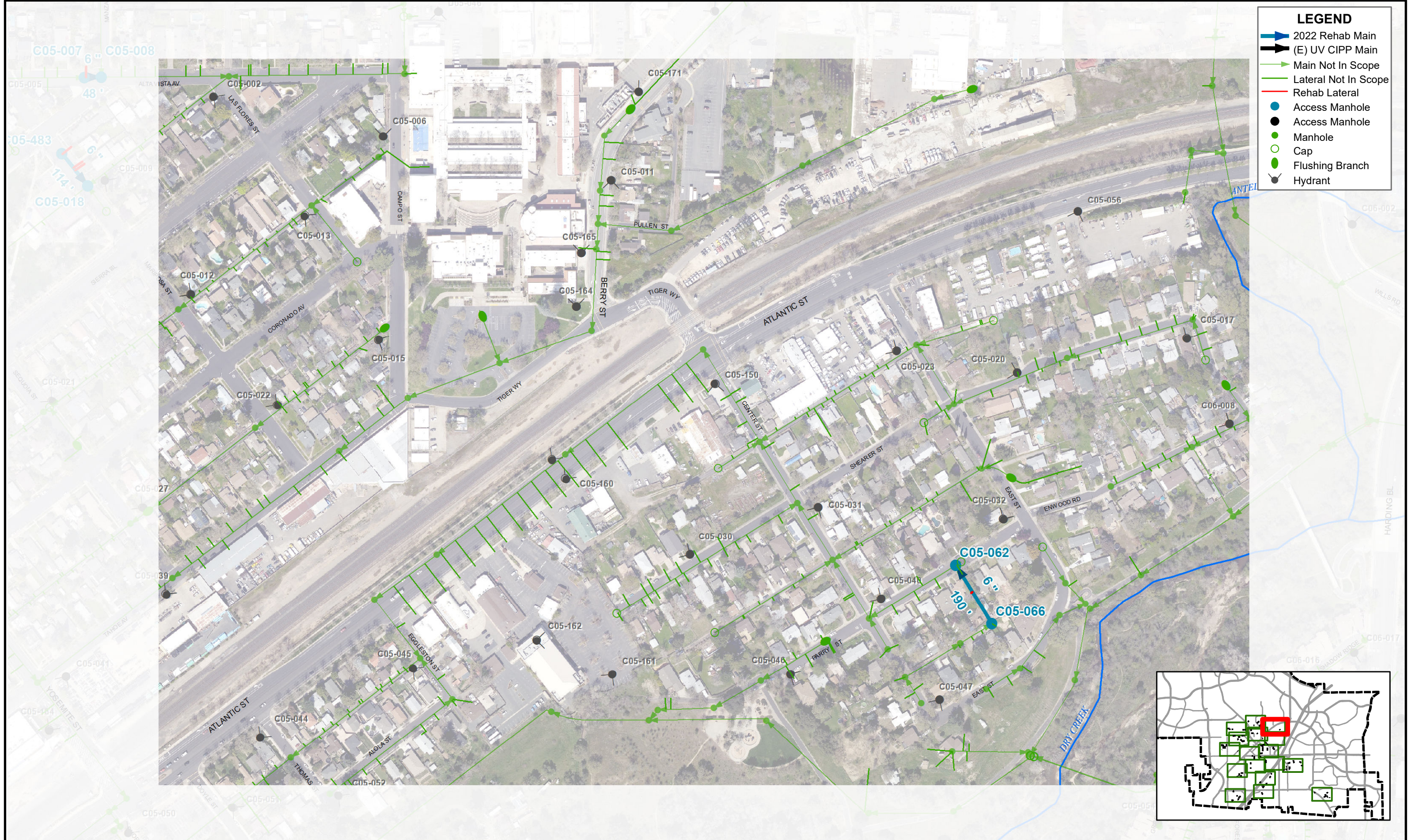


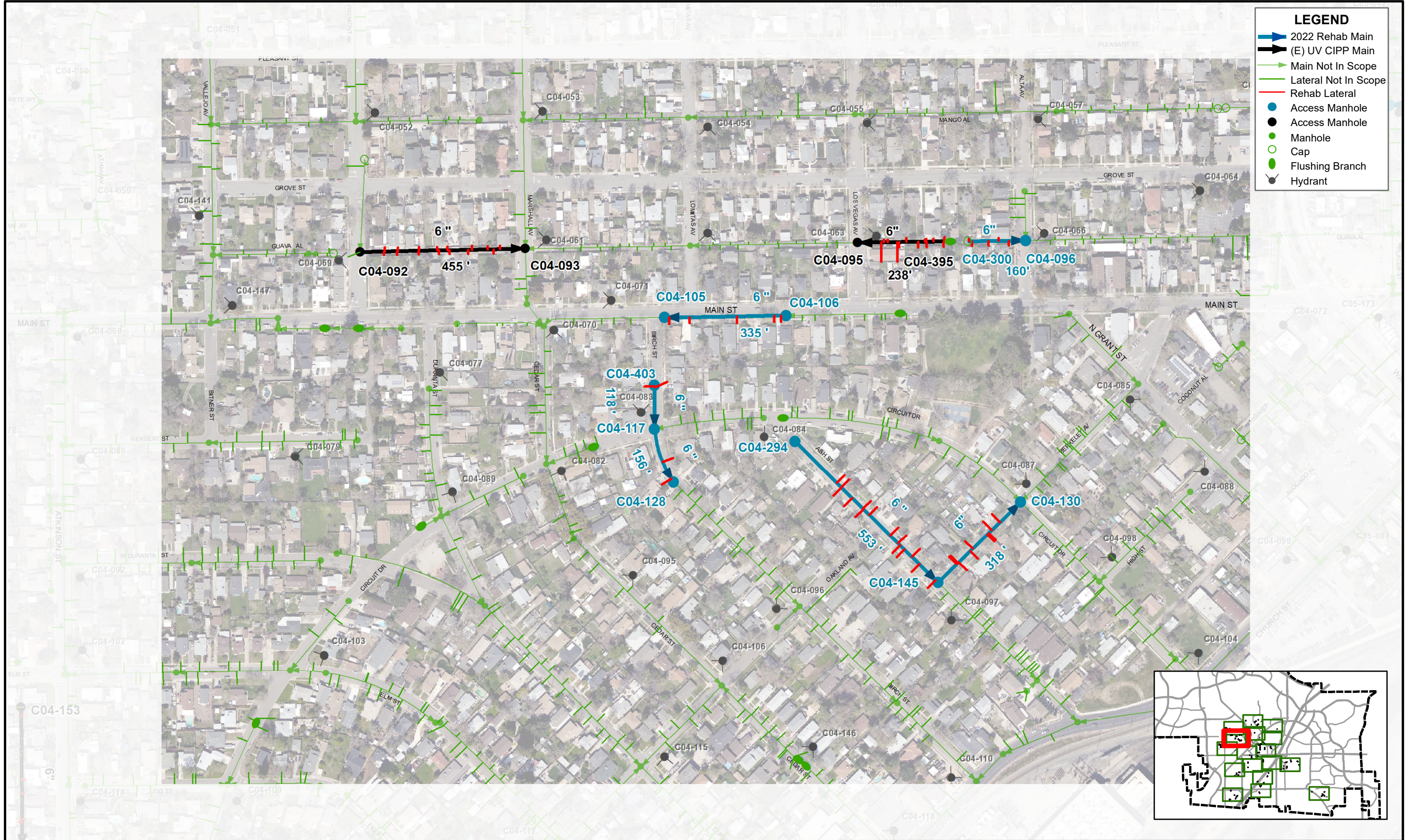
**ENVIRONMENTAL UTILITIES
ENGINEERING DIVISION**

City of Roseville
2022 Sewer Collection System CIPP Rehabilitation Project



Area 3

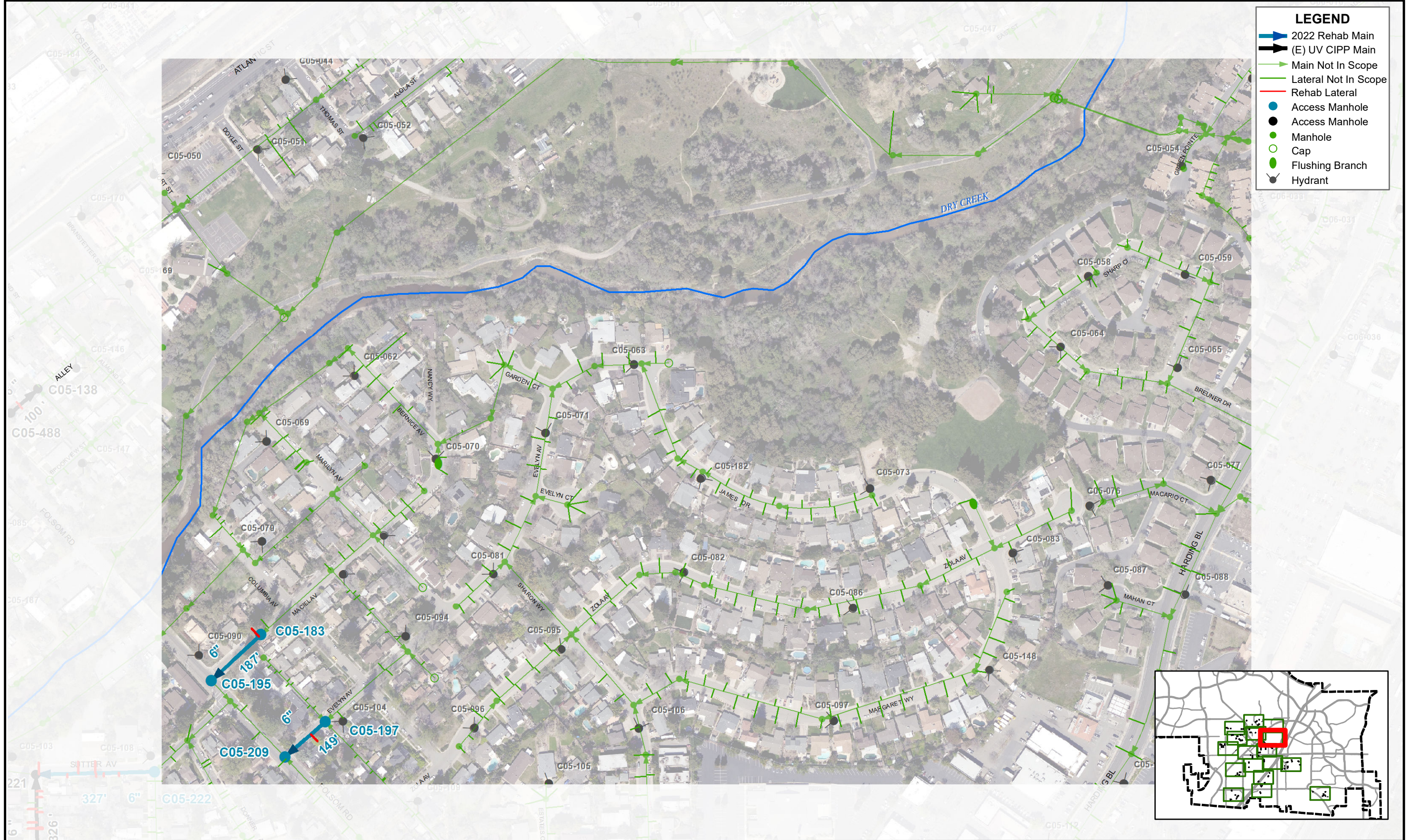


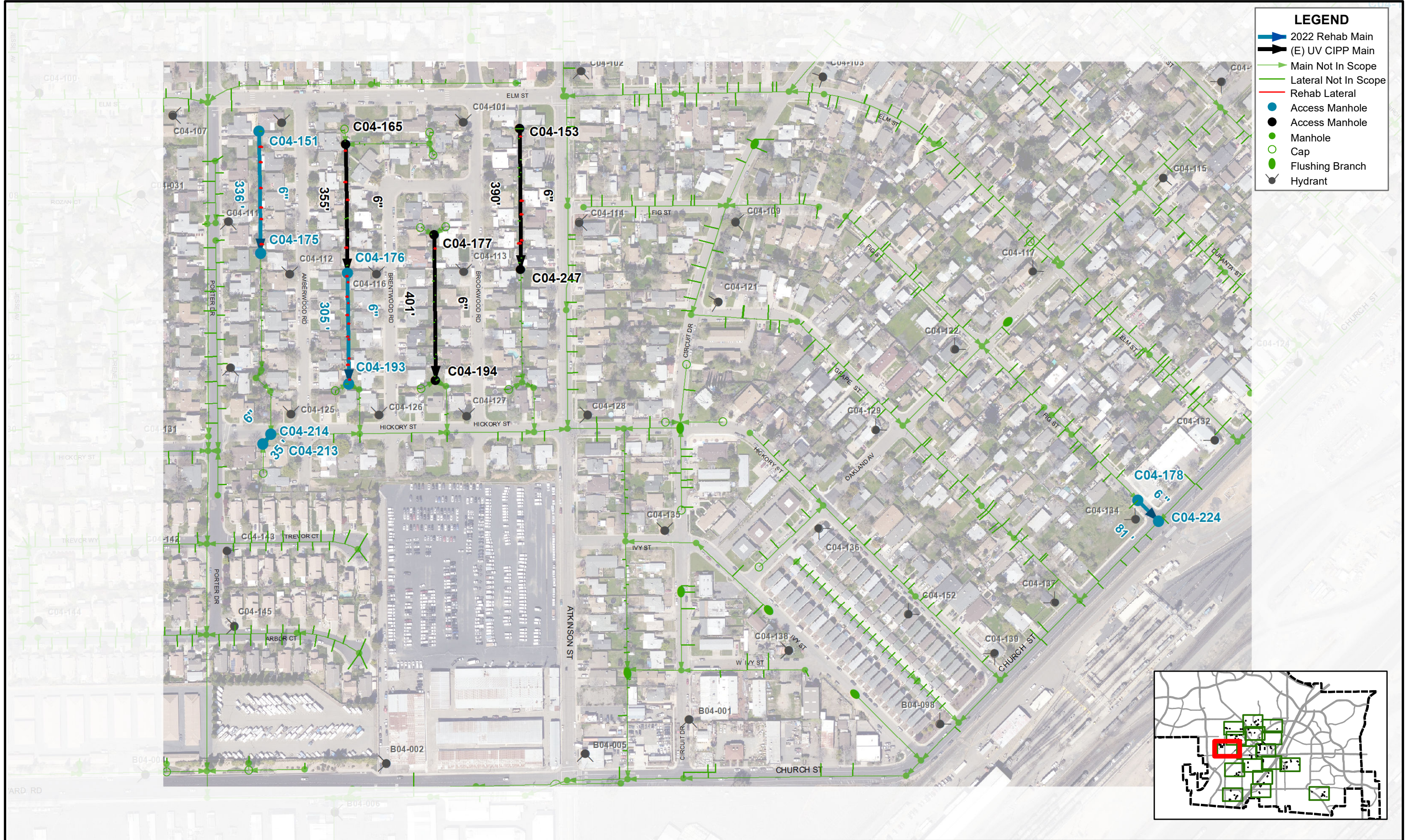




LEGEND

- 2022 Rehab Main
- (E) UV CIPP Main
- Main Not In Scope
- Lateral Not In Scope
- Rehab Lateral
- Access Manhole
- Access Manhole
- Manhole
- Cap
- Flushing Branch
- Hydrant





REV NO.	DATE:	DRAWN:	CHKD:	COMMENTS:

DESIGNED BY: JC
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APPROVED BY: TM
DATE: DEC 2022



**ENVIRONMENTAL UTILITIES
ENGINEERING DIVISION**

City of Roseville
2022 Sewer Collection System CIPP Rehabilitation Project



Area 9

					DESIGNED BY: JC	 ENVIRONMENTAL UTILITIES ENGINEERING DIVISION	City of Roseville 2022 Sewer Collection System CIPP Rehabilitation Project	 Area 10 NOT TO SCALE	Page 15
					DRAWN BY: JMH				
					APPROVED BY: TM				
REV NO.	DATE:	DRAWN:	CHKD:	COMMENTS:	DATE: DEC 2022				



REV NO.	DATE	DRAWN	CHKD	COMMENTS

DESIGNED BY: JC
DRAWN BY: JMH
APPROVED BY: TM
DATE: DEC 2022



ENVIRONMENTAL UTILITIES
ENGINEERING DIVISION

City of Roseville
2022 Sewer Collection System CIPP Rehabilitation Project



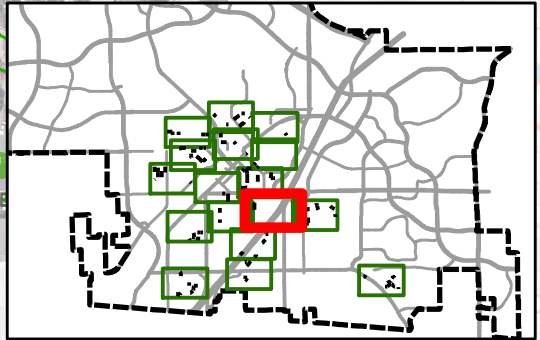
Area 11

					DESIGNED BY: JC	 ENVIRONMENTAL UTILITIES ENGINEERING DIVISION	City of Roseville 2022 Sewer Collection System CIPP Rehabilitation Project	 Area 12 NOT TO SCALE	Page 17
					DRAWN BY: JMH				
					APPROVED BY: TM				
REV NO.	DATE:	DRAWN:	CHKD:	COMMENTS:	DATE: DEC 2022				



LEGEND

- 2022 Rehab Main
- (E) UV CIPP Main
- Main Not In Scope
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REV NO.	DATE	DRAWN	CHKD	COMMENTS

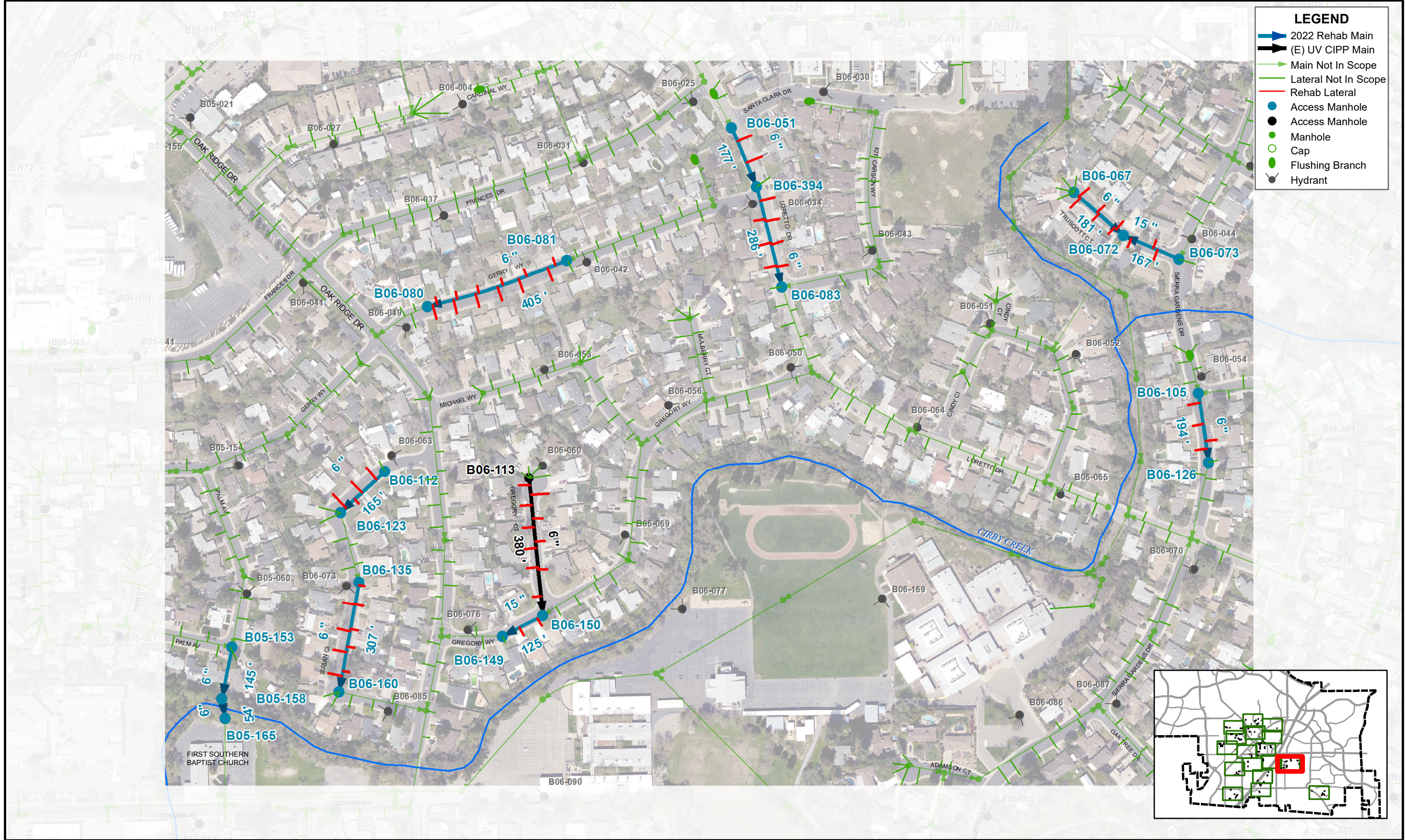
DESIGNED BY: JC
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APPROVED BY: TM
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 **ENVIRONMENTAL UTILITIES
ENGINEERING DIVISION**

City of Roseville
2022 Sewer Collection System CIPP Rehabilitation Project

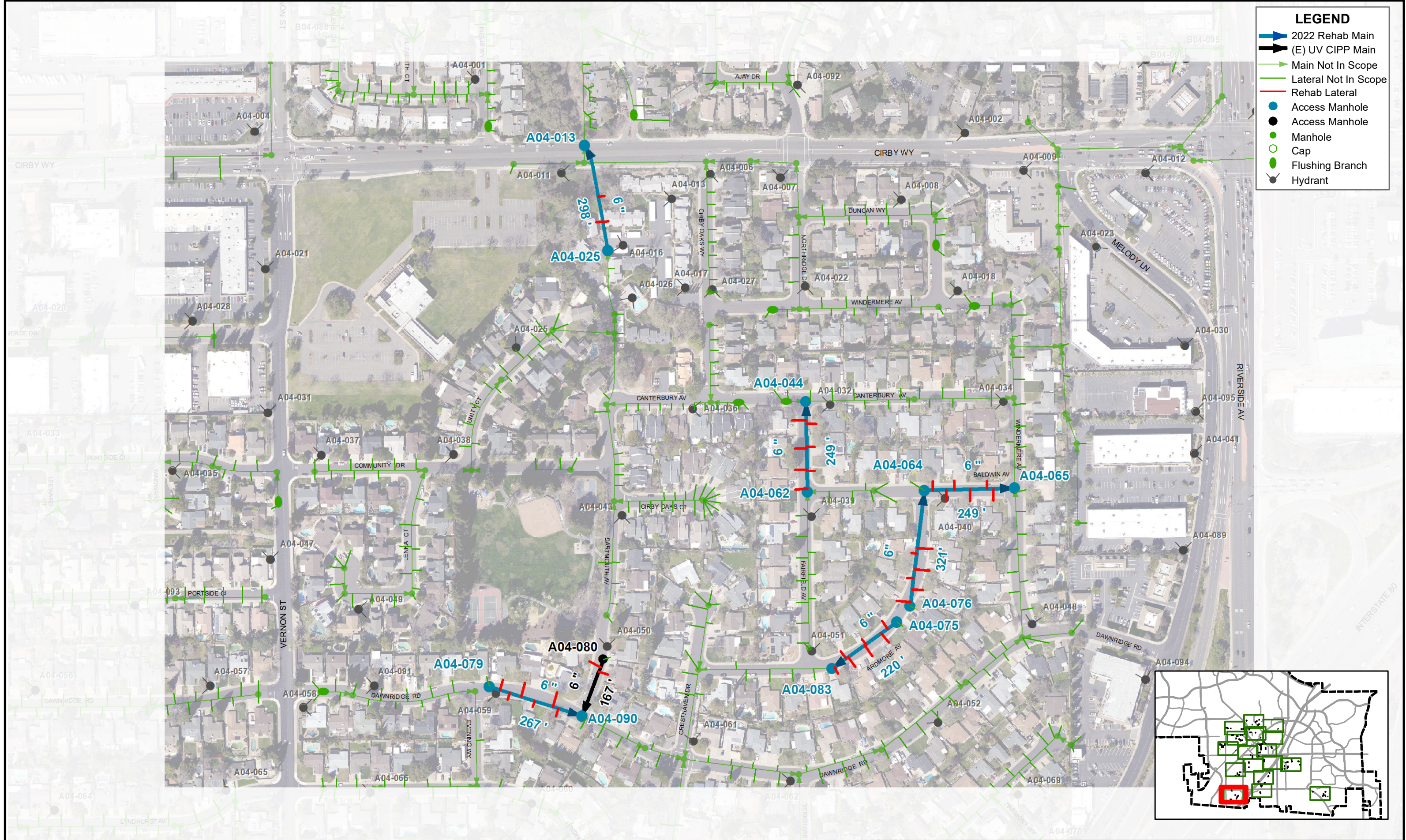


Area 13



					DESIGNED BY: JC	 ENVIRONMENTAL UTILITIES ENGINEERING DIVISION	City of Roseville 2022 Sewer Collection System CIPP Rehabilitation Project	 NOT TO SCALE	Area 16	Page 20
				DRAWN BY: JMH						
				APPROVED BY: TM						
				DATE: DEC 2022						
REV NO.	DATE:	DRAWN:	CHKD:	COMMENTS:						

					DESIGNED BY: JC	 ENVIRONMENTAL UTILITIES ENGINEERING DIVISION	City of Roseville 2022 Sewer Collection System CIPP Rehabilitation Project	 Area 17 NOT TO SCALE	Page 21
					DRAWN BY: JMH				
					APPROVED BY: TM				
REV NO.	DATE:	DRAWN:	CHKD:	COMMENTS:	DATE: DEC 2022				



LEGEND

- 2022 Rehab Main
- (E) UV CIPP Main
- Main Not In Scope
- Lateral Not In Scope
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- Access Manhole
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					DESIGNED BY: JC	 ENVIRONMENTAL UTILITIES ENGINEERING DIVISION	City of Roseville 2022 Sewer Collection System CIPP Rehabilitation Project	 Area 19 NOT TO SCALE	Page 23
					DRAWN BY: JMH				
					APPROVED BY: TM				
REV NO.	DATE:	DRAWN:	CHKD:	COMMENTS:	DATE: DEC 2022				



COUNCIL COMMUNICATION

CC #: 2484
File #: 0203-04

Title: Citywide Plotter Replacement - Contract Purchase Agreement
Contact: Brian Johnson 916-774-5141 bjohnson@roseville.ca.us

Meeting Date: 1/18/2023
Item #: 7.11.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution approving the Contract Purchase Agreement (3002678) with J.J.R. Enterprises, Inc. dba Caltronics Business Systems and authorizing the City Manager to execute it.

BACKGROUND

There are nine (9) large format plotters and/or scanners throughout the City that have reached their end of life. These machines are used for a variety of purposes which include, but are not limited to, public safety large scale aerial wall maps, planning and development related maps, scanning of as-built drawings and printing of presentation posters.

Many of the City's current plotters have begun to fail or function in a sub-optimal manner so it is in the interest of the City that these units are replaced to increase plotting speed and productivity output for City staff and the services they support.

The City is leveraging an existing competitive bid contract (National Association of State Procurement Officials (NASPRO) Contract #140597) and includes all related hardware, software, ink, installation, training, e-waste recycling, as well as five years of support care packs. The total cost is \$136,353.88.

FISCAL IMPACT

The total cost of \$136,353.88 will be funded through the FY2022-23 Information Technology Replacement Fund budget.

ENVIRONMENTAL REVIEW

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

§15060(c)(3) and §15378. Approval of a Contract Purchase Agreement for citywide plotter replacement meets the above criteria is not subject to CEQA. No additional environmental review is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal E - Deliver exceptional city services

Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Brian Johnson, Information Technology Program Manager

Hong Sae, Chief Information Officer



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 23-014

Contract Purchase Agreement

RESOLUTION NO. 23-014

APPROVING A CONTRACT PURCHASE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND J. J. R. ENTERPRISES, INC. DBA CALTRONICS BUSINESS SYSTEMS, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a contract purchase agreement (3002678), to upgrade plotter and scanning devices, utilizing the National Association of State Procurement Officials (NASPO) contract #140597, by and between the City of Roseville and J. J. R. Enterprises, Inc. dba Caltronics Business Systems, has been reviewed by the City Council.

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

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 2023, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



Contract Purchase Agreement 3002678

Supplier Details:

Company Caltronics Business Systems
Contact Mason Magleby
Address JJR Enterprises Inc File 2388
1801 W Olympic Blvd
Pasadena, CA 91199

Submit your response to:

Company City of Roseville
Contact "Becky" Rebecca Philipp
Address Purchasing Division
311 Vernon St
Roseville, CA 95678
Phone (916) 746-1110
Fax (916) 746-1115
E-mail BPhilipp@roseville.ca.us

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

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

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

Sole proprietorship - By owner

Partnership - Any general partner

Corporation - Two options:

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

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

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

Insurance requirements:

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



Contract Purchase Agreement 3002678

Agreement	3002678
Agreement Date	19-DEC-2022
Change Order	1
Change Order Date	19-DEC-2022
Revision	0
Agreement Amount	136,353.88 USD

Invoice To **City of Roseville**
Accounts Payable
311 Vernon St
ROSEVILLE CA 95678

Phone: (916) 774-5488

Fax: (916) 784-3796

Email: accountspayable@roseville.ca.us

Supplier **Caltronics Business Systems**

JJR Enterprises Inc File 2388

1801 W Olympic Blvd

Pasadena, CA 91199

Phone: (916) 361-5300

Fax: ()

Email: maglebym@caltronics.net

Description of Labor, equipment and/or materials: VENDOR SHALL PROVIDE THREE HP DESIGNJET AND HP SD PRO 2 EQUIPMENT, 5-YEAR CARE PACKS AND INK SETS IN ACCORDANCE WITH THE ATTACHED CALTRONICS BUSINESS SYSTEMS "CITY OF ROSEVILLE WIDE FORMAT PRINTING SOLUTION" DATED 12/13/22 UTILIZING NASPO CONTRACT 140597.

START DATE: UPON EXECUTED AGREEMENT

END DATE: UPON COMPLETION OF CARE PACKS

PLEASE CONTACT BRIAN JOHNSON IN THE INFORMATION TECHNOLOGY DEPARTMENT AT (916) 774-5141 OR BJOHNSON@ROSEVILLE.CA.US FOR QUESTIONS REGARDING THIS AGREEMENT.

Quantity	Unit Price	Product Name	Weight	Unit	Destination	Best Method
13298	Net 30	Freight on Board at the destination				

"Becky" Rebecca Philipp Phone 1-916-746-1110

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

Contract Terms and Conditions

1. To the fullest extent allowed by law, Consultant agrees to indemnify, including the cost to defend City, and its officers, agents, employees and volunteers from any and all claims, demands, costs or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant and its agents in the performance of services under this contract, but this indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, arising from the sole negligence, willful misconduct or defects in design by City or the agents, servants, or independent contractors who are directly responsible to City, or arising from the active negligence of City. Consultant's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.
2. Consultant is an independent contractor, and shall not be considered an officer, agent or employee of the City.
3. Without the written consent of the City, this Agreement is not assignable by Consultant either in whole or in part.
4. Time is of the essence of this Agreement.
5. At any time during the term of this Agreement, the City has the right to terminate this Agreement, provided Consultant is given thirty (30) days written notice. City's termination shall be without further liability to City; however, Consultant shall be entitled to all costs reasonably incurred prior to the date of termination. Consultant acknowledges that City may terminate this Agreement should funds not be appropriated by its governing body to continue services under this Agreement.
6. This Agreement may only be amended or modified in writing. It is integrated and contains the complete understanding of the parties.
7. All equipment, supplies and services sold to the City of Roseville shall conform to the general safety orders of the State of California.
8. Unless notified to the contrary, in writing, the City assumes that the Consultant has accepted the work in accordance with the plans and specifications (if any) and agrees to do the work in compliance with this Agreement. Any work product created for City pursuant to this Agreement is deemed owned by City.
9. All prevailing wages and fair employment practices must be adhered to. For prevailing wage contracts over \$25,000, copies of certified payroll must be submitted with invoices. Prevailing wage rates may be obtained from the State Department of Industrial Relations and/or the following website address:
<http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>
10. Consultant agrees to the below insurance requirements:
 - a. Unless otherwise specified, the Consultant shall maintain the policies of insurance outlined in Attachment A, incorporated herein by this reference, in full force and effect during the term of this Agreement. The City of Roseville retains sole discretion in determining the types and proper levels of insurance coverage.
 - b. Form. Consultant shall submit a certificate evidencing such coverage for the period covered by this Agreement in a form satisfactory to Risk Management and the City Attorney, prior to undertaking any work hereunder. Any insurance written on a claims made basis is subject to the approval of Risk Management and the City Attorney.
 - c. Additional Insureds. Consultant shall also provide a separate endorsement or section of the policy showing City, its officers, agents, employees, and volunteers as additional insureds for each type of coverage, except for Workers' Compensation and Professional Liability. Such insurance shall specifically cover the contractual liability of Consultant.

The additional insured coverage under the Consultant's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from City's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office (ISO) CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be:

- (1) the minimum coverage and limits specified in this Agreement; or
 - (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater
- d. Cancellation/Modification. Consultant shall provide thirty (30) days written notice to City prior to cancellation or modification of any insurance required by this Agreement.
 - e. Umbrella/Excess Insurance. The limits of insurance required in this Agreement may be satisfied by a combination of primary and excess insurance. Any excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of City (if agreed to in a written contract) before City's own insurance shall be called upon to protect it as a named insured.
 - f. Subconsultants. Consultant agrees to include in its contracts with all subconsultants the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, to the extent they apply to the scope of the subconsultants work. Furthermore, Consultant shall require its subconsultants to agree to be bound to Consultant and City in the same manner and to the same extent as Consultant is bound to City under this Agreement. Additionally, Consultant shall obligate its subconsultants to comply with these same provisions with respect to any tertiary subconsultant, regardless of tier. A copy of City's indemnity and insurance provisions will be furnished to the subconsultant or tertiary subconsultant upon request.
 - g. Self-Insured Retentions. All self-insured retentions (SIR) must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or City. City reserves the right to obtain a full certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.
 - h. Waiver of Subrogation. Consultant hereby agrees to waive subrogation which any insurer of Consultant may acquire from Consultant by virtue of the payment of any loss under a Workers Compensation, Commercial General Liability or Automobile Liability policy. All Workers Compensation, Commercial General Liability and Automobile Liability policies shall be endorsed with a waiver of subrogation in favor of City, its officers, agents, employees and volunteers for all work performed by Consultant, its employees, agents and sub consultants.
 - i. Liability/Remedies. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve Consultant of liability in excess of such coverage, nor shall it preclude City from taking such other actions as are available to it under any other provisions of this Agreement or law.
11. Consultant shall comply with all federal, state, local laws, ordinances and policies as may be applicable to the performance of services under this Agreement. Failure to comply with local ordinances may result in monetary fines and cancellation of this Agreement.
 12. In the event that the terms of any attachment or exhibit conflict with any terms of this Agreement, the terms of this Agreement shall control.
 13. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

14. If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorneys' fees. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
15. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.
16. If any of the provisions contained in this Agreement are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.
17. For purposes of this Agreement, the terms "Contractor," "Consultant," and "Supplier" are used interchangeably.
18. Consultant agrees that any and all information furnished by City shall be deemed proprietary and confidential. All such information, to the extent previously, presently or subsequently disclosed to Consultant and/or processed and derived by Consultant services is the property of City and such property shall be deemed and treated as "Confidential Information" of City. Consultant acknowledges that such Confidential Information may contain information provided and/or generated by third-parties. Consultant agrees that such Confidential Information shall not be disclosed to any third party without written permission from City, except as required by law. Consultant shall not use the Confidential Information except to perform Consultant's services as directed by City.
19. All facilities, devices, networks and services used to store, deliver, process, backup or purge Confidential Information will employ administrative, physical, technical, and procedural safeguards and best practices at a level sufficient to secure Confidential Information from unauthorized access, destruction, use, modification, or disclosure. Such measures will be no less protective than those used to secure Consultant's own information of a similar type, and in no event less than reasonable in view of the type and nature of the information involved. It is the City's expectation that Consultant, at its own expense, shall perform annual audits for any data centers that house Confidential Information, using an independent third-party audit that meets industry standards applicable to the services under this Agreement, and provide the audit report or certification upon request to City.
20. Consultant will retain Confidential Information until deleted by City or City-authorized third party, or for a time period mutually agreed upon by the parties to this Agreement.
21. Upon termination or expiration of this Agreement, Consultant will ensure that all Confidential Information is securely transferred to City within thirty (30) calendar days. Consultant will ensure that any transfer of Confidential Information is accomplished by methods that are compatible with the relevant City systems, and that City will have access to all Confidential Information during any such transfer. Consultant shall securely dispose of all Confidential Information when requested by City and Consultant will provide written notification to City once all Confidential Information has been securely disposed of.
22. Consultant shall report to City any data compromise or unauthorized access to Confidential Information within twenty-four (24) hours after Consultant discovers such data compromise or unauthorized access. Consultant will take commercially reasonable measures to address any such data compromise or unauthorized access in a timely manner. Except as otherwise required by law, Consultant will not provide notice to end users or other entities of any such data compromise or unauthorized access without written permission from City. Consultant will promptly reimburse City in full for all fees and costs incurred by City in any investigation, remediation or litigation resulting from any such data compromise or unauthorized access, including identity protection and restoration services for each person, who in the City's sole discretion, could be impacted by identity theft.
23. Consultant may not advertise that City is a client, list City as a reference or otherwise use City's name, logos, trademarks, or service marks without prior written permission from City.

24. Consultant acknowledges that services rendered under this agreement (including but not limited to service levels and operational levels) shall be performed in accordance with industry standards.
25. If the project referenced on this agreement is a Public Works project, then the following shall apply: No contractor or subcontractor may work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. During the performance of this agreement, Contractor and its subcontractors shall have a continuing legal obligation to maintain current registration with the Department of Industrial Relations. Contractor is hereby notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
26. If the project referenced on this agreement is a Public Works project, then the following shall apply: Contractor must submit all claims as defined in and in accordance with the claim resolution process set forth in Section 9204 of the Public Contract Code. Each such claim must be sent to the City by registered mail or certified mail with return receipt requested and must contain reasonable documentation to support the claim. All claims must be received prior to acceptance of the work.
27. Consultant certifies that Consultant, its employees, directors, officers, agents, subcontractors, vendors, and volunteers are not presently debarred, excluded, suspended, declared ineligible, voluntarily excluded, or proposed for debarment, exclusion, suspension or ineligibility by any federal, state, or local department or agency.
28. This Agreement may be amended via change order, but only if such change order is made in writing, approved by the City, and signed by both parties.
29. CONSULTANT agrees to defend and indemnify CITY if, despite the parties intent and practice, any venue, agency, or court with competent jurisdiction determines that CONSULTANT and/or any of its agents, officers, employees, volunteers, independent contractors, or subcontractors, are characterized as employee(s) of CITY.

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

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

Roseville Business License No. 00801220

Contractor License No. N/A

DIR Registration No. N/A

Check mark the applicable company type below:

Contract Purchase Agreement 3002678

 X Corporation

 Limited Liability Company

 Partnership

 Sole Proprietor

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

Information Technology T&C

REV 3/2/21 JS

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

General - Required Coverage/Documentation

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

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

Construction: _____
General Liability:
\$2 Million/occurrence
\$4 Million aggregate

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

Professional Consultant: _____
Professional Liability:
\$1 Million/occurrence

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

Hazardous Materials: _____
Pollution Liability:
\$1 Million/occurrence

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

Professional Counseling/ Psychological: _____
Professional Liability:
\$1 Million/occurrence

No auto required

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

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

Insurance Submission Process

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

How It Works

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

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

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

Supplier

Signature: 

Print Name: Kyle Harvey

Title: Vice President, Sales

Date: 12/20/2022

Supplier

Signature: 

Print Name: Karen Roscher

Title: CFO

Date: 12/20/2022

City of Roseville, A Municipal Corporation

Signature: _____

Print Name: **Dominick Casey**

Title: **City Manager**

Date: _____



City of Roseville Wide Format Printing Solution

Naspo Contract # 140597

HP DesignJet Options

Machine	Purchase Price	# of machines	Total Purchase Price	5 Year Care Pack	# of packs	Total Care Pack Price	EO Cost + Care Pack	EW Set Cost	# of sets	Total Ink Set Price	EO Cost + Care Pack + Ink Set
HP DesignJet T2600 Dual Roll	\$11,314.56	4	\$45,258.24	\$7,459.00	4	\$29,436.00	\$58,754.01	\$1,032.00	4	\$4,128.00	\$63,222.04
HP DesignJet Z6 44" Dual Roll	\$6,924.67	3	\$20,774.01	\$2,770.00	3	\$8,310.00	\$28,784.01	\$1,032.00	3	\$3,096.00	\$31,880.01
HP DesignJet Z6 Pro 64" Dual Roll	\$12,678.65	1	\$12,678.65	\$2,984.00	1	\$2,984.00	\$15,642.65	\$4,256.95	1	\$0.00	\$19,798.60
HP SD Pro 2 44" Scanner	\$11,144.07	1	\$11,144.07	\$2,485.00	1	\$2,485.00	\$13,629.07				\$13,629.07
Totals			\$89,455.37	\$27,835.00		\$27,835.00	\$117,950.37	\$11,489.95			\$128,531.32
										TAX (7.75%)	\$7,622.56 (care packs not taxed)
										TOTAL w/ TAX	\$136,333.88 (tax was withheld from care packs)



A FLEX TECHNOLOGY GROUP Company

Today's Date:

12/13/22

Quote Valid for 90 days

Proposal Prepared For:

City of Roseville

Technology/Specifications

Prints at 21 sec/page on A1/D
 Print Resolution 2400 x 1200 dpi
 Applications/ Line Drawings, Maps, Orthophotos,
 128GB File Processing & 500GB Hard Drive
 Weight 229lbs
 Dimensions (w55 x d30 x h49 in)
 100 Sheet Stacker
 Copy Reduction 25 to 400%

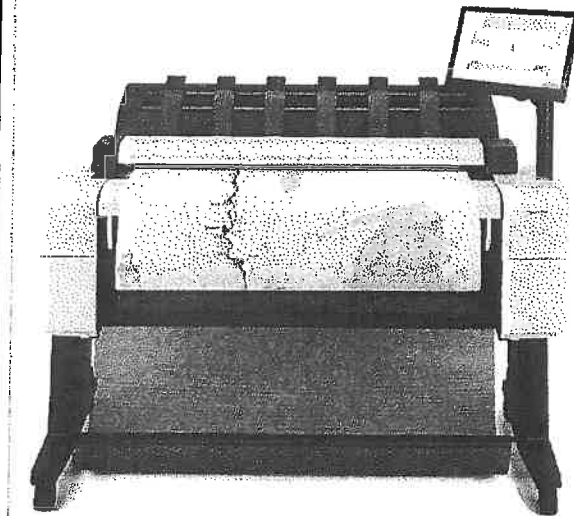
Included with Delivery

Printhead
 Start up Ink Cartridges
 Printer Stand/ Media Bin
 Quick Reference Guide
 Start up Software
 Power Cord
 15,6" Touchscreen

Supplies

P2V71A (MATTE BLACK/300ML)
 P2V68A (CYAN/300ML)
 P2V69A (MAGENTA/300ML)
 P2V70A (YELLOW/300ML)
 P2V73A (PHOTO BLACK/300ML)
 P2V72A (GRAY/300ML)

HP DesignJet T2600dr



Service Options

INCLUDES PARTS & LABOR

3 Year Care Park	\$1,849.00
4 Year Care Park	\$2,629.00
5 Year Care Park	\$3,459.00

36"

Includes a 90 day Parts & Labor Warranty

Purchase Option

FMV Leasing Option

Purchase Price (Plus Tax) \$11,314.66

60 Month \$224.03

*Includes Delivery, Set up,
 Connectivity, Training*

48 Month NA

36 Month \$345.10



Quote Valid for 90 days

Proposal Prepared For:

Today's Date:

12/13/22

City of Roseville

Technology/Specifications

Prints 866 sq ft/hr page on A1/D
 Print Resolution 2400 x 1200 dpi
 Applications/ Line Drawings, Renderings, Presentations
 128GB Memory/ 500GB Hard Disk
 Weight 211lbs
 Dimensions (w71 x d27.4 x h39.3in)

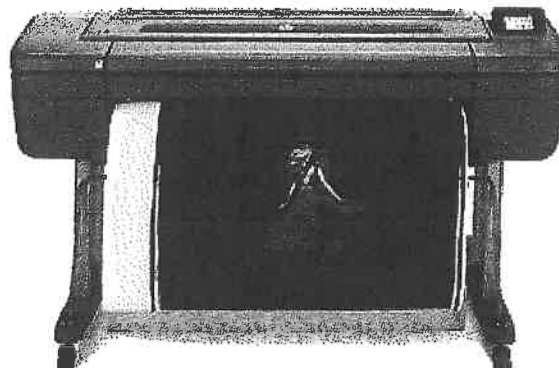
Included when Delivered

Printhead
 Start up Ink Cartridges
 Printer Stand
 2 x Spindles
 Quick Reference Guide
 Start up Software
 Power Cord

Supplies

HP DesignJet Z6dr with V Trimmer

P2V78A - 300ml - Magenta \$172.00
 P2V79A - 300ml - Yellow \$172.00
 P2V80A - 300ml - Cyan \$172.00
 P2V81A - 300ml - Chromatic Red \$172.00
 P2V82A - 300ml - Photo Black \$172.00
 P2V83A - 300ml - Matte Black \$172.00
 P2V78A - 300ml - Magenta \$172.00
 P2V25A - Printhead \$172.00



Service Options

INCLUDES PARTS & LABOR

3 Year Care Pack \$1,455.00
4 Year Care Pack \$2,110.00
5 Year Care Pack \$2,770.00

44"

Includes a 90 day Parts & Labor Warranty

Purchase Option

FMV Leasing Option

Purchase Price (Plus Tax) \$6,824.67

60 Month \$135.13

*Includes Delivery, Set up,
 Connectivity, Training*

48 Month NA

36 Month \$208.15



Quote Valid for 90 days

Proposal Prepared For:

Today's Date:
12/13/22

City of Roseville

Technology/Specifications

Prints at 98M²/hr on plain media
 Print Resolution 2400 x 1200 dpi
 Applications: Posters, Banners, Mockups, Photos, Film,
 Digital Fine Art, Proofs, Displays, Event Graphics,
 Light Boxes, Self Adhesive, Fabirc
 86GB Memory/ 500GB Hard Disk
 Weight 372lbs
 Dimensions (w102.55 x d31 x h55.19in)

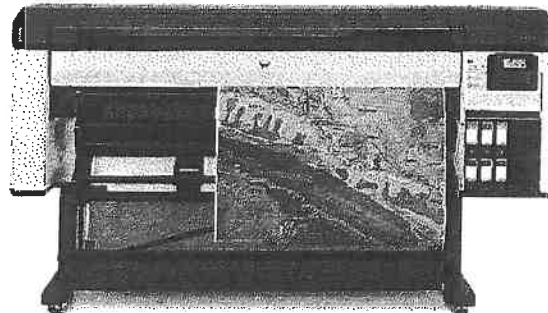
Included when Delivered

Printheads
 Start up Ink Cartridges
 Printer Stand
 Quick Reference Guide
 Start up Software
 Power Cord
 Set up
 Install

Supplies

HP DesignJet Z6 Pro Dual Roll

1XB17A HP 775 500-ml Cyan Ink Cartridge
 1XB18A HP 775 500-ml Magenta Ink Cartridge
 1XB19A HP 775 500-ml Yellow Ink Cartridge
 1XB20A HP 775 500-ml Chromatic Red Ink Cartridge
 1XB21A HP 775 500-ml Photo Black Ink Cartridge
 1XB22A HP 775 500-ml Matte Black Ink Cartridge
 3ED19A HP 777 DesignJet Maintenance Cartridge
 3EED9A HP 777 DesignJet Printhead



Service Options

INCLUDES PARTS & LABOR

3 Year Care Pack

4 Year Care Pack

5 Year Care Pack \$2,964.00

64"

Includes a 90 day Parts & Labor Warranty

Purchase Option

FMV Leasing Option

Purchase Price (Plus Tax) \$12,578.65

60 Month \$289.06

*Includes Delivery, Set up,
Connectivity, Training*

36 Month \$383.65



A FLEX TECHNOLOGY GROUP Company

Today's Date
12/13/22

Quote Valid for 90 days

Proposal Prepared For:

City of Roseville

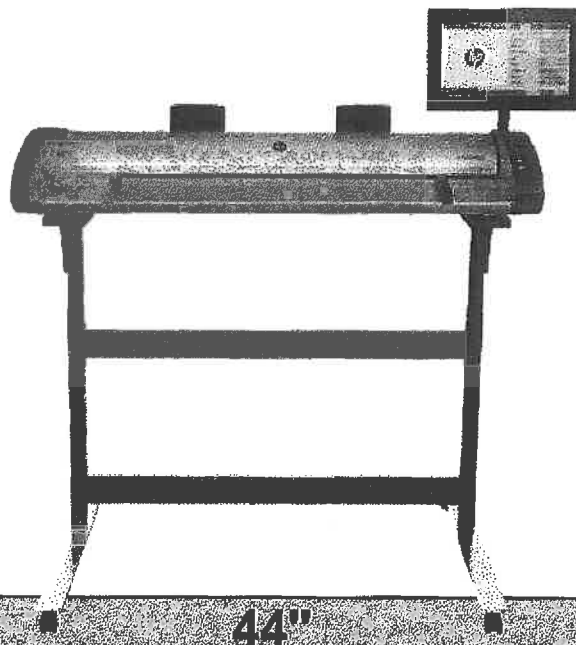
Technology/Specifications

Scan Speed (13"per second in Black & White & 6" in Color)
Optical Resolution 1200 dpi
2GB Memory/ 500GB Hard Disk
Weight 132lbs
Dimensions (w36.6 x d57.8 x h65in)

Included when Delivered

HP SD Pro 44" Scanner
Stand
Touchscreen Panel (PC)
Quick Reference Guide
Media Guide
Copy/Scan Software
Ethernet Cables
2 x Power Cord

HP SD Pro 44" Scanner



44"

Comes with a one year warranty that includes Parts & Labor

Purchase Option		FMV Leasing Option	
Purchase Price (Plus Tax)	\$11,144.07	60 Month	\$220.65
Install/Training	Included		
Total	\$11,144.07	36 Month	\$338.98

HP DesignJet Z6

SKU	Ink Color	Price
P2V81A	HP 746 300-ML CHRMT C RED INK CARTRIDGE	\$172.00
P2V80A	HP 746 300-ML CYAN INK CARTRIDGE	\$172.00
P2V78A	HP 746 300-ML MAGENTA INK CARTRIDGE	\$172.00
P2V83A	HP 746 300-ML MATTE BLACK INK CARTRIDGE	\$172.00
P2V82A	HP 746 300-ML PHOTO BLACK INK CARTRIDGE	\$172.00
P2V79A	HP 746 300-ML YELLOW INK CARTRIDGE	\$172.00

HP DesignJet Z6 Pro

SKU	Ink Color	Price
3WW81A	HP 775M/776M 1L CYAN DJ INK CRT	\$444.60
3WW82A	HP 775M/776M 1L MAGENTA DJ INK CRT	\$444.60
3WW83A	HP 775M/776M 1L YELLOW DJ INK CRT	\$444.60
3WW84A	HP 775M/776M 1L CHROMATIC RED DJ INK CRT	\$444.60
3WW80A	HP 775M/776M 1L PHOTO BLACK DJ INK CRT	\$444.60
3WW85A	HP 775M/776M 1L MATTE BLACK DJ INK CRT	\$444.60
3WW86A	HP 775M/776M 1L CHROMATIC BLU DJ INK CRT	\$444.60
3WW87A	HP 775M/776M 1L CHROMATIC GRN DJ INK CRT	\$444.60
3WW88A	HP 775M/776M 1L GRAY DJ INK CRT	\$444.60
1XB06A	HP 776 500ML GLOSS ENHANCER DJ INK CRT	\$255.55

HP DesignJet T2600dr

SKU	Ink Color	Price
1XB25A	HP 730F 300-ML YELLOW INK CARTRIDGE	\$172.00
1XB26A	HP 730F 300-ML MAGENTA INK CARTRIDGE	\$172.00
1XB27A	HP 730F 300-ML CYAN INK CARTRIDGE	\$172.00
1XB28A	HP 730F 300-ML PHOTO BLACK INK CARTRIDGE	\$172.00
1XB29A	HP 730F 300-ML GRAY INK CARTRIDGE	\$172.00
1XB30A	HP 730F 300-ML MATTE BLACK INK CARTRIDGE	\$172.00



COUNCIL COMMUNICATION

CC #: 2497

File #: 0400-04-12-1

Title: Sierra Vista II Sewer Lift Station Project - Notice of Completion

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

Meeting Date: 1/18/2023

Item #: 7.12.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt the attached resolution accepting Sierra Vista II, Sewer Lift Station, CWJ # 190463, as complete and authorizing the City Engineer to execute the Notice of Completion.

BACKGROUND

The Engineering Division has made a final inspection of the above project and has found the roadway infrastructure work complete in accordance with the improvement plans and City Specifications.

FISCAL IMPACT

The actions requested as part of this action have no impact to the City's General Fund. Construction costs were paid by the developer.

ENVIRONMENTAL REVIEW

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

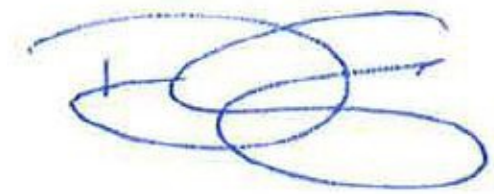
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Ignacio Vizcarra, Senior Construction Inspector

Mike Isom, Development Services Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 23-022

NOC Sierra Vista Phase II, Sewer Lift Station.

Vicinity Map

FINAL MAP Sierra Vista Phase-II Sewer Lift Station

Bonds

RESOLUTION NO. 23-022

RESOLUTION OF THE COUNCIL OF THE CITY OF ROSEVILLE ACCEPTING THE PUBLIC WORK KNOWN AS SIERRA VISTA II, SEWER LIFT STATION PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING AND DIRECTING THE CITY ENGINEER TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE, THEREFORE, AND ACCEPTING A PORTION OF THE DEDICATIONS OFFERED ON THE RECORDED MAP OF THE SUBDIVISION.

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

1. The "Notice of Completion" on file in the City Clerk's Department relative to that public work known as the Sierra Vista II, Sewer Lift Station is hereby approved and the public work accepted.
2. A portion of the right-of-way and easements offered for dedication on the final map of Sierra Vista –KT Properties Phase 2 Large Lot Subdivision recorded in Book FF of Maps, Page 18, in the office of the recorder of Placer County, is hereby accepted by the City in part as said dedications relates to the improvement plan set known as Sierra Vista II Sewer Lift Station.
3. The City Engineer is hereby authorized and directed to execute said Notice on behalf of the City of Roseville.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

CITY CLERK

RECORDING REQUESTED BY AND WHEN
RECORDED MAIL TO:

CITY CLERK
CITY OF ROSEVILLE
311 VERNON STREET
ROSEVILLE, CA 95678

Exempt from recording fees
Pursuant to Gov't Code §27383

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN that the public work of improvement known as the _____ Project was completed and accepted by the City of Roseville on _____. The location is situated in the City of Roseville, County of Placer, State of California and is indicated on the attached map, marked as Exhibit "A" and incorporated herein by this reference. The real property herein described is owned by the City of Roseville, 311 Vernon Street, Roseville CA 95678.

The direct/general contractor on said project was _____.

The surety on said project was _____.

_____.

City of Roseville
Owner

ATTEST:

Carmen Avalos, City Clerk

State of California)
County of Placer)

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

City of Roseville

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

State of California)
County of Placer)

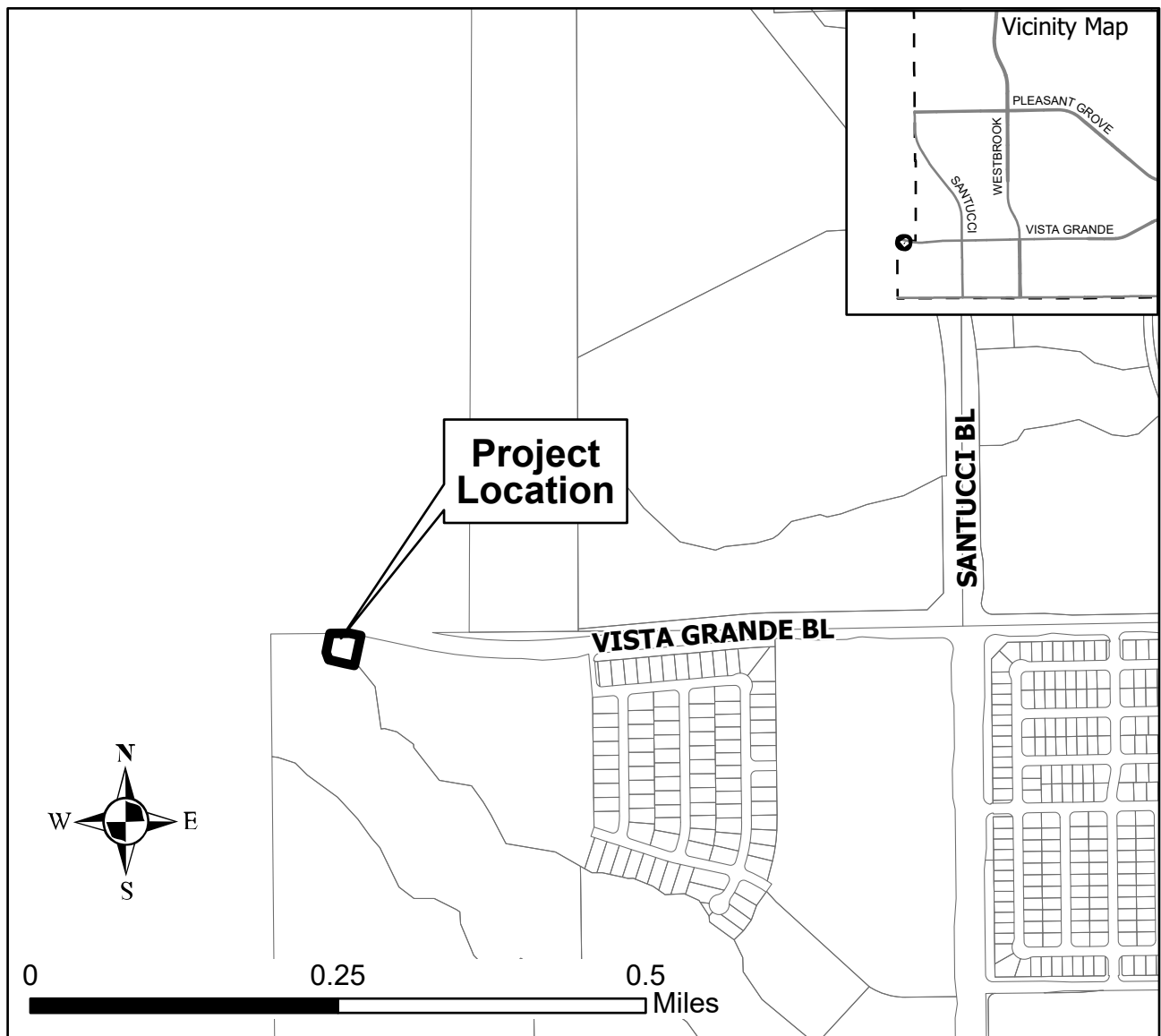
Subscribed and sworn to (or affirmed) before
me on this _____ day of _____,
20____, _____
proved to me on the basis of satisfactory
evidence to be the person(s) who appeared
before me.

Place Notary Seal and/or Stamp Above

Signature of Notary Public

EXHIBIT A

City of Roseville Sierra Vista II Lift Station



OWNER'S STATEMENT

THE UNDERSIGNED HEREBY CERTIFY THAT THEY ARE THE ONLY PERSONS HAVING ANY RECORD TITLE INTEREST IN THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION SHOWN UPON THIS FINAL MAP OF "SIERRA VISTA - KT PROPERTIES PHASE 2 LARGE LOT SUBDIVISION" AND THEY HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS FINAL MAP AND HEREBY OFFER FOR DEDICATION AND DO HEREBY DEDICATE FOR PARTICULAR PURPOSES THE FOLLOWING:

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS EASEMENT FOR PUBLIC PURPOSES:

- (A) PUBLIC EASEMENTS FOR THE INSTALLATION AND MAINTENANCE OF, BUT NOT LIMITED TO ELECTROLIERS, WATER AND GAS PIPES, SEWER AND DRAINAGE PIPES, AND FOR UNDERGROUND WIRE AND CONDUITS, ABOVE GROUND APPURTENANCES FOR ELECTRIC, TELEPHONE AND TELEVISION SERVICES AND TRAFFIC CONTROL APPURTENANCES TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER, UNDER AND ACROSS LOT A AND THOSE STRIPS OF LAND LYING CONTIGUOUS TO THE RIGHT OF WAY, AS SHOWN HEREON AND DESIGNATED "P.U.E." (PUBLIC UTILITY EASEMENT).
- (B) PUBLIC EASEMENT FOR THE INSTALLATION AND MAINTENANCE OF A BUS SHELTER TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER AND ACROSS THOSE STRIPS OF LAND SHOWN HEREON AND DESIGNATED "B.S.E." (BUS SHELTER EASEMENT)
- (C) PUBLIC EASEMENT FOR PEDESTRIAN / BICYCLE ACCESS AND THE INSTALLATION, REPAIR, REMOVAL OR REPLACEMENT OF LANDSCAPING TOGETHER WITH ANY AND ALL APPURTENANCES THERETO, ON OVER, UNDER AND ACROSS THOSE STRIPS OF LAND SHOWN HEREON AND DESIGNATED "P.E." (PASEO EASEMENT).
- (D) PUBLIC SEWER EASEMENT FOR THE INSTALLATION, MAINTENANCE AND REPAIR OF SEWER FACILITIES ON, OVER, UNDER AND ACROSS THE AREA SHOWN HEREON AND DESIGNATED "S.E." (SEWER EASEMENT).

THE REAL PROPERTY DESCRIBED BELOW IS IRREVOCABLY DEDICATED IN FEE FOR PUBLIC PURPOSES:

- (A) AS PUBLIC RIGHT OF WAY (INCLUDING ALL IMPROVEMENTS THEREON) THE STREETS SHOWN HEREON AS LOT A, SANTUCCI BOULEVARD, VISTA GRANDE BOULEVARD, SIERRA VILLAGE DRIVE, BASELINE ROAD AND ALSO SHOWN HEREON AND DESIGNATED AS I.O.D./R.O.W AND THOSE SEPARATE AREAS SHOWN HEREON AND DESIGNATED I.O.D./R.O.W..
- (B) 2 & 9 SHOWN HEREON TO THE CITY OF ROSEVILLE FOR OPEN SPACE PURPOSES.
- (C) LOT 3 SHOWN HEREON TO THE CITY OF ROSEVILLE FOR A SEWER LIFT STATION.
- (D) LOT 1, 7 & 13 SHOWN HEREON TO THE CITY OF ROSEVILLE FOR PARK PURPOSES.
- (E) LOT 12 SHOWN HEREON IS HEREBY RESERVED TO BE DEDICATED IN THE FUTURE AS A SCHOOL SITE.

SIERRA VISTA COMMUNITIES, LLC
A CALIFORNIA LIMITED LIABILITY COMPANY

BY: AKT INVESTMENTS, INC., A CALIFORNIA CORPORATION

BY: Chrysanthi Demos BY: Ryan Claycomb
NAME: CHRYSANTHY DEMOS NAME: RYAN CLAYCOMB
TITLE: PRESIDENT & CEO TITLE: Vice President

BY: LENNAR HOMES CALIFORNIA INC., A CALIFORNIA CORPORATION

BY: Larry Qualco BY: Earl Keith
NAME: LARRY QUALCO NAME: EARL KEITH
TITLE: VICE PRESIDENT TITLE: Vice President

SUBDIVISION MAP ACT SECTION 66477.5 CERTIFICATE

PURSUANT TO SECTION 66477.5 OF THE SUBDIVISION MAP ACT THE CITY OF ROSEVILLE SHALL RECONVEY LOT 3 AS SHOWN HEREON TO THE SUBDIVIDER NAMED BELOW IF THE CITY OF ROSEVILLE MAKES A DETERMINATION THAT THE SAME PUBLIC PURPOSE FOR WHICH THE PROPERTY WAS DEDICATED DOES NOT EXIST, OR THE PROPERTY OR ANY PORTION THEREOF IS NOT NEEDED FOR PUBLIC UTILITIES EXCEPT FOR ANY PORTION OF THE PROPERTY THAT IS REQUIRED FOR THE SAME PUBLIC PURPOSE OR PUBLIC UTILITIES.

SUBDIVIDER: SIERRA VISTA COMMUNITIES, LLC

ADDRESS: 1025 CREEK RIDGE DRIVE
ROSEVILLE CA, 95678

NOTARY'S ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY OR VALIDITY OF THAT DOCUMENT.

STATE OF California }
COUNTY OF Sacramento } SS

ON THE 9th DAY OF September, 2020, BEFORE ME, Alim Valiev
A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED,
Chrysanthi Demos and Ryan Claycomb, 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/HEY EXECUTED THE SAME IN HIS/HER/THEIR
AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE
PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE
INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE
FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL: Alim Valiev
PRINTED NAME: Alim Valiev

MY PRINCIPAL PLACE OF BUSINESS IS THE
COUNTY OF: Sacramento

MY COMMISSION EXPIRES: 12-27-2023

MY COMMISSION NO.: 2317355

NOTARY'S ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY OR VALIDITY OF THAT DOCUMENT.

STATE OF California }
COUNTY OF Placer } SS

ON THE 8th DAY OF September, 2020, BEFORE ME, Monique Reynolds
A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED,
Larry Qualco + Earl Keith, WHO PROVED TO ME ON THE BASIS OF
SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN
INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/HEY EXECUTED THE SAME IN HIS/HER/THEIR
AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE
PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE
INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE
FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL: Monique Reynolds
PRINTED NAME: Monique Reynolds

MY PRINCIPAL PLACE OF BUSINESS IS THE
COUNTY OF: Placer

MY COMMISSION EXPIRES: Nov. 24, 2020

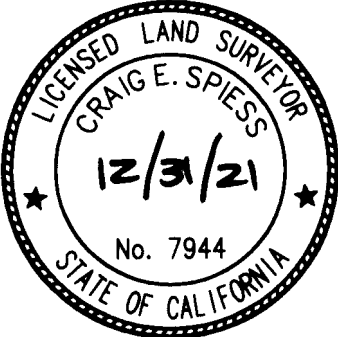
MY COMMISSION NO.: 2171057

SURVEYOR'S STATEMENT

THIS FINAL MAP OF "SIERRA VISTA - KT PROPERTIES PHASE 2 LARGE LOT SUBDIVISION" WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES AT THE REQUEST OF SIERRA VISTA COMMUNITIES, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, IN OCTOBER 2019. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP. ALL MONUMENTS SHOWN HEREON ARE OF THE CHARACTER AND WILL OCCUPY THE POSITIONS INDICATED, AND WILL BE SET BY DECEMBER 31, 2022 AND THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

R.E.Y. ENGINEERS, INC.

Craig E. Spiess
CRAIG E. SPIESS, PLS 7944
EXPIRATION DATE: DECEMBER 31, 2021
DATE: 9/8/20



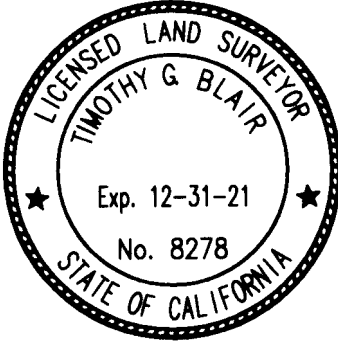
CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF "SIERRA VISTA - KT PROPERTIES PHASE 2 LARGE LOT SUBDIVISION" AND FIND IT TO BE SUBSTANTIALLY THE SAME AS THE TENTATIVE MAP ON FILE AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL APPLICABLE CITY ORDINANCES HAVE BEEN COMPLIED WITH.

Marc Stout DATE: 9/15/20
MARC STOUT, R.C.E. 69879
CITY ENGINEER, CITY OF ROSEVILLE
LICENSE EXPIRES: SEPTEMBER 30, 2020

I HEREBY STATE THAT I AM SATISFIED WITH THIS FINAL MAP OF "SIERRA VISTA - KT PROPERTIES PHASE 2 LARGE LOT SUBDIVISION" IS TECHNICALLY CORRECT.

FOR MARC STOUT, CITY ENGINEER, CITY OF ROSEVILLE
Timothy G. Blair DATE: 9/15/20
TIMOTHY G. BLAIR, PLS 8278
EXPIRES DECEMBER 31, 2021



CITY CLERK'S STATEMENT

I HEREBY CERTIFY THAT THE CITY COUNCIL OF THE CITY OF ROSEVILLE, HAS APPROVED THIS FINAL MAP OF "SIERRA VISTA - KT PROPERTIES PHASE 2 LARGE LOT SUBDIVISION", AND HAS ACCEPTED ON BEHALF OF THE PUBLIC, THE EASEMENTS OFFERED HEREON FOR DEDICATION. BUT HAS REJECTED AT THIS TIME ON BEHALF OF THE PUBLIC, BUT RESERVES THE RIGHT TO ACCEPT AT A LATER DATE ON BEHALF OF THE PUBLIC ALL IRREVOCABLE OFFERS OF DEDICATION IN ACCORDANCE WITH THE TERMS OF THOSE OFFERS AND DOES ALSO HEREBY APPROVE THE ABANDONMENT OF THE IRREVOCABLE OFFERS OF DEDICATIONS LISTED HEREON WITHIN NOTE 4 ON SHEET 2.

Sonia Orozco
CITY CLERK, CITY OF ROSEVILLE
DATE: 09-21-2020 BY: Sonia Orozco
ASSISTANT CITY CLERK

RECORDER'S STATEMENT

FILED THIS 1 DAY OF October, 2020, AT 10:26 AM IN BOOK FF OF MAPS, AT
PAGE 18, IN THE OFFICE OF THE PLACER COUNTY RECORDER, AT THE REQUEST OF R.E.Y.
ENGINEERS, INC.

Ryan Ronco DOCUMENT NO.: 2020-0109701
RECORDER OF PLACER COUNTY
STATE OF CALIFORNIA
BY: Deputy FEE: \$ 107.00
DEPUTY

FINAL MAP OF
SIERRA VISTA - KT PROPERTIES
PHASE 2 LARGE LOT SUBDIVISION
SUBDIVISION No. PL15-0192

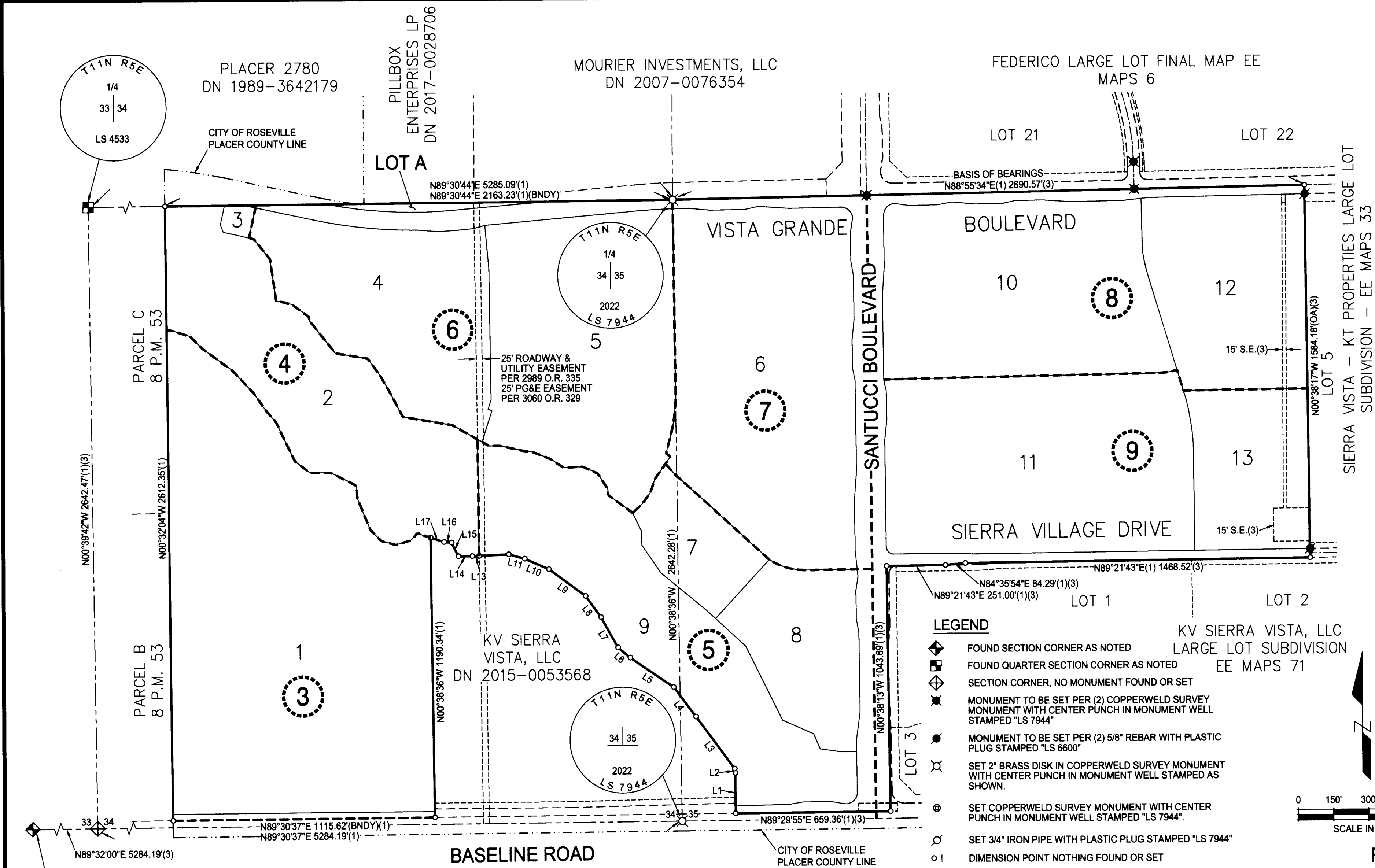
BEING ALL OF THE DESIGNATED REMAINDER AS SHOWN AND SO DESIGNATED ON THAT CERTAIN FINAL MAP ENTITLED "SIERRA VISTA - KT PROPERTIES LARGE LOT SUBDIVISION SUBDIVISION NUMBER PL 15-0192", FILED FOR RECORD ON NOVEMBER 20, 2018 IN BOOK EE OF MAPS, AT PAGE 33, PLACER COUNTY RECORDS AND ALL OF PARCEL ONE AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON SEPTEMBER 4, 2018 IN DOCUMENT NUMBER 2018-0063969, OFFICIAL RECORDS OF PLACER COUNTY, PORTION OF SECTIONS 34 & 35, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN.

CITY OF ROSEVILLE • PLACER COUNTY • CALIFORNIA

R. E. Y. ENGINEERS, Inc.
Civil Engineers / Land Surveyors
905 Sutter St Ste 200 Folsom CA 95630
(916) 366-3040 Fax (916) 366-3303

SEPTEMBER 2020

SHEET 1 OF 9 7310.024



NOTES:

- THE TOTAL AREA OF THIS SUBDIVISION IS 224.08 ACRES +/-, GROSS, CONSISTING OF 6 LARGE LOTS FOR FUTURE DEVELOPMENT, 2 PUBLIC OPEN SPACE LOTS, 1 PUBLIC SEWER LIFT STATION, 3 PUBLIC PARK LOTS AND 1 SCHOOL SITE LOT. ALL CURVES ARE DIMENSIONED WITH RADIUS, DELTA, ARC LENGTH, CHORD BEARING AND CHORD LENGTH. CHORD LENGTHS MAY CONTAIN SOME ROUNDING ERROR. DISTANCES SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF AND ARE "GROUND" DISTANCES.
- THE EASEMENT FOR TEMPORARY INGRESS/EGRESS EASEMENT GRANTED TO FRANK T. CHAN TRUST OF THE FRANK T. CHAN FAMILY TRUST U/A DATED DECEMBER 8, 2003 ET AL., IN DEED RECORDED AUGUST 13, 2015, AS INSTRUMENT NO. 2015-0070559, OFFICIAL RECORD OF PLACER COUNTY IS FULLY CONTAINED IN THE RIGHT OF WAY SHOWN HEREON PURSUANT TO SECTION 66499.20.2 OF THE GOVERNMENT CODE, THE LANDS SHOWN HEREON ARE HEREBY MERGED AND RESUBDIVIDED AND THE FOLLOWING IRREVOCABLE OFFER OF DEDICATION FOR RIGHT OF WAY, OPEN SPACE, SEWER PUMP STATION, EASEMENT, PUBLIC UTILITY EASEMENT, CITY OF ROSEVILLE EASEMENT THAT AFFECT THIS MAP ARE HEREBY ABANDONED.
- A. RIGHT OF WAY, AREA R-1, R-6, R-7, R-8 & R-9 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED JULY 24, 2015 IN DOCUMENT NO. 2015-0064318, OFFICIAL RECORDS OF PLACER COUNTY.
- B. OPEN SPACE, AREA O-1 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED JULY 24, 2015 IN DOCUMENT NO. 2015-0064318, OFFICIAL RECORDS OF PLACER COUNTY.
- C. EASEMENT, AREA E-3 & E-4 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED JULY 24, 2015 IN DOCUMENT NO. 2015-0064325, OFFICIAL RECORDS OF PLACER COUNTY.
- D. PUBLIC UTILITY EASEMENT, AREA R-1, R-7, R-8 & R-9 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED JULY 24, 2015 IN DOCUMENT NO. 2015-0064325, OFFICIAL RECORDS OF PLACER COUNTY.
- E. CITY OF ROSEVILLE EASEMENT, AREA R-6 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED JULY 24, 2015 IN DOCUMENT NO. 2015-0064326, OFFICIAL RECORDS OF PLACER COUNTY.
- F. RIGHT OF WAY, AREA R-6 & R-8 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED JULY 24, 2015 IN DOCUMENT NO. 2015-0064319, OFFICIAL RECORDS OF PLACER COUNTY.
- G. OPEN SPACE, AREA O-1 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED JULY 24, 2015 IN DOCUMENT NO. 2015-0064319, OFFICIAL RECORDS OF PLACER COUNTY.
- H. SEWER PUMP STATION, AREA POP-1 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED JULY 24, 2015 IN DOCUMENT NO. 2015-0064319, OFFICIAL RECORDS OF PLACER COUNTY.
- I. EASEMENT, AREA E-1 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED JULY 24, 2015 IN DOCUMENT NO. 2015-0064327, OFFICIAL RECORDS OF PLACER COUNTY.
- J. PUBLIC UTILITY EASEMENT, AREA R-8 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED JULY 24, 2015 IN DOCUMENT NO. 2015-0064327, OFFICIAL RECORDS OF PLACER COUNTY.
- K. CITY OF ROSEVILLE EASEMENT, AREA R-6 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED JULY 24, 2015 IN DOCUMENT NO. 2015-0064328, OFFICIAL RECORDS OF PLACER COUNTY.

LEGEND

- FOUND SECTION CORNER AS NOTED
- FOUND QUARTER SECTION CORNER AS NOTED
- SECTION CORNER, NO MONUMENT FOUND OR SET
- MONUMENT TO BE SET PER (2) COPPERWELD SURVEY MONUMENT WITH CENTER PUNCH IN MONUMENT WELL STAMPED "LS 7944"
- MONUMENT TO BE SET PER (2) 5/8" REBAR WITH PLASTIC PLUG STAMPED "LS 6600"
- SET 2" BRASS DISK IN COPPERWELD SURVEY MONUMENT WITH CENTER PUNCH IN MONUMENT WELL STAMPED AS SHOWN.
- SET COPPERWELD SURVEY MONUMENT WITH CENTER PUNCH IN MONUMENT WELL STAMPED "LS 7944"
- SET 3/4" IRON PIPE WITH PLASTIC PLUG STAMPED "LS 7944"
- DIMENSION POINT NOTHING FOUND OR SET

- AC. ACRE
- BN DY. BOUNDARY
- CB. CHORD BEARING
- CD. CHORD DISTANCE
- CN. CENTERLINE
- DN. DOCUMENT NUMBER
- I.O.D. IRREVOCABLE OFFER OF DEDICATION
- I.P. IRON PIPE
- L.L.T.M. LARGE LOT TENTATIVE MAP
- M.A.E. MAINTENANCE ACCESS EASEMENT
- (OA) OVERALL
- P.E. PASEO EASEMENT
- P.U.E. PUBLIC UTILITY EASEMENT
- (R) RADIAL
- R.O.W. RIGHT OF WAY
- S.F. SQUARE FEET
- S.L.T.M. SMALL LOT TENTATIVE MAP
- () DENOTES RECORD INFORMATION
- (1) SHEET NUMBER



FINAL MAP OF
SIERRA VISTA - KT PROPERTIES
PHASE 2 LARGE LOT SUBDIVISION
SUBDIVISION No. PL15-0192

BEING ALL OF THE DESIGNATED REMAINDER AS SHOWN AND SO DESIGNATED ON THAT CERTAIN FINAL MAP ENTITLED "SIERRA VISTA - KT PROPERTIES LARGE LOT SUBDIVISION SUBDIVISION NUMBER PL 15-0192", FILED FOR RECORD ON NOVEMBER 20, 2018 IN BOOK EE OF MAPS, AT PAGE 33, PLACER COUNTY RECORDS AND ALL OF PARCEL ONE AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON SEPTEMBER 4, 2018 IN DOCUMENT NUMBER 2018-0063969, OFFICIAL RECORDS OF PLACER COUNTY, PORTION OF SECTIONS 34 & 35, TOWNSHIP 11 NORTH, RANGE 6 EAST, MOUNT DIABLO MERIDIAN.

CITY OF ROSEVILLE • PLACER COUNTY • CALIFORNIA

R. E. Y. ENGINEERS, Inc.
Civil Engineers / Land Surveyors
905 Sutter St. Ste 200 Folsom, CA 95630
(916) 366-3040 Fax (916) 366-3303

SEPTEMBER 2020

SHEET 2 OF 9 7310.024

BASIS OF BEARINGS:

THE BEARING N 88°55'34" W, AS SHOWN ALONG THE NORTH BOUNDARY AS SHOWN ON THAT CERTAIN FINAL MAP ENTITLED "SIERRA VISTA - KT PROPERTIES LARGE LOT SUBDIVISION SUBDIVISION NUMBER PL 15-0192" FILED FOR RECORD ON NOVEMBER, 2018 IN BOOK EE OF MAPS, AT PAGE 33, PLACER COUNTY RECORDS. DISTANCES SHOWN HEREON ARE GROUND DISTANCES.

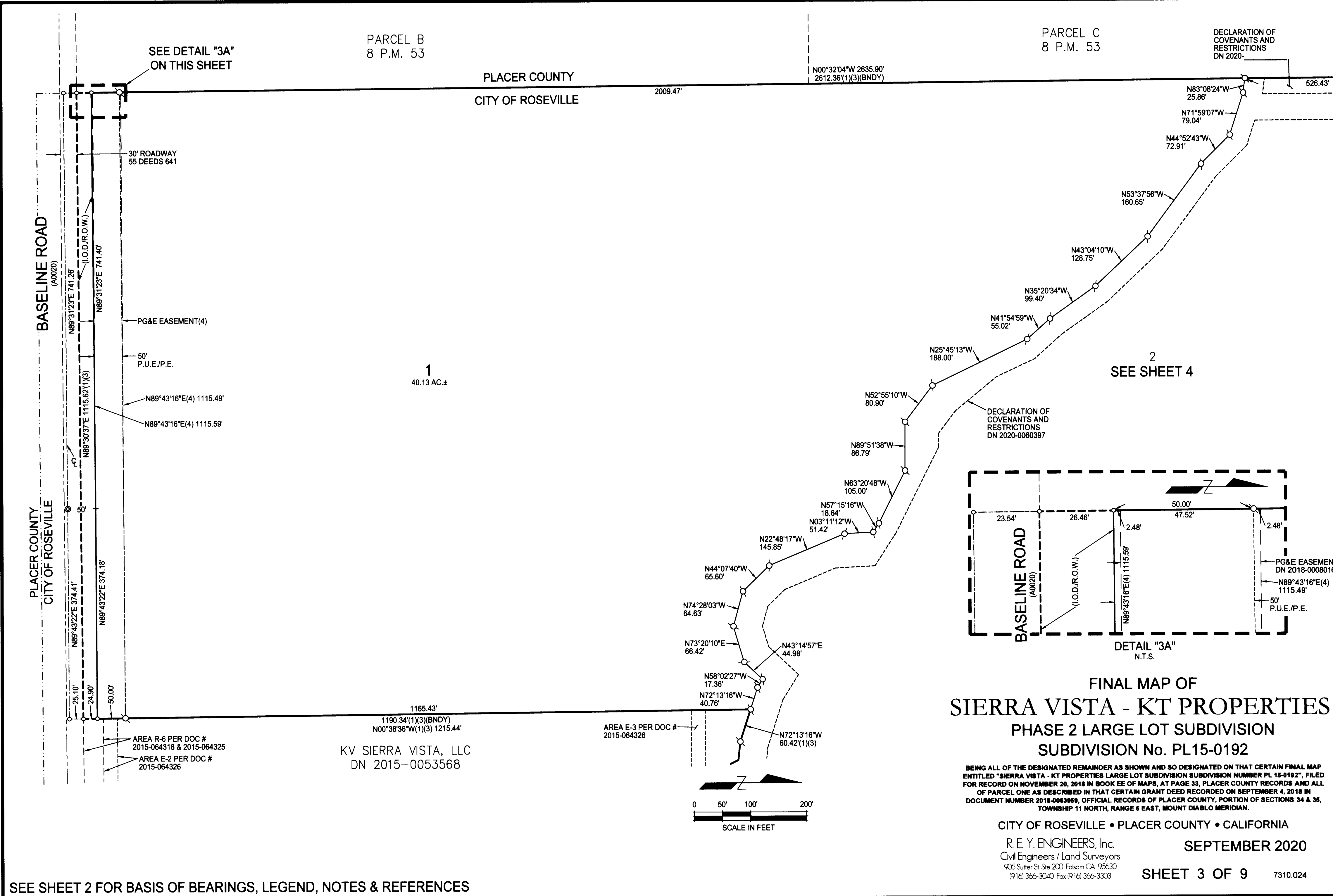
REFERENCES:

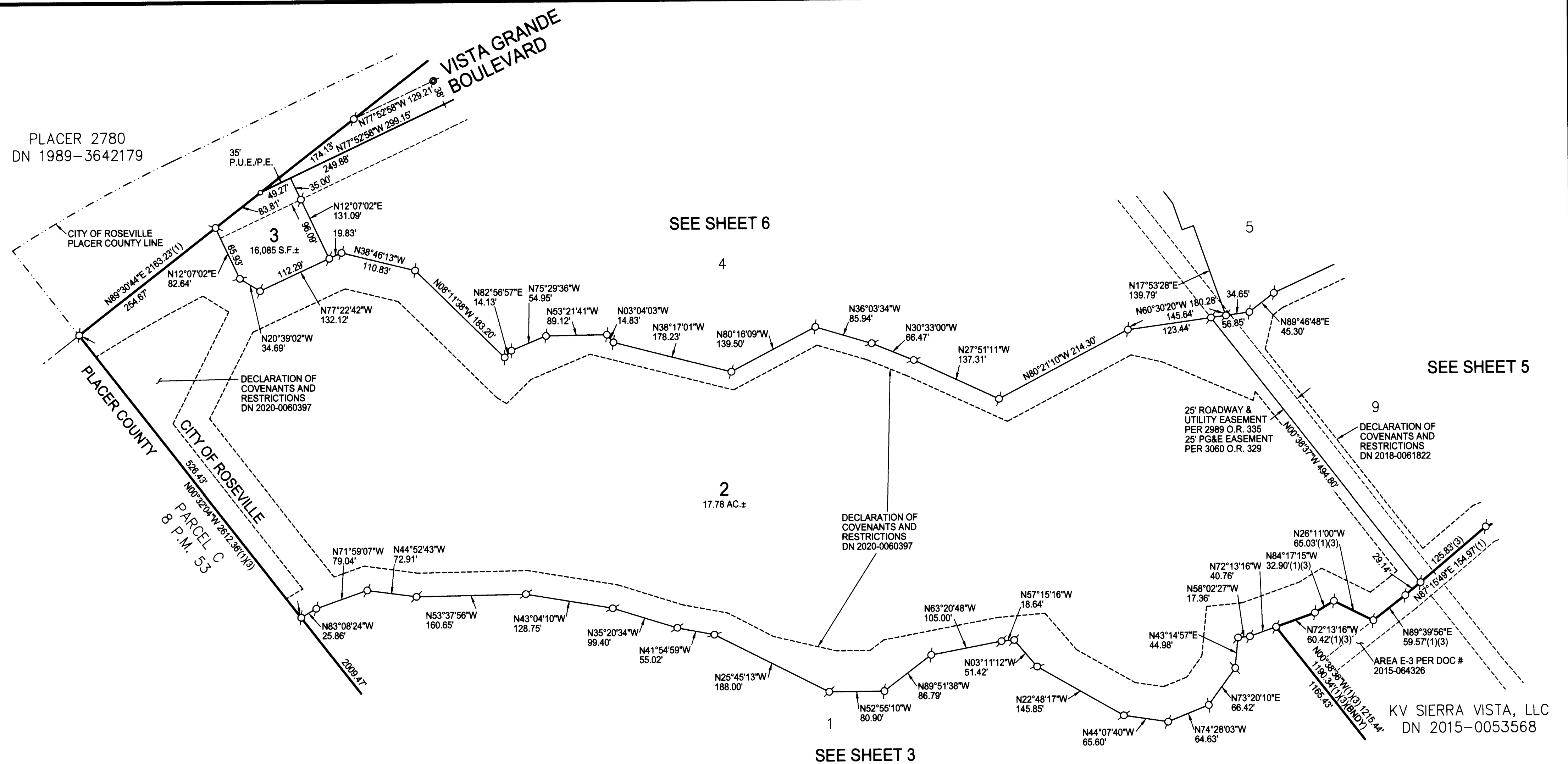
- 22 RS 135
- EE MAPS 6
- EE MAPS 33
- DN 2018-0008016

LINE TABLE

#	BEARING	LENGTH
L1(1)(3)	N00°11'16"W	171.92'
L2(1)(3)	N09°07'22"W	18.39'
L3(1)(3)	N36°14'35"W	275.76'
L4(1)(3)	N36°36'24"W	157.05'
L5(1)(3)	N55°47'35"W	223.87'
L6(1)(3)	N49°30'58"W	67.92'
L7(1)(3)	N29°12'09"W	147.49'
L8(1)(3)	N35°59'17"W	111.83'
L9(1)(3)	N53°39'22"W	193.94'
L10(1)(3)	N66°12'56"W	111.62'
L11(1)(3)	N73°56'55"W	69.64'
L12(1)	N87°15'49"E	125.83'
L13(1)	N87°15'49"E	29.14'
L14(1)	N89°39'58"E	59.57'
L15(1)	N26°11'00"W	65.03'
L16(1)	N84°17'15"W	32.90'
L17(1)	N72°13'16"W	60.42'

LARGE LOT #	L.L.T.M. PLAN #	S.L.T.M. PLAN #
1	KT-50	KT-50
2	KT-80A	KT-80A
3	KT-60	KT-60
4	KT-1A	KT-1A
5	KT-1B	KT-1B
6	KT-20	KT-20
7	KT-51	KT-51
8	KT-30	KT-30
9	KT-80B	KT-80B
10	KT-21A	KT-21A
11	KT-21B	KT-21B
12	KT-61	KT-61
13	KT-52	KT-52





**FINAL MAP OF
SIERRA VISTA - KT PROPERTIES
PHASE 2 LARGE LOT SUBDIVISION
SUBDIVISION No. PL15-0192**

BEING ALL OF THE DESIGNATED REMAINDER AS SHOWN AND SO DESIGNATED ON THAT CERTAIN FINAL MAP ENTITLED "SIERRA VISTA - KT PROPERTIES LARGE LOT SUBDIVISION SUBDIVISION NUMBER PL 16-0192", FILED FOR RECORD ON NOVEMBER 20, 2018 IN BOOK EE OF MAPS, AT PAGE 33, PLACER COUNTY RECORDS AND ALL OF PARCEL ONE AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON SEPTEMBER 4, 2018 IN DOCUMENT NUMBER 2018-0063969, OFFICIAL RECORDS OF PLACER COUNTY, PORTION OF SECTIONS 34 & 35, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN.

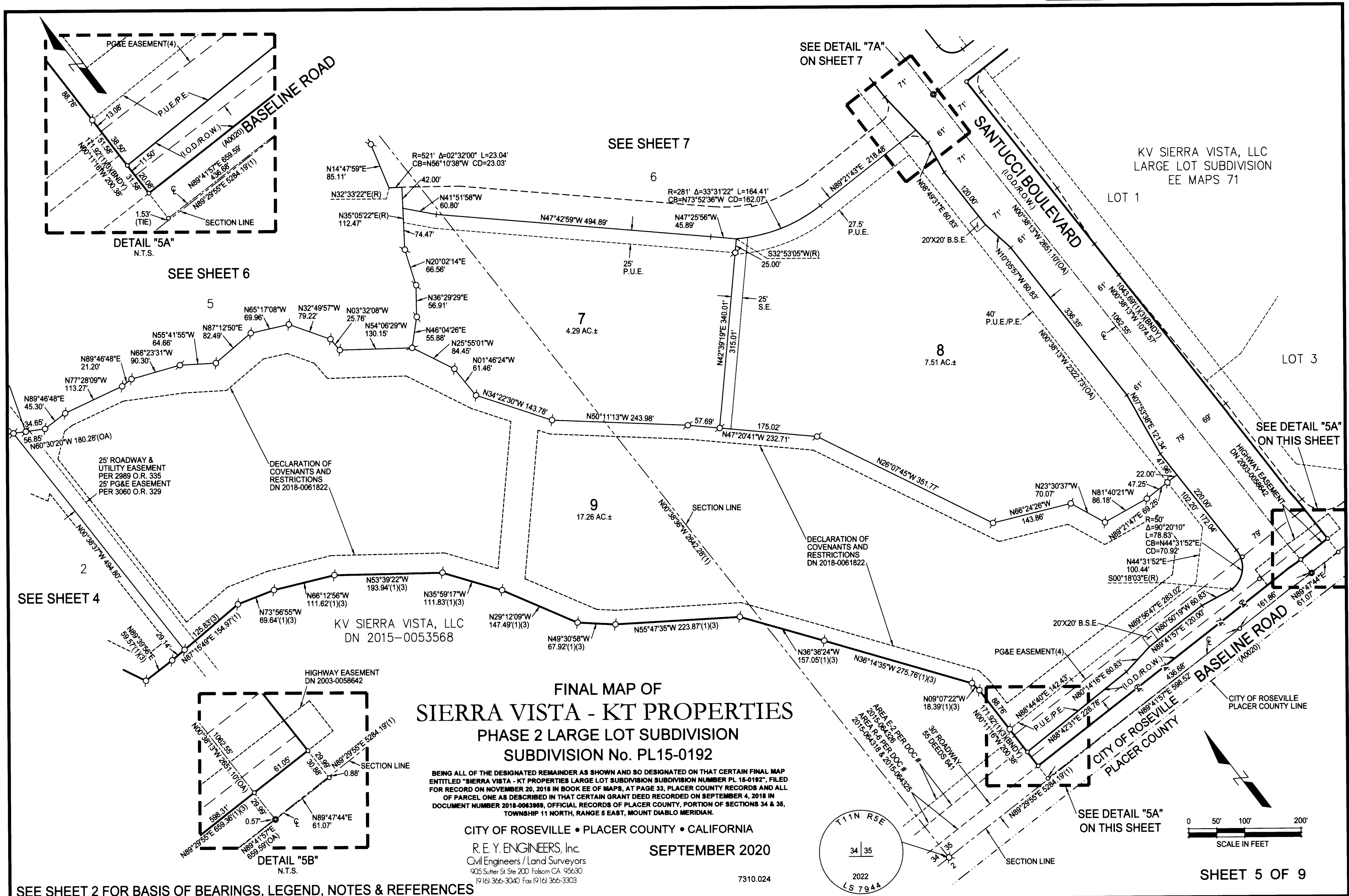
CITY OF ROSEVILLE • PLACER COUNTY • CALIFORNIA

R. E. Y. ENGINEERS, Inc.
Civil Engineers / Land Surveyors
905 Sutter St. Ste 200 Folsom CA 95630
(916) 366-3040 Fax (916) 366-3303

SEPTEMBER 2020

SHEET 4 OF 9 7310.024

SEE SHEET 2 FOR BASIS OF BEARINGS, LEGEND, NOTES & REFERENCES



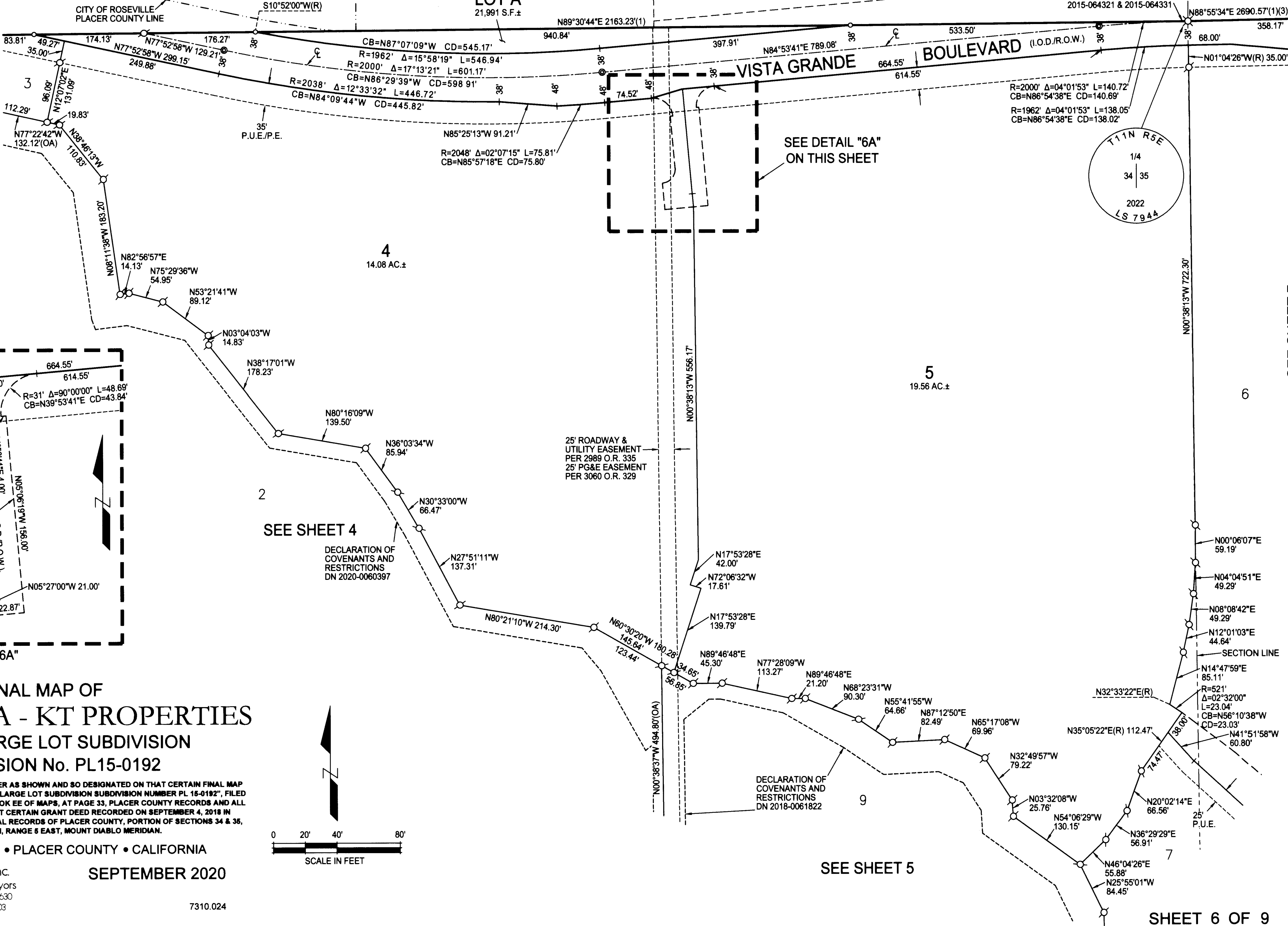
PILLBOX ENTERPRISES LP
DN 2017-0028706

MOURIER INVESTMENTS, LLC
DN 2007-0076354

PLACER 2780
DN 1989-3642179

LOT A
21,991 S.F.±

AREA R-1 PER DOC #
2015-064321 & 2015-064331



FINAL MAP OF
SIERRA VISTA - KT PROPERTIES
PHASE 2 LARGE LOT SUBDIVISION
SUBDIVISION No. PL15-0192

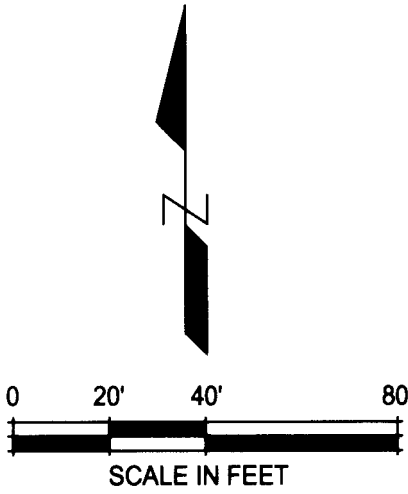
BEING ALL OF THE DESIGNATED REMAINDER AS SHOWN AND SO DESIGNATED ON THAT CERTAIN FINAL MAP ENTITLED "SIERRA VISTA - KT PROPERTIES LARGE LOT SUBDIVISION SUBDIVISION NUMBER PL 15-0192", FILED FOR RECORD ON NOVEMBER 20, 2018 IN BOOK FF OF MAPS, AT PAGE 33, PLACER COUNTY RECORDS AND ALL OF PARCEL ONE AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON SEPTEMBER 4, 2018 IN DOCUMENT NUMBER 2018-0063969, OFFICIAL RECORDS OF PLACER COUNTY, PORTION OF SECTIONS 34 & 35, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN.

CITY OF ROSEVILLE • PLACER COUNTY • CALIFORNIA

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Civil Engineers / Land Surveyors
905 Sutter St. Ste 200 Folsom CA 95630
(916) 366-3040 Fax (916) 366-3303

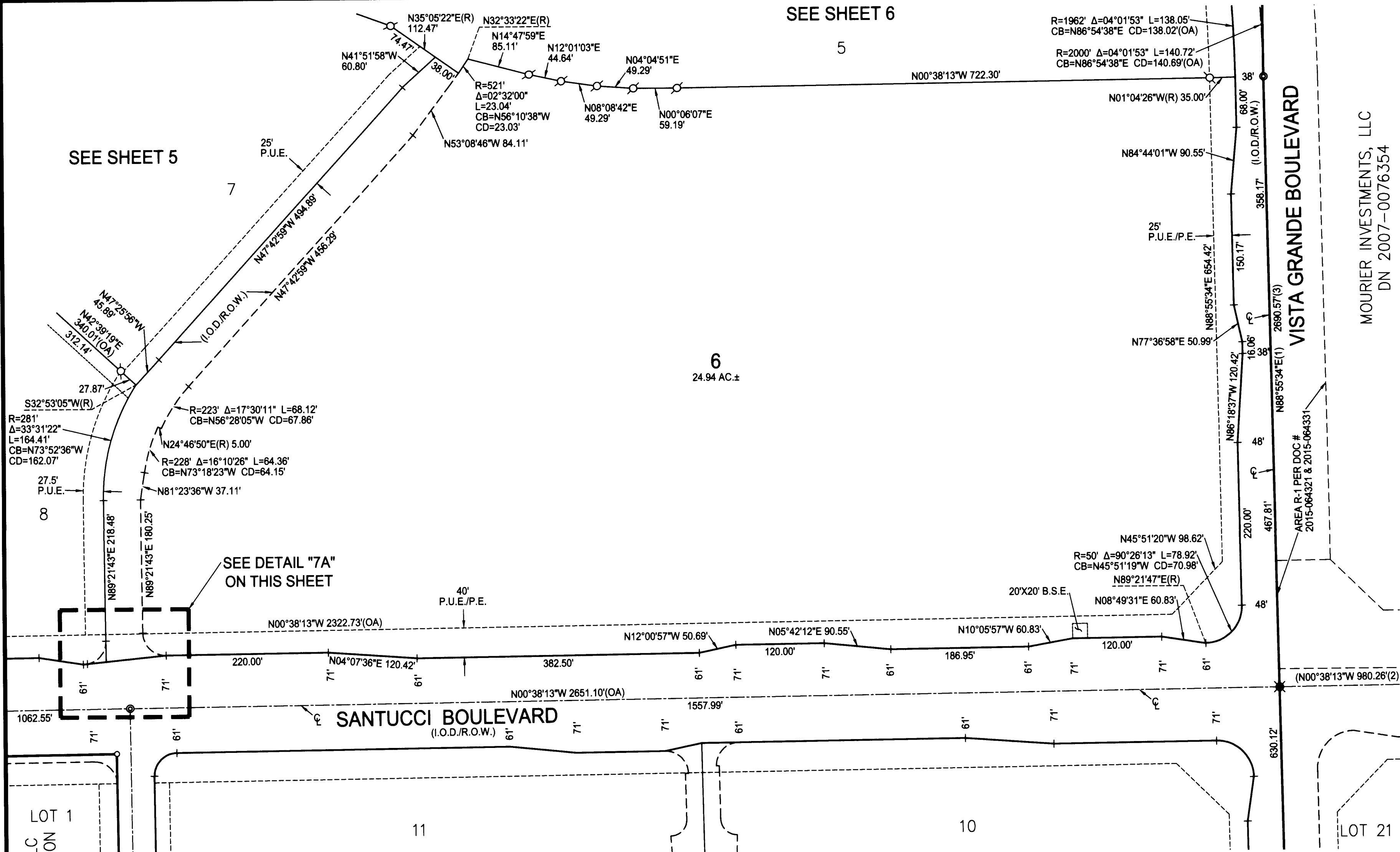
SEPTEMBER 2020

7310.024



SEE SHEET 2 FOR BASIS OF BEARINGS, LEGEND, NOTES & REFERENCES

SHEET 6 OF 9



MOURIER INVESTMENTS, LLC
DN 2007-0076354

FEDERICO LARGE
LOT FINAL MAP EE
MAPS 6

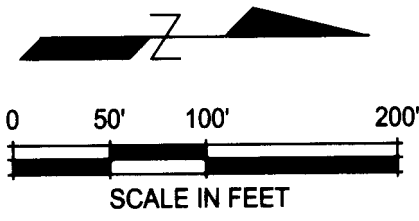
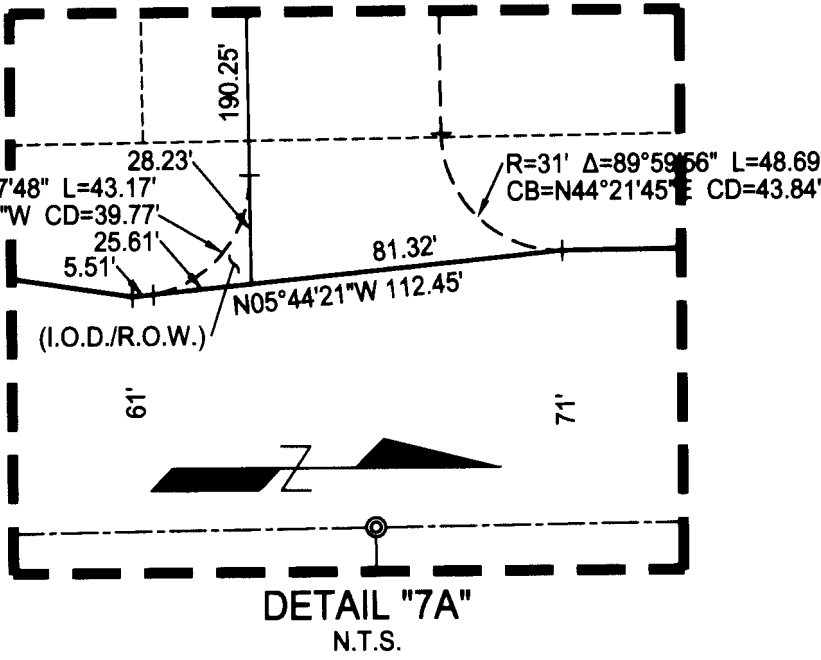
FINAL MAP OF
SIERRA VISTA - KT PROPERTIES
PHASE 2 LARGE LOT SUBDIVISION
SUBDIVISION No. PL15-0192

BEING ALL OF THE DESIGNATED REMAINDER AS SHOWN AND SO DESIGNATED ON THAT CERTAIN FINAL MAP ENTITLED "SIERRA VISTA - KT PROPERTIES LARGE LOT SUBDIVISION SUBDIVISION NUMBER PL 15-0192", FILED FOR RECORD ON NOVEMBER 20, 2018 IN BOOK EE OF MAPS, AT PAGE 33, PLACER COUNTY RECORDS AND ALL OF PARCEL ONE AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON SEPTEMBER 4, 2018 IN DOCUMENT NUMBER 2018-0063969, OFFICIAL RECORDS OF PLACER COUNTY, PORTION OF SECTIONS 34 & 35, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN.

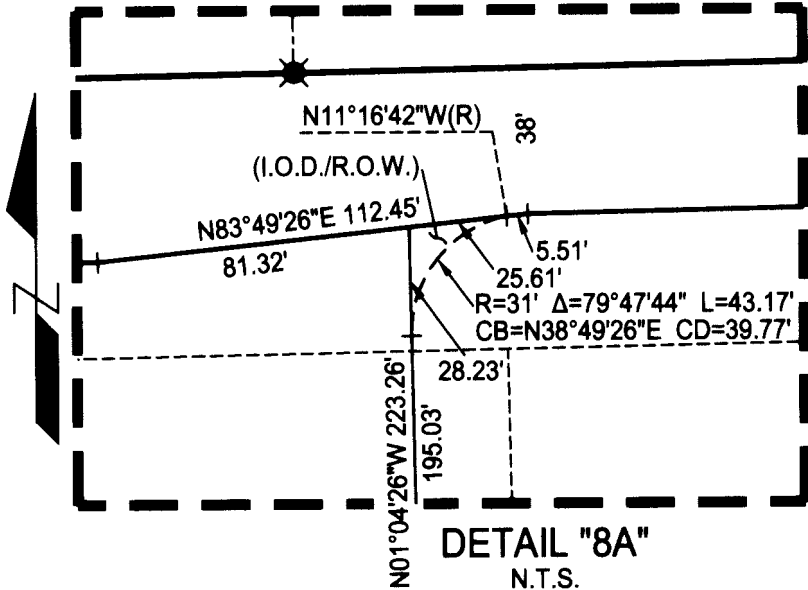
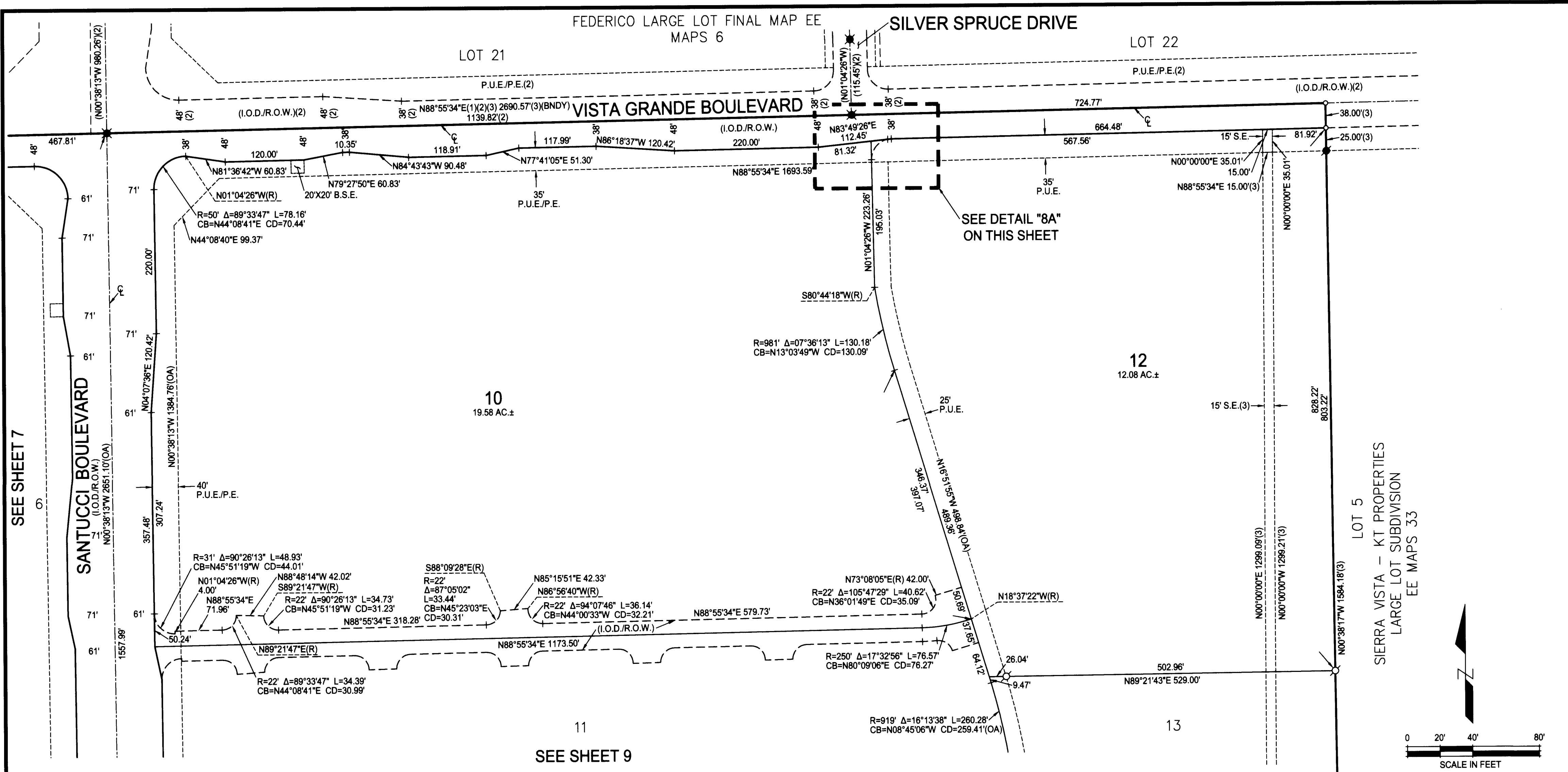
CITY OF ROSEVILLE • PLACER COUNTY • CALIFORNIA
R. E. Y. ENGINEERS, Inc.
Civil Engineers / Land Surveyors
905 Sutter St. Ste 200 Folsom CA 95630
(916) 366-3040 Fax (916) 366-3303

SEPTEMBER 2020

SHEET 7 OF 9 7310.024



SEE SHEET 2 FOR BASIS OF BEARINGS, LEGEND, NOTES & REFERENCES



FINAL MAP OF
SIERRA VISTA - KT PROPERTIES
PHASE 2 LARGE LOT SUBDIVISION
SUBDIVISION No. PL15-0192

BEING ALL OF THE DESIGNATED REMAINDER AS SHOWN AND SO DESIGNATED ON THAT CERTAIN FINAL MAP ENTITLED "SIERRA VISTA - KT PROPERTIES LARGE LOT SUBDIVISION SUBDIVISION NUMBER PL 15-0192", FILED FOR RECORD ON NOVEMBER 20, 2018 IN BOOK EE OF MAPS, AT PAGE 33, PLACER COUNTY RECORDS AND ALL OF PARCEL ONE AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON SEPTEMBER 4, 2018 IN DOCUMENT NUMBER 2018-0063969, OFFICIAL RECORDS OF PLACER COUNTY, PORTION OF SECTIONS 34 & 35, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN.

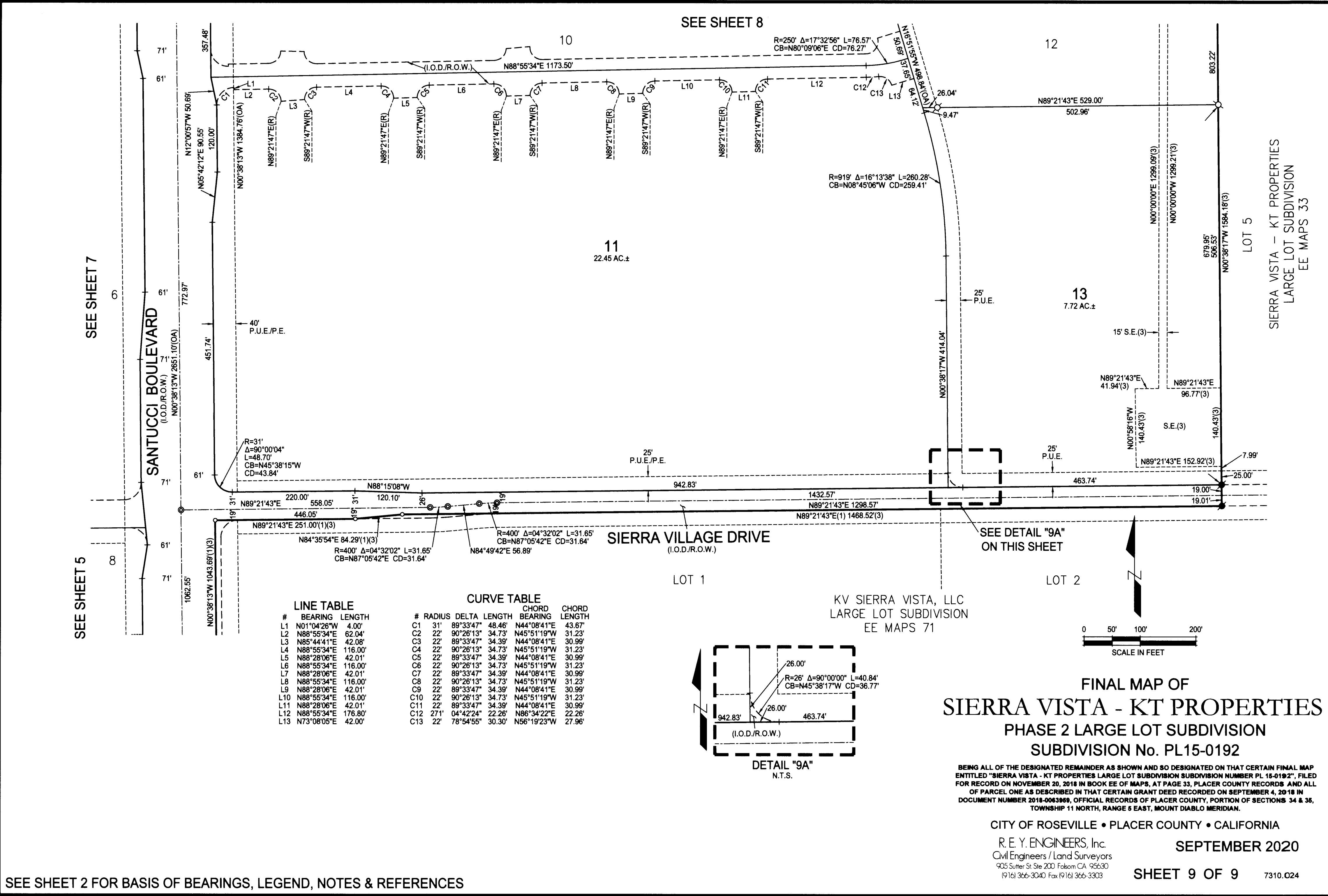
CITY OF ROSEVILLE • PLACER COUNTY • CALIFORNIA

R. E. Y. ENGINEERS, Inc.
Civil Engineers / Land Surveyors
905 Sutter St. Ste 200 Folsom, CA 95630
(916) 366-3040 Fax (916) 366-3303

SEPTEMBER 2020

SHEET 8 OF 9 7310.024

SEE SHEET 2 FOR BASIS OF BEARINGS, LEGEND, NOTES & REFERENCES



Bond No. 9328372
Premium \$11,531/annum

**SIERRA VISTA SPECIFIC PLAN MITIGATION FEE PROGRAM
FAITHFUL PERFORMANCE BOND**
(Project: Sierra Vista Phase II - Lift Station (PL 13-0096))

WHEREAS, the City of Roseville ("CITY") and Lennar Homes of California, Inc. ("DEVELOPER") have entered into an Infrastructure Fee Credit/Fee Reimbursement Agreement whereby DEVELOPER is required to construct certain public infrastructure and to furnish a faithful performance bond in favor of CITY guaranteeing the construction of said public infrastructure; and

WHEREAS, DEVELOPER has entered into a contract with Lennar Homes of California, Inc. as contractor ("PRINCIPAL") for the work described as Sierra Vista Phase II - Lift Station (PL 13-0096) (the "WORK"). The contract ("AGREEMENT"), for the WORK described above, and all of its terms and conditions are incorporated by reference and made a part hereof; and

WHEREAS, PRINCIPAL is required to furnish a bond in connection with the AGREEMENT guaranteeing its faithful performance; and

NOW, THEREFORE, we the undersigned PRINCIPAL and Fidelity and Deposit Insurance Company, a Illinois corporation, admitted and duly authorized to transact business under the laws of the State of California, as SURETY ("SURETY"), are held and firmly bound unto DEVELOPER or CITY or its successors and assigns in the sum of Four million two hundred seventy thousand eight hundred and 00/100 dollars (\$ 4,270,800.00) (which amount is not less than 100% of the AGREEMENT price) to be paid to DEVELOPER or CITY or its successors and assigns; and for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns jointly and severally, firmly by these presents.

The condition of this obligation is such that if PRINCIPAL, or its heirs, executors, administrators, successors or assigns, shall abide by, and in all respects promptly and faithfully perform the covenants, conditions and provisions in said AGREEMENT and any alteration thereof made as therein provided, notice of which alterations to SURETY being hereby waived, on its part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless DEVELOPER or CITY, its officers, agents, employees, volunteers as therein stipulated, then this obligation shall be null and void; otherwise, this obligation shall be and remain in full force and effect.

As condition precedent to the satisfactory completion of the contract, the obligation of PRINCIPAL and SURETY under this Bond shall remain in effect for a

period of one (1) year after the completion and acceptance of the WORK. During that time, if PRINCIPAL, its heirs, executors, administrators, successors or assigns fails to make full, complete and satisfactory repair and replacement or totally protect DEVELOPER or CITY from any loss or damage made evident during that year which results from or is caused by either defective materials or faulty workmanship in the prosecution of the WORK, then the obligation shall remain in full force and effect. However, anything in this paragraph to the contrary notwithstanding, the obligation of SURETY shall continue so long as any obligation of PRINCIPAL remains.

No prepayment or delay in payments, and no change, extension, addition or alteration of any provision of the AGREEMENT or in the specifications agreed to between the PRINCIPAL and DEVELOPER, or any forbearance on the part of the DEVELOPER or CITY shall operate to relieve SURETY. SURETY hereby waives the provisions of Section 2819 of the California Civil Code. SURETY waives all rights of subrogation against the DEVELOPER or CITY or any person employed by the DEVELOPER or CITY. If the contract price increases by the issuance of change orders, the amount specified in this bond shall increase by the same amount.

Whenever PRINCIPAL shall be and declared by DEVELOPER or CITY to be in default under the AGREEMENT, SURETY shall promptly remedy the default, or shall promptly do one of the following at DEVELOPER's or CITY's election:

1. Undertake through its agents or independent contractors, reasonably acceptable to DEVELOPER or CITY, to complete the AGREEMENT in accordance with its terms and conditions and to pay and perform all obligations of PRINCIPAL under the AGREEMENT, including without limitation, all obligations with respect to warranties, guarantees, and the payment of liquidated damages.
2. Reimburse DEVELOPER or CITY for all costs DEVELOPER or CITY incurs in completing the AGREEMENT, and in correcting, repairing or replacing defects in materials or workmanship and/or materials and workmanship which do not conform to the specifications in the AGREEMENT.

SURETY's obligations hereunder are independent of the obligations of any other surety for the performance of the AGREEMENT, and suit may be brought against SURETY and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing DEVELOPER's or CITY's rights against the others.

No right of action shall accrue on this bond to or for the use of any person or corporation other than DEVELOPER or CITY or its successors or assigns.

As part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by DEVELOPER or CITY in successfully

enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

IN WITNESS WHEREOF, this instrument has been duly executed by the
PRINCIPAL and SURETY above-named, on the 18th day of November,
2020.

Lennar Homes of California, Inc.,
PRINCIPAL: a California corporation

BY: [Signature]
PRINT NAME: Larry Gualco
PRINT TITLE: Vice Pres.

AND

BY: [Signature]
PRINT NAME: Robert Tumolo
PRINT TITLE: Vice Pres.

Fidelity and Deposit Insurance Company
SURETY:

BY: [Signature]
PRINT NAME: Mechelle Larkin
PRINT TITLE: Attorney-in-Fact



MAILING ADDRESS:

1299 Zurich Way, 5th Floor
Schaumburgh, IL 60196-1056

*(Notarization by Surety and copy of
Power of Attorney required.)*

APPROVED AS TO FORM:

BY: [Signature]
City Attorney

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of California)
County of Orange)

On 11/18/2020 before me, Kathy R. Mair, Notary Public,
DATE [Name of Notary Public and Title "Notary Public"]

personally appeared Mechelle Larkin -----
[Name(s) of Signer(s)]

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.



WITNESS my hand and official seal.

Kathy R. Mair

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Mechelle Larkin

- ☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General
☐ Individual ☒ Attorney-in-Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

- ☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney-in-Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

LENNAR HOMES OF CALIFORNIA, INC.

CERTIFICATE OF INCUMBENCY

JANUARY 12, 2021

The undersigned, Mark Sustana, as the duly elected, qualified and acting Secretary of Lennar Homes of California, Inc., a California corporation (the "Corporation"), hereby certifies that:

1. **Larry Gualco** is a duly elected, qualified and acting Vice President of the Corporation, serving continuously in such capacity since his election on March 1, 2002.
2. As a Vice President of the Corporation, **Larry Gualco** is authorized, in the name of or on behalf of the Corporation, to execute and deliver all contracts, agreements, and any other necessary documentation in order to fully carry out the intent and accomplish the purposes of the business of the Corporation.
3. **Earl Keith** is a duly elected, qualified and acting Vice President of the Corporation, serving continuously in such capacity since his election on July 19, 2006.
4. As a Vice President of the Corporation, **Earl Keith** is authorized, in the name of or on behalf of the Corporation, to execute and deliver all contracts, agreements, and any other necessary documentation in order to fully carry out the intent and accomplish the purposes of the business of the Corporation.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Incumbency on behalf of the Corporation effective as of the date first written above.


Mark Sustana, Secretary

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

Sworn to and subscribed before me this 12th day of January 2021, by Mark Sustana, as Secretary of Lennar Homes of California, Inc., a California, on behalf of the Corporation. He is personally known to me and did not take an oath.




NOTARY PUBLIC
State of Florida

ACKNOWLEDGMENT

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

State of California
County of Placer } ss.

On August 19, 2020 before me, Monique Reynolds,

Notary Public, personally appeared Larry Gualco and Robert Tummolo

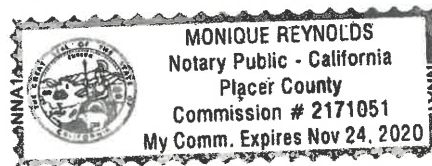
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~ are subscribed to the within instrument and acknowledged to me that ~~he~~ ~~she~~ they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Monique Reynolds



(seal)

OPTIONAL INFORMATION

Date of Document

Sierra Vista Ph II Sewer Lift Station

Thumbprint of Signer

Type or Title of Document

Number of Pages in Document

Document in a Foreign Language

Type of Satisfactory Evidence:

- ☐ Personally Known with Paper Identification
☐ Paper Identification
☐ Credible Witness(es)

Capacity of Signer:

- ☐ Trustee
☐ Power of Attorney
☐ CEO / CFO / COO
☐ President / Vice-President / Secretary / Treasurer
☐ Other: _____

☐ Check here if no thumbprint or fingerprint is available.

Other Information: _____

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Mechelle Larkin, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

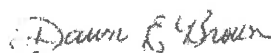
The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 11th day of July, A.D. 2019.



ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND


By: Robert D. Murray
Vice President

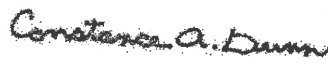

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 11th day of July, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President** and **Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.




Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023



ADDENDUM
Electronic Seals Approved for Surety Bonds

To ensure business continuity during the COVID-19 pandemic, Zurich American Insurance Company and its related companies authorize their Attorneys-in-Fact within all 50 U.S. States, territories and possessions, to affix an electronic seal to all bond documents as if it were a raised corporate seal.

Effective this 2nd day of April, 2020.

Zurich American Insurance Company
Fidelity and Deposit Company of Maryland
Colonial American Insurance Company

A handwritten signature in black ink, appearing to be 'R. Murray', written over a horizontal line.

Robert D. Murray
Executive Vice President
Head of Surety





Company Profile

Company Search

Company Search Results

Company Information

Old Company Names

Agent for Service

Reference Information

NAIC Group List

Lines of Business

Workers' Compensation Complaint and Request for Action/Appeals Contact Information

Financial Statements PDF's

Annual Statements

Quarterly Statements

Company Complaint

Company Performance & Comparison Data

Company Enforcement Action

Composite Complaints Studies

Additional Info

Find A Company Representative In Your Area

View Financial Disclaimer

COMPANY PROFILE

Company Information

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

1299 ZURICH WAY
SCHAUMBURG, IL 60196
800-382-2150

Old Company Names

Effective Date

Agent For Service

Melissa DeKoven
2710 Gateway Oaks Drive, Suite 150N
Sacramento CA 95833-3505

Reference Information

NAIC #:	39306
California Company ID #:	2479-4
Date Authorized in California:	01/01/1982
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	ILLINOIS

[back to top](#)

NAIC Group List

NAIC Group #: **0212** ZURICH INS GRP

Lines Of Business

The company is authorized to transact business within these lines of insurance. For an explanation of any of these terms, please refer to the [glossary](#).

AIRCRAFT
AUTOMOBILE
BOILER AND MACHINERY
BURGLARY
CREDIT
FIRE
LIABILITY
MARINE
MISCELLANEOUS
PLATE GLASS
SPRINKLER
SURETY
TEAM AND VEHICLE

WORKERS' COMPENSATION

[back to top](#)

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IMPROVEMENT PLAN PERMIT
PERMIT #: EN20-0576
STATUS: Issued

CITY OF ROSEVILLE
311 VERNON ST.
ROSEVILLE CA 95678

Applicant: LENNAR HOMES OF CALIFORNIA
1025 CREEKSIDE RIDGE DR., STE. 240
ROSEVILLE, CA 95678
Phone #: 9167468535

Job Address: 3301 SANTUCCI BL

Citywide Job #: 190463 Track: Yes

WDID #: 5S31C389427

Description of Work: Sierra Vista Ph II - Sewer Lift Station

Date Issued: 12/03/2020 Insurance Cert. Expiration Date:

In consideration of the granting of this application, it is agreed by the applicant that the City of Roseville and any officer or employee thereof shall be defended, indemnified, and saved harmless by the applicant from any liability or responsibility for any accident, loss or damage to persons or property, happening or occurring as the proximate result of any of the work undertaken under the terms of this application and the permit which may be granted in response thereto, and that all of said liabilities are hereby assumed by the applicant. It is further agreed that if any part of this installation interferes with future right-of-way, it must be removed or relocated as designated by the Director of Public Works at the expense of the applicant of the applicant's successor-in-interest.

Signature: ONLINE APPLICATION Date 12/03/2020

WARNING: IT IS UNLAWFUL TO VIOLATE ANY OF THE CONDITIONS OF THIS PERMIT (R.M.C. § 13.20.110)

DO NOT WRITE BELOW THIS LINE

**** NOTICE TO APPLICANT ****

1. Before starting work, the applicant shall notify the City 48 hours in advance of the date work is to begin (774-5576).
2. All workmanship and materials shall conform to the City of Roseville Improvement Standards, Standard specifications, the specific conditions applicable and the attached plans.
3. The City of Roseville is a member of the Underground Service Alert (U.S.A.) one call system. The permittee shall notify the U.S.A. Center 48 hours in advance of performing any excavation work by calling (800) 642-2444.
4. This permit is subject to all general conditions which are printed on reverse side of the permit.
5. This permit is non-transferable and is revocable at any time
6. The permittee shall maintain traffic control per the State of California Manual of Traffic Controls at all times.
7. The warranty period is based on the Cost Estimate of the project. Warranty period shall be 180 days for projects valued at less than \$25,000 and 365 days for projects valued at \$25,000 or greater.

GENERAL COMMENTS & SPECIFIC CONDITIONS

MUST HAVE PREJOB MEETING WITH CITY INSPECTION STAFF PRIOR TO START OF JOB.

CONSTRUCT PER APPROVED PLANS AND CITY STANDARDS (LATEST EDITION).

Bond Number: 9328372 Bond Type: Labor and Materials Bond Amount: \$4,270,800.00

Bond Number: 9328372 Bond Type: Subdivision Performance Bond Amount: \$4,270,800.00

ENGINEER'S APPROVAL:  DATE: 12/3/20

INSPECTOR'S APPROVAL: _____ DATE: _____



Development Services Department
Engineering - Land Development
311 Vernon Street
Roseville, California 95678-2649

CIVIL IMPROVEMENT PLAN REVIEW/PERMIT APPLICATION FORM

PROJECT INFO	PROJECT NAME: <u>SIERRA VISTA PHASE II - LIFT STATION</u> PROJECT ADDRESS: <u>VISTA GRANDE BLVD</u> PLANNING FILE#: <u>PL 13-0096</u> PROJECT DESCRIPTION: <u>IMPROVEMENT PLANS FOR CONSTRUCTION OF THE SEWER LIFT STATION.</u>
DEVELOPER/OWNER (PROJECT APPLICANT)	NAME: <u>LENNAR HOMES OF CALIFORNIA</u> BILLING ADDRESS: <u>1025 CREEKSIDE RIDGE DRIVE,, SUITE 240 ROSEVILLE</u> CONTACT PERSON: <u>LARRY GUALCO</u> SIGNATURE: <u>[Signature]</u> (This Signature acknowledges that the Fee Deposit is an estimated cost and developer/owner will be charged for actual cost of services. Any remaining funds at completion of project will be returned to owner/developer.) TELEPHONE#: <u>916-746-8500</u> EMAIL: <u>larry.gualco@lennarhomes.com</u>
DESIGN ENGINEER	NAME: <u>Coleman Engineering</u> ADDRESS: <u>1358 Blue Oaks Blvd., Suite 200, Roseville, CA 95678</u> CONTACT PERSON: <u>Chad Coleman</u> SIGNATURE: _____ TELEPHONE#: <u>916-791-1188</u> EMAIL: <u>chad@coleman-eng.com</u>
PERMIT APPLICANT (Not Required at Initial Submittal)	Valid insurance for Permit Applicant must be on file in Risk Management prior to issuance of permit. NAME: <u>LENNAR HOMES OF CALIFORNIA</u> ADDRESS: <u>1025 CREEKSIDE RIDGE DRIVE, SUITE 240, ROSEVILLE, CA 95678</u> CONTACT PERSON: <u>LARRY GUALCO</u> SIGNATURE: <u>[Signature]</u> TELEPHONE#: <u>916-746-8500</u> EMAIL: <u>larry.gualco@lennarhomes.com</u>
TO BE COMPLETED BY STAFF: ACCEPTED AS COMPLETE BY: _____ DATE RECEIVED: _____ DEPOSIT: _____ TECH FEE: _____ CITYWIDE JOB# _____ EN _____ INSURANCE EXPIRATION DATE _____ CITY APPROVAL: _____	

See Improvement Plan Document Submittal Checklist for all required documents to be submitted with initial application.



COUNCIL COMMUNICATION

CC #: 2501
File #: 0800-02

Title: Wastewater Treatment Plant Capacity Analysis Consulting Services - Professional Services Agreement Amendment
Contact: Rana Moore 916-774-5581 rcmoores@roseville.ca.us

Meeting Date: 1/18/2023
Item #: 7.13.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution to approve the First Amendment to Professional Services Agreement with Woodard & Curran Inc. in the amount of \$355,819 for the Dry Creek and Pleasant Grove Wastewater Treatment Plant (WWTP) Capacity Evaluation Project and authorize the City Manager to execute it.

BACKGROUND

Per recommendations from the South Placer Regional Wastewater 2020 Systems Evaluation report, prior to any further improvements at the City's wastewater treatment plants, process-specific sampling, process modeling, and stress-testing should be conducted. This analysis will provide a sound basis for the planning of new facilities, as well as the rehabilitation of existing facilities, and is integral to determining required future capital improvement projects during phased expansions.

On March 3, 2021, Woodard & Curran Inc. was awarded a Professional Services Agreement to conduct the Dry Creek and Pleasant Grove Wastewater Treatment Plant Capacity Evaluation.

This amendment request is due to the following:

1. Woodard & Curran's original scope, schedule, and budget were based on the capacity evaluation for Pleasant Grove WWTP and Dry Creek WWTP occurring simultaneously, with a project completion date of August 2023. Due to delays in final completion and process stabilization of the Pleasant Grove WWTP Expansion Project, the capacity evaluation efforts at each of the two treatment plants are now on separate schedules. Pleasant Grove WWTP capacity analysis is delayed until the expansion is complete and stabilized, resulting in labor cost escalations and an extended project schedule through August 2025.
2. The number of process fundamentals training sessions was increased to accommodate staff schedules.
3. Due to staffing shortages in the City's environmental treatment laboratory, a larger than anticipated contract with an outside laboratory was necessary to complete the sampling and

analytical campaign. Unit costs for laboratory services were also considerably higher when formally procured in fall of 2021 versus unit costs quoted in fall of 2020 during project procurement.

4. In order to provide a foundation for fees related to wastewater capacity upgrade projects, the City has asked Woodard & Curran to complete a "Capacity Improvements Evaluation" in advance of completing the Dry Creek dynamic process modeling and facilities plan. The City has requested that for the new analysis, conditions at the near-term, 20-year planning horizon (original scope), and future buildout be evaluated.

FISCAL IMPACT

The total not-to-exceed change in Woodard & Curran's contract for extending and expanding services is \$355,819. This project is funded by the South Placer Wastewater Authority, and this contract amendment of \$355,819 can be accommodated within the existing Dry Creek and Pleasant Grove WWTP Capacity Evaluation Project budget. This amendment would bring the total project budget from 1,034,153 to 1,390, 153. No additional funding is required at this time.

ENVIRONMENTAL REVIEW

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

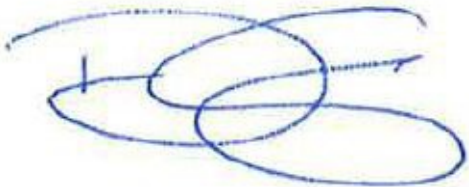
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Rana Moore, Associate Engineer

Richard Plecker, Environmental Utilities Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 23-025

Amendment One

RESOLUTION NO. 23-025

APPROVING A FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT, BY
AND BETWEEN THE CITY OF ROSEVILLE AND WOODARD & CURRAN INC., AND
AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF
THE CITY OF ROSEVILLE

WHEREAS, a first amendment to professional services agreement for wastewater treatment plant capacity analysis consulting services, by and between the City of Roseville and Woodard & Curran Inc., has been reviewed by the City Council; and

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

**FIRST AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT**

Wastewater Treatment Plant Capacity Analysis Consulting Services

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 Woodard & Curran Inc., a Maine corporation (“CONSULTANT”); and

W I T N E S S E T H:

WHEREAS, CITY and CONSULTANT previously entered into a Professional Services Agreement dated May 19, 2021 (“Agreement”) regarding consulting services for a wastewater treatment plant capacity analysis (“Project”); and

WHEREAS, CITY desires to amend the Agreement to include additional services as described in CONSULTANT’s letter/proposal dated November 30, 2022, 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. Section 2 of the Agreement is amended by adding an additional paragraph to read as follows:

“CITY shall pay three hundred fifty-five thousand, eight hundred nineteen dollars (\$355,819), 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 one million, three hundred ninety thousand, one hundred thirty-seven dollars (\$1,390,137).”

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

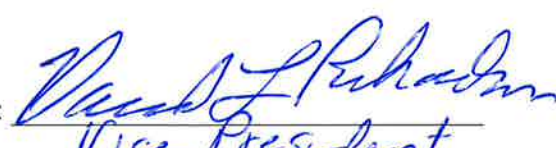
WOODARD & CURRAN INC., a
Maine corporation

BY: _____
DOMINICK CASEY
City Manager

ATTEST:

BY: _____
CARMEN AVALOS
City Clerk

BY: 
its: _____
Treasurer and CFO

and
BY: 
its: _____
Vice President

(SIGNATURES CONTINUED ON NEXT PAGE)

APPROVED AS TO FORM:

BY: _____
MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUBSTANCE:

BY: *Richard D. Plecker*
RICHARD D. PLECKER
Environmental Utilities Director

EXHIBIT “A”

Via Electronic Mail

November 30, 2022



Rana Moore, PE
Associate Engineer
City Roseville, CA
2005 Hilltop Circle
Roseville, CA 95747

Re: Dry Creek and Pleasant Grove WWTP Capacity Evaluation
Proposed Amendment

Dear Rana:

The following is written to propose an Amendment to our current Agreement for Engineering Services for Dry Creek and Pleasant Grove WWTP Capacity Evaluation. The following describes the project understanding, explanation of change, proposed scope changes and proposed fee budget changes.

Project Understanding

The purpose of the Project is to perform a capacity analysis and facilities planning for the Dry Creek (DC) and Pleasant Grove (PG) Wastewater Treatment Facilities. The need for this analysis was identified through a previous Systems Evaluation Update which found that the DC plant was at or potentially over its rated design capacity. The preliminary treatment plant assessments conducted under the Systems Evaluation Update identified significantly higher wastewater loadings to the DC plant and the PG plant compared to design criteria and loading assessments developed in 2009. Based on the documented flows and loadings, the Systems Evaluation Update recommended that SPWA conduct a capacity analysis of the two plants to confirm current hydraulic capacity and biological treatment capacity. The analysis will provide a sound basis for the planning of new facilities and is integral to determining required future capital improvement projects during phased expansions.

During project scoping meetings with the City, key project objectives were identified:

1. Confirm hydraulic capacity and process loading capacities for both the DC and PG plants.
2. Identify limiting unit processes at each plant
3. Identify operational changes to improve capacity, performance, and reliability at each plant
4. Develop process models and provide process simulation tools for operator training, process control, and evaluation of plant upgrades
5. Prepare capital facilities plans incorporating capacity, condition (replacement and rehabilitation) needs, and regulatory drivers.



Based on these objectives, Woodard & Curran and the City of Roseville entered into an Agreement dated May 18, 2021 for a detailed engineering analysis consisting of four phases of work:

- Phase 1: Desktop Capacity Analysis
- Phase 2: Dynamic Process Model Development
- Phase 3: Facilities Planning for Dry Creek WWTP
- Phase 4: Facilities Planning for Dry Creek WWTP

Explanation of Change

Through the execution of the first two Phases of the Work, the City and Woodard & Curran identified several aspects of the project that changed from what was required at the time of the Agreement. These changes are described below, identified by the Phase and Task numbers described in the scope of the Agreement.

1. Phase 1; Task 1.2 - Process Fundamentals Training: The Process Fundamentals Training was completed on September 28, 29 and 30, 2021. The training course was originally budgeted as three 4-hour sessions for a total of 12 hours of instruction time. To accommodate Roseville staff schedules, the training sessions were divided into two classes of 10.5 hours each for a total instruction time of 21 hours. The budget impact is an additional 9 hours for Paul Dombrowski and 9 hours for Athena Pervissian, as well as an additional \$2,100 in travel and other direct costs.
2. Phase 1, Task 1.4, Phase 2, Task 2.1, Phase - Wastewater Sampling Campaign: The original scope and budget for the wastewater characterization (Task 1.4) included the following assumptions:

Task 1.4 Assumptions:

- *Woodard & Curran will prepare a brief sampling and analysis plan for implementation by City staff.*
- *Dry weather sampling will be conducted under Phase 2, Task 2.1.*
- *The sampling programs will proceed concurrently at both DC and PG.*
- *City staff will conduct all field sampling and data collection.*
- *City laboratories will be used for standard analytical work.*
- *Woodard & Curran will contract for outside laboratory services as needed to augment the capacity of the City's laboratory for this additional workload.*

As the first sampling and analytical campaign came together, there were several changes to these original assumptions:

- Due to limited plant laboratory capacity, all analytical work was performed by the outside contract laboratory.



- Due to limited plant staff time, additional services were provided by the contract laboratory for sample pick-up and compositing of samples.
 - Based on a review of key data needs, an additional sample location was added at the Plant Drain.
 - Additional Woodard & Curran labor needed to coordinate the sampling campaign with the Contracted Laboratory (Cal Test) and City staff.
 - Unit costs for laboratory services were considerably higher when formally procured in fall of 2021 versus unit costs quoted in fall of 2020.
3. Phase 1 and 2: Multiple Tasks – Decoupling of DC and PG: Due to ongoing construction at the PG plant, the City and Woodard & Curran identified the need to delay the start of the capacity analysis for the PG plant. The reason for delaying the start is because the PG plant is currently undergoing major construction that was originally planned to be completed in June 2022 but which is now anticipated to be completed with the process stabilized with representative operating conditions by June 2023. To allow for the collection of 6-months of data needed for the analysis would result in a start date for the capacity assessment of December 2023. Woodard & Curran's original scope, schedule, and budget was based on the capacity assessment for both PG and Dry Creek (DC) occurring simultaneously with a project completion date of August 2023. The delay or "decoupling" of PG impacts our scope, schedule, and budget with a revised completion date of August 2025.

The reason for the change is the loss of combined efficiencies from decoupling of Pleasant Grove from Dry Creek. The project was set up to conduct the desktop evaluations, wastewater sampling campaigns, hydraulic model development, process model development, and associated workshops and review meetings concurrently. Many of the subtask budgets were shared between the two plants to improve efficiency and reduce costs. With the need to defer the Pleasant Grove work approximately 24 months, we will need to conduct additional workshops, incur additional travel costs, and prepare separate Tech Memos and summary reports.

In order to keep the budgets separate for the two plants and provide a work breakdown structure that can be easily tracked, we are proposing to modify the scope and budget. This would take the four current project phases and re-structure them into six phases.

- Phases 1-3 will be for Dry Creek:
 - (1) Desk Top Analysis;
 - (2) Detailed Modelling;
 - (3) Facilities Plan
- Phases 4-6 will be for Pleasant Grove:
 - (4) Desk Top Analysis;
 - (5) Detailed Modelling;
 - (6) Facilities Plan

In addition to a loss of efficiency there is also an escalation in labor cost due to decoupling of Pleasant Grove from Dry Creek. Woodard & Curran's original proposal



was based on 2020 labor rates which we had proposed to hold through the duration of the original schedule. With the extended schedule thought August 2025, we are requesting a labor rate escalation of the 2020 rates increasing 5 percent in 2023, 10 percent in 2024, and 15 percent in 2025 to cover staff costs.

4. Phase 3; Task 3.3 – Dry Creek Facilities Plan – Evaluation of WPCF Upgrade Alternatives: In order to provide a foundation for fees related to wastewater capacity upgrade projects, the City has asked Woodard & Curran to complete a “Capacity Improvements Evaluation” in advance of completing the dynamic process modeling and facilities plan at the DC plant. Modifications to the scope are proposed to add the “Capacity Improvements Evaluation” that includes alternatives and budgetary cost analysis for improvements at the Dry Creek WWTF to support the Roseville Capacity Fee Analysis. While some of the scope and analysis of the Capacity Improvements Evaluation was included in the current Agreement, it was planned to be completed subsequent to the Dynamic Process Model (Phase 2) and as part of Dry Creek Facilities Plan (Phase 3).

The proposed scope changes are based on a call between Woodard & Curran and Roseville on August 23, 2022. In summary, Woodard & Curran understands that Roseville is looking to accelerate the delivery of Woodard & Curran’s evaluation and recommendations for capital improvements at the Dry Creek plant that pertain to providing increased plant capacity. We also understand that for the new analysis, Roseville would like W&C to evaluate conditions at the near-term, 20-year planning horizon (as was in our original scope) and future buildout.

Proposed Scope Changes

Proposed scope changes to the Agreement are described below.

1. Phase 1; Task 1.2 – Process Fundamentals Training: Increased the total amount of time for the training sessions.
2. Wastewater Sampling Campaigns (4 total): Increased the level of effort for sampling campaigns as described in the “Explanation of Change” section above.
3. Phase 1 and 2; Multiple Tasks – Decoupling of DC and PG: Increase the level effort for these Phases by performing the analysis on the two plants at separate times and the anticipated increase in labor rates for the extended schedule as described in the “Explanation of Change” section above. Also added phases to the Work as described in “Explanation of Change” section above.
4. Phase 3; Task 3.3 – Dry Creek Facilities Plan – Evaluation of WPCF Upgrade Alternatives: The capacity improvements evaluation would result in additional level of effort and a new technical memorandum deliverable that describes the following:
 - Near Term Improvements: These are the “low hanging fruit” that would provide increased capacity with modest capital cost (i.e. no major structural additions/expansion). We will prepare capital cost estimates and estimate the additional capacity provided and the approximate timeline relative to growth projections (i.e. how far into the future does it get Roseville) for the following upgrades:



- New blowers
- New aeration control system
- Outfit the existing mechanical aeration reactors with hyperbolic mixer/aerators
- Clarifier baffling improvements
- Long Term Improvements (20-year horizon):
 - Identify and evaluate up to 3 alternatives for increasing capacity. Improvements based on condition assessment and rehabilitation needs are not included.
 - Prepare a capital and life-cycle cost for the 3 alternatives.
 - Influent Flow and Load projections are anticipated to be based on the projections shown in Figure 3-1 and 3-2 from the Technical Memorandum No. 7, SPWA Wastewater Treatment Plant Expansion Evaluations, date July 6, 2020 with potentially minor adjustments to the unit flow and pollutant loads on an equivalent dwelling unit (EDU) basis. In addition, we would confirm or modify growth projections from the 2020 Memo as provided by Roseville.
 - Recommend an alternative to Roseville based on the life-cycle cost analysis.
 - Provide a preliminary conceptual figure illustrating recommended alternative.
- Full Buildout Improvements:
 - Update the hydraulic model to identify hydraulic capacity alternatives needed for full buildout.
 - Prepared a capital and life-cycle cost for up to 3 alternatives. We assume that the 3 alternatives evaluated for the 20 year-horizon would be the same as at full buildout and would be expanded in a modular/phased way to meet the additional capacity required with the influent flow and load projections at buildout.
 - Influent Flow and Loads projections are anticipated to be based on the projections shown in Figure 3-1 and 3-2 from the Technical Memorandum No. 7, SPWA Wastewater Treatment Plant Expansion Evaluations, date July 6, 2020.
 - Recommend an alternative to Roseville based on the life-cycle cost analysis.
 - Provide a preliminary conceptual figure illustrating recommended alternative



Proposed Fee Budget Changes

Woodard & Curran proposes an increase in the current budget as described in Table Below:

Description	Budget Increase
1. Process Fundamentals Training	\$ 6,600
2. Wastewater Sampling Campaigns (4 Total)	\$ 147,400
3. Decoupling of Dry Creek and Pleasant Grove Evaluations	\$ 132,519
4. Capacity Improvements Evaluation	\$ 69,300
Proposed Total Increase	\$ 355,819
Original Budget	\$ 1,034,318
Proposed Total Budget	\$ 1,390,137



Thank you for the opportunity to submit our proposed Amendment to you. If you have any questions, please feel free to contact Jon Himlan via phone (781-635-7011) or email (jhimlan@woodardcurran.com).

Sincerely,

WOODARD & CURRAN, INC.

A handwritten signature in black ink, reading "David L. Richardson".

David L. Richardson, P.E. | Vice President

A handwritten signature in black ink, reading "James W. Graydon".

James W. Graydon, P.E. | Project Manager

JEH

PN: 0011844.01



COUNCIL COMMUNICATION

CC #: 2473
File #: 0800-02

Title: Landfill Water Quality and Gas Monitoring and Reporting Services - Professional Services Agreement
Contact: Michelle White 916-774-5774 mjwhite@roseville.ca.us

Meeting Date: 1/18/2023
Item #: 7.14.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution to approve a professional services agreement with Jacobs Engineering Group, Inc. for 2023 Water Quality and Landfill Gas Monitoring and Reporting Services and other Regulatory-Required Technical Assistance and authorize the City Manager to execute the agreement on behalf of the City.

BACKGROUND

The closure of the Roseville Sanitary Landfill was completed in late 1995 in accordance with Waste Discharge Requirements (WDR) Order No. 94-015 and the California Code of Regulations Article 5, Title 23. From these regulations came state-mandated post-closure requirements to establish a groundwater and landfill gas-monitoring program for the site.

Since 1994, the City has conducted groundwater monitoring at the landfill and has hired the engineering firm Jacobs Engineering Group, Inc. (Jacobs) to review data and report on the nature of any release from the landfill to the groundwater. Jacobs' annual water quality report has established baseline water quality parameters and evaluates the effectiveness of the landfill closure. Generally, it takes a number of years of groundwater monitoring and analysis to determine if a landfill closure has been effective. At this time, further monitoring and reporting is required.

The agreement also includes the preparation of the Year 2023 Reports and regulatory assistance including:

- Data compilation and analysis for all data collected between January 2023 and December 2023 for water quality and landfill gas monitoring.
- Semi-annual and annual report preparation and submission to the Regional Water Quality Control Board (RWQCB) for approval.
- Regulatory assistance for Saugstad Park in the amount of \$9,516 is also included in the overall agreement budget.
- Antelope Creek evaluation of cost-effective methods to protect the creek bank from potential erosion.

Staff believes that award of this sole source agreement is in the best interest of the City for the following reasons:

- Jacobs' staff includes the original engineer that assisted with the closure of the landfill site in 1994. Closed landfills can be extremely technical and nuanced sites and having historical knowledge of the site when reviewing monitoring well results is critical to ensuring that the City maintains compliance with the closed landfill site monitoring and reporting plan.
- Jacobs has developed an excellent working relationship with representatives of the Department of Resource Recycling and Recovery (CalRecycle), the RWQCB, and Placer County Environmental Health (Local Enforcement Agency). Representatives from these three agencies have developed a trust in Jacobs's abilities, performance, and recommendations as to the best course of action to take when dealing with issues from the site.
- Their work to date has been excellent. Staff is confident the firm's comprehensive understanding of Roseville's landfill gas and water issues will ensure the City a successful, state-approved landfill closure. Jacobs has also been a fiscally-responsible consultant, consistently coming in under budget and actively researching and networking with industry and regulators to potentially use this site as a source of revenue for the City.

FISCAL IMPACT

The cost of \$260,010 is budgeted in the FY2022-23 Waste Services Operation Fund budget. Funding for the water quality and landfill gas monitoring and reporting services are included in the solid waste service rates.

ENVIRONMENTAL REVIEW

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

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

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

Respectfully Submitted,

Michelle White, Compliance Administrator

Richard Plecker, Environmental Utilities Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 23-001

PSA - Jacobs Engineering

RESOLUTION NO. 23-001

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

WHEREAS, a professional services agreement for 2023 Water Quality and Landfill Gas Monitoring and Reporting Services, by and between the City of Roseville and Jacobs Engineering Group Inc., has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said professional services 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 _____, 2023, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

PROFESSIONAL SERVICES AGREEMENT

2023 Water Quality and Landfill Gas Monitoring and Reporting Services

THIS AGREEMENT is made and entered into this ____ day of _____, 20__,
by and between the City of Roseville, a municipal corporation (“CITY”), and Jacobs
Engineering Group Inc., a Delaware corporation (“CONSULTANT”); and

W I T N E S S E T H:

WHEREAS, CITY desires professional services consisting of Water Quality and Landfill
Gas Monitoring and Reporting Services; and

WHEREAS, CONSULTANT has prepared a proposal dated October 17, 2022, 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 "B," attached hereto and incorporated herein by this reference. Total compensation shall not exceed two hundred sixty thousand, ten dollars (\$260,010).

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

CONSULTANT's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by

law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

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

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

a. Form. 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.

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

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

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

f. Self-Insured Retentions. All self-insured retentions (“SIR”) must be disclosed to Risk Management for approval and shall not reduce the limits of liability.

Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or CITY. CITY reserves the right to obtain a full certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.

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

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

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

hereunder, and may review and copy the files and records at appropriate stages during performance of the services and during the one (1) year period following termination or expiration of this Agreement. CONSULTANT shall include this provisions in its contracts with all subcontractors.

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

7. Prevailing Wages. When applicable, for purposes of this Agreement, CONSULTANT and its subcontractors shall comply with all applicable prevailing wage laws, e.g., but not limited to, California Labor Code Sections 1770 et seq. In accordance with said Section 1775, CONSULTANT shall forfeit as a penalty to the City two hundred dollars (\$200) for each calendar day or portion thereof for each worker paid less than the prevailing rates for such work or craft in which such worker is employed for any work done on-site under the Agreement by CONSULTANT or by any subcontractor in violation of the provisions of the Labor Code and in particular, Labor Code Sections 1770 to 1780, inclusive. In addition to said penalty and pursuant to said Section 1775, the difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage shall be paid to each worker by CONSULTANT or the applicable subcontractor.

Pursuant to the provisions of California Labor Code Section 1773, the contracting department has identified the source, stated below, of the general prevailing rate of wages applicable to the site to be done, for straight time, overtime, and holiday work. The holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining agreement of the particular craft, classification or type of worker concerned. These wage rates

may be obtained from the State Department of Industrial Relations and/or the following website address: <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>.

Pursuant to Labor Code Section 1773.2, general prevailing wage rates set forth above, which forms a part of this Agreement, shall be posted by CONSULTANT at a prominent place at the work site. Prevailing wage rates to be posted at the work site will be furnished by the contracting department. The possibility of wage increases is one of the elements to be considered by CONSULTANT in determining its proposal, and will not under any circumstances be considered as the basis of a claim against CITY or the Agreement.

8. 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.

9. Ability to Perform. CONSULTANT agrees and represents that it has the time, ability and professional expertise to perform the services required under this Agreement. The standard of care applicable to CONSULTANT's services will be the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services at the time said services are performed. CONSULTANT will reperform any services not meeting this standard without additional compensation.

10. 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.

11. 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.

12. Independent Contractor. CONSULTANT, inclusive of its agents, officers, employees, volunteers, independent contractors, and subcontractors, shall act as an independent contractor, and covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of CITY by reason of this Agreement.

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

13. 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.

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

15. 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.

16. 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.

17. 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.

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

19. 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.

20. 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

Michelle White
Environmental Utilities
2005 Hilltop Circle
Roseville, CA 95747

CONSULTANT

Janet Goodrich
Jacobs Engineering Group Inc.
2485 Natomas Park Drive, Suite 600
Sacramento, CA 95833

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

21. 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

JACOBS ENGINEERING GROUP INC.,
a Delaware corporation

BY: _____
DOMINICK CASEY
City Manager

DocuSigned by:
Bret Muilenburg
845D48CE6A744C3
BY: _____
its: Bret Muilenburg
and VP & GM Environmental Solutions

[SIGNATURES CONTINUED ON NEXT PAGE]

ATTEST:

DocuSigned by:
BY: Justin Johnson
its: Justin Johnson
63770056EE6847A...

BY: _____
CARMEN AVALOS
City Clerk

Secretary

APPROVED AS TO FORM:

BY: _____
MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUBSTANCE:

BY: Richard D. Plecker
RICHARD D. PLECKER
Environmental Utilities Director

EXHIBIT “A”



2485 Natomas Park Drive,
Suite 600
Sacramento, California 95833
United States
T +1.916.920.0212
F +1.916.614.3410
www.jacobs.com

Mr. Devin Whittington
Solid Waste Utility Manager
Environmental Utilities
City of Roseville
2005 Hilltop Circle
Roseville, CA 95747

October 17, 2022

Subject: Proposal for 2023 Water Quality and Landfill Gas Monitoring and Reporting Services and Other Regulatory-Required Technical Assistance for the Closed City of Roseville Sanitary Landfill and Related Solid Waste Services Technical and Regulatory Assistance

Dear Mr. Whittington,

Jacobs Engineering Group Inc. (Jacobs) is pleased to provide this proposal to the City of Roseville (City) for regulatory-required water quality and landfill gas monitoring and reporting services during 2023 and additional regulatory-required technical support for compliance at the closed Roseville Landfill located at Galleria Boulevard and Berry Street. This letter presents the proposed scope of work and fees for Jacobs to provide these services in accordance with the following documents:

- The *Post-Closure Maintenance Plan* (PCMP), initially approved for the landfill closure in 1994/1995, and revised in November 2020
- Waste Discharge Requirements (WDRs) and Monitoring and Reporting Program (MRP), Order Number R5-2019-0054, revised June 7, 2019 (Revised MRP)

For cost efficiency, Jacobs proposes to continue using the following subcontractors for recurring scope in 2023: Blaine Tech Services Inc. (Blain Tech) for groundwater sampling and Eurofins Environment Testing Southwest, LLC (Eurofins) for laboratory services. Blaine Tech has been performing the same work for this site under Jacobs since 2013 and is screened and approved through our health and safety program. Eurofins has provided laboratory analytical services during 2022.

We appreciate the opportunity to continue to provide the City with consulting services for the landfill. As we have for nearly three decades, Jacobs will continue to perform water quality and landfill gas services work to meet regulatory deadlines with continuous efforts toward cost efficiencies. This proposal assumes that contract terms will be mutually agreed to as in previous years.

As requested by the City, Jacobs has included budget for additional technical and regulatory support for other related solid waste services, as directed by the City, separated into two separate tasks: Regulatory Assistance for the Roseville Landfill and Regulatory Assistance for Saugstad Park. The tasks for this work are summarized separately from the 2023 water quality and landfill gas monitoring and reporting services.

Scope of Work

Task A.1: Regulatory Assistance

Jacobs will continue to provide regulatory interface and support to the City, as directed by the City's project manager. This work will primarily consist of communicating with regulatory agencies regarding the status of the landfill gas and water quality monitoring and reporting programs, and coordinating and participating in meetings with the regulatory agencies and the City to discuss program status and concerns. As in previous years, this general regulatory assistance will be performed on a time-and-materials basis within the allowable budget as directed by the City. For this level of effort, Jacobs has assumed a total of 1 hour per month for 12 months (duration of this scope of work) for the project manager or senior technical consultant to interface with both Placer County Environmental Health as the Local Enforcement Agency (LEA) on issues related to landfill gas and public health and the Regional Water Quality Control Board, Central Valley Region (CVRWQCB) regarding groundwater, surface water, and storm water runoff quality. Additionally, Jacobs has assumed that up to two meetings would be held at the City office or landfill with the Jacobs project manager and one senior technical consultant attending. Meeting topics may include general landfill concerns, water quality issues, or regulatory issues affecting the landfill or reporting. For these two meetings, 24 total hours are budgeted for the project team for preparing, attending strategy discussions with the City, attending meetings, providing summary-level action item notes, and providing as-needed follow-up documentation.

Task A.2: Groundwater and Surface Water Monitoring and Landfill Annual Facility Inspection

Subtask A.2.1: Groundwater and Surface Water Quality Sampling and Analyses

Jacobs will continue to manage and subcontract with Blaine Tech to provide labor, materials, equipment, and consumable supplies in order to conduct groundwater and surface water monitoring and sampling. Eurofins will conduct laboratory sample analysis in accordance with the Revised MRP dated June 7, 2019. Attachment A includes the analyte list, analytical method, and the sampling event. Prior to field sampling, Jacobs will coordinate sample bottles and chains of custody with the laboratory for delivery with proper sample containers, required preservatives, labels, and collection and submission requirements. One week prior to field sampling activities, Jacobs will notify CVRWQCB of the sampling date. Groundwater and surface water sampling activities will be conducted semiannually in the first and third quarters of 2023 for the 13 groundwater monitoring wells and three surface water locations. Each of the two sampling events is assumed to be completed within 3 days. Table B-1 of Attachment B provides a list of groundwater and surface water monitoring locations and their sampling frequencies. The sampling team will measure depth to groundwater, perform groundwater sampling, obtain field parameters, fill the required sample containers, maintain field notes in accordance with the Revised MRP, and ship the samples daily to the laboratory for analysis. The sampling team will obtain field water quality parameters, perform surface water sampling, and fill the required sample containers at surface water locations. At the completion of the sampling event, field notes, calibration logs, inspection notes, and chain-of-custody forms will be compiled. Laboratory data will be validated as part of Jacobs's quality assurance/quality control program for incorporation into the First Semiannual and Second Semiannual/Annual Monitoring Reports discussed in Subtasks A.3.1 and A.3.2, respectively.

Jacobs will coordinate the groundwater and surface water monitoring Subtask A.2.1 to coincide with the landfill gas sampling described in Task A.4 ideally. However, scheduling or weather conditions may prevent the work for these tasks from being conducted concurrently. Thus, additional hours and separate mobilization costs are included for each of these tasks.

Subtask A.2.2: Annual Facility Inspection, Annual Facility Inspection Completion Report, and Landfill Standard Observations

Jacobs will perform one annual facility inspection of the landfill during third quarter 2023. The Revised MRP requires that the City conduct an annual facility inspection by September 30 each year and complete repairs by October 31 of each year. The annual facility inspection will include the City and two Jacobs staff, and will be up to 4 hours in duration. The City is responsible for completing the repairs identified during the inspection by October 31. This scope assumes that the City will send photos of the completed repairs to Jacobs to complete the Annual Facility Inspection Report by October 31.

The City will remain responsible for conducting landfill standard observations (the Revised MRP indicates a frequency of quarterly, but the City historically performs monthly observations) and significant storm event (2 inches or more precipitation within a 24-hour period) inspections in accordance with the Revised MRP. Jacobs will assist the City in monitoring the precipitation throughout the rainy season and will notify the City if a significant storm event occurs. The City will provide the landfill standard observations to Jacobs for review and inclusion in the First Semiannual and Second Semiannual/Annual Monitoring Reports (Subtasks A.3.1 and A.3.2, respectively), consistent with their current observation forms and processes.

Deliverables

Jacobs will provide the City with an e-mail documenting applicable observations and recommendations from the annual facility inspection for the City's review. After receiving photos of the completed repairs from the City, Jacobs will provide the City with an electronic draft of the Annual Facility Inspection Completion Report for review. The City will provide comments on the Annual Facility Inspection Completion Report within 1 week. Jacobs will incorporate comments received from the City and will finalize the Annual Facility Inspection Report. For additional cost efficiency, Jacobs will distribute on behalf of the City an electronic version of the final report to the City, CVRWQCB, and the LEA on or before the November 15, 2023 deadline. The Annual Facility Inspection Completion Report also will be included as an appendix in the Second Semiannual/Annual Monitoring Report as described in Subtask A.3.2 and uploaded into the CVRWQCB's GeoTracker system as required.

Task A.3: Groundwater and Surface Water Quality Reporting

The groundwater and surface water quality reporting for 2023 consists of preparing and submitting the First Semiannual Monitoring Report to CVRWQCB by August 1, 2023 (Subtask A.3.1) and the Second Semiannual/Annual Monitoring Report by February 1, 2024 (Subtask A.3.2).

Subtask A.3.1: 2023 First Semiannual Monitoring Report

The 2023 First Semiannual Report will be prepared in accordance with Revised MRP, Reporting Section B.3.a. The report will present a summary of groundwater, surface water, and landfill gas monitoring data, as well as an evaluation of the effectiveness of the corrective action program. The report will include the following:

- Compliance summary
- Summary of standard observations and facility monitoring results
- Landfill gas monitoring results and discussion
- Groundwater and surface water monitoring results
- Updated figures, tables, and text from the previous annual report to reflect the most recent data

Mr. Devin Whittington
October 17, 2022
Page 4 of 9



- Contour maps of groundwater elevations, total volatile organic compounds (VOCs), total dissolved solids, and stiff diagrams
- Evaluation of the corrective action progress and effectiveness

Deliverables

Jacobs will provide the City with an electronic version of the draft report and cover letter (to be signed by the City's designated official) for review. The cover letter will be addressed to the CVRWQCB. The City will provide Jacobs with comments on the report within 2 weeks, with a PDF of the signed cover letter for distribution with the report to the regulatory agencies. Jacobs will incorporate comments received from the City and will finalize the report for distribution to the CVRWQCB and the LEA. Jacobs will notify the CVRWQCB that the final report and data have been uploaded into the CVRWQCB's GeoTracker system, as required. For additional cost efficiency, Jacobs will distribute on behalf of the City an electronic version of the final report to the City and the LEA. Jacobs assumes that the City will not need hard copies, but only electronic copies. The final version of the First Semiannual Report will be submitted to the CVRWQCB on or before the August 1, 2023 deadline, assuming receipt of comments from the City on the draft report within 2 weeks of delivery from Jacobs.

Subtask A.3.2: 2023 Second Semiannual/Annual Monitoring Report

The 2023 Second Semiannual/Annual Monitoring Report will be prepared in accordance with the Revised MRP, Reporting Section B.3.b. The report will include the elements required in the semiannual report and the following:

- Summary of standard observations and facility monitoring results
- Year-end summary showing groundwater, surface water, and landfill gas monitoring results for the year indicating changes made or observed since the previous annual report
- Tabular and graphical summaries of the monitoring results, including representative time-series plots
- Hydrographs of each well showing the elevation of groundwater, top and bottom of the screened interval, and pump intake
- Historical monitoring data
- Updated statistical analysis along with new concentration limits
- Annual Facilities Inspection Completion Report (formerly called the Winterization Report, Section A.2.2)

Deliverables

Jacobs will provide the City with an electronic version of the draft report and cover letter (to be signed by the City's designated official) to review. The cover letter will be addressed to the CVRWQCB. The City will provide Jacobs with comments on the report within 2 weeks, with a PDF of the signed cover letter for distribution with the report to the regulatory agencies. Jacobs will incorporate comments received from the City and will finalize the report for distribution to the CVRWQCB and the LEA. Jacobs will notify the CVRWQCB that the final report and data have been uploaded into the CVRWQCB's GeoTracker system as required. For additional cost efficiency, Jacobs will distribute on behalf of the City an electronic version of the final report to the City, CVRWQCB, and LEA. The final version of the Second Semiannual/Annual Monitoring Report will be submitted to CVRWQCB on or before the February 1, 2024 deadline assuming receipt of comments from the City on the draft report within 2 weeks of delivery from Jacobs.

Task A.4: Landfill Gas Monitoring and Reporting

Landfill gas monitoring will be performed using the approved procedures and methods described in the PCMP semiannually for 15 permanent landfill gas monitoring wells and annually for 18 utility locations. In addition, six sampling location are monitored semiannually at the Pearl Creek Apartment. Table B-2 of Attachment B provides a list of landfill gas monitoring locations and their sampling frequencies.

One Jacobs staff member will monitor the landfill gas monitoring locations listed in Table B-2 for methane, carbon dioxide, oxygen, and soil gas pressure using a LandTEC GEM 5000 or equivalent and VOCs using a MiniRae 3000 or equivalent. The instruments will arrive calibrated and will be checked in the field before monitoring begins. Landfill gas sampling activities are assumed to be completed in 1 day. A summary of the field activities and results will be provided semiannually in accordance with California Code of Regulations (CCR) Title 27, Section 20934, and will include the following:

- The concentrations of methane and VOCs as measured at each monitoring well/probe and within each on-site structure
- The documentation of date, time, barometric pressure, atmospheric temperatures, general weather conditions, and probe pressures at the time the sample was taken or the probe was monitored
- The names of the sampling personnel, apparatus utilized, and brief description of the methods used
- Summary of visual inspections and repairs
- Figure showing gas monitoring locations

The report will be submitted to the LEA within 90 days of each monitoring event as required by CCR Title 27, Section 20934. Jacobs will perform gas monitoring and sampling during the first and third quarters 2023.

Deliverables

Jacobs will provide the City with an electronic draft version of each landfill gas monitoring report to review within 60 days of completion of a monitoring event. The City will provide comments on the report within 2 weeks. Jacobs will incorporate comments received from the City and will finalize the report. Jacobs will submit an electronic copy of the report to the City, LEA, and CVRWQCB. Additionally, a copy will be included as an appendix in the First Semiannual and Second Semiannual/Annual Water Quality Monitoring Reports described in Task A.3.

If applicable for the monitoring events, Jacobs will submit notification of detected exceedances of the reporting limit to the LEA and City by e-mail, followed by written notification along with the barometric pressure data corresponding to the exceedance. Note that exceedances are not anticipated; therefore, this scope and budget do not include confirmation sampling and analyses responding to any exceedances beyond the notification immediately following the detection. Should additional actions be required attributable to an exceedance, this activity could be addressed under Task A.7 (Contingency) or separately, as directed by the City.

Task A.5: Area B and Antelope Creek Evaluation

During the 2012 iso-settlement survey, it was first noted that the eastern edge of Area B may potentially be affected by erosion from Antelope Creek. This area has been monitored during the annual facility inspection/winterization inspection. In 2021 and 2022, Jacobs conducted several inspections and geomorphic analysis on the creek. The City has removed some vegetation as well as a sandbar that was pushing the creek closer to Area B.

Jacobs will perform several tasks to evaluate changes to the creek bank and Area B, and will include the following actions:

- Conduct inspections following significant rain events, as previously defined, to confirm the creek bank is not being compromised.
- Evaluate other potential cost-effective methods of protecting the creek bank.

Deliverables

Jacobs will provide the City with an e-mail update with the findings following significant rain events.

Task A.6: Financial Assurance

CCR Title 27, Sections 22212 and 22222 require that the City set aside funds to be used for post-closure maintenance and for corrective action in the case of a release. This requirement is reflected in Section F of the WDR, which states that the financial assurances report is due to the CVRWQCB by June 2 annually.

At the request of the City, Jacobs will prepare financial assurance support, including:

- Updated costs for post-closure maintenance and corrective actions.
- An addendum to the PCMP, if estimated costs or activities change and are required by regulatory agencies.

Task A.7: Landfill Contingency

A contingency budget has been included for the 2023 water quality and landfill gas work, as in previous years, to be used as directed by the City to address additional landfill environmental concerns should they arise. For example, if there is an exceedance of perimeter landfill gas monitoring well action levels, this task can be activated by the City to address the exceedance as required by regulations. Alternatively, for example, this task may be used to evaluate and replace a failed pump in a groundwater monitoring well or to optimize the parameters list found in Table C.3 of the Revised MRP according to ongoing field conditions.

The budget for this task consists of up to 50 hours of labor and approximately \$2,500 to cover expenses such as travel to meetings and to the landfill site, as well as renting or repairing field equipment. This task will be billed on a time-and-materials basis, as directed by the City project manager, up to the task budget limit.

Task B.1: Saugstad Park Regulatory Assistance

The City may require regulatory assistance with ongoing discussions regarding Saugstad Park. Jacobs will provide regulatory interface and support to the City, as directed by the City's project manager. This work will primarily consist of communicating with regulatory agencies regarding Saugstad Park activities and coordinating and participating in meetings with the regulatory agencies and the City to discuss status and concerns. Similar to Task A.1, this general regulatory assistance will be performed on a time-and-materials basis within the allowable budget as directed by the City. For this level of effort, Jacobs has assumed a total of 1 hour per month for 12 months (duration of this scope of work) for the project manager or senior technical consultant to interface with Placer County Environmental Health as the LEA and the CVRWQCB. Additionally, Jacobs included a budget up to 50 hours of labor and \$2,500 to cover expenses for other regulatory requirements, such as landfill gas monitoring or preparation of technical memoranda.

Project Team

This project will be managed by Mr. Dan Chern, an environmental/civil engineer, with senior consulting advisory from Ms. Janet Goodrich, a registered civil engineer in California, both of whom are based out of our Sacramento office. Dan has more than 19 years of experience in environmental remediation, hydrogeology, surface water and groundwater monitoring, water quality sampling and analysis, and compliance reporting. Janet has more than 30 years of experience in the landfill and solid waste industries, and she has supported the Roseville Landfill environmental monitoring program for 28 years. Brian Schroth, listed below, has also supported the City of Roseville on water quality and reporting aspects for more than a decade, and has successfully led the development of revised monitoring approaches and parameters for the revised WRDs/MRP.

Key staff members for this project include previous project team members experienced in landfill regulations, engineering, water quality and landfill gas monitoring, closed landfill maintenance, and compliance reporting. Involvement of these dedicated staff will maintain a high level of project continuity and work efficiency. Jacobs proposes to use the following core project team members for 2023:

- Project Manager – Dan Chern
- Water Quality Senior Review – Brian Schroth, PhD, PG, CH
- Landfill Gas and Landfill Cap System Senior Review – Janet Goodrich, PE
- Solid Waste Senior Technical Consultant – Jordan Norris, PMP and Josh Mooneyham, PE
- Water Quality Sampling Lead/Project Chemist – Lindsey Xayachack

COVID-19

In response to the Coronavirus (COVID-19) outbreak, Jacobs has taken appropriate steps to ensure the health and well-being of our people as well as the continuity of our business operations around the globe. Jacobs has adopted mitigation strategies and protocols based on recognized world standards and guidelines, applying appropriate travel restrictions and abiding by state and municipal proclamations/declarations regarding shelter in place and/or business closures. Based on the foregoing, this proposal, including the schedule of activities, is contingent on being able to appropriately and safely staff and perform (including travel), in light of the Coronavirus outbreak.

Cost Proposal

Jacobs proposes to complete this work on a time-and-materials basis according to the budget for this work as presented in Table 1, assuming the same terms and conditions as Resolution 21-484, Professional Services Agreement, dated December 15, 2021. Jacobs' billing and expense rates are presented in Attachment C. This proposal includes an expanded billing rate schedule. The expanded schedule covers the same staff we have used for the Roseville Landfill projects traditionally and allows Jacobs to provide more cost-effective and diverse labor ranges on our work for this project, as well as other work that we may perform for the City Environmental Utilities Department. Jacobs is proposing a modest annual 3 percent increase from 2023 labor rates starting in 2024, similar to Resolution 21-484. The proposed total project costs this year include a project contingency budget to address unplanned regulatory compliance activities, water quality or landfill gas management concerns, or additional monitoring requirements, and will only be activated at the direction of the City. The period of performance is from contract award, assumed to begin on February 1, 2023.

The proposed task and subtask structure and budget are summarized as follows:

Table 1. City of Roseville 2023 Water Quality and Landfill Gas Monitoring, Reporting Service, and Saugstad Park Waste Regulatory Assistance
Roseville Landfill, Roseville, California

Task	Cost
<i>Task A – Roseville Landfill 2023 Water Quality and Landfill Gas Services</i>	
Task A.1 – Regulatory Assistance	\$8,527
Task A.2 – MRP Required Sampling and Inspections	\$59,674
Subtask A.2.1 – Water Quality Sampling and Analysis	\$52,640
Subtask A.2.2 – Annual Facility Inspection and Report	\$7,034
Task A.3 – Water Quality Reports	\$127,276
Subtask A.3.1 – First Semiannual Report	\$50,496
Subtask A.3.2 – Second Semiannual/Annual Report	\$76,780
Task A.4 – Landfill Gas Services	\$11,444
Task A.5 – Area B and Antelope Creek Evaluation	\$14,547
Task A.6 – Financial Assurance	\$16,182
Task A.7 – Contingency	\$12,844
<i>Task A Subtotal</i>	<i>\$250,494</i>
<i>Task B – Saugstad Park</i>	
Task B.1 – Saugstad Park Regulatory Assistance	\$9,516
<i>Task B Subtotal</i>	<i>\$9,516</i>
Total All Tasks	\$260,010

Note:

Budget developed on a time-and-materials basis.

Mr. Devin Whittington

October 17, 2022

Page 9 of 9

Jacobs

Jacobs appreciates the opportunity to continue to serve the City of Roseville. Please contact Dan Chern at (916) 286-0339 if you have questions regarding this proposal.

Sincerely,

Jacobs Engineering Group Inc.



Josh Lawson
Manager of Projects

Copies to: Janet Goodrich/SAC

Analyte List, Analytical Method, and Sampling Event

Table A-1. Groundwater Sampling Analyses and Frequency
Roseville Landfill, Roseville California

Constituent	Current Analytical Method	Monitoring Frequency
<i>Field Parameter Monitoring</i>		
DO	Field	Semiannual
Elevation, groundwater	Field	Semiannual
ORP	Field	Semiannual
pH	Field	Semiannual
Specific conductance	Field	Semiannual
Temperature	Field	Semiannual
Turbidity	Field	Semiannual
<i>General Parameters</i>		
Chemical oxygen demand	E410.4	Semiannual
Total dissolved solids	SM2540C	Semiannual
Total Organic Carbon	SM5310B	5-Year
<i>General Minerals</i>		
Major Anions		
Alkalinity, bicarbonate	E310.1	Semiannual
Chloride	E300.0	Semiannual
Sulfate	E300.0	Semiannual
Nitrate – nitrogen	E300.0	Semiannual
Major Cations		
Calcium	E200.7	Semiannual
Sodium	E200.7	Semiannual
Magnesium	E200.7	Semiannual
Potassium	E200.7	Semiannual
<i>Dissolved Metals</i>		
Common		
Iron	SW6010B	Semiannual
Manganese	SW6010B	Semiannual
Barium	SW6010B	Semiannual
Sulfide	SM4500-S2	5-Year

Table A-1. Groundwater Sampling Analyses and Frequency
Roseville Landfill, Roseville California

Constituent	Current Analytical Method	Monitoring Frequency
Heavy		
Arsenic	E200.8	Semiannual
Cadmium	E200.8	5-Year
Chromium	E200.7	5-Year
Hexavalent chromium	E218.6	5-Year
Lead	E200.8	5-Year
Mercury	E245.1	5-Year
Other		
Antimony	E200.7	5-Year
Beryllium	E200.7	5-Year
Cobalt	E200.7	5-Year
Copper	E200.7	5-Year
Cyanide	SM4500-CN	5-Year
Nickel	E200.7	5-Year
Selenium	E200.7	5-Year
Silver	E200.7	5-Year
Thallium	E200.7	5-Year
Tin	E200.7	5-Year
Vanadium	E200.7	5-Year
Zinc	E200.7	5-Year
Volatile Organic Compounds		
Alcohols and Ethers		
Ethanol	SW8260B	Semiannual
Ethyltertiary butyl ether	SW8260B	Semiannual
tert-Amyl methyl ether	SW8260B	Semiannual
tert-Butyl alcohol	SW8260B	Semiannual
Isobutyl alcohol	SW8260B	5-Year
di-Isopropyl ether	SW8260B	Semiannual
Methyl tert-butyl ether	SW8260B	Semiannual

Table A-1. Groundwater Sampling Analyses and Frequency
Roseville Landfill, Roseville California

Constituent	Current Analytical Method	Monitoring Frequency
<i>Benzene Compounds</i>		
BTEX		
Benzene	SW8260B	Semiannual
Ethylbenzene	SW8260B	Semiannual
Toluene	SW8260B	Semiannual
Xylenes	SW8260B	Semiannual
Other		
Chlorobenzene	SW8260B	Semiannual
1,2-Dichlorobenzene (o-Dichlorobenzene [1,2-DCB])	SW8260B	Semiannual
1,3-Dichlorobenzene (m-Dichlorobenzene [1,3-DCB])	SW8260B	Semiannual
1,2,4-Trichlorobenzene	SW8260B	Semiannual
Chloroethane	SW8260B	Semiannual
1,4-Dichlorobenzene	SW8260B	Semiannual
<i>Chlorofluorocarbons</i>		
Carbon tetrachloride (Freon-10)	SW8260B	Semiannual
Chloroform (Freon-20)	SW8260B	Semiannual
Dichlorodifluoromethane (Freon-12)	SW8260B	Semiannual
Trichlorofluoromethane (Freon-11)	SW8260B	Semiannual
<i>Halogenated</i>		
Common		
trans-1,2-Dichloroethene (trans-1,2-DCE)	SW8260B	Semiannual
1,1-Dichloroethane (1,1-DCA)	SW8260B	Semiannual
1,2-Dichloroethane (1,2-DCA)	SW8260B	Semiannual
1,1-Dichloroethene (1,1-DCE)	SW8260B	Semiannual
cis-1,2-Dichloroethene (Cis-1,2- DCE)	SW8260B	Semiannual
Tetrachloroethene (PCE)	SW8260B	Semiannual
1,1,1-Trichloroethane (1,1,1-TCA)	SW8260B	Semiannual
1,1,2-Trichloroethane (1,1,2-TCA)	SW8260B	Semiannual

Table A-1. Groundwater Sampling Analyses and Frequency
Roseville Landfill, Roseville California

Constituent	Current Analytical Method	Monitoring Frequency
Trichloroethene (TCE)	SW8260B	Semiannual
1,1,1,2-Tetrachloroethane	SW8260B	Semiannual
1,1,2,2-Tetrachloroethane	SW8260B	Semiannual
Vinyl chloride	SW8260B	Semiannual
Trihalomethanes		
Bromochloromethane	SW8260B	Semiannual
Bromodichloromethane	SW8260B	Semiannual
Bromoform (tribromomethane)	SW8260B	Semiannual
1,2-Dibromoethane (ethylene dibromide)	SW8260B	Semiannual
Dibromochloromethane (chlorodibromomethane)	SW8260B	Semiannual
Other		
Chloromethane	SW8260B	Semiannual
Chloroethane	SW8260B	Semiannual
<i>Industrial Solvents</i>		
Carbon disulfide	SW8260B	Semiannual
Methyl ethyl ketone (2-butanone)	SW8260B	Semiannual
<i>Interferences, Common</i>		
Acetone	SW8260B	Semiannual
Bromomethane	SW8260B	Semiannual
Methylene chloride	SW8260B	Semiannual
<i>Other Organic COCs</i>		
Semivolatile Organic Compounds		
Acenaphthene	SW8270C	5-Year
Acenaphthylene	SW8270C	5-Year
Acetophenone	SW8270C	5-Year
2-Acetylaminofluorene (2-AAF)	SW8270C	5-Year
4-Aminobiphenyl	SW8270C	5-Year
Anthracene	SW8270C	5-Year
Benzo[a]anthracene	SW8270C	5-Year

Table A-1. Groundwater Sampling Analyses and Frequency
Roseville Landfill, Roseville California

Constituent	Current Analytical Method	Monitoring Frequency
Benzo[a]pyrene	SW8270C	5-Year
Benzo[b]fluoranthene	SW8270C	5-Year
Benzo[g,h,i]perylene	SW8270C	5-Year
Benzo[k]fluoranthene	SW8270C	5-Year
Benzyl alcohol	SW8270C	5-Year
Bis(2-ethylhexyl) phthalate	SW8270C	5-Year
Bis(2-chloroethoxy)methane	SW8270C	5-Year
Bis(2-chloroethyl) ether	SW8270C	5-Year
Bis(2-chloroisopropyl) ether	SW8270C	5-Year
4-Bromophenyl phenyl ether	SW8270C	5-Year
Butyl benzyl phthalate	SW8270C	5-Year
4-Chloroaniline (p-chloroaniline)	SW8270C	5-Year
4-Chloro-3-methylphenol	SW8270C	5-Year
2-Chloronaphthalene	SW8270C	5-Year
2-Chlorophenol	SW8270C	5-Year
4-Chlorophenyl phenyl ether	SW8270C	5-Year
Chrysene	SW8270C	5-Year
2-Methylphenol	SW8270C	5-Year
3-Methylphenol	SW8270C	5-Year
4-Methylphenol	SW8270C	5-Year
Dibenz[a,h]anthracene	SW8270C	5-Year
Dibenzofuran	SW8270C	5-Year
Di-n-butyl phthalate	SW8270C	5-Year
3,3-Dichlorobenzidine	SW8270C	5-Year
2,4-Dichlorophenol	SW8270C	5-Year
2,6-Dichlorophenol	SW8270C	5-Year
Diethyl phthalate	SW8270C	5-Year
Dimethylaminoazobenzene (p-[dimethylamino]azobenzene)	SW8270C	5-Year

Table A-1. Groundwater Sampling Analyses and Frequency
Roseville Landfill, Roseville California

Constituent	Current Analytical Method	Monitoring Frequency
7,12-Dimethylbenz(a)anthracene	SW8270C	5-Year
3,3'-Dimethylbenzidine	SW8270C	5-Year
2,4-Dimethylphenol (m-xyleneol)	SW8270C	5-Year
Dimethyl phthalate	SW8270C	5-Year
1,3-Dinitrobenzene (m-dinitrobenzene)	SW8270C	5-Year
4,6-Dinitro-2-methylphenol	SW8270C	5-Year
2,4-Dinitrophenol	SW8270C	5-Year
2,4-Dinitrotoluene	SW8270C	5-Year
2,6-Dinitrotoluene	SW8270C	5-Year
Di-n-octyl phthalate	SW8270C	5-Year
Diphenylamine	SW8270C	5-Year
Ethyl methanesulfonate	SW8270C	5-Year
Famphur	SW8141A	5-Year
Fluoranthene	SW8270C	5-Year
Fluorene	SW8270C	5-Year
Hexachlorobenzene	SW8270C	5-Year
Hexachloroethane	SW8270C	5-Year
Hexachloropropene	SW8270C	5-Year
Indeno(1,2,3-c,d)pyrene	SW8270C	5-Year
Isophorone	SW8270C	5-Year
Isosafrole	SW8270C	5-Year
Kepone	SW8270C	5-Year
Methapyrilene	SW8270C	5-Year
3-Methylcholanthrene	SW8270C	5-Year
Methyl methanesulfonate	SW8270C	5-Year
2-Methylnaphthalene	SW8270C	5-Year
1,4-Naphthoquinone	SW8270C	5-Year
1-Naphthylamine	SW8270C	5-Year
2-Naphthylamine	SW8270C	5-Year

Table A-1. Groundwater Sampling Analyses and Frequency
Roseville Landfill, Roseville California

Constituent	Current Analytical Method	Monitoring Frequency
2-Nitroaniline	SW8270C	5-Year
3-Nitroaniline	SW8270C	5-Year
4-Nitroaniline	SW8270C	5-Year
Nitrobenzene	SW8270C	5-Year
2-Nitrophenol	SW8270C	5-Year
4-Nitrophenol	SW8270C	5-Year
N-Nitrosodi-n-butylamine	SW8270C	5-Year
N-Nitrosodiethylamine	SW8270C	5-Year
N-Nitrosodimethylamine	SW8270C	5-Year
N-Nitrosodiphenylamine	SW8270C	5-Year
N-Nitrosodipropylamine	SW8270C	5-Year
N-Nitrosomethylethylamine	SW8270C	5-Year
N-Nitrosopiperidine	SW8270C	5-Year
N-Nitrosopyrrolidine	SW8270C	5-Year
5-Nitro-o-toluidine	SW8270C	5-Year
Pentachlorobenzene	SW8270C	5-Year
Pentachloronitrobenzene (PCNB)	SW8270C	5-Year
Pentachlorophenol	SW8270C	5-Year
Phenacetin	SW8270C	5-Year
Phenanthrene	SW8270C	5-Year
Phenol	SW8270C	5-Year
1,4-Phenylenediamine (p-phenylenediamine)	SW8270C	5-Year
PCBs; Aroclors – see below	SW8082	5-Year
Pronamide	SW8270C	5-Year
Pyrene	SW8270C	5-Year
Safrole	SW8270C	5-Year
1,2,4,5-Tetrachlorobenzene	SW8270C	5-Year
2,3,4,6-Tetrachlorophenol	SW8270C	5-Year
2-Methylaniline (o-toluidine)	SW8270C	5-Year

Table A-1. Groundwater Sampling Analyses and Frequency
Roseville Landfill, Roseville California

Constituent	Current Analytical Method	Monitoring Frequency
2,4,5-Trichlorophenol	SW8270C	5-Year
0,0,0-Triethyl phosphorothioate	SW8270C	5-Year
1,3,5-Trinitrobenzene (sym-trinitrobenzene)	SW8270C	5-Year
Organochlorine Pesticides		
Aldrin	SW8270C	5-Year
α -BHC	SW8270C	5-Year
β -BHC	SW8270C	5-Year
γ -BHC (Lindane)	SW8270C	5-Year
δ -BHC	SW8270C	5-Year
Chlorobenzilate	SW8270C	5-Year
Chlordane – technical (chlordane – not otherwise specified)	SW8270C	5-Year
4,4'-DDD	SW8270C	5-Year
4,4'-DDE	SW8270C	5-Year
4,4'-DDT	SW8270C	5-Year
Diallate	SW8270C	5-Year
Dieldrin	SW8270C	5-Year
Endosulfan I	SW8270C	5-Year
Endosulfan II	SW8270C	5-Year
Endosulfan sulfate	SW8270C	5-Year
Endrin	SW8270C	5-Year
Endrin aldehyde	SW8270C	5-Year
Heptachlor	SW8270C	5-Year
Heptachlor epoxide	SW8270C	5-Year
Hexachlorocyclopentadiene	SW8270C	5-Year
Isodrin	SW8270C	5-Year
Methoxychlor	SW8270C	5-Year
Toxaphene	SW8270C	5-Year
Polychlorinated Biphenyls		

Table A-1. Groundwater Sampling Analyses and Frequency
Roseville Landfill, Roseville California

Constituent	Current Analytical Method	Monitoring Frequency
Aroclor 1016 (Aroclor 06)	SW8082	5-Year
Aroclor 1221 (Aroclor 22)	SW8082	5-Year
Aroclor 1232 (Aroclor 232)	SW8082	5-Year
Aroclor 1242 (Aroclor 242)	SW8082	5-Year
Aroclor 1248 (Aroclor 248)	SW8082	5-Year
Aroclor 1254 (Aroclor 254)	SW8082	5-Year
Aroclor 1260 (Aroclor 260)	SW8082	5-Year
Aroclor 1262	SW8082	5-Year
Aroclor 1268	SW8082	5-Year
Organophosphorus Pesticides		
Atrazine	SW8141B	5-Year
Chlorpyrifos	SW8141B	5-Year
Diazinon	SW8141B	5-Year
Dimethoate	SW8141B	5-Year
Disulfoton	SW8141B	5-Year
Parathion-ethyl (Parathion)	SW8141B	5-Year
Parathion-methyl	SW8141B	5-Year
Phorate	SW8141B	5-Year
Simazine	SW8141B	5-Year
Thionazin (O,O-Diethyl O-2-pyrazinyl phosphorothioate)	SW8141B	5-Year
Chlorinated herbicides		
2,4-D (2,4-dichlorophenoxyacetic acid)	SW8151A	5-Year
Dinoseb	SW8151A	5-Year
Silvex (2,4,5-TP)	SW8151A	5-Year
2,4,5-T (2,4,5-trichlorophenoxyacetic acid)	SW8151A	5-Year
Miscellaneous		
Acetonitrile	SW8260B	5-Year
Acrolein	SW8260B	5-Year

Table A-1. Groundwater Sampling Analyses and Frequency
Roseville Landfill, Roseville California

Constituent	Current Analytical Method	Monitoring Frequency
Acrylonitrile	SW8260B	Semiannual
Chloroprene	SW8260B	5-Year
trans-1,4-Dichloro-2-butene	SW8260B	Semiannual
Ethyl methacrylate	SW8260B	5-Year
Methyl methacrylate	SW8260B	5-Year
Hexachlorobutadiene	SW8260B	Semiannual
2-Hexanone (methyl butyl ketone)	SW8260B	Semiannual
Iodomethane (methyl iodide)	SW8260B	Semiannual
Methacrylonitrile	SW8260B	5-Year
Dibromomethane	SW8260B	Semiannual
4-Methyl-2-pentanone (methyl isobutylketone)	SW8260B	Semiannual
Naphthalene	SW8260B	Semiannual
Propionitrile	SW8260B	5-Year
Styrene	SW8260B	Semiannual
Vinyl acetate	SW8260B	Semiannual
Props		
1,2-Dichloropropane	SW8260B	Semiannual
1,3-Dichloropropane	SW8260B	5-Year
2,2-Dichloropropene	SW8260B	5-Year
1,1-Dichloropropene	SW8260B	5-Year
Cis-1,3-Dichloropropene	SW8260B	Semiannual
1,2,3-Trichloropropane	SW8260B	Semiannual
1,2-Dibromo-3-chloropropane (DBCP)	SW8260B	Semiannual
trans-1,3-Dichloropropene	SW8260B	Semiannual
3-Chloropropene (allyl chloride)	SW8260B	5-Year

Table A-2. Leachate Seep Sampling Analyses and Frequency
 Roseville Landfill, Roseville, California

Constituent	Current Analytical Method	Monitoring Frequency
<i>Field Parameter Monitoring</i>		
Total flow	Field	If leachate seep detected
Flow rate	Field	If leachate seep detected
pH	Field	If leachate seep detected
Specific conductance	Field	If leachate seep detected
<i>General Parameters</i>		
Total dissolved solids	SM2540C	If leachate seep detected
<i>General Minerals</i>		
Major Anions		
Alkalinity, bicarbonate	E310.1	If leachate seep detected
Chloride	E300.0	If leachate seep detected
Sulfate	E300.0	If leachate seep detected
Nitrate – nitrogen	E300.0	If leachate seep detected
<i>Dissolved Metals</i>		
Common		
Iron	SW6010B	If leachate seep detected
Manganese	SW6010B	If leachate seep detected
Barium	SW6010B	If leachate seep detected
Sulfide	SM4500-S2	If leachate seep detected
Heavy		
Arsenic	E200.8	If leachate seep detected
Cadmium	E200.8	If leachate seep detected
Chromium	E200.7	If leachate seep detected
Hexavalent chromium	E218.6	If leachate seep detected
Lead	E200.8	If leachate seep detected
Mercury	E245.1	If leachate seep detected
Other		
Antimony	E200.7	If leachate seep detected
Beryllium	E200.7	If leachate seep detected

Table A-2. Leachate Seep Sampling Analyses and Frequency
 Roseville Landfill, Roseville, California

Constituent	Current Analytical Method	Monitoring Frequency
Cobalt	E200.7	If leachate seep detected
Copper	E200.7	If leachate seep detected
Cyanide	SM4500-CN	If leachate seep detected
Nickel	E200.7	If leachate seep detected
Selenium	E200.7	If leachate seep detected
Silver	E200.7	If leachate seep detected
Thallium	E200.7	If leachate seep detected
Tin	E200.7	If leachate seep detected
Vanadium	E200.7	If leachate seep detected
Zinc	E200.7	If leachate seep detected
Volatile Organic Compounds		
Alcohols and Ethers		
Ethanol	SW8260B	If leachate seep detected
Ethyltertiary butyl ether	SW8260B	If leachate seep detected
tert-Amyl methyl ether	SW8260B	If leachate seep detected
tert-Butyl alcohol	SW8260B	If leachate seep detected
di-Isopropyl ether	SW8260B	If leachate seep detected
Methyl tert-butyl ether	SW8260B	If leachate seep detected
Benzene Compounds		
BTEX		
Benzene	SW8260B	If leachate seep detected
Ethylbenzene	SW8260B	If leachate seep detected
Toluene	SW8260B	If leachate seep detected
Xylenes	SW8260B	If leachate seep detected
Other		
Chlorobenzene	SW8260B	If leachate seep detected
1,2-Dichlorobenzene (o-Dichlorobenzene [1,2-DCB])	SW8260B	If leachate seep detected
1,3-Dichlorobenzene (m-Dichlorobenzene [1,3-DCB])	SW8260B	If leachate seep detected

Table A-2. Leachate Seep Sampling Analyses and Frequency
Roseville Landfill, Roseville, California

Constituent	Current Analytical Method	Monitoring Frequency
1,2,4-Trichlorobenzene	SW8260B	If leachate seep detected
Chloroethane	SW8260B	If leachate seep detected
1,4-Dichlorobenzene	SW8260B	If leachate seep detected
Chlorofluorocarbons		
Carbon tetrachloride (Freon-10)	SW8260B	If leachate seep detected
Chloroform (Freon-20)	SW8260B	If leachate seep detected
Dichlorodifluoromethane (Freon-12)	SW8260B	If leachate seep detected
Trichlorofluoromethane (Freon-11)	SW8260B	If leachate seep detected
Halogenated		
Common		
trans-1,2-Dichloroethene (trans-1,2-DCE)	SW8260B	If leachate seep detected
1,1-Dichloroethane (1,1-DCA)	SW8260B	If leachate seep detected
1,2-Dichloroethane (1,2-DCA)	SW8260B	If leachate seep detected
1,1-Dichloroethene (1,1-DCE)	SW8260B	If leachate seep detected
cis-1,2-Dichloroethene (Cis-1,2- DCE)	SW8260B	If leachate seep detected
Tetrachloroethene (PCE)	SW8260B	If leachate seep detected
1,1,1-Trichloroethane (1,1,1-TCA)	SW8260B	If leachate seep detected
1,1,2-Trichloroethane (1,1,2-TCA)	SW8260B	If leachate seep detected
Trichloroethene (TCE)	SW8260B	If leachate seep detected
1,1,1,2-Tetrachloroethane	SW8260B	If leachate seep detected
1,1,2,2-Tetrachloroethane	SW8260B	If leachate seep detected
Vinyl chloride	SW8260B	If leachate seep detected
Trihalomethanes		
Bromochloromethane	SW8260B	If leachate seep detected
Bromodichloromethane	SW8260B	If leachate seep detected
Bromoform (tribromomethane)	SW8260B	If leachate seep detected
1,2-Dibromoethane (ethylene dibromide)	SW8260B	If leachate seep detected
Dibromochloromethane (chlorodibromomethane)	SW8260B	If leachate seep detected

Table A-2. Leachate Seep Sampling Analyses and Frequency
Roseville Landfill, Roseville, California

Constituent	Current Analytical Method	Monitoring Frequency
Other		
Chloromethane	SW8260B	If leachate seep detected
Chloroethane	SW8260B	If leachate seep detected
Industrial Solvents		
Carbon disulfide	SW8260B	If leachate seep detected
Methyl ethyl ketone (2-butanone)	SW8260B	If leachate seep detected
Interferences, Common		
Acetone	SW8260B	If leachate seep detected
Bromomethane	SW8260B	If leachate seep detected
Methylene chloride	SW8260B	If leachate seep detected
Other Organic COCs		
Semivolatile Organic Compounds		
Acenaphthene	SW8270C	If leachate seep detected
Acenaphthylene	SW8270C	If leachate seep detected
Acetophenone	SW8270C	If leachate seep detected
2-Acetylaminofluorene (2-AAF)	SW8270C	If leachate seep detected
4-Aminobiphenyl	SW8270C	If leachate seep detected
Anthracene	SW8270C	If leachate seep detected
Benzo[a]anthracene	SW8270C	If leachate seep detected
Benzo[a]pyrene	SW8270C	If leachate seep detected
Benzo[b]fluoranthene	SW8270C	If leachate seep detected
Benzo[g,h,i]perylene	SW8270C	If leachate seep detected
Benzo[k]fluoranthene	SW8270C	If leachate seep detected
Benzyl alcohol	SW8270C	If leachate seep detected
Bis(2-ethylhexyl) phthalate	SW8270C	If leachate seep detected
Bis(2-chloroethoxy)methane	SW8270C	If leachate seep detected
Bis(2-chloroethyl) ether	SW8270C	If leachate seep detected
Bis(2-chloroisopropyl) ether	SW8270C	If leachate seep detected
4-Bromophenyl phenyl ether	SW8270C	If leachate seep detected

Table A-2. Leachate Seep Sampling Analyses and Frequency
Roseville Landfill, Roseville, California

Constituent	Current Analytical Method	Monitoring Frequency
Butyl benzyl phthalate	SW8270C	If leachate seep detected
4-Chloroaniline (p-chloroaniline)	SW8270C	If leachate seep detected
4-Chloro-3-methylphenol	SW8270C	If leachate seep detected
2-Chloronaphthalene	SW8270C	If leachate seep detected
2-Chlorophenol	SW8270C	If leachate seep detected
4-Chlorophenyl phenyl ether	SW8270C	If leachate seep detected
Chrysene	SW8270C	If leachate seep detected
2-Methylphenol	SW8270C	If leachate seep detected
3-Methylphenol	SW8270C	If leachate seep detected
4-Methylphenol	SW8270C	If leachate seep detected
Dibenz[a,h]anthracene	SW8270C	If leachate seep detected
Dibenzofuran	SW8270C	If leachate seep detected
Di-n-butyl phthalate	SW8270C	If leachate seep detected
3,3-Dichlorobenzidine	SW8270C	If leachate seep detected
2,4-Dichlorophenol	SW8270C	If leachate seep detected
2,6-Dichlorophenol	SW8270C	If leachate seep detected
Diethyl phthalate	SW8270C	If leachate seep detected
Dimethylaminoazobenzene (p-[dimethylamino]azobenzene)	SW8270C	If leachate seep detected
7,12-Dimethylbenz(a)anthracene	SW8270C	If leachate seep detected
3,3'-Dimethylbenzidine	SW8270C	If leachate seep detected
2,4-Dimethylphenol (m-xylene)	SW8270C	If leachate seep detected
Dimethyl phthalate	SW8270C	If leachate seep detected
1,3-Dinitrobenzene (m-dinitrobenzene)	SW8270C	If leachate seep detected
4,6-Dinitro-2-methylphenol	SW8270C	If leachate seep detected
2,4-Dinitrophenol	SW8270C	If leachate seep detected
2,4-Dinitrotoluene	SW8270C	If leachate seep detected
2,6-Dinitrotoluene	SW8270C	If leachate seep detected
Di-n-octyl phthalate	SW8270C	If leachate seep detected

Table A-2. Leachate Seep Sampling Analyses and Frequency
Roseville Landfill, Roseville, California

Constituent	Current Analytical Method	Monitoring Frequency
Diphenylamine	SW8270C	If leachate seep detected
Ethyl methanesulfonate	SW8270C	If leachate seep detected
Famphur	SW8141A	If leachate seep detected
Fluoranthene	SW8270C	If leachate seep detected
Fluorene	SW8270C	If leachate seep detected
Hexachlorobenzene	SW8270C	If leachate seep detected
Hexachloroethane	SW8270C	If leachate seep detected
Hexachloropropene	SW8270C	If leachate seep detected
Indeno(1,2,3-c,d)pyrene	SW8270C	If leachate seep detected
Isophorone	SW8270C	If leachate seep detected
Isosafrole	SW8270C	If leachate seep detected
Kepone	SW8270C	If leachate seep detected
Methapyrilene	SW8270C	If leachate seep detected
3-Methylcholanthrene	SW8270C	If leachate seep detected
Methyl methanesulfonate	SW8270C	If leachate seep detected
2-Methylnaphthalene	SW8270C	If leachate seep detected
1,4-Naphthoquinone	SW8270C	If leachate seep detected
1-Naphthylamine	SW8270C	If leachate seep detected
2-Naphthylamine	SW8270C	If leachate seep detected
2-Nitroaniline	SW8270C	If leachate seep detected
3-Nitroaniline	SW8270C	If leachate seep detected
4-Nitroaniline	SW8270C	If leachate seep detected
Nitrobenzene	SW8270C	If leachate seep detected
2-Nitrophenol	SW8270C	If leachate seep detected
4-Nitrophenol	SW8270C	If leachate seep detected
N-Nitrosodi-n-butylamine	SW8270C	If leachate seep detected
N-Nitrosodiethylamine	SW8270C	If leachate seep detected
N-Nitrosodimethylamine	SW8270C	If leachate seep detected
N-Nitrosodiphenylamine	SW8270C	If leachate seep detected

Table A-2. Leachate Seep Sampling Analyses and Frequency
Roseville Landfill, Roseville, California

Constituent	Current Analytical Method	Monitoring Frequency
N-Nitrosodipropylamine	SW8270C	If leachate seep detected
N-Nitrosomethylethylamine	SW8270C	If leachate seep detected
N-Nitrosopiperidine	SW8270C	If leachate seep detected
N-Nitrosopyrrolidine	SW8270C	If leachate seep detected
5-Nitro-o-toluidine	SW8270C	If leachate seep detected
Pentachlorobenzene	SW8270C	If leachate seep detected
Pentachloronitrobenzene (PCNB)	SW8270C	If leachate seep detected
Pentachlorophenol	SW8270C	If leachate seep detected
Phenacetin	SW8270C	If leachate seep detected
Phenanthrene	SW8270C	If leachate seep detected
Phenol	SW8270C	If leachate seep detected
1,4-Phenylenediamine (p-phenylenediamine)	SW8270C	If leachate seep detected
PCBs; Aroclors – see below	SW8082	If leachate seep detected
Pronamide	SW8270C	If leachate seep detected
Pyrene	SW8270C	If leachate seep detected
Safrole	SW8270C	If leachate seep detected
1,2,4,5-Tetrachlorobenzene	SW8270C	If leachate seep detected
2,3,4,6-Tetrachlorophenol	SW8270C	If leachate seep detected
2-Methylaniline (o-toluidine)	SW8270C	If leachate seep detected
2,4,5-Trichlorophenol	SW8270C	If leachate seep detected
O,O,O-Triethyl phosphorothioate	SW8270C	If leachate seep detected
1,3,5-Trinitrobenzene (sym-trinitrobenzene)	SW8270C	If leachate seep detected
Organochlorine Pesticides		
Aldrin	SW8270C	If leachate seep detected
α-BHC	SW8270C	If leachate seep detected
β-BHC	SW8270C	If leachate seep detected
γ-BHC (Lindane)	SW8270C	If leachate seep detected
δ-BHC	SW8270C	If leachate seep detected
Chlorobenzilate	SW8270C	If leachate seep detected

Table A-2. Leachate Seep Sampling Analyses and Frequency
Roseville Landfill, Roseville, California

Constituent	Current Analytical Method	Monitoring Frequency
Chlordane – technical (chlordane – not otherwise specified)	SW8270C	If leachate seep detected
4,4'-DDD	SW8270C	If leachate seep detected
4,4'-DDE	SW8270C	If leachate seep detected
4,4'-DDT	SW8270C	If leachate seep detected
Diallate	SW8270C	If leachate seep detected
Dieldrin	SW8270C	If leachate seep detected
Endosulfan I	SW8270C	If leachate seep detected
Endosulfan II	SW8270C	If leachate seep detected
Endosulfan sulfate	SW8270C	If leachate seep detected
Endrin	SW8270C	If leachate seep detected
Endrin aldehyde	SW8270C	If leachate seep detected
Heptachlor	SW8270C	If leachate seep detected
Heptachlor epoxide	SW8270C	If leachate seep detected
Hexachlorocyclopentadiene	SW8270C	If leachate seep detected
Isodrin	SW8270C	If leachate seep detected
Methoxychlor	SW8270C	If leachate seep detected
Toxaphene	SW8270C	If leachate seep detected
Polychlorinated Biphenyls		
Aroclor 1016 (Aroclor 06)	SW8082	If leachate seep detected
Aroclor 1221 (Aroclor 22)	SW8082	If leachate seep detected
Aroclor 1232 (Aroclor 232)	SW8082	If leachate seep detected
Aroclor 1242 (Aroclor 242)	SW8082	If leachate seep detected
Aroclor 1248 (Aroclor 248)	SW8082	If leachate seep detected
Aroclor 1254 (Aroclor 254)	SW8082	If leachate seep detected
Aroclor 1260 (Aroclor 260)	SW8082	If leachate seep detected
Aroclor 1262	SW8082	If leachate seep detected
Aroclor 1268	SW8082	If leachate seep detected
Organophosphorus Pesticides		

Table A-2. Leachate Seep Sampling Analyses and Frequency
Roseville Landfill, Roseville, California

Constituent	Current Analytical Method	Monitoring Frequency
Atrazine	SW8141B	If leachate seep detected
Chlorpyrifos	SW8141B	If leachate seep detected
Diazinon	SW814B	If leachate seep detected
Dimethoate	SW8141B	If leachate seep detected
Disulfoton	SW8141B	If leachate seep detected
Parathion-ethyl (Parathion)	SW8141B	If leachate seep detected
Parathion-methyl	SW8141B	If leachate seep detected
Phorate	SW8141B	If leachate seep detected
Simazine	SW8141B	If leachate seep detected
Thionazin (0,0-Diethyl 0-2-pyrazinyl phosphorothioate)	SW8141B	If leachate seep detected
Chlorinated herbicides		
2,4-D (2,4-dichlorophenoxyacetic acid)	SW8151A	If leachate seep detected
Dinoseb	SW8151A	If leachate seep detected
Silvex (2,4,5-TP)	SW8151A	If leachate seep detected
2,4,5-T (2,4,5-trichlorophenoxyacetic acid)	SW8151A	If leachate seep detected
<i>Miscellaneous</i>		
Acrylonitrile	SW8260B	If leachate seep detected
trans-1,4-Dichloro-2-butene	SW8260B	If leachate seep detected
Hexachlorobutadiene	SW8260B	If leachate seep detected
2-Hexanone (methyl butyl ketone)	SW8260B	If leachate seep detected
Iodomethane (methyl iodide)	SW8260B	If leachate seep detected
Dibromomethane	SW8260B	If leachate seep detected
4-Methyl-2-pentanone (methyl isobutylketone)	SW8260B	If leachate seep detected
Naphthalene	SW8260B	If leachate seep detected
Styrene	SW8260B	If leachate seep detected
Vinyl acetate	SW8260B	If leachate seep detected
Props		
1,2-Dichloropropane	SW8260B	If leachate seep detected

Table A-2. Leachate Seep Sampling Analyses and Frequency
Roseville Landfill, Roseville, California

Constituent	Current Analytical Method	Monitoring Frequency
Cis-1,3-Dichloropropene	SW8260B	If leachate seep detected
1,2,3-Trichloropropane	SW8260B	If leachate seep detected
1,2-Dibromo-3-chloropropane (DBCP)	SW8260B	If leachate seep detected
trans-1,3-Dichloropropene	SW8260B	If leachate seep detected

Table A-3. Surface Water Sampling Analyses and Frequency
Roseville Landfill, Roseville, California

Constituent	Current Analytical Method	Monitoring Frequency
<i>Field Parameter Monitoring</i>		
DO	Field	Semiannual
Flow to waters of U.S.	Field	Semiannual
ORP	Field	Semiannual
pH	Field	Semiannual
Specific conductance	Field	Semiannual
Temperature	Field	Semiannual
Turbidity	Field	Semiannual
<i>General Parameters</i>		
Alkalinity, total	SW2320B	Semiannual
Total dissolved solids	SM2540C	Semiannual
<i>General Minerals</i>		
Major Anions		
Alkalinity, bicarbonate	E310.1	5-Year
Chloride	E300.0	Semiannual
Sulfate	E300.0	5-Year
Nitrate – nitrogen	E300.0	5-Year
Major Cations		
Calcium	E200.7	5-Year
Sodium	E200.7	5-Year
Magnesium	E200.7	5-Year
Potassium	E200.7	5-Year
<i>Volatile Organic Compounds</i>		
Alcohols and Ethers		
Ethanol	SW8260B	5-Year
Ethyltertiary butyl ether	SW8260B	5-Year
tert-Amyl methyl ether	SW8260B	5-Year
tert-Butyl alcohol	SW8260B	5-Year
Isobutyl alcohol	SW8260B	5-Year

Table A-3. Surface Water Sampling Analyses and Frequency
Roseville Landfill, Roseville, California

Constituent	Current Analytical Method	Monitoring Frequency
di-Isopropyl ether	SW8260B	5-Year
Methyl tert-butyl ether	SW8260B	5-Year
<i>Benzene Compounds</i>		
BTEX		
Benzene	SW8260B	5-Year
Ethylbenzene	SW8260B	5-Year
Toluene	SW8260B	5-Year
Xylenes	SW8260B	5-Year
Other		
Chlorobenzene	SW8260B	5-Year
1,2-Dichlorobenzene (o-Dichlorobenzene [1,2-DCB])	SW8260B	5-Year
1,3-Dichlorobenzene (m-Dichlorobenzene [1,3-DCB])	SW8260B	5-Year
1,2,4-Trichlorobenzene	SW8260B	5-Year
Chloroethane	SW8260B	5-Year
1,4-Dichlorobenzene	SW8260B	5-Year
<i>Chlorofluorocarbons</i>		
Carbon tetrachloride (Freon-10)	SW8260B	5-Year
Chloroform (Freon-20)	SW8260B	5-Year
Dichlorodifluoromethane (Freon-12)	SW8260B	5-Year
Trichlorofluoromethane (Freon-11)	SW8260B	5-Year
<i>Halogenated</i>		
Common		
trans-1,2-Dichloroethene (trans-1,2-DCE)	SW8260B	5-Year
1,1-Dichloroethane (1,1-DCA)	SW8260B	5-Year
1,2-Dichloroethane (1,2-DCA)	SW8260B	5-Year
1,1-Dichloroethene (1,1-DCE)	SW8260B	5-Year
cis-1,2-Dichloroethene (Cis-1,2- DCE)	SW8260B	5-Year
Tetrachloroethene (PCE)	SW8260B	5-Year

Table A-3. Surface Water Sampling Analyses and Frequency
Roseville Landfill, Roseville, California

Constituent	Current Analytical Method	Monitoring Frequency
1,1,1-Trichloroethane (1,1,1-TCA)	SW8260B	5-Year
1,1,2-Trichloroethane (1,1,2-TCA)	SW8260B	5-Year
Trichloroethene (TCE)	SW8260B	5-Year
1,1,1,2-Tetrachloroethane	SW8260B	5-Year
1,1,2,2-Tetrachloroethane	SW8260B	5-Year
Vinyl chloride	SW8260B	5-Year
Trihalomethanes		
Bromochloromethane	SW8260B	5-Year
Bromodichloromethane	SW8260B	5-Year
Bromoform (tribromomethane)	SW8260B	5-Year
1,2-Dibromoethane (ethylene dibromide)	SW8260B	5-Year
Dibromochloromethane (chlorodibromomethane)	SW8260B	5-Year
Other		
Chloromethane	SW8260B	5-Year
Chloroethane	SW8260B	5-Year
Industrial Solvents		
Carbon disulfide	SW8260B	5-Year
Methyl ethyl ketone (2-butanone)	SW8260B	5-Year
Interferences, Common		
Acetone	SW8260B	5-Year
Bromomethane	SW8260B	5-Year
Methylene chloride	SW8260B	5-Year
Other Organic COCs		
Semivolatile Organic Compounds		
Acenaphthene	SW8270C	5-Year
Acenaphthylene	SW8270C	5-Year
Acetophenone	SW8270C	5-Year
2-Acetylaminofluorene (2-AAF)	SW8270C	5-Year

Table A-3. Surface Water Sampling Analyses and Frequency
Roseville Landfill, Roseville, California

Constituent	Current Analytical Method	Monitoring Frequency
4-Aminobiphenyl	SW8270C	5-Year
Anthracene	SW8270C	5-Year
Benzo[a]anthracene	SW8270C	5-Year
Benzo[a]pyrene	SW8270C	5-Year
Benzo[b]fluoranthene	SW8270C	5-Year
Benzo[g,h,i]perylene	SW8270C	5-Year
Benzo[k]fluoranthene	SW8270C	5-Year
Benzyl alcohol	SW8270C	5-Year
Bis(2-ethylhexyl) phthalate	SW8270C	5-Year
Bis(2-chloroethoxy)methane	SW8270C	5-Year
Bis(2-chloroethyl) ether	SW8270C	5-Year
Bis(2-chloroisopropyl) ether	SW8270C	5-Year
4-Bromophenyl phenyl ether	SW8270C	5-Year
Butyl benzyl phthalate	SW8270C	5-Year
4-Chloroaniline (p-chloroaniline)	SW8270C	5-Year
4-Chloro-3-methylphenol	SW8270C	5-Year
2-Chloronaphthalene	SW8270C	5-Year
2-Chlorophenol	SW8270C	5-Year
4-Chlorophenyl phenyl ether	SW8270C	5-Year
Chrysene	SW8270C	5-Year
2-Methylphenol	SW8270C	5-Year
3-Methylphenol	SW8270C	5-Year
4-Methylphenol	SW8270C	5-Year
Dibenz[a,h]anthracene	SW8270C	5-Year
Dibenzofuran	SW8270C	5-Year
Di-n-butyl phthalate	SW8270C	5-Year
3,3-Dichlorobenzidine	SW8270C	5-Year
2,4-Dichlorophenol	SW8270C	5-Year
2,6-Dichlorophenol	SW8270C	5-Year

Table A-3. Surface Water Sampling Analyses and Frequency
Roseville Landfill, Roseville, California

Constituent	Current Analytical Method	Monitoring Frequency
Diethyl phthalate	SW8270C	5-Year
Dimethylaminoazobenzene (p-[dimethylamino]azobenzene)	SW8270C	5-Year
7,12-Dimethylbenz(a)anthracene	SW8270C	5-Year
3,3'-Dimethylbenzidine	SW8270C	5-Year
2,4-Dimethylphenol (m-xlenol)	SW8270C	5-Year
Dimethyl phthalate	SW8270C	5-Year
1,3-Dinitrobenzene (m-dinitrobenzene)	SW8270C	5-Year
4,6-Dinitro-2-methylphenol	SW8270C	5-Year
2,4-Dinitrophenol	SW8270C	5-Year
2,4-Dinitrotoluene	SW8270C	5-Year
2,6-Dinitrotoluene	SW8270C	5-Year
Di-n-octyl phthalate	SW8270C	5-Year
Diphenylamine	SW8270C	5-Year
Ethyl methanesulfonate	SW8270C	5-Year
Famphur	SW8141A	5-Year
Fluoranthene	SW8270C	5-Year
Fluorene	SW8270C	5-Year
Hexachlorobenzene	SW8270C	5-Year
Hexachloroethane	SW8270C	5-Year
Hexachloropropene	SW8270C	5-Year
Indeno(1,2,3-c,d)pyrene	SW8270C	5-Year
Isophorone	SW8270C	5-Year
Isosafrole	SW8270C	5-Year
Kepone	SW8270C	5-Year
Methapyrilene	SW8270C	5-Year
3-Methylcholanthrene	SW8270C	5-Year
Methyl methanesulfonate	SW8270C	5-Year
2-Methylnaphthalene	SW8270C	5-Year

Table A-3. Surface Water Sampling Analyses and Frequency
Roseville Landfill, Roseville, California

Constituent	Current Analytical Method	Monitoring Frequency
1,4-Naphthoquinone	SW8270C	5-Year
1-Naphthylamine	SW8270C	5-Year
2-Naphthylamine	SW8270C	5-Year
2-Nitroaniline	SW8270C	5-Year
3-Nitroaniline	SW8270C	5-Year
4-Nitroaniline	SW8270C	5-Year
Nitrobenzene	SW8270C	5-Year
2-Nitrophenol	SW8270C	5-Year
4-Nitrophenol	SW8270C	5-Year
N-Nitrosodi-n-butylamine	SW8270C	5-Year
N-Nitrosodiethylamine	SW8270C	5-Year
N-Nitrosodimethylamine	SW8270C	5-Year
N-Nitrosodiphenylamine	SW8270C	5-Year
N-Nitrosodipropylamine	SW8270C	5-Year
N-Nitrosomethylethylamine	SW8270C	5-Year
N-Nitrosopiperidine	SW8270C	5-Year
N-Nitrosopyrrolidine	SW8270C	5-Year
5-Nitro-o-toluidine	SW8270C	5-Year
Pentachlorobenzene	SW8270C	5-Year
Pentachloronitrobenzene (PCNB)	SW8270C	5-Year
Pentachlorophenol	SW8270C	5-Year
Phenacetin	SW8270C	5-Year
Phenanthrene	SW8270C	5-Year
Phenol	SW8270C	5-Year
1,4-Phenylenediamine (p-phenylenediamine)	SW8270C	5-Year
PCBs; Aroclors – see below	SW8082	5-Year
Pronamide	SW8270C	5-Year
Pyrene	SW8270C	5-Year
Safrole	SW8270C	5-Year

Table A-3. Surface Water Sampling Analyses and Frequency
Roseville Landfill, Roseville, California

Constituent	Current Analytical Method	Monitoring Frequency
1,2,4,5-Tetrachlorobenzene	SW8270C	5-Year
2,3,4,6-Tetrachlorophenol	SW8270C	5-Year
2-Methylaniline (o-toluidine)	SW8270C	5-Year
2,4,5-Trichlorophenol	SW8270C	5-Year
0,0,0-Triethyl phosphorothioate	SW8270C	5-Year
1,3,5-Trinitrobenzene (sym-trinitrobenzene)	SW8270C	5-Year
Organochlorine Pesticides		
Aldrin	SW8270C	5-Year
α -BHC	SW8270C	5-Year
β -BHC	SW8270C	5-Year
γ -BHC (Lindane)	SW8270C	5-Year
δ -BHC	SW8270C	5-Year
Chlorobenzilate	SW8270C	5-Year
Chlordane – technical (chlordane – not otherwise specified)	SW8270C	5-Year
4,4'-DDD	SW8270C	5-Year
4,4'-DDE	SW8270C	5-Year
4,4'-DDT	SW8270C	5-Year
Diallate	SW8270C	5-Year
Dieldrin	SW8270C	5-Year
Endosulfan I	SW8270C	5-Year
Endosulfan II	SW8270C	5-Year
Endosulfan sulfate	SW8270C	5-Year
Endrin	SW8270C	5-Year
Endrin aldehyde	SW8270C	5-Year
Heptachlor	SW8270C	5-Year
Heptachlor epoxide	SW8270C	5-Year
Hexachlorocyclopentadiene	SW8270C	5-Year
Isodrin	SW8270C	5-Year

Table A-3. Surface Water Sampling Analyses and Frequency
Roseville Landfill, Roseville, California

Constituent	Current Analytical Method	Monitoring Frequency
Methoxychlor	SW8270C	5-Year
Toxaphene	SW8270C	5-Year
Polychlorinated Biphenyls		
Aroclor 1016 (Aroclor 06)	SW8082	5-Year
Aroclor 1221 (Aroclor 22)	SW8082	5-Year
Aroclor 1232 (Aroclor 232)	SW8082	5-Year
Aroclor 1242 (Aroclor 242)	SW8082	5-Year
Aroclor 1248 (Aroclor 248)	SW8082	5-Year
Aroclor 1254 (Aroclor 254)	SW8082	5-Year
Aroclor 1260 (Aroclor 260)	SW8082	5-Year
Aroclor 1262	SW8082	5-Year
Aroclor 1268	SW8082	5-Year
Organophosphorus Pesticides		
Atrazine	SW8141B	5-Year
Chlorpyrifos	SW8141B	5-Year
Diazinon	SW8141B	5-Year
Dimethoate	SW8141B	5-Year
Disulfoton	SW8141B	5-Year
Parathion-ethyl (Parathion)	SW8141B	5-Year
Parathion-methyl	SW8141B	5-Year
Phorate	SW8141B	5-Year
Simazine	SW8141B	5-Year
Thionazin (0,0-Diethyl 0-2-pyrazinyl phosphorothioate)	SW8141B	5-Year
Chlorinated herbicides		
2,4-D (2,4-dichlorophenoxyacetic acid)	SW8151A	5-Year
Dinoseb	SW8151A	5-Year
Silvex (2,4,5-TP)	SW8151A	5-Year
2,4,5-T (2,4,5-trichlorophenoxyacetic acid)	SW8151A	5-Year

Table A-3. Surface Water Sampling Analyses and Frequency
Roseville Landfill, Roseville, California

Constituent	Current Analytical Method	Monitoring Frequency
<i>Miscellaneous</i>		
Acetonitrile	SW8260B	5-Year
Acrolein	SW8260B	5-Year
Acrylonitrile	SW8260B	5-Year
Chloroprene	SW8260B	5-Year
trans-1,4-Dichloro-2-butene	SW8260B	5-Year
Ethyl methacrylate	SW8260B	5-Year
Methyl methacrylate	SW8260B	5-Year
Hexachlorobutadiene	SW8260B	5-Year
2-Hexanone (methyl butyl ketone)	SW8260B	5-Year
Iodomethane (methyl iodide)	SW8260B	5-Year
Methacrylonitrile	SW8260B	5-Year
Dibromomethane	SW8260B	5-Year
4-Methyl-2-pentanone (methyl isobutylketone)	SW8260B	5-Year
Naphthalene	SW8260B	5-Year
Propionitrile	SW8260B	5-Year
Styrene	SW8260B	5-Year
Vinyl acetate	SW8260B	5-Year
Props		
1,2-Dichloropropane	SW8260B	5-Year
1,3-Dichloropropane	SW8260B	5-Year
2,2-Dichloropropene	SW8260B	5-Year
1,1-Dichloropropene	SW8260B	5-Year
Cis-1,3-Dichloropropene	SW8260B	5-Year
1,2,3-Trichloropropane	SW8260B	5-Year
1,2-Dibromo-3-chloropropane (DBCP)	SW8260B	5-Year
trans-1,3-Dichloropropene	SW8260B	5-Year
3-Chloropropene (allyl chloride)	SW8260B	5-Year

Roseville Landfill Monitoring Locations and Frequency

Table B-1. Groundwater and Surface Water Monitoring Locations and Frequency
Roseville Landfill, Roseville, California

Monitoring Location	Monitoring Area	Sampling Frequency
<i>Groundwater Monitoring Wells</i>		
MW-1	Background Areas A/B and C/D	Semiannual
MW-2	Background Areas A/B and C/D	Semiannual
MW-3	Background Areas A/B and C/D	Semiannual
MW-5	Downgradient Area C/D	Semiannual
MW-8	Downgradient Area C/D	Semiannual
MW-9	Cross-gradient Area A/B	Semiannual
MW-10A	Cross-gradient Area A/B	Semiannual
MW-10B	Cross-gradient Area A/B	Semiannual
MW-12	Downgradient Area A/B; Cross-gradient Area C/D	Semiannual
MW-13	Downgradient Area C/D	Semiannual
MW-14	Downgradient Area C/D	Semiannual
MW-15	Downgradient Area A/B	Semiannual
MW-16	Downgradient Area C/D	Semiannual
<i>Surface Water Monitoring Locations</i>		
SW-1	Upstream of Roseville Landfill	Semiannual
SW-2	Between Areas A/B and C/D	Semiannual
SW-3	Downstream of Roseville Landfill	Semiannual

Table B-2. Landfill Gas Monitoring Locations and Frequency
Roseville Landfill, Roseville, California

Monitoring Location	Type	Sampling Frequency
<i>Permanent Landfill Gas Wells</i>		
LFG-1: Shallow	Permanent gas well	Semiannual
LFG-1: Deep	Permanent gas well	Semiannual
LFG-3: Shallow	Permanent gas well	Semiannual
LFG-3: Deep	Permanent gas well	Semiannual
LFG-4	Permanent gas well	Semiannual
LFG-5	Permanent gas well	Semiannual
LFG-7	Permanent gas well	Semiannual
LFG-8: Shallow	Permanent gas well	Semiannual
LFG-8: Deep	Permanent gas well	Semiannual
LFG-9: Shallow	Permanent gas well	Semiannual
LFG-9: Deep	Permanent gas well	Semiannual
LFG-10: Shallow	Permanent gas well	Semiannual
LFG-10: Deep	Permanent gas well	Semiannual
LFG-11: Shallow	Permanent gas well	Semiannual
LFG-11: Deep	Permanent gas well	Semiannual
<i>On-site Structures and Utilities</i>		
ARV-1	Roseville Water, Valve	Annual
ARV-2	Roseville Water, Valve	Annual
ARV-3	Roseville Water, Valve	Annual
F6-17	SPMUD sewer manhole	Annual
F6-18	SPMUD sewer manhole	Annual
F6-19	SPMUD sewer manhole	Annual
F6-20	SPMUD sewer manhole	Annual
G6-11	SPMUD sewer manhole	Annual
G6-12	SPMUD sewer manhole	Annual
G6-13	SPMUD sewer manhole	Annual
G6-14	SPMUD sewer manhole	Annual
MH-1	Roseville Water, manhole	Annual

Table B-2. Landfill Gas Monitoring Locations and Frequency
Roseville Landfill, Roseville, California

Monitoring Location	Type	Sampling Frequency
MH-2	Roseville Water, manhole	Annual
MH-3	Roseville Water, manhole	Annual
MH-4	Roseville Water, manhole	Annual
MH-5	Roseville Water, manhole	Annual
Roseville Shed	Roseville Shed	Annual
BC-5	Bow Club Clubhouse	Annual
<i>Pearl Creek Apartment Passive Cut-off Trench</i>		
PC-PV-1	Passive vent	Semiannual
PC-PV-2	Passive vent	Semiannual
PC-PV-3	Passive vent	Semiannual
PC-PV-4	Passive vent	Semiannual
PC-CO-1	Clean out manhole	Semiannual
PC-CO-2	Clean out manhole	Semiannual
PC-CO-3	Clean out manhole	Semiannual

EXHIBIT “B”

Labor and Expense Rates

Table C-1. Labor Rates Schedule for City of Roseville 2023/2024 Water Quality and Landfill Gas Monitoring and Reporting Services and Saugstad Park Regulatory Assistance
Roseville Landfill, Roseville, California

	Rate (\$ per hour)
<i>Period: 2023</i>	
Professional & Project Management - Subject Matter Expert	301.00
Professional & Project Management - Senior Principal	272.00
Professional & Project Management - Principal	249.00
Professional & Project Management - Specialist	229.00
Professional & Project Management - Senior	209.00
Professional & Project Management - Career	188.00
Professional & Project Management - Associate	168.00
Professional & Project Management - Intermediate	149.00
Professional & Project Management - Entry	138.00
Technician - Specialist	149.00
Technician - Senior	133.00
Technician - Career	117.00
Technician - Intermediate	102.00
Technician - Entry	87.00
Administration & Support - Senior	101.00
Administration & Support - Career	94.00
Administration & Support - Intermediate	87.00
Administration & Support - Entry	80.00
Global Delivery Center - Senior	120.00
Global Delivery Center - Intermediate	90.00
Global Delivery Center - Entry	70.00

Note:

The table provides an expanded billing rate schedule. Rates are subject to an annual 3 percent escalation beginning January 1, 2024.

Table C-2. Expense Markup for City of Roseville 2023/2024 Water Quality and Landfill Gas Monitoring and Reporting Services and Saugstad Park Regulatory Assistance

Roseville Landfill

Expenses Billed at Cost with Following Markups		Markup
<i>Expenses</i>		
Health and Safety (Included)		0%
Truck Rental		10%
Miscellaneous Field Equipment		10%
Mail/Shipping		10%
<i>Travel</i>		
Travel Auto Mileage (cost billed will be at published IRS allowable reimbursable rate at the time work is performed)		0%
<i>Subcontract</i>		
Laboratory Services – Eurofins		10%
Groundwater Monitoring – Blaine Tech		10%
Utility Locating Services – if required		10%
Drilling Services – if required		10%



COUNCIL COMMUNICATION

CC #: 2496

File #: 0721

Title: Roseville Transit Agency Safety Plan Update

Contact: Ed Scofield 916-869-9109 ecscofield@roseville.ca.us

Meeting Date: 1/18/2023

Item #: 7.15.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council approve the updated Roseville Transit Agency Safety Plan that will update the Injury & Illness Prevention Plan to include the City's latest plan, add additional safety language as required by the Bipartisan Infrastructure Law, and authorize the City Manager to approve future minor and non-substantive changes to this document without further Council action.

BACKGROUND

On August 19, 2020, the City Council approved Roseville Transit's Agency Safety Plan. This plan was developed in response to the passage of the Moving Ahead for Progress in the 21st Century (MAP-21) Act, which required recipients of 49 U.S.C. Chapter 53 funding to develop and implement a Public Transportation Agency Safety Plan (PTASP). The City continues to receive transit funding under the following Chapter 53 programs:

- Urbanized Area Formula Program (§ 5307),
- Buses and Bus Facilities Program (§ 5339), and
- Enhanced Mobility of Seniors & People with Disabilities Program (§ 5310).

The purpose of the PTASP is to improve public transportation safety by guiding transit agencies to more effectively and proactively manage safety risks in their systems.

Since approval of Roseville Transit's Agency Safety Plan in 2020, staff provides regular reviews of the document to ensure accuracy and inclusion of the most updated information. As part of a review completed in December of 2022, it was noted that an updated version of Attachment 3 of the safety plan, Roseville's Injury & Illness Prevention Plan, is available and should replace the current version in the safety plan. Also, additional requirements were established for the PTASP, as part of the Bipartisan Infrastructure Law signed into law on November 15, 2021, that necessitate minor updates to the plan. Through the PTASP regulation (49 C.F.R. § 673), the FTA requires transit agencies to form a safety committee to implement a safety management system to manage safety risk, to help agencies maintain or improve their safety performance.

Staff is seeking Council approval for Amendment 1 to the Roseville Transit Agency Safety Plan that will update Attachment 3 to include the City's latest Injury & Illness Prevention Plan, add additional safety language as required by the Bipartisan Infrastructure Law and authorization for the City Manager to approve future minor changes to this document without further Council action.

FISCAL IMPACT

This amendment will not result in a direct fiscal impact. However, having an updated Agency Safety Plan allows the City to maintain compliance with FTA requirements to receive funding under 49 U.S.C. Chapter 53.

ENVIRONMENTAL REVIEW

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

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal A - Remain fiscally responsible in a changing world

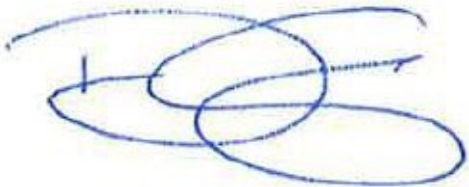
Goal C - Maintain a safe and healthy community

Goal E - Deliver exceptional city services

Respectfully Submitted,

Ed Scofield, Alternative Transportation Manager

Jason Shykowski, Public Works Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 23-021

Approved Roseville Transit Safety Plan

RESOLUTION NO. 23-021

APPROVING THE UPDATED ROSEVILLE TRANSIT AGENCY SAFETY PLAN, AND
AUTHORIZING THE CITY MANAGER TO EXECUTE IT
ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, on August 19, 2020, the City Council approved Roseville Transit's Agency Safety Plan; and

WHEREAS, this plan was developed in response to the passage of the Moving Ahead for Progress in the 21st Century (MAP-21) Act, which required recipients of 49 U.S.C. Chapter 53 funding to develop and implement a Public Transportation Agency Safety Plan; and

WHEREAS, staff provides regular reviews of the document to ensure accuracy and inclusion of the most updated information; and

WHEREAS, as part of a review completed in December of 2022, it was noted that an updated version of Attachment 3 of the safety plan, Roseville's Injury & Illness Prevention Plan, is available and should replace the current version in the safety plan; and

WHEREAS, as part of the Bipartisan Infrastructure Law signed into law on November 15, 2021, PTASP regulation (49 C.F.R. § 673) requires transit agencies to update the safety plan to include language related to a safety management system to manage safety risk, to help agencies maintain or improve their safety performance; and

WHEREAS, the updated Roseville Transit Agency Safety Plan has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said updated Roseville Transit Agency Safety Plan is hereby approved.

BE IT FURTHER RESOLVED, that the City Manager is authorized to approve future minor and non-substantive changes to this document without further City Council approval.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 2023, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



CITY OF ROSEVILLE

ROSEVILLE TRANSIT

AGENCY SAFETY PLAN



City of Roseville
316 Vernon Street, Suite 150
Roseville, CA 95678

Roseville Transit
Agency Safety Plan
Adopted: 8-19-2020



Signature of Accountable Executive

8-21-2020

Date

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Executive Summary

Moving Ahead for Progress in the 21st Century (MAP-21) grants the Federal Transit Administration (FTA) the authority to establish and enforce a comprehensive framework to oversee the safety of public transportation throughout the United States. As a component of this safety oversight framework, MAP-21 requires recipients of FTA Chapter 53 funding to develop and implement a Public Transportation Agency Safety Plan (PTASP) based on the Safety Management Systems (SMS) approach. As a recipient of FTA Chapter 53 funding, the City of Roseville is required to develop and implement a PTASP.

This document serves as the City of Roseville's PTASP required by 49 U.S.C. § 5329. The purpose of this PTASP is to be a comprehensive agency safety plan that is consistent with FTA's PTASP final rule under 49 C.F.R. § 673. The plan includes the following requirements:

- ✓ An approval by the agency's Accountable Executive and the City Council;
- ✓ The designation of a Chief Safety Officer;
- ✓ The documented processes of the City's SMS, including the City's Safety Management Policy (SMP) and processes for Safety Risk Management (SRA), Safety Assurance (SA), and Safety Promotion (SP);
- ✓ An Employee Safety Reporting Program (ESRP);
- ✓ Performance targets based on the safety performance measures established in FTA's National Public Transportation Safety Plan (NSP);
- ✓ Criteria to address all applicable requirements and standards set forth in FTA's Public Transportation Safety Program and the NSP; and
- ✓ A process and timeline for conducting an annual review and update of the safety plan.

1. Transit Agency Information

Transit Agency Name	City of Roseville			
Transit Agency Address	316 Vernon Street, Suite 150, Roseville, CA 95678			
Name and Title of Accountable Executive	Dominick Casey, City Manager			
Name of Chief Safety Officer	Dominick Casey, City Manager			
Mode(s) of Service Covered by This Plan	Fixed Route Bus Service (Commuter & Local), Complementary Paratransit and Demand Response Service	List All FTA Funding Types	5307, 5339(a), 5339(b), 5310	
Mode(s) of Service Provided by the Transit Agency (Directly operated or contracted service)	Fixed Route Bus Service (inclusive of Local and Commuter Service), Complementary Paratransit and Demand Response Service (Transit operation services are contracted.)			
Does the agency provide transit services on behalf of another transit agency or entity?	Yes ☐	No ☒	Description of Arrangement(s)	N/A
Name and Address of Transit Agency(ies) or Entity(ies) for Which Service Is Provided	N/A			

2. Plan Development, Approval, and Updates

Name of Entity That Drafted This Plan	City of Roseville, Public Works Department – Alternative Transportation Division	
Signature by the Accountable Executive	Signature of Accountable Executive	Date of Signature
	See page #1	See page #1
Approval by the Board of Directors or an Equivalent Authority	Name of Entity That Approved This Plan	Date of Approval
	Roseville City Council	See Attachment #1
	Relevant Documentation (Title and Location)	
	Resolution is found in Attachment #1	
Certification of Compliance	Name of Entity That Certified This Plan	Date of Certification
	City of Roseville	See Attachment #2
	Relevant Documentation (Title and Location)	
	Annual Certs & Assurances is located in FTA Transit Award Management System (TrAMS)	

Version Number and Updates			
Version Number	Section/Pages Affected	Reason for Change	Date Issued

Annual Review and Update of the Roseville Transit Agency Safety Plan

This plan addresses all applicable requirements and standards as set forth in FTA's Public Transportation Safety Program and the National Public Transportation Safety Plan.

This Plan will be jointly reviewed and updated by key staff with the assistance of subject matter experts, each April. The Accountable Executive will approve any changes, then forward on to the City Council for approval.

In addition to the annual review and update process, the Roseville Transit Agency Safety Plan is also reviewed or updated on an ad-hoc basis when there is a determination made that the approaches in this plan are ineffective in mitigating safety deficiencies, there are significant changes to service delivery, there are new processes or procedures implemented that impact safety, there is a substantial change in financial resources available to the City of Roseville, and/or there is a significant change in the City's organizational structure.

The Roseville Transit Agency Safety Plan is a living document that is updated annually and incorporates by reference the following City policies and procedures:

- City of Roseville Injury and Illness Prevention Program (Attachment #3)
- [Chapter 3.16](#) of the Roseville Municipal Code

The City of Roseville's contracted transit operator, MV Transportation, Inc. (MV), has established safety policies and procedures, identified in its Safety Policy Manual (Attachment #4).

3. Safety Performance Targets

The City of Roseville has developed Safety Performance Targets consistent with performance measures established by FTA in the National Public Transportation Safety Plan. In the most recent version, the 2017 NSP3, FTA adopted four initial Safety Performance Measures: (1) Fatalities, (2) Injuries, (3) Safety Events, and (4) System Reliability. These targets were developed based data specific to Roseville, the region, and the state of California.

The Roseville Short Range Transit Plan 2018-2025 (SRTP) identifies safety performance goals, objectives and standards related to Safety Performance Targets. The SRTP identifies the following standards under the goal to provide safe, reliable, and high quality transportation:

- passenger injuries = <1 per 100K boardings (~ 250,000 Vehicle Revenue Miles (VRM))
- all accidents = < 1per 25K miles
- reliable transit service = >10,000 miles per road call

Per the California State Highway Safety Report (2018) the State target is 0.995 traffic fatalities per 100M vehicle miles traveled.

This information was used to develop the Safety Performance Targets below.

Safety Performance Targets for all Roseville Transit modes						
Fatalities		Injuries		Safety Events		System Reliability
Total	Rate	Total	Rate	Total	Rate	
0	<1 per 100,000,000 VRM	0	< 1 per 250,000 VRM	0	< 1 per 25,000 VRM	>10,000 miles between major mechanical failures
Fatalities & Injures: transit customers, transit employees, and any public involved in related safety events. Safety Events: Collisions (vehicle-to-vehicle, vehicle-to-person, vehicle-to-object), Fires, and Evacuations for life safety reasons. Major Mechanical System Failures: Major mechanical system failures prevent a vehicle from completing or starting a scheduled revenue trip because actual movement is limited or because of safety concerns. Examples of major bus failures include breakdowns of brakes, doors, engine cooling systems, steering, axles, and suspension.						

The contracted transit operator provides monthly Incident Report Logs and Daily Breakdown Logs to the City of Roseville Alternative Transportation Division. This information is available on an internal shared drive and the Alternative Transportation Division reviews this data and reports safety performance measures to the National Transit Database (NTD) as required. The current safety measures reported to NTD include number of fatalities, injuries and safety events for all Roseville modes.

Safety Performance Target Coordination

MPO Coordination: The Sacramento Area Council of Governments (SACOG), the City's MPO, receives and reviews the City of Roseville's Transit Asset Management (TAM) Plan annually, which includes performance targets related to safety. The TAM Plan must also be approved and adopted by the City of Roseville. The City's Alternative Transportation Manager attends bimonthly SACOG meetings where SACOG staff are updated regarding safety performance targets on an as-needed basis.

State DOT Coordination: The California DOT conducts regular audits of the City of Roseville related to public transportation safety. These include: Motor Carrier Unit of the California Highway Patrol (CHP) annual Safety Compliance Report (CHP-343), and State of California Department of Motor Vehicles "Driver Pull Notice Program".

Targets Transmitted to the State	State Entity Name	Date Targets Transmitted
	CA DOT	4/27/21 <i>Targets will be shared with the State Annually/Upon Request.</i>
Targets Transmitted to the Metropolitan Planning Organization	Metropolitan Planning Organization Name	Date Targets Transmitted
	SACOG	4/27/21 <i>Targets will be shared with the MPO Annually/Upon Request.</i>

4. Safety Management Policy

Safety Management Policy Statement

The City of Roseville is committed to public transportation safety. We will continue to implement, develop, and improve strategies, management systems, and processes to ensure that all our public transportation activities uphold the highest level of safety performance and meet required safety standards.

We will develop and embed a safety culture in all our activities that recognizes the importance and value of effective safety management and acknowledges at all times that safety is paramount.

We will clearly explain for all staff their accountabilities and responsibilities for the development and operation of the Safety Management System (SMS).

For passengers and employees, we will minimize the safety risk associated with transit service to as low as reasonably practicable and we will work to comply with all legislative and regulatory requirements and standards. We also will work to ensure that all employees are provided with adequate and appropriate safety information and training, are competent in safety matters, and are only allocated tasks commensurate with their skills.

We have established safety performance targets to help us measure the overall effectiveness of our processes and ensure we meet our safety objectives. We will keep employees informed about safety performance goals and objectives to ensure continuous safety improvement.

Safety Management Policy Communication

During the initial implementation of the Roseville Transit Agency Safety Plan, the Safety Management Policy will be communicated to all transit-involved employees, including contract staff, to explain the agency's safety culture and describe how the SMS works under the plan.

The City's Injury and Illness Prevention Program and safety culture is communicated upon hire, and is assigned and tracked through RoseU, the City's online training platform.

The Chief Safety Officer, or designee, is the resource person for providing a transit agency-wide perspective on the City's approach to safety management policy communication. The extent of the safety training needs will depend on the safety responsibilities of the individual staff members and the nature of tasks performed.

Authorities, Accountabilities, and Responsibilities	
Accountable Executive	<u>City Manager</u> - As established under RMC Sec. 2.10, the City manager shall supervise the administrative affairs of the City. The City manager shall be charged with the preservation of the public peace and health, the safety of persons and properties, the enforcement of law, and the development and utilization of the City's resources. The City manager shall keep the council informed of the condition and needs of the City and shall make such reports and recommendations as the City manager may deem desirable and perform such other duties as may be prescribed by the City charter or required by ordinance or resolution of the council not inconsistent with the charter. The City Manager serves as the Accountable Executive, meeting the requirements of 49 C.F.R. §673.5 and §673.23(d)(1). This individual: • has the responsibility for carrying out the Roseville Transit Agency Safety Plan (ASP) and Transit Asset Management (TAM) Plan; • has control or direction over the human and capital resources needed to develop and maintain both the Roseville Transit ASP, in accordance with 49 U.S.C. 5329(d), and the Roseville's TAM Plan in accordance with 49 U.S.C. 5326; and • is accountable for ensuring that the Roseville Transit Safety Management System (SMS) is effectively implemented, and action is taken, as necessary, to address substandard performance in Roseville Transit's SMS. The City Manager may delegate specific responsibilities, but the ultimate accountability for the City of Roseville's transit safety performance cannot be delegated and always rests with the City Manager.
Chief Safety Officer	The City Manager serves as the Chief Safety Officer, meeting the requirements of 49 C.F.R. §673.5 and §673.23(d)(2). This individual has the authority and responsibility for day-to-day implementation and operation of Roseville Transit's SMS. The City Manager may designate responsibilities of this role to key staff that hold a direct line of reporting to the Accountable Executive.
Agency Leadership and Executive Management	<u>City Council</u> - The City of Roseville is a Council-Manager form of government in which responsibilities are vested in the City Council and the City Manager. In this form of government, the City Council's role is that of a legislative policy-making body which determines not only the local laws that regulate community life, but also determines public policy and gives direction to the City Manager. <u>Transportation Commission</u> – This eight-member commission is established by the City Council to study various issues that affect Roseville residents. The Transportation Commission reviews and makes recommendations to the City Council related to the community's

	transportation needs. The Transportation Commission also reviews Roseville Transit's performance measures.
Key Staff	<u>City Attorney</u> - plans, organizes, directs and reviews the activities and operations of the City Attorney's Office including civil and criminal matters; to coordinate assigned activities with other departments and outside agencies; and to provide highly responsible and complex legal support to the City Council, boards and commissions, the City Manager and City department heads. <u>Human Resources Director</u> - plans, organizes, and directs the City's Human Resources Department services in the areas of recruitment and selection, classification and compensation, employee and labor relations including collective bargaining, organizational and employee development, policy development and administration, benefits, legal compliance, and risk management; provides expert professional assistance to City Executives and departmental management in areas of responsibility; and coordinates assigned activities with other departments, outside agencies, and the community. The Human Resources Director is designated as the Program Administrator of the City's Injury and Illness Prevention Program (IIPP). <u>Public Works Director</u> - plans, organizes, directs and reviews the activities and operations of the Public Works Department including the City's Engineering Division, Street Maintenance Division, Fleet Services Division Facilities Services Division, and Alternative Transportation Division; coordinates assigned activities with other departments and outside agencies; and provides highly responsible and complex administrative support to the Assistant City Manager. <u>Alternative Transportation Manager</u> - plans, organizes, directs and coordinates the public transportation activities of the Alternative Transportation Division with the Public Works Department. <u>Alternative Transportation Analyst</u> - provides highly responsible administrative and technical duties for development, administration, and implementation of transit-related programs. <u>Fleet Manager</u> - plans, organizes, directs and coordinates the activities of the Fleet Services Division within the Public Works Department and coordinates fleet maintenance activities with other divisions and departments. <u>Risk Manager</u> - plans, organizes, directs and coordinates the activities of the Risk Management Division within the Human Resources Department including safety, liability, property, workers' compensation and unemployment programs.

	<u>Public Information Officer</u> - plans, organizes, coordinates and implements City-wide communications program operations within the Public Affairs & Communications Department; serves in Emergency Operations Center public information section in the event of emergency in Roseville; directs communication content with print, electronic, video, and news media. <u>Transit Operator - General Manager (Contractor)</u> - provides overall management and supervision of transit operations under the terms of the transit operator contract. <u>Transit Operator - Safety & Training Manager (Contractor)</u> - ensures agency safety compliance and regulations are met on behalf of the contracted transit operator. <u>Occupational Health and Safety (OHS) Committee</u> - a working group of management employees that recommend policy direction, provide oversight on the implementation of established procedures and identify safety related resources within individual departments to be used throughout the organization.
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Employee Safety Reporting Program

Per City's Injury and Illness Prevention Program (IIPP), employees are encouraged to promptly report any and all hazards and/or safety issues to management in order to assure that hazards and safety issues are addressed and corrected in a timely manner. It is the intent of the City to encourage and solicit employee input and participation in the Safety Program by identifying hazards and safety issues without fear of reprisal. However, should employees wish to remain anonymous, the City has provided mechanisms by which employees can report hazards or safety issues without identifying themselves.

Confidential hazard reporting can be accomplished through written reports. Anonymous reporting can be mailed to the Chief Safety Officer, or designee, via internal mail or regular mail.

The City's Anti-Reprisal Policy, per the Injury and Illness Prevention Program, states that employees shall not be discharged or discriminated against in any manner for reporting of health and safety hazards to the City of Roseville or to appropriate governmental agencies. Managers and supervisors shall inform employees of this policy and encourage reporting of workplace hazards to management.

Roseville Municipal Code [Chapter 3.16](#) outlines the City's personnel discipline policy and describes employee behaviors that may result in disciplinary action.

The City's contracted transit operator provides policies and procedures for employee safety reporting in its employee handbook. Employees are encouraged to promptly report safety concerns to appropriate management, who then are responsible to communicate the concerns to the Chief Safety Officer, or designee.

Key city management and transit operator management communicate safety concerns on a continued basis, which include bi-monthly transit coordination meetings and vehicle coordination meetings.

5. Safety Risk Management

Safety Risk Management Process

Safety Hazard Identification

FTA defines a hazard in 49 C.F.R. § 673.5 as “any real or potential condition that can cause injury, illness, or death; damage to or loss of the facilities, equipment, rolling stock, or infrastructure of a public transportation system; or damage to the environment.” Employing this terminology for this PTASP, the City of Roseville uses both external and internal sources to identify safety hazards.

External Sources

State: External sources from the State of California include CHP reports and DMV driver pull reports. These reports are reviewed by the Chief Safety Officer, or designee, and oversight agencies.

FTA: Key Staff review safety guidance published by the FTA such as general directives, safety advisories, and safety bulletins and make recommendations to the Chief Safety Officer or designee, Accountable Executive and Agency Leadership as necessary.

Other: Other external hazard identification sources include reports from the public, regional alerts, and information from the industry and oversight authorities.

Internal Sources

The City of Roseville uses the following internal safety hazard identification methods:

- Employee Safety Reporting
- Safety Coordination Meetings
- The City of Roseville Website & City Alerts (Traffic, Transit, Roadway, Weather, Flood, Special Events, etc.)
- Individual Vehicle Records & Inspection Reports
- Road Operation Reports – Spot Checks and Ride Checks
- Facility Inspection Records
- On-board Radio Communication System
- On-board Video System
- Real-time and Historical Operational Performance Monitoring
- Dispatch/Breakdown Logs
- Equipment Inspection Records
- Drug and Alcohol Testing Procedures
- Training Records

- Intelligent Transportation System Monitoring (Street cameras)
- Investigation Reports

Hazards shall be prioritized and corrected when observed or discovered. Hazards that cannot be corrected with the resources available to managers or supervisors shall be reported to the Chief Safety Officer, or designee, and may be recorded in a Hazard Log.

Any identified hazard that poses an immediate risk to transit operations, the health and safety of employees or the public, or equipment must immediately be brought to the attention of the Chief Safety Officer, or designee, and placed through the Safety Risk Management process for safety risk assessment and mitigation. Otherwise, hazards that do not pose an immediate safety risk will be evaluated through the Safety Risk Management process.

The Chief Safety Officer, or designee, will investigate hazards per the procedures outlined in the City's Injury and Illness Prevention Program (IIPP).

Safety Risk Assessment

Once hazards have been identified, the Chief Safety Officer, or designee, will conduct an assessment to determine potential consequences and risk level. Factors to be considered are the likelihood of occurrence, the severity of the consequences should there be an occurrence, and the level of exposure to the hazard. The Chief Safety Officer, or designee, will assess risks subjectively by experienced personnel using a Safety Risk Assessment Matrix.

The following hazard severity levels apply:

- Catastrophic (1) - Could Result in one or more of the following: death, permanent total disability, irreversible significant environmental impact, or monetary loss equal to or exceeding \$10M.
- Critical (2) - Could result in one or more of the following: permanent partial disability, injuries or occupational illness that may result in hospitalization of at least three personnel, reversible significant environmental impact, or monetary loss equal to or exceeding \$1M but less than \$10M.
- Marginal (3) - Could result in one or more of the following: injuries or occupational illness resulting in one or more lost work day(s), reversible moderate environmental impact, or monetary loss equal to or exceeding \$100k but less than \$1M.
- Negligible (4) - Could result in one or more of the following: injuries or occupational illness not resulting in lost work day, minimum environmental impact. Or monetary loss less than \$100k.

Safety Risk probability and Safety Risk severity are combined into the Safety Risk Assessment Matrix to help prioritize safety risks according to the following Safety Risk Assessment Matrix table.

Safety Risk Assessment Matrix				
Likelihood/ Severity	Catastrophic (1)	Critical (2)	Marginal (3)	Negligible (4)
Frequent (A)	HIGH	HIGH	HIGH	MEDIUM
Probable (B)	HIGH	HIGH	MEDIUM	MEDIUM

Occasional (C)	HIGH	MEDIUM	MEDIUM	LOW
Remote (D)	MEDIUM	MEDIUM	LOW	LOW
Improbable (E)	LOW	LOW	LOW	LOW

Safety Risk Index	Criteria by Index
HIGH	<u>Unacceptable – Action Required:</u> Safety risk must be mitigated or eliminated.
MEDIUM	<u>Undesirable – Management Decision:</u> Executive management must decide whether to accept safety risk with monitoring or require additional action.
LOW	<u>Acceptable with Review:</u> Safety risk is acceptable pending management review.

Safety Risk Mitigation

The City of Roseville will use the results of safety risk assessments to help prioritize safety risks. Results of the risk assessment process will help determine whether the risk is being appropriately managed or controlled. If the risks are acceptable, the hazard will simply need monitoring. If the risks are unacceptable, steps will be taken to lower the risk to an acceptable or tolerable level, or to remove or avoid the hazard. The level of risk can be lowered by reducing the severity of the potential consequences, by reducing the likelihood of occurrence and/or by reducing the exposure to that risk.

Key strategies to minimize the types of risks that potentially exist include:

- Development and deployment of policies and procedures that address known hazards and risks,
- Discussion of other actions, strategies and procedures that might help safeguard against unknown/unforeseen risks,
- Training of drivers and other agency staff on all safety policies and procedures,
- Training of drivers and other agency staff on methodologies for handling emergencies, and
- Training of drivers and staff on proper and effective use of emergency equipment and communication technologies and protocol.

6. Safety Assurance

Safety Performance Monitoring and Measurement

As part of the Safety Assurance Process, the City of Roseville:

- **Monitors Safety Management System Compliance through:**
 - o Safety audits,
 - o Informal inspections,
 - o Regular review of on-board camera footage to assess drivers and specific incidents,
 - o Employee safety reporting program,
 - o Employee accountability processes,
 - o Investigation of safety occurrences,
 - o Safety review prior to the launch or modification of any facet of service,
 - o Daily data gathering and monitoring of data relating to the delivery of service,
 - o Regular vehicle inspections and preventative maintenance, and
 - o Continuous feedback between leadership at all levels of the agency.
- **Develops Effective Safety Risk Mitigations by:**
 - o Monitoring safety risk mitigations to determine if they have been implemented and are effective, appropriate, and working as intended;
 - o Establishing mechanisms for monitoring safety risk mitigations as part of the mitigation implementation process and assigns monitoring activities to the appropriate director, manager, or supervisor;
 - o Reviews the performance of safety risk mitigations during bimonthly safety coordination meetings and determines if specific safety risk mitigation is not implemented or performing as intended;
 - o Implementing actions to modify mitigations not performing as intended;
 - o Monitoring transit operations on a large scale to identify mitigations that may be ineffective or not implemented as intended by:
 - Reviewing results from accident, incident, and occurrence investigations,
 - Monitoring employee safety reporting,
 - Reviewing results of internal safety audits and inspections, and
 - Analyzing operational and safety data to identify emerging safety concerns.
- **Conducts investigations of safety events to identify causal factors by:**
 - o Maintaining documented policies and procedures for conducting safety investigations for events (accidents, incidents, and occurrences, as identified by FTA) ;
 - o Reviewing existing mitigation measures in place at the time of an event per investigation policies;
 - o Maintaining documentation of results of investigations, including determination of whether:
 - The accident was preventable or non-preventable,
 - Personnel requiring discipline or retraining;
 - Casual factors indicate that a safety hazard contributed or was present; and
 - The safety event was appeared to involve an underlying organization casual factor beyond individual employee behavior.

- **Monitors Information Reported through Internal Safety Reporting Programs.**

- o Key Staff routinely review safety data captured in employee safety reports, safety meeting minutes, customer complaints, and other safety communication channels. When necessary, the Chief Safety Officer, or designee, ensure that the issues and concerns are investigated or analyzed through the safety risk assessment process.
- o Key staff also review the results of internal and external reviews, including audits and assessments, with findings affecting safety performance, compliance with operations and maintenance procedures, or the effectiveness of safety risk mitigations. Key staff and the Chief Safety Officer, or designee, discuss relevant safety issues and concerns with the Accountable Executive and executive management and documents the results of these reviews in the Hazard Log.

In the event of a fatality, the City of Roseville complies with all FTA drug and alcohol requirements.

In California, every driver involved in an accident that results in death, injury, or property damage over \$1000, effective January 1, 2017, must report the accident on a Report of Traffic Accident Occurring in California (SR 1) form to DMV. The report forms are available at www.dmv.ca.gov, by calling 1-800-777-0133, and at CHP and DMV offices. Also, under California Vehicle Code §16002(b) the driver of a vehicle that is owned or operated by a publicly owned or operated transit system, or that is operated under contract with a publicly owned or operated transit system, and that is used to provide regularly scheduled transportation to the general public or for other official business of the system shall, within 10 days of the occurrence of the accident, report to the transit system any accident of a type otherwise required to be reported pursuant to subdivision (a) of Section 16000. MV requires driver notification to MV Dispatch immediately in the event of an accident and maintains records of any report filed pursuant to this paragraph. The MV General Manager notifies the City of Roseville immediately, or within 24 hours, based on the severity of the event.

Management of Change

The City of Roseville is a Small Public Transportation Provider and, therefore, is not required to have a management of change process.

Continuous Improvement

The City of Roseville is a Small Public Transportation Provider and, therefore, is not required to have a continuous improvement process.

7. Safety Promotion

Competencies and Training

The Chief Safety Officer, or designee, ensures that all employees receive the training provided to understand their specific roles and responsibilities for the implementation of the Safety Management System (SMS).

All employees are required to acquire the competencies and knowledge for the consistent application of their skills as they relate to safety performance objectives. The City of Roseville dedicates resources to conduct effective safety-related skill training. The scope of the safety training is appropriate to each employee's individual safety-related job responsibilities and their role in SMS. The City's Injury and Illness Prevention Program (IIPP) describes the City's Safety Training Program for City Employees. The City may have additional training requirements for contractors, which are described in any agreements between the City and the contractor. This includes training as described in the contract between the City of Roseville and the transit operator and identified in the transit operator's Safety Policy Manual. The contracted transit operator provides ongoing training, retraining, and safety education for all safety sensitive positions, including but not limited to vehicle operators, dispatchers, and supervisory personnel, which conform to regulation agency requirements, e.g., Federal and State Departments of Transportation, California Highway Patrol and other applicable agencies.

Vehicle maintenance safety-related skill training includes the following:

- Ongoing skill training
- Hazardous material spill prevention & control
- Training provided by vendors
- Heat illness prevention
- Back injury prevention
- Equipment safety training, including but not limited to:
 - o Forklift
 - o Aerial
 - o Crane
- Traffic control & flagging
- Welding safety
- Fire extinguisher
- Injury & Illness prevention
- Bloodborne pathogen exposure control
- Outdoor smoke protection plan
- Drug & alcohol recognition
- Fall protection
- CPR/AED & first aid
- Hearing conservation

The operations skill training for safety-sensitive positions, provided by the contracted transit operator, includes the following:

- New-hire bus vehicle operator classroom and hands-on skill training, including but not limited to:
 - o Hazard communication,
 - o Drug and alcohol policies and procedures,
 - o Pre-trip and post trip inspections,
 - o Lift operations and securement systems,
 - o Onboard video systems,
 - o Defensive driving and road safety,
 - o Vehicle operations,
 - o Accident and emergency procedures,
 - o Fatigue management,
 - o Bloodborne pathogens,
 - o Road safety, and
 - o Americans with Disabilities Act
- Driver refresher training, under the following conditions:
 - o Return To Work (from inactive status) – Required when a driver/operator returns from “inactive” status (from a period of 30 days or more). In these cases, the driver must receive a one-day/8 hours “general purpose” refresher training designed to remind the driver of the general standards and defensive driving guidelines and to ensure his/her proficiency.
 - o Post Accident / For cause – Required after every “preventable” accident, or whenever mandated by management for retraining / corrective purposes.
 - o Seasonal – Required annually at all divisions operating in seasonal adverse weather environments (i.e.: Winter driving, onset of adverse weather, etc.).
 - o Biannually – At a minimum of every two years, each driver/operator shall receive a “general purpose” refresher training.
- Ongoing training for drug & policy procedures for safety sensitive positions.
- Ongoing training for dispatchers, operations supervisors and managers.
- Other safety-related training, including:
 - o System, security & emergency preparedness plan,
 - o Heat illness prevention plan,
 - o Injury prevention program, and
 - o Hazardous materials safety data sheets.

Safety Communication

The primary goal of safety promotion at the City of Roseville is to develop a positive safety culture that allows the SMS to succeed. A positive safety culture of the City of Roseville is one which is clearly communicated throughout the organization. This approach will foster informed employees that understand safety risks and are provided with the necessary knowledge, training, and resources that allow them to work continuously to identify risks and enhance safety.

The City of Roseville uses communication tools tailored to meet the needs of the public, employees, and contractors. Some of the tools the City of Roseville uses to communicate safety messages include:

- Email
- Bulletin board postings
- Posters

- Public service announcements
- Staff meetings
- Public meetings
- Social media posts
- City of Roseville website
- Internal employee website (HUB)
- Newsletters

Roseville Transit's Public Participation Plan of the City of Roseville Title VI Program provides further guidance for public involvement associated with specified FTA funded activities. Additional information on employee safety communication is included in the IIPP.

The contracted transit operator may use the tools listed above or use other tools tailored specifically to meet the needs of the contracted transit employees to communicate safety messages.

8. Additional Information

The City of Roseville maintains documentation related to the implementation of its SMS; the programs, policies, and procedures used to carry out this ASP; and the results from its SMS processes and activities for three years after creation. They will be available to the FTA or other Federal or oversight entity upon request.

9. Definitions

Accident means an Event that involves any of the following: a loss of life; a report of a serious injury to a person; a collision of public transportation vehicles; and an evacuation for life safety reasons.

Accountable Executive means a single, identifiable person who has ultimate responsibility for carrying out the PTASP; responsibility for carrying out the agency's Transit Asset Management (TAM) Plan; and control or direction over the human and capital resources needed to develop and maintain both the agency's PTASP, in accordance with **49 U.S.C. 5329(d)**, and the City's TAM Plan in accordance with **49 U.S.C. 5326**.

Chief Safety Officer means an individual who has responsibility for safety and meets the requirements specified at 49 C.F.R. §673.5 and §673.23(d)(2).

Event means any Accident, Incident, or Occurrence.

FTA means the Federal Transit Administration, an operating administration within the United States Department of Transportation.

Hazard means any real or potential condition that can cause injury, illness, or death; damage to or loss of the facilities, equipment, rolling stock, or infrastructure of a public transportation system; or damage to the environment.

Incident means an event that involves any of the following: a personal injury that is not a serious injury; one or more injuries requiring medical transport; or damage to facilities, equipment, rolling stock, or infrastructure that disrupts the operations of Roseville Transit.

Investigation means the process of determining the causal and contributing factors of an accident, incident, or hazard, for the purpose of preventing recurrence and mitigating risk.

National Public Transportation Safety Plan means the plan to improve the safety of all public transportation systems that receive Federal financial assistance under **49 U.S.C. Chapter 53**.

National Transit Database: means Nation's source for information and statistics on the transit systems of the United States.

Occurrence means an Event without any personal injury in which any damage to facilities, equipment, rolling stock, or infrastructure does not disrupt the operations of Roseville Transit.

Performance Measure means an expression based on a quantifiable indicator of performance or condition that is used to establish targets and to assess progress toward meeting the established targets.

Performance Target means a quantifiable level of performance or condition, expressed as a value for the measure, to be achieved within a time period required by the Federal Transit Administration (FTA).

Public Transportation Agency Safety Plan means the documented comprehensive agency safety plan for a transit agency that is required by **49 U.S.C. 5329**.

Risk means the composite of predicted severity and likelihood of the potential effect of a hazard.

Risk Mitigation means a method or methods to eliminate or reduce the effects of hazards.

Roseville Transit Agency Safety Plan means the City of Roseville's Public Transportation Agency Safety Plan.

Safety Assurance means processes within the City's Safety Management System that functions to ensure the implementation and effectiveness of safety risk mitigation, and to ensure that the City meets or exceeds its safety objectives through the collection, analysis, and assessment of information.

Safety Management Policy means the City's documented commitment to safety, which defines the City's safety objectives and the accountabilities and responsibilities of its employees in regard to public transportation safety.

Safety Management System (SMS) means the formal, top-down, organization-wide approach to managing safety risk and assuring the effectiveness of the City's public transportation safety risk mitigation. SMS includes systematic procedures, practices, and policies for managing risks and hazards.

Safety Performance Target means a Performance Target related to safety management activities.

Safety Promotion means a combination of training and communication of safety information to support SMS as applied to the transit agency's public transportation system.

Safety Risk Assessment means the formal activity whereby the City determines Safety Risk Management priorities by establishing the significance or value of its public transportation safety risks.

Safety Risk Management means a process within the City's Public Transportation Agency Safety Plan for identifying hazards and analyzing, assessing, and mitigating safety risk.

Serious Injury means any injury which:

- Requires hospitalization for more than 48 hours, commencing within 7 days from the date of the injury was received;
- Results in a fracture of any bone (except simple fractures of fingers, toes, or noses);
- Causes severe hemorrhages, nerve, muscle, or tendon damage;
- Involves any internal organ; or
- Involves second- or third-degree burns, or any burns affecting more than 5 percent of the body surface.

Small Public Transportation Provider means a recipient or subrecipient of Federal financial assistance under **49 U.S.C. 5307** that has one hundred (100) or fewer vehicles in peak revenue service and does not operate a rail fixed guideway public transportation system.

State Safety Oversight Agency means an agency established by a State that meets the requirements and performs the functions specified by **49 U.S.C. 5329(e)** and the regulations set forth in **49 CFR part 674**.

Transit Asset Management Plan means the strategic and systematic practice of procuring, operating, inspecting, maintaining, rehabilitating, and replacing transit capital assets to manage their performance, risks, and costs over their life cycles, for the purpose of providing safe, cost-effective, and reliable public transportation, as required by **49 U.S.C. 5326** and **49 CFR part 625**.

Vehicle Revenue Miles means the hours that vehicles are scheduled to or actually travel while in revenue service. Vehicle revenue hours include: Layover / recovery time. Vehicle revenue hours exclude: Deadhead; Operator training; Vehicle maintenance testing; and School bus and charter services.

10. Attachments

1. City Council Approval
2. Certification of Compliance
3. City of Roseville Injury and Illness Prevention Program
4. MV Safety Policy Manual

RESOLUTION NO. 20-332

APPROVING THE ROSEVILLE TRANSIT AGENCY SAFETY PLAN, AND
AUTHORIZING THE CITY MANAGER TO EXECUTE IT
ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, Moving Ahead for Progress in the 21st Century (MAP-21), the federal transportation funding bill approved in 2012, requires recipients from 49 Federal Transit Administration (FTA) funding program to develop and implement a Public Transportation Agency Safety Plan; and

WHEREAS, with assistance from the FTA Technical Advisory Committee, Sacramento Area Council of Governments, and Caltrans, staff drafted the Roseville Transit Agency Safety Plan in according with federal guidelines; and

WHEREAS, the Roseville Transit Agency Safety Plan has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said Roseville Transit Agency Safety Plan is hereby approved and that the City Manager, as Accountable Executive for the City of Roseville, is authorized to execute it on behalf of the City of Roseville.

PASSED AND ADOPTED by the Council of the City of Roseville this 19th day of August, 2020, by the following vote on roll call:

AYES COUNCILMEMBERS: Bernasconi, Alvord, Roccucci, Houdesheldt, Allard

NOES COUNCILMEMBERS: None

ABSENT COUNCILMEMBERS: None



MAYOR

ATTEST:



City Clerk

Records / TrAMS | Recipient Organizations

ROSEVILLE, CITY OF | Roseville | 5728

[Summary](#) [Applications/Awards](#) [TrAMS Users](#) [Locations](#) [Designated Recipient](#) [News](#) [Related Actions](#)

Certifications & Assurances | FY 2021 C&A Affirmations

Recipient Details

Recipient ID

5728

Recipient Name

ROSEVILLE, CITY OF

Certification and Assurance Information

Fiscal Year 2021

Assigned Date 1/15/2021

Due Date 4/15/2021

Original Certification Date 4/22/2021

Latest Certification Date 4/22/2021

Published Certifications and Assurances

FTA CERTIFICATIONS AND ASSURANCES

Public Transportation Agency Safety Plan (PTASP)

On or before December 31, 2020, applicants and recipients of Section 5307 grants and rail transit agencies that are subject to the State Safety Oversight Program must certify to Category 2: Public Transportation Agency Safety Plans. Due to the Coronavirus Disease 2019 (COVID-19) public health emergency, FTA has issued a Notice of Enforcement Discretion stating that FTA will refrain from taking enforcement action related to the PTASP regulation until January 1, 2021. While applicants and recipients are encouraged to certify by the original deadline of July 20, 2020, to the extent practical, those who do not certify compliance until December 31, 2020, remain eligible for Chapter 53 grant funds.

[List of All Applicable Agencies](#)[PTASP Technical Assistance Center](#)

Certifications and Assurances

Certification History

Certification Date: 4/22/2021 | Official: Michael Dour | Attorney: Ed Scofield

Category	Title	Certified
01	Certifications and Assurances Required of Every Applicant	✓
02	Public Transportation Agency Safety Plans	✓



City of Roseville

Injury and Illness Prevention Program

311 Vernon Street
Roseville, California 95678
www.roseville.ca.us



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INJURY AND ILLNESS PREVENTION PROGRAM

MANAGEMENT APPROVAL

Adoption: The Injury and Illness Prevention Program (IIPP) is hereby approved and supersedes any previously adopted IIPP.


Ray Kerridge, City Manager

4-26-11
Date

INTRODUCTION

The City of Roseville makes all reasonable efforts to:

- Protect the health and safety of employees and the public;
- Provide safe workplaces and working conditions;
- Provide information to employees about health and safety hazards;
- Identify and correct health and safety hazards and encourage employees to report hazards to management;
- Provide information and safeguards to employees regarding hazards arising from City operations.

Per California Code of Regulations, Title 8, CCR 3203, the City of Roseville has adopted an Injury and Illness Prevention Program (IIPP) which describes specific requirements for program responsibility, compliance, communication, hazard assessment, accident/exposure investigation, hazard correction, training, and record keeping.

It is the policy of the City to provide for the continuous development, implementation and maintenance of a safety program that will enhance a safe and healthy work environment for all employees.

DEFINITIONS

Occupational Health and Safety Program

The Occupational Health and Safety Program consists of the IIPP and all support programs, policies, procedures, regulations and practices that serve to promote the safety efforts of the City. Safety Program elements may include, but are not limited to, occupational safety, facility safety, public safety, environmental health and safety, emergency preparedness, health and wellness promotion, liaison activities with Cal/OSHA and other regulatory agencies, and information services.

Positions/Titles

Program Administrator – The classification of Human Resources Director shall serve as the Program Administrator for the City's Safety Program. The Program Administrator reports directly to the Assistant City Manager.

Safety Officer – A management level classification within the Human Resources Department, as designated by the Human Resources Director, shall serve as the Safety Officer for the City's Safety Program. The Safety Officer reports directly to the Program Administrator.

Department Heads – All classifications charged with the lead management role for the major departments within the City organizational structure.

Managers – Second and third line management classifications within each major City department charged with the oversight of divisions and/or specific work groups within the department, such as Assistant Department Heads, Division Heads and Superintendent level classifications.

Supervisors – All classifications charged with the supervision of City employees.

Safety Representatives – Members of a department specific Safety Committee

Occupational Health and Safety Committee – Members of the citywide Occupational Health and Safety Committee who report to the Department Head Team.

NOTE: Due to the variety of job classifications within the City, some classifications and some working titles may not be designated as "supervisory" but are still the responsible "person-in-charge". These individuals are still responsible for carrying out all elements of the IIPP, because they are charged with the overall responsibility for a project, which includes enforcing safety and health programs, policies, procedures, regulations and work practices, and protecting employees, visitors, and the public from harm in connection with City operations.

Terminology

Shall – Denotes a requirement.

Should – Denotes a recommendation.

May – Denotes a permission; neither a requirement nor a recommendation.

Will - Denotes that something is required or mandatory, but allows the responsible employee or party some discretion as to when, where and how.

ROLES AND RESPONSIBILITIES

City Manager

Responsibility for health and safety rests with the City Manager. The City Manager is responsible for integrating safety into the culture of the City and providing program direction to ensure a safe, healthy, and secure work environment for employees and the public including persons with disabilities. This includes ensuring that the work environment is free from violence, threats, harassment, and intimidation for its employees, officers, agents and volunteers and that the public is protected from harm in connection with City operations.

Program Administrator and Safety Officer

The Program Administrator is:

Title: Human Resources Director
Address: 311 Vernon Street, Roseville, CA 95678
Telephone: (916) 774-5475 or 774-5202

The Program Administrator shall provide oversight and guidance in the implementation of the IIPP and shall ensure the integration of safety into the culture of the City. To assist in those efforts the Program Administrator shall designate a staff person to serve as the Safety Officer for the City.

It is important to note that it is *not* the Program Administrator's responsibility to manage the Safety Program. Responsibility for the implementation, administration, and management of the Safety Program rests with department heads, managers and supervisors. The Program Administrator and Safety Officer shall coordinate, oversee, support and assist department heads, managers and supervisors in all Safety Program efforts.

Department Heads

The role of department heads is critical to the success of the City's safety efforts and the integration of safety accountability into the culture of the City. Department heads must ensure the performance and compliance of all safety related programs, policies, regulations and practices by managers, supervisors and employees within their respective departments.

Managers and Supervisors

The role managers and supervisors play in the Safety Program is crucial to achieving the goal of a safe, healthy and secure work environment for employees and the public. Managers and supervisors must understand, and demonstrate by example, knowledge of all safety related programs, policies, procedures, regulations and work practices that pertain to their area(s) of supervision. They must ensure that all employees within their work groups are trained in and actively utilizing all safety related protocols in their daily work activities. In addition, managers and supervisors are tasked with cultivating an environment that supports all safety efforts and encourages employees to actively participate in Safety Program efforts by reporting unsafe work conditions without the fear of reprisal.

Employees

Ultimate responsibility for safety rests with the employees. The City has an obligation to provide training to employees in all areas of performance and safety and employees have a responsibility to observe the highest possible standards of safety in the performance of service and execution of all assigned duties.

Refer to Appendix "A" (Safety Program Roles and Responsibilities) for a detailed list of duties and responsibilities as they relate to the Safety Program.

Safety Representatives

Safety Representatives shall:

1. Attend and take an active role in Occupational Health and Safety Committee meetings and activities;
2. Periodically evaluate and forward to the Safety Officer recommendations on safety and training needs;
3. Participate as necessary in safety inspections, workshops or other training;
4. Observe and recommend corrective action(s) as appropriate of any departmental working condition(s) or practice(s) which may be deemed unsafe or unhealthy;
5. Consult with the Safety Officer on departmental safety matters requiring research and/or technical advice.

The Occupational Health and Safety Committee

The Occupational Health and Safety Committee shall:

1. Meet regularly, but not less than quarterly;
2. Maintain and make available written records of safety and health issues discussed at committee meetings. These records shall be maintained for a minimum of one (1) year;
3. Support the safety inspection program;
4. Participate in the development and implementation of safety training programs, as needed;
5. Review, evaluate and make recommendations as appropriate on reports submitted by the Safety Officer and/or other safety consultants;
6. Make recommendations to the Safety Officer and/or department heads on the committee's findings concerning safety hazards, practices, or other safety-related matters.

Refer to Appendix "B" (Administrative Regulation 2.04, "Occupational Health and Safety Committee By-Laws") for a description of the Committee's role in the Safety Program.

ANTI-REPRISAL POLICY

Employees shall not be discharged or discriminated against in any manner for reporting of health and safety hazards to the City of Roseville or to appropriate governmental agencies. Managers and supervisors shall inform employees of this policy and encourage reporting of workplace hazards to management.

VIOLENCE IN THE WORKPLACE

The City is concerned about the safety and security of its employees, officers, agents, volunteers and citizens of the community. The City has adopted a Zero Tolerance Policy for workplace violence because it recognizes that workplace violence is a growing problem nationally that needs to be addressed by all employers. Consistent with this policy, acts or threats of physical violence, including intimidation, harassment, and/or coercion which involve or affect the City or which occur on City property will not be tolerated.

To address this issue, the City has developed a policy that bans violence in the workplace. This policy provides a guideline for responding to violence or threats of violence in the workplace. It includes the general roles and responsibilities of employees, supervisors, the Human Resources Department, and Police Department. Each supervisor is responsible for ensuring that employees under their direction are trained in this policy.

Violations of this policy will lead to disciplinary action up to and including termination. Threats or acts of violence include conduct against persons or property that is sufficiently severe, offensive, or intimidating to alter the employment conditions at the City, or to create a hostile, abusive, or intimidating work environment for one or more City employees.

Refer to Appendix “C” (Administrative Regulation 1.06, “Violence in the Workplace Policy”).

COMPLIANCE

The City of Roseville will ensure that employees comply with safe and healthful work practices. Department heads, managers and supervisors are responsible for establishing and maintaining good health and safety practices. To ensure compliance:

- Employees shall be recognized for following safe and healthful work practices (e.g., oral acknowledgments, recognition at meetings, awards, etc.);
- The City shall maintain a Safety Incentive Program designed to foster safety in the workplace by all employees in all work situations;
- Employees shall be trained and retrained, as necessary or as required;
- Health and safety practices shall be integrated into employee job descriptions and performance appraisals;
- Disciplinary actions, as appropriate, shall be taken for failure to follow safe and healthful work practices;
- The anti-reprisal policy for employees reporting safety and health concerns as stated in this document shall be enforced.

Refer to Appendix “D” (General Safety Rules and Precautions – Municipal Code 3.13.060) for a list of safety rules and precautions common to all workplaces.

Refer to Appendix “E” (Safety Incentive Program) for program details.

COMMUNICATION

The City uses various forms of communication to relay information in readily understandable formats to all employees on matters relating to occupational safety and health, including, but not limited to:

- Training and Instruction;
- The City Occupational Health and Safety Committee;
- Departmental Safety Meetings;
- Tailgate Meetings;
- Information Distribution;
- Anonymous and Confidential Hazard Reporting.

The specifics for each venue are described below:

Training and Instruction

It is the policy of the City to encourage and provide vocational, safety and health and wellness education and training for all employees in order to maintain efficient, effective, and safe working conditions.

Such training programs may include lectures, demonstrations, assignment of reading materials, or other such devices or forums designed to improve the effectiveness and broaden the knowledge of City employees in the performance of their respective duties.

Responsibility for vocational training and observance of safe work practices shall be shared by the City, the respective departments, and the employees. In this regard, employees shall be responsible for attending, absorbing, and applying the information provided by training programs to daily work activities.

The City's Occupational Health and Safety Committee

In order to ensure that the goals and objectives of the Safety Program are effectively carried out, the City has established an Occupational Health and Safety Committee. The committee is comprised of the Safety Officer and safety representatives from designated departments, divisions, or work units. Each department will have a representative assigned to the Committee and those departments whose primary work environment is more administrative in nature will have one representative collectively who will ensure communication transpires both to and from the Committee. OHS Committee members will funnel information to departmental Safety Representatives as yet another venue to relay safety-related information and issues.

Department Safety Meetings

The purpose of Department Safety Meetings is to provide a forum for management level discussion of safety related issues and new program implementation. These meetings also provide a venue to resolve safety related concerns; to provide a means of evaluating the safety related performance of managers and supervisors; and, to provide a forum for the Safety Officer and/or safety representatives to voice suggestions and concerns dealing with safety within respective departments. The department heads, manager(s) and supervisor(s) should present these meetings and trainings based on the exposures and needs identified. Suggested topics include, but are not limited to: department and City emergency procedures; injury and incident

experience; results of various safety inspections; safety related projects; preventative and corrective actions of potentially serious incidents; items discussed in Occupational Health and Safety Committee meetings.

Tailgate Meetings

The purpose of a tailgate meeting is to provide safety training on new procedures and equipment, to discuss safety issues related to a current project, process or work practice, and to provide employees with a regular forum for reporting and discussing safety concerns. The managers and supervisors should conduct these health and safety meetings based on the exposures presented; however, employees and guest speakers are encouraged to present topics and participate in presentations. Suggested topics include, but are not limited to: past performance and current safety goals; lockout/tagout; office safety; emergency procedures; hearing conservation; proper lifting techniques and back injury prevention; hazard communication; machine guarding; fire prevention; vehicle safety; confined space entry; respiratory protection; chemical hazards; proper handling of hazardous materials and waste; and personal protective equipment. All tailgate safety meetings shall be documented. Documentation shall include the topic, date, presenter, list of the persons in attendance, and outline of key elements presented in meeting.

Refer to Appendix "F" (Weekly Tailgate Safety Meeting Report) for a sample reporting form.

Information Distribution

The Program Administrator and/or Safety Officer will publish or disseminate public notices, memorandums, emails, posters, manuals or newsletters to be used to inform employees on a variety of topics to include, but not limited to, specific safety information, occupational safety, facility safety, environmental health and safety, emergency preparedness, and health and wellness topics as well as off-the-job safety issues.

These notices may be posted on department bulletin boards, distributed electronically or provided to employees as hand-outs. Departments shall use bulletin boards and/or electronic media for posting information on safety in locations accessible to all employees. Information such as changes in protocol, safety bulletins, incident statistics, training announcements, and other safety information shall be distributed and/or posted as they become available. Department heads will ensure that all employees know the location(s) and have access to the location(s) of these notices.

Anonymous and Confidential Hazard Reporting

Communication is not limited to the dissemination of information to employees from management. Employees are encouraged to promptly report any and all hazards and/or safety issues to management in order to assure that hazards and safety issues are addressed and corrected in a timely manner. It is the intent of the City to encourage and solicit employee input and participation in the Safety Program by identifying hazards and safety issues without fear of reprisal. However, should employees wish to remain anonymous, the City has provided mechanisms by which employees can report hazards or safety issues without identifying themselves.

Confidential hazard reporting can be accomplished through a variety of formats. Written reports can be submitted into suggestion boxes located in building break rooms and other

common locations throughout the City. Any employee may call (916) 774-5555, the City's Safety Patrol Line, anonymously, or confidentially, to report a hazard or share a health and safety concern. In addition, anonymous reporting can be mailed to the Safety Officer via internal mail.

Refer to Appendix "G" (Safety Suggestion Form).

Reporting of hazardous substances in accordance with the California Hazard Communication Regulation (8 CAC 5194) is outlined in the City's "Hazard Communication Program."

Refer to Appendix "H" (Administrative Regulation 2.06, "Hazard Communication Program").

SCHEDULED AND PERIODIC INSPECTIONS

The City has the following procedures for identifying and evaluating workplace hazards, including scheduled periodic inspections to identify unsafe conditions and work practices. Managers and supervisors are responsible for seeing that periodic inspections are conducted, and to know which Cal/OSHA safety orders contained in Title 8 of the California Code of Regulations apply to their workplace. An inspection format that most closely relates to the environment being inspected shall be utilized. In addition, the Safety Officer may assist managers and supervisors in the development of self-inspection forms, checklists and guides for inspection and record keeping. Upon request, the Safety Officer will also conduct or arrange for third parties to conduct periodic assessments to assist managers and supervisors in identifying and correcting potential hazards.

Frequency

Comprehensive safety and health inspections of facilities, departments, divisions and work areas shall be conducted periodically, at least annually, as determined by the Safety Officer. The frequency of periodic inspections will depend on the activities or operations involved, the magnitude of the hazards, the proficiency of employees, changes in equipment or work processes, and the history of work-place injuries and illnesses or general liability claims within City facilities. Inspections shall be conducted whenever new substances, processes, procedures, or equipment are introduced to the workplace that represent a new occupational safety and/or health hazard; and whenever the City is made aware of a new or previously unrecognized hazard. Inspection recommendations include, but are not limited to:

- Fire Extinguishers – Monthly (required)
- Automated External Defibrillator (AED) – Quarterly
- Safety Eye Wash/Shower – Monthly (required)
- Hazardous Waste Storage Areas – Weekly (required)
- Office Buildings – Annual
- Vehicles – Daily/Monthly
- Forklifts – Daily by each individual operator
- Construction and/or high hazard operations – Every six (6) months

Inspection Teams

Inspections should be conducted by personnel who, through experience or training, are able to identify actual and potential hazards and understand safe work practices. Inspection teams may consist of any combination of the following:

- The department/division safety representative or an assigned representative knowledgeable about hazards and safe work practices within the department/division/facility being inspected;
- A member of the City's Fire Department or Building Department familiar with fire and building code enforcement;
- A member(s) of the Occupational Health and Safety Committee;
- The Safety Officer, or designee, who may also arrange for a consulting safety expert as appropriate for prevailing conditions (e.g., consulting safety engineer, Cal/OSHA inspector, etc.).

Scheduling Inspections

The coordination and scheduling of inspections shall be the responsibility of the Safety Officer. Arrangements for inspections shall be made in such a way as to minimize disruption of operations; however they shall be scheduled at times which will permit an accurate and representative view of equipment and work procedures in the department or division. Scheduled inspections are in addition to the everyday and periodic safety and health checks that are part of the routine duties of managers and supervisors.

Conducting Inspections

1. The inspection team shall carefully note the condition of the physical workplace(s), equipment and tools to ascertain the existence of unsafe practices or unhealthy/unsafe conditions. The standards for such evaluation shall include, but are not be limited to, Cal/OSHA regulations and/or City and department or division programs, policies, procedures or regulations.
2. Workplaces shall also be observed and employees on the job questioned as necessary to determine if proper personal safety equipment is available and used as required, and if safe working procedures are followed according to established standards, practices, and regulations.
3. Employees of any department or division may submit verbal and/or written recommendations regarding the existence of unsafe practices or unhealthy conditions.
4. The Safety Officer shall be responsible for obtaining and providing to members of the inspection team the standards and/or regulations which apply. The Safety Officer may also develop inspection checklists or other guides to facilitate the inspection process.

Refer to Appendix "I" for sample Safety Inspection Checklists.

Processing, Evaluation, and Handling of Inspection Results

1. Full and complete records of safety inspections shall be submitted to the Safety Officer, who shall review the findings and address deficiencies noted. Any safety hazards identified in the inspection records shall be addressed immediately and in accordance with hazard severity.
2. Should findings and recommendations warrant further review, the Safety Officer shall prepare a report summarizing the inspection findings and recommendations.
3. A copy of this report shall be furnished to each member of the inspection team, the department head, manager, supervisor, and/or Occupational Health and Safety Committee as appropriate.

4. In the event disagreement occurs among members of the inspection team as to whether an observed condition or practice is, in fact, unsafe, or as to the appropriate remedy for an unsafe condition or practice, said situation will be decided by the Safety Officer, or may be referred to outside consultation services at the Safety Officer's discretion.

Record Keeping of Scheduled and Periodic Inspections

Although Cal/OSHA requires that records of scheduled and periodic inspections to identify unsafe conditions and work practices be maintained for a minimum of one (1) year, the City shall retain these records for two (2) years, in case of third party litigation in accordance with the City's Record Retention Schedule. The records shall include:

- The name(s) of the person(s) conducting the inspection;
- Any description(s) of the unsafe condition(s) and work practice(s);
- The action(s) taken to correct the identified unsafe condition(s) and work practice(s).

Managers, supervisors or designated staff persons within the department are responsible for maintaining these records and providing a copy to the Safety Officer.

INJURY AND ILLNESS INVESTIGATIONS

The City investigates all accidents, occupational injuries and/or illnesses, as well as property damage incidents to reduce the potential for future incidents that could result in injury. The following standardized procedures for reporting and investigating occupational injuries, illnesses, and accidents are reviewed below.

Reporting Procedures

- Employees shall report all accidents, incidents, and exposures with the potential for injury or damage to their immediate supervisor as soon as possible.
- The supervisor shall contact the Human Resources Department immediately to report any deaths or serious injury or illness (defined as more than 24-hours' hospitalization for other than observation; permanent disfigurement; loss of body part; per Title 8 CCR 330).
- The Human Resources Department shall immediately report any death or serious injury or illness to Cal/OSHA per Title 8 CCR 342. Note: Immediately means as soon as practically possible but no longer than eight (8) hours from the City's receipt of knowledge of the serious injury or illness.
- Other incidents will be reported to Cal/OSHA on a case-by-case basis as determined by the Safety Officer.

For all other injuries, contact the immediate supervisor and/or the Human Resources Department.

Standardized Forms for Injuries

- Supervisors shall provide an Employee's Claim for Workers' Compensation Benefits (Form DWC-1) within twenty-four (24) hours to the injured employee immediately following any accident or notice of injury.
- The Supervisor's Report of Accident shall be completed by the supervisor for all injury/illness/exposures within twenty-four (24) hours and forwarded to the Human Resources Department.
- The Employer's Report of Occupational Injury or Illness (Cal/OSHA Form 5020) shall be completed by the Human Resources Department within five (5) days of receipt of a claim form or for cases when one workday or more is lost by an employee or when treatment of the employee is required by a physician in a medical facility.
- The supervisor shall complete and retain a copy of all Injury/Incident Investigation reports with a copy to the Safety Officer showing the management analysis of the loss and the corrective action taken.

Standardized Forms for Accident/Exposure Investigations

- Incidents involving theft, vandalism, potential liability exposure or other damage related issues shall be reported on the City's "Incident Report Form".
- Incidents involving vehicle and/or equipment accidents shall be reported on the City's "Vehicle/Equipment Accident Report".

Please note: The "Incident Report Form" and the "Vehicle/Equipment Accident Report" are to be used in situations where there is no employee injury OR in addition to, if appropriate, the "Supervisor's Report of Accident" in cases where there is an employee injury.

Refer to Appendix "J" (Supervisor's Report of Accident), Appendix "K" (Incident Report Form), and Appendix "L" (Vehicle/Equipment Accident Report).

All completed report forms are to be submitted to: The Human Resources Department

You may call (916) 774-5475 or (916) 774-5202 with any questions.

Investigation Steps

The supervisor should take the following steps in an investigation:

- Interview injured worker(s) and witness(es);
- Examine workplace factors associated with the accident/exposure;
- Take photographs as warranted;
- Determine the possible cause(s) of the accident/exposure;
- Take corrective action(s) to prevent the accident/exposure from recurring;
- Record the finding(s) and corrective action(s) taken.

The Safety Officer is available to assist in any aspect of the investigation.

HAZARD CORRECTION

The City has a commitment to correct unsafe or unhealthful work conditions in a timely manner, based on the severity of the hazard. Hazards or unsafe work conditions shall be prioritized by severity and corrected when observed or discovered. When an imminent hazard exists which cannot be immediately abated without endangering employee(s) and/or property, all exposed personnel will be removed from the area except those necessary to correct the existing condition. Necessary safeguards to correct the hazardous condition shall be provided to employees.

Unsafe conditions that cannot be corrected with the resources available to managers or supervisors shall be reported to the next level of management. If the correction is outside the authority of departmental maintenance and/or departmental funds are not available, the department head shall seek other resources from the City to make the necessary corrections.

Hazard Definitions

Catastrophic – May cause permanent disability, loss of life or body part. Condition should be corrected immediately.

Critical – May cause serious injury or illness resulting in temporary disability. Condition should be corrected as soon as possible.

Marginal – May cause minor (non-disabling) injury or illness. Condition should be corrected as soon as practicable.

Negligible – Probably would not affect personnel safety or health, but is, nevertheless, in violation of a program, policy, procedure or regulation. Condition should be corrected if it worsens or as routine maintenance schedules allow.

SAFETY TRAINING PROGRAM

The Safety Officer is responsible for oversight of the City's required safety training. Employees shall receive required training as per Federal and State mandates to include, but not limited to, all applicable training as outlined in Title 8 CCR Division 1, Chapter 4 (Construction Safety Orders) and Division 1, Chapter 7 (General Industry Safety Orders). Training in areas of personal protective equipment (PPE), safe work procedures and equipment employees are required to use in their respective work assignments is the responsibility of each department head, and respective managers and supervisors.

All training is managed through an online learning management system with oversight by the Safety Officer. This system manages all training provided to employees of the City, not just mandated training courses. The City's learning management system, Roseville University ("RoseU"), allows a manager, supervisor and employee to register to attend training courses, review required and recommended training, review training certification status, view and print completed training activities, and view upcoming training offerings.

Refer to Appendix "N" (Employee Training Analysis) for sample employee training documentation.

Training Content

Managers and supervisors shall ensure that employees are trained in:

- General and job-specific health and safety programs, policies, procedures, regulations, practices and hazards;
- Recognition and assessment of health and safety risks;
- Minimization of risks through sound safety practices and use of protective equipment;
- Process for reporting potential hazardous conditions.

The City has organized its Safety Training Program as described below:

Level 1 Training

- Includes general orientation provided by the Human Resources Department to all new employees;
- Includes information on the City's general health and safety programs, policies, procedures, regulations and practices; employee health and safety rights and responsibilities; health and safety services; including what an employee can expect in terms of further training;
- Includes what to do in the event of an accident including immediate injury reporting and how to obtain medical treatment;
- Includes a review of the City's workers' compensation program and the protection it affords injured workers;
- Includes information on the City's return-to-work policy and the efforts the City will make to help ensure all injured employees are returned to work with minimal risk and disruption.

Level 2 Training

- Provided at the department level by managers, supervisors, or safety representatives, to all employees concerning the special hazards that may be encountered relative to their specific duties;
- Training topics may include, but are not limited to, ergonomics, hazard communication (i.e., hazard identification, hazardous materials safety, hazard reporting), violence in the workplace, emergency response and evacuation procedures, fire and earthquake safety, rights and responsibilities, personal protection, and record keeping, as applicable;
- Industry experts may be used for aspects of Level 2 training that require special knowledge or expertise. These experts may be outside consultants or may be in-house staff with special knowledge, skill and/or training.

Level 3 Training

- Level 3 training is provided at the department level by managers, supervisors or identified instructors for those employees with specific high-hazard exposures including, but not limited to, public safety employees and those employees exposed to work environments involving construction, excavation, confined space, motor vehicle operation, heavy equipment and power tool operation;
- Level 3 training consists of information specific to the hazards and equipment used by these individuals;

- Training is by one or more of the following methods: class lecture, safety meetings (formal or informal), and/or hands-on instruction;
- Material safety data sheets, videos, pamphlets, booklets, class syllabus, and postings may be used to supplement training;
- Industry experts may be used for aspects of Level 3 training that require special knowledge or expertise. These experts may be outside consultants or may be in-house staff with special knowledge, skill and/or training.

Training Schedule

Training shall be provided:

- When the IIPP is first established;
- Whenever substantive changes are made to the IIPP;
- When new employees are hired;
- When employees are given new job assignments for which training has not previously been received;
- Whenever new substances, processes, procedures, or equipment are introduced to the workplace and represent a new hazard;
- Whenever new programs, policies, procedures or regulations are adopted;
- Whenever the City is made aware of a new or previously unrecognized hazard;
- When employees become supervisors (so that they can familiarize themselves with the safety and health hazards to which employees under their immediate direction and control may be exposed and to acquire knowledge and understanding of the unique role a supervisor has in the area of safety).

Training Resources

- The Safety Officer will assist department heads, managers and supervisors in providing health and safety training to employees on a variety of topics (the Safety Officer can also assist in locating industry experts to use in presenting material when necessary).
- The Safety Officer oversees the learning management system and standardized forms and procedures for documenting and maintaining safety training records.
- The Safety Officer has access to a safety DVD library, a collection of safety publications, and safety professionals to assist department heads, managers and supervisors in implementing training programs.

Training Records

- Documentation of health and safety training for each employee shall include: (1) name or other identifier, (2) training dates, (3) type(s) of training, (4) training providers, and (5) an outline of key elements presented in the training.
- Although Cal/OSHA requires this documentation be maintained for at least one (1) year, the City shall maintain this documentation for at least ten (10) years in accordance with the City's Record Retention Schedule.
- Managers, supervisors or designated staff persons within the department and the Safety Officer are responsible for maintenance of all training records.
- Training records shall be maintained through the City's learning management system ("RoseU").

RECORD KEEPING

Injury and Illness Records

City policy requires that a record-keeping system be instituted and maintained by the Safety Officer for all injury and illness records. The Human Resources Department shall be responsible for injury and illness record-keeping as required; requirements include:

1. Obtaining a report of every injury and/or illness requiring medical treatment;
2. Recording each recordable injury or illness on the Cal/OSHA Log Form 300 per the instructions on the log. Do not record first aid incidents;
3. Preparing a supplementary record of each occupational injury and illness on Cal/OSHA Form 301;
4. Preparing the Cal/OSHA summary form 300A every year and post it no later than February 1 with the Program Administrator's signature. The posting shall be posted where employees can see it and shall remain posted through April 30th;
5. Retaining all records for at least five (5) years.

The Safety Officer will review the log and records of occupational illnesses together with the reports of incidents that are not recordable with the Occupational Health and Safety Committee to identify patterns and repeat situations. Actions will be taken based on the analysis of these losses to reduce the potential for future losses.

Documentation of Inspection and Training Activities

Managers, supervisors or designated staff persons within the department shall maintain the following records of their activities relative to the IIPP for two (2) years, in case of third party litigation in accordance with the City's Record Retention Schedule.

Records of scheduled and periodic facility inspections shall include the following documentation:

- Name of person(s) conducting the inspection;
- The unsafe condition(s) or work practice(s) identified;
- The action(s) taken to correct the unsafe hazard(s) or work practice(s).

Records of training activities shall include the following documentation:

- Name of employee(s) trained;
- Date(s) of training;
- Type of training/brief description of training;
- Name of trainer.

The Safety Officer shall maintain inspection records a minimum of two (2) years and training records a minimum of ten (10) years as outlined by the City's Record Retention Schedule.

SAFETY PROGRAM ROLES AND RESPONSIBILITIES

Responsibility for safety is assigned to each and every employee of the City of Roseville; however, in order to achieve the specific requirements of the IIPP, key functions, tasks and responsibilities must be assigned to identified persons or levels of classification within the City. Though not all inclusive, this document serves to identify those key considerations and responsibilities, and shall function as a guide in identifying each employee's specific role in meeting the goals of the City's Safety Program and the requirements of the IIPP.

City Manager shall:

- Demonstrate a genuine interest and commitment to the Safety Program;
- Ensure department head involvement and commitment to the Safety Program;
- Convey an expectation that safety is everyone's responsibility;
- Provide support to the Program Administrator and the Safety Officer in the oversight and implementation of the IIPP;
- Provide support to department heads, managers and supervisors in Safety Program efforts.

Program Administrator and Safety Officer shall:

Compliance

- Support and create a culture that exemplifies behavioral changes in work habits and procedures that produces an injury/accident free and more productive workplace.
- Establish and participate in an Occupational Health & Safety Committee designed to comply with Cal/OSHA guidelines and serve as an integral part of the City Safety Program.
- Advocate and champion the enhancement of the performance management system to include safety accountability in the employee evaluation process.
- Incorporate safety into annual program goals and objectives of the City.
- Enforce City's Anti-Reprisal Policy for reporting by employees of health and safety hazards.
- Serve as liaison with governmental and regulatory agencies on safety-related issues.
- Implement, maintain and provide oversight to all programs, policies, procedures and regulations necessary for the operation of a meaningful City-wide Safety Program.
- Provide assistance to department heads, managers, supervisors and safety representatives in the research, development and distribution of safety and health and wellness programs, policies, procedures, regulations and guidelines.
- Develop policies and procedures to ensure prompt reporting of all work-related injuries and illnesses pursuant to Cal/OSHA regulations (Title 8 CCR 342(a)).
- Report serious injuries involving hospitalization or death of an employee as defined by Title 8 CCR 330, to the State Department of Industrial Relations within eight (8) hours of occurrence (Title 8 CCR 342(a)).

Appendix “A”

Safety Program Roles and Responsibilities

- Develop policies and procedures to ensure prompt reporting of all accidents involving property damage to ensure compliance with City safety and loss control efforts.
- Develop injury, illness and accident trend data and distribute and review with department heads and Loss/Control Safety Committee for use in safety and loss control efforts.
- Develop, maintain and enforce a policy on zero tolerance of violence in the workplace (Administrative Regulation 1.06).
- Investigate all reports of behavior by City employees that potentially constitute a violation of the City’s Violence in the Workplace Policy and ensure that investigative findings are referred to the Human Resources Director and/or Police Department as appropriate (Administrative Regulation 1.06).
- Maintain required safety training, inspection, investigation and injury records as required, and determine injuries as recordable/non-recordable as defined by Cal/OSHA (Title 8 CCR 14300 et seq.).
- Establish and maintain a Safety Incentive Program designed to foster safety and provide recognition of safety efforts.

Communication / Training

- Establish and promote a variety of forums for the distribution of safety-related information to all employees and ensure that the information is relayed in a readily understandable format and is easily accessible.
- Research, maintain and distribute current information on local, state, and federal safety and health and wellness regulations to department heads, managers, supervisors, safety representatives and others as necessary in a timely manner.
- Ensure that Occupational Health & Safety Committee meeting agendas, minutes and reports are prepared and distributed to Committee members, department heads, managers, supervisors and employees as appropriate.
- Establish and support a culture that encourages employees to report hazards, near misses and accidents without the fear of reprisal.
- Establish and provide oversight and assistance for a Safety Training Program to ensure compliance with all safety training requirements.
- Provide Level 1 Training as described in the IIPP to all new employees.

Inspection / Investigation / Hazard Identification and Correction

- Coordinate and provide oversight of periodic and scheduled safety inspections of City facilities and operations to identify unsafe conditions and work practices.
- Assist department heads, managers and supervisors in the development of safety and health inspection procedures, inspection forms, checklists, guides, and record keeping procedures.
- Assist department heads, managers and supervisors in arranging for third parties to conduct periodic safety assessments as requested or deemed necessary.
- Serve as a liaison and clearing house for regulatory agencies conducting inspections of City facilities, work sites and/or work practices.
- Review inspection and accident records/reports and prepare periodic summary reports.

Appendix “A”

Safety Program Roles and Responsibilities

- Ensure the City’s commitment to identification and correction of unsafe or unhealthy work conditions or practices through review and timely response to all safety and hazard identification reports.
- Establish, support, and maintain an injury/illness/accident report and investigation procedure for use by department heads, managers, and supervisors and provide assistance to department heads, managers and supervisors to investigate and report every accident or incident resulting in a serious injury to an employee.

Department Heads shall:

Compliance

- Provide support and demonstrate commitment to a Safety Program that encourages behavioral changes in work habits and procedures that produces an injury/accident free and more productive workplace.
- Utilize the performance management system to ensure the quality of safety performance by managers and supervisors.
- Incorporate safety into annual department goals and objectives and assure adequate funding for the implementation of safety and health and wellness programs, policies, procedures, regulations, equipment and training.
- Provide support and enforcement of the City’s Anti-Reprisal Policy for reporting by employees of health and safety hazards.
- Delegate the authority and provide support to individuals within the department to develop and implement appropriate health and safety programs, policies, procedures, regulations and work practices.
- Ensure the preparation, compliance and maintenance of specific safety and health and wellness programs, policies, procedures, regulations and work practices to be followed by all employees within the department and its various divisions and work units.
- Ensure participation and cooperation by all divisions and work units within the department in the Occupational Health & Safety Committee.
- Ensure prompt reporting of all work-related injury and illness incidents in compliance with Cal/OSHA regulations (Title 8 CCR 342(a)).
- Ensure prompt reporting of all accidents involving property damage to ensure compliance with City safety and loss control efforts.
- Review injury, illness and accident trend data and utilize the information in department safety and loss control efforts.
- Ensure an environment that is free from threats or acts of physical violence in accordance with the City’s Violence in the Workplace Policy (Administrative Regulation 1.06).
- Immediately report to Human Resources any notification of a threat or act of physical violence that potentially constitutes a violation of the City’s Violence in the Workplace Policy and assist in any subsequent investigation (Administrative Regulation 1.06).
- Provide support for and ensure compliance with the City’s record keeping requirements and processes relative to training, inspection, investigation and employee safety records.
- Provide support to all City-wide safety incentive programs and/or activities designed to foster awareness for safety.

Appendix “A”

Safety Program Roles and Responsibilities

Communication / Training

- Ensure that all safety and health and wellness programs, policies, procedures, regulations and work practices are included in a departmental orientation of all new employees; are the subject of periodic review with affected employees; and, are accessible to all employees in readily understandable formats, including, but not limited to bulletin board postings and electronic media venues (e.g. intranet).
- Review and distribute Occupational Health & Safety Committee meeting agendas, minutes and reports to subordinate staff and respond to safety-related information as appropriate.
- Ensure and promote a culture that encourages employees to report hazards, near misses and accidents without the fear of reprisal.
- Ensure that all supervisory staff have been fully trained in the IIPP, safety management responsibility and safety affecting their area responsibility, and that managers and supervisors provide required safety training to their employees.
- Ensure that managers and supervisors are providing Levels 2 and 3 training as described in the IIPP to include, but not limited to, general health and safety programs, policies, procedures, regulations, practices, hazards, personal protective equipment (PPE), and use of equipment employees are required to use in their respective work assignments.

Inspection / Investigation / Hazard Identification and Correction

- Ensure that managers and supervisors comply with and actively participate in the safety inspection process.
- Ensure that managers and supervisors are knowledgeable and in compliance with all safety and health inspection and record-keeping procedures.
- Ensure cooperation with third parties conducting safety and/or health inspections on behalf of the City.
- Ensure that the Safety Officer is notified of any inspection notification received from a regulatory agency, including, but not limited to, Cal/OSHA.
- Review inspection records/reports and ensure timely and appropriate follow-up and correction of any deficiencies noted.
- Consider and act upon appropriate recommendations from the Occupational Health & Safety Committee, Safety Officer or other safety consultants concerning the abatement of unsafe or unhealthy work conditions or practices within a timely manner.
- Provide support for and pursue resources necessary to correct or abate identified hazards.
- Ensure compliance and cooperation by managers and supervisors in the investigation of all accidents, occupational injuries and/or illnesses, and property damage incidents to reduce the potential for further injury, damage or losses and to ensure timely compliance with all reporting regulations.

Appendix “A”
Safety Program Roles and Responsibilities

Managers and Supervisors shall:

Compliance

- Demonstrate support for and implement and participate in all Safety Program components and work practices to produce an injury/accident free and more productive workplace.
- Maintain accountability for Safety Program efforts through recognition of employees who contribute to a safe workplace and discipline of employees who fail to follow safe work practices.
- Enforce health and safety rules fairly and uniformly and evaluate employees on compliance with safe work practices as part of the performance management process.
- Ensure that safety-related goals and objectives are implemented.
- Provide support and enforcement of the City's Anti-Reprisal Policy for reporting by employees of health and safety hazards.
- Develop written safety programs, policies, procedures, regulations, and work practices for all operations and exposures within the work unit(s).
- Ensure that all required safety programs, policies, procedures, regulations and work practices are in place by periodically reviewing documentation associated with work activities, exposures and hazards and through periodic review of the work practices of subordinate employees to ensure compliance.
- Establish emergency procedures for employees.
- Ensure that workplaces and equipment are safe, well maintained, and in compliance with external agency regulations, generally accepted safety practices and the City's programs, policies, procedures and regulations.
- Promote, participate and cooperate in Occupational Health & Safety Committee activities as required.
- Immediately report all incidents of work-related injury or illness to the department head and Human Resources as outlined in City policies and procedures to ensure compliance with Cal/OSHA regulations (Title 8 CCR 342(a)).
- Immediately report all accidents involving property damage to the department head and/or Safety Officer to ensure compliance with City safety and loss control efforts.
- Review injury, illness and accident trend data and utilize information in safety and loss control efforts.
- Promote an environment that is free from threats or acts of physical violence in accordance with the City's Violence in the Workplace Policy (Administrative Regulation 1.06).
- Immediately report to the department head and Human Resources any notification of a threat or act of physical violence that potentially constitutes a violation of the City's Violence in the Workplace Policy (Administrative Regulation 1.06).
- Ensure that training, inspection, investigation and employee safety records are maintained and retained for the designated period(s) of time.
- Provide support for and active participation in all City-wide safety incentive programs and/or activities designed to foster awareness for safety.

Appendix “A”

Safety Program Roles and Responsibilities

Communication / Training

- Implement safety communication practices that are readily understandable and accessible by all employees and ensure that workplace safety and health and wellness programs, policies, procedures, regulations and work practices are clearly communicated and understood by employees.
- Conduct regularly scheduled safety meetings designed to communicate and promote safety programs, policies, procedures and regulations; discuss loss history and lessons learned; obtain feedback from employees; and, integrate required safety training (updates and refresher training).
- Review and distribute Occupational Health & Safety Committee meeting agendas, minutes and reports to subordinate staff and respond to safety-related information as appropriate.
- Establish and promote a culture that encourages employees to report hazards, near misses and accidents without the fear of reprisal.
- Attend training and develop personal knowledge and skill in the administration of a Safety Program including the IIPP and all safety and health and wellness programs, policies, procedures, regulations and work practices required within their area of responsibility including, but not limited to:
 - ✓ Supervisor’s role in the Safety Program;
 - ✓ Hazards to employees;
 - ✓ Hazard recognition;
 - ✓ Safe work practices;
 - ✓ Accident investigation;
 - ✓ Safety inspections;
 - ✓ Training requirements.
- Provide all employees with Levels 2 and 3 training as described in the IIPP, including but not limited to, general health and safety programs, policies, procedures, regulations, practices, hazards, personal protective equipment (PPE), and use of equipment employees are required to use in their respective work assignments.
- Provide one-on-one safety coaching to employees as needed.

Inspection / Investigation / Hazard Identification and Correction

- Conduct and document routine and periodic safety inspections and ensure participation and compliance with any safety inspection scheduled by the Safety Officer or other regulatory agency.
- Schedule safety inspections based on the operations involved, the magnitude and nature of the hazards found, and the history of injuries and losses.
- Remain current on industry specific workplace safety and health standards and utilize organizational resources and applicable regulations as necessary in the inspection process.
- Ensure that personal protective equipment and operating equipment is inspected as recommended and required.
- Inspect work areas for proper housekeeping and for fire or other hazards and see that work areas are left in a safe condition at the end of each workday/shift.
- Periodically inspect and ensure that departmental safety supplies are replenished and in good working condition (first aid kits, fire extinguishers, etc.).

Appendix “A”

Safety Program Roles and Responsibilities

- Conduct inspections whenever new substances, processes, procedures or equipment are introduced to the workplace that represent a new occupational safety and/or health hazard; and, whenever a new hazard is identified.
- Cooperate with third parties conducting safety and/or health inspections on behalf of the City and ensure that corrective action(s) are taken.
- Immediately notify the department head and Safety Officer of any inspection notification received from a regulatory agency, including, but not limited to Cal/OSHA.
- Conduct timely and appropriate follow-up and correction to any deficiencies noted in inspection records/reports.
- Encourage employees to identify potential hazards and reinforce positive employee behavior by responding to and addressing employee-identified hazards in a timely manner.
- Respond to accidents and “near misses” as soon as they are reported and provide interim protection and safeguards while hazard correction is progressing.
- Review hazard identification documentation to ensure that corrective action is taken and completed.
- Prepare and submit hazard identification documentation to the department head and Safety Officer for review.
- Investigate all injuries and accidents (including property-related incidents) in a timely manner to determine causes(s) and take corrective/preventative action(s); document all investigations on the appropriate forms and submit the report(s) to department heads, the Safety Officer and/or Human Resources as appropriate.

Employees shall:

Compliance

- Demonstrate support for the Safety Program by taking personal responsibility for safety and applying a common-sense approach to safe work practices and conditions.
- Know and obey all City safety and health and wellness programs, policies, procedures, regulations and work practices.
- Know and follow emergency procedures.
- Perform work only when instructed and authorized to do the job safely.
- Use mechanical safeguards and personal protective equipment, methods and processes as directed and/or required for assigned task(s) and job exposure(s) and not interfere with other's use of safeguards and safe work practices.
- Maintain personal protective equipment in good condition and not remove, displace damage, destroy, or tamper with safety devices, safeguards, notices, or warnings.
- Institute acquired training into daily work practices.
- Participate and cooperate in Occupational Health & Safety Committee activities as required.
- Report all injuries immediately, regardless of severity, to ensure prompt medical treatment and notification to the workers' compensation administrator and compliance with Cal/OSHA regulations (Title 8 CCR 342(a)).
- Immediately report all accidents involving property damage to immediate supervisor.
- Comply with the City's Violence in the Workplace Policy (Administrative Regulation 1.06).

Appendix “A”

Safety Program Roles and Responsibilities

- Report all incidents of threats or acts of physical violence in accordance with the City’s Violence in the Workplace Policy (Administrative Regulation 1.06).
- Ensure that participation in training, investigation and inspection activities is properly documented for required record keeping purposes.
- Support all City-wide safety incentive programs by participation and recognition of co-workers for safety work practices.

Communication / Training

- Take personal responsibility for staying informed as to workplace safety and health and wellness programs, policies, procedures, regulations and work practices affecting work environments and practices.
- Report hazards, near misses and accidents as soon as possible to immediate supervisor or Safety Officer.
- Attend all safety and health and wellness training as scheduled and required, including, but not limited to:
 - ✓ New employee orientation;
 - ✓ When there is a job change with new hazards;
 - ✓ When new substances or procedures are introduced or recognized;
 - ✓ For specific job hazards;
 - ✓ Use of equipment.
- Use chemicals only after training on Material Safety Data Sheets (MSDS).

Inspection / Investigation / Hazard Identification and Correction

- Participate and cooperate in workplace safety inspections.
- Inspect personal protective equipment and operating equipment daily or before each use.
- Immediately notify supervisor of any inspection notification received from a regulatory agency, including, but not limited to Cal/OSHA.
- Look for unsafe acts, procedures, conditions, work practices and hazards and report such findings when identified.
- Report all incidents, including property damage incidents, to ensure appropriate and immediate action is taken to correct the hazard and to prevent a recurrence and possible injury.
- Participate in injury, incident and accident investigations to assist supervisors in determining cause(s) and taking corrective/preventative action(s).

CITY OF ROSEVILLE, CALIFORNIA

ADMINISTRATIVE REGULATION

APPROVED:

Number:

A.R. 2.04

Date Effective:

August 03, 1987

ALLEN E. JOHNSON, CITY MANAGER

Date Revised:

October 21, 1998

SUBJECT: LOSS CONTROL/SAFETY COMMITTEE BY-LAWS

I. NAME AND PURPOSE

A. Name

The Loss Control/Safety Committee is hereby named in these By-Laws.

B. Purpose

The purpose of the Loss Control/Safety Committee is consistent with the policy provided in the City Municipal Code Section 3.13.040, which provides for the continuous development, implementation and maintenance of a safety program that will enhance a safe and healthy work environment for all employees. Likewise, the Loss Control/Safety Committee is concerned with incorporation of safety practices into the provision of city services to the general public.

Duties of the Loss Control/Safety Committee include participating in conducting safety inspections; reviewing work injury accidents as assigned by the Risk Manager; investigating, developing and participating in the implementation of safety training programs; reviewing, evaluating and making recommendations as appropriate on reports submitted by the Risk Management Division; reviewing safety suggestions; and making recommendations to the Risk Management Division on the Committee's findings concerning safety hazards, practices or other safety related matters.

C. Scope of Authority

The Loss Control/Safety Committee is an advisory committee which advises the Risk Management Division on safety related issues. The Risk Management staff shall communicate the Committee actions and recommendations to the appropriate department heads and/or the City Manager.

Upon consensus agreement of the Committee, the Administrative Services Director may be consulted directly regarding activities of the Committee.

All employees, supervisors and managers are expected to work cooperatively with members of the Loss Control/Safety Committee.

II. MEMBERSHIP

A. Number

Thirteen (13) members representing designated departments.

The Risk Management Division will serve as staff to the Committee.

B. Departmental Representatives

A representative will be assigned from each of the following departments/divisions:

Wastewater Division; Streets Division; Equipment Maintenance Division;
Treatment Plant(s) (WTP or WWTP); Public Works; Water Division; Police
Department; Library Department; Fire Department; Electric Department; Building
Maintenance Division; Solid Waste Division; Parks & Recreation / Parks
Maintenance.

The Risk Management staff will serve as the Civic Center representative.

At all times the Committee shall include a minimum of four (4) representatives from the management classification.

C. Voting

Voting Committee members shall be the thirteen (13) department/division representatives. The Risk Management division shall vote only in the case of a tie by the department/division representatives unless otherwise permitted to vote by policy or regulation.

D. Qualifications for Membership

Only permanent City employees who have been employed at least six (6) months may serve on the Committee.

E. Length of Term

Each department/division representative shall service a one (1) year term on the Committee. Each department/division represented will be assigned a month for replacement of their designated representative as follows:

January	Wastewater Division
February	Streets Division
March	Equipment Maintenance Division
April	Treatment Plant(s)
May	Public Works (Engineering or Building Inspection)
June	Water Division
July	Police/Library
August	No rotation
September	Fire Department / Electric Department
October	Building Maintenance Division
November	Solid Waste Division
December	Parks & Recreation / Parks Maintenance

Each department/division representative will be responsible for the transition and orientation of the employee who will be replacing them on the Committee (i.e. escorting them to their first meeting; issuing copies of the By-Laws and past meeting minutes; answering questions, etc.) New members are to be brought to the meeting the month before the current representative's term ends. The new member's term starts the month of their department's rotation (see above). Assistance can be obtained from the Risk Management staff.

Refer to the attached Rotation Schedule diagram.

F. Filling Vacant Terms (Method of Appointment)

Two (2) months prior to the expiration of a member's term, Risk Management will notify the department/division that a new representative is needed. It will be the responsibility of the Department Head in concurrence with the Risk Manager to appoint a representative.

Department/division representation shall rotate; no member shall serve a consecutive term of membership unless approved in advance by the Risk Manager.

Should a member leave the Committee anytime other than the regularly scheduled rotation time a replacement shall be named by the department/division represented and they shall serve the remainder of the original representatives' term.

G. Regular Meetings

Meetings shall be held monthly on the fourth Wednesday of each month at 9:00 a.m.

Any change to the above shall be given to members at least one (1) week in advance (if possible).

Meeting agendas shall be distributed to members at least one (1) week in advance of each meeting along with the minutes from the previous meetings.

H. Quorum

A quorum shall be established as 50% of the voting membership. A quorum must exist for the Committee to take official action.

III. OFFICERS AND DUTIES

A. List of Officers and Assigned Duties

Chairperson: Conducts meetings; signs off on Committee correspondence; represents Committee on official business.

Vice-Chairperson: Acts as Chairperson in their absence. Assists Chairperson in fulfilling his/her duties.

Recording Secretary: A staff member of the Risk Management Division shall serve as the recording secretary of the Committee. Duties include taking meeting minutes; distribution of minutes, agendas and other Committee correspondence; scheduling of meetings (time and location); record keeping of all Committee documents.

Staff to Committee: The Risk Manager (or designee) shall serve as the staff representative to the Committee.

B. Elective Officers

The offices of Chairperson and Vice-Chairperson shall be filled by election.

C. Appointive Officers

The Recording Secretary and Staff to Committee shall be considered appointed officers. Such positions shall be appointed at the discretion of the Administrative Services Director.

D. Qualifications

To qualify for an elected office, a representative must have served on the current Committee at least three (3) months.

E. Term of Office

Elected officers shall serve a minimum of six (6) months and a maximum of eighteen (18) months from the date of election and shall rotate from the Committee according to their assigned monthly schedule (see II.D.)

F. Method of Electing New Officers

A minimum of two (2) nominations must be received for each office. Nominations will be open to all representatives on the Committee who have served a minimum of three (3) months.

An official ballot vote will be taken from nominations given.

Elections shall be held at the last meeting of the representative currently in office.

Should the Chairperson leave the Committee anytime other than their regularly scheduled rotation time, the Vice-Chairperson shall be appointed as the new Chairperson. He/she shall hold the office until their regular rotation time comes up. A new Vice-Chairperson will then be elected by the Committee and shall serve as stated in Section III.E.

IV. SUB-COMMITTEE

Sub-Committees shall be assigned as the need arises and shall serve as advisory committees to the Safety Committee.

V. ATTENDANCE OF MEMBERSHIP

Attendance at monthly meetings is mandatory. The representative's immediate supervisor or a predesignated alternate shall serve as his/her alternate and shall attend all meetings that the regular representative cannot attend. Should a representative miss three (3) meetings, a new representative shall be appointed.

Alternates shall not be voting members. Should a regular member be unable to attend a meeting that an issue is to be voted on a proxy vote (in writing) can be submitted.

VI. AMENDMENT TO BY-LAWS

Any member of the Committee can nominate that a change be made to the By-Laws; a second will be needed to put the issue to vote.

A change in the By-Laws shall take a 2/3 vote of the total voting membership.

VII. CONDUCT OF MEETINGS

- A. Roll Call
- B. Approval of Minutes of the Previous Meeting
- C. Loss Control / Safety Staff Monthly Report
- D. Training Report
- E. Reports of Sub-Committees
- F. Unfinished Business
- G. New Business
- H. Adjournment

CITY OF ROSEVILLE, CALIFORNIA

ADMINISTRATIVE REGULATION

APPROVED:

Number:

A.R. 1.06

Date Effective:

April 29, 1996

ALLEN E. JOHNSON, CITY MANAGER

Date Revised:

SUBJECT: VIOLENCE IN THE WORKPLACE POLICY

PURPOSE

To provide a policy to ban violence in the workplace.

POLICY

The City of Roseville is concerned about the safety and security of its employees and the citizens of the community. The City of Roseville has adopted this Zero Tolerance Policy for workplace violence because it recognizes that workplace violence is a growing problem nationally that needs to be addressed by all employers. Consistent with this policy, acts or threats of physical violence, including intimidation, harassment, and/or coercion which involve or affect the City of Roseville or which occur on City property will not be tolerated. Violations of this policy will lead to disciplinary action up to and including termination.

Threats or acts of violence include conduct against persons or property that is sufficiently severe, offensive, or intimidating to alter the employment conditions at the City of Roseville, or to create a hostile, abusive, or intimidating work environment for one or more City employees.

General examples of prohibited workplace violence include, but are not limited to, the following:

1. All threats or acts of violence occurring on City property, regardless of the relationship between the City and the parties involved in the incident.
2. All threats or acts of violence not occurring on City property but involving someone who is acting in the capacity of a representative of the City.
3. All threats or acts of violence not occurring on City property involving an employee of the City if the threats or acts of violence affect the legitimate interests of the City.

4. Any threats or acts resulting in the conviction of an employee or agent of the City, or of an individual performing services on the City's behalf on a contract or temporary basis, under any criminal code provision relating to threats or acts of violence that adversely affect the legitimate interests and goals of the City.

Specific examples of conduct that may be considered "threats or acts of violence" prohibited under this policy include, but are not limited to, the following:

1. Hitting or shoving an individual.
2. Threatening to harm an individual or his/her family, friends, associates, or their property.
3. The intentional destruction or threat of destruction of property owned, operated, or controlled by the City.
4. Making harassing or threatening telephone calls, letters or other forms of written or electronic communications.
5. Intimidating or attempting to coerce an employee to do wrongful acts that would affect the business interests of the City.
6. Harassing surveillance, also known as "stalking", the willful, malicious and repeated following of another person and making a credible threat with intent to place the other person in reasonable fear of his or her safety.
7. Making a suggestion or otherwise imitating that an act to injure persons or property is "appropriate", without regard to the location where such suggestion or imitation occurs.
8. Carrying weapons in a personal or city vehicle or on their person while in a duty status or on City property (on or off duty). Weapons are defined as all firearms and weapons which are illegal under California Penal Code, Section 12020, including but not limited to guns, nunchaku, bass knuckles, billy clubs, and switchblade knives.

While Public Safety employees of the City may be required as a condition of their work assignment to possess firearms, weapons or other dangerous devices, or permitted to carry them as authorized by law, it is the City's policy that such employees are to use them only in accordance with departmental operating procedures and all applicable State and Federal Laws.

The City of Roseville's prohibition against threats and acts of violence applies to all persons involved in the City's operation, including but not limited to, City personnel, contract and temporary workers, and consultants. Violations of this policy by any covered individual will be followed by disciplinary action up to and including termination.

EMPLOYEE OBLIGATIONS

Each employee of the City and every person on City property is encouraged to report incidents of threats or acts of physical violence of which he/she is aware.

Even without an actual threat, personnel should also report any behavior they have witnessed which they regard as threatening or violent, when that behavior is job related or might be carried out on a City controlled site, or is connected to City employment. Employees are responsible for making this report regardless of the relationship between the individual who initiated the threat or threatening behavior and the person or persons who were threatened or were the focus of the threatening behavior.

In cases where the reporting individual is not a City employee, the report should be made to the City of Roseville Police Department.

In cases where the reporting individual is a City employee, the report should be made to the reporting individual's immediate supervisor, or to a management level supervisory employee if the immediate supervisor is not available. The supervisor or management employee will immediately report the incident to the Risk Manager, who will interview the reporting employee and complete a Threat Incident Report with copies to the Administrative Services Director and the Roseville Police Department for any further necessary action.

General Safety Rules and Precautions

The following general safety rules shall apply in all City work places. Each department or other work unit shall prepare separate safety rules applicable to the specific nature of work in their area but not in conflict with these rules:

1. No employee shall be assigned to work under unsafe conditions or with unsafe tools or equipment. In the event that such a condition develops, it shall immediately be reported to the supervisor, who shall see that corrective action is taken.
2. Employees should pay strict attention to their work. Practical joking and horseplay will not be tolerated.
3. Warning signs and signals posted to point out dangerous conditions shall be obeyed by employees.
4. Employees shall not take shortcuts in or over dangerous places.
5. Extreme caution shall be exercised by employees operating power equipment such as cranes, lifts and hoists.
6. Compressed air or oxygen must never be directed at an employee or coworker.
7. Employees should not jump from truck beds, platforms, fences or other elevated places unless absolutely necessary to the performance of duty.
8. Because of the hazard inherent in running, employees should refrain from running unless absolutely necessary to the performance of duty.
9. Employees shall use safety equipment appropriate to the job, such as safety glasses, gloves, toe guards, hard hats, hearing protection and respiratory protection, if required or appropriate to the work performed.
10. Employees shall avoid wearing loose clothing and jewelry while working on or near equipment and machines.
11. All accidents, regardless of severity, personal or vehicular, shall be reported immediately to the supervisor.
12. Operators and passengers in City vehicles equipped with seat belts must wear them when the vehicle is in operation.
13. Cell phones and other electronic devices shall not be used while operating a vehicle.
14. The person in charge shall see that warning signs, lights, and other safety devices are provided for any work done in streets or other exposed locations.
15. Safeguards as required by the California Administrative Code, Title 8, General Industry Orders, shall be provided, reviewed and adhered to in all work situations.

Listed below are some common accidents and their causes. Each employee, supervisor, or other involved person should survey the work area and work procedures and enlist assistance from the Safety Officer or the Loss Control/Safety Committee as necessary to eliminate these or other unsafe conditions:

1. **Falls.** Slippery surfaces, uneven walkways, broken or missing railing on steps or landings;
2. **Strains.** Improper lifting techniques;
3. **Falling or Moving Objects.** Improper storage of equipment;
4. **Striking Against Dangerous Objects.** Drawers left open, improper disposal or storage of equipment;
5. **Electrical Shock.** Worn out equipment, plugs, or cords, ungrounded equipment;
6. **Vehicles.** Seat belts not used, excess speed, backing, brakes, signals, use of electronic devices while driving, etc.;
7. **Chemical Injury.** Improper knowledge of safety procedures, personal protective equipment not used.

City of Roseville Safety Incentive Program

I. Purpose

The Safety Incentive Program is designed to foster safety in the workplace by all employees in all work situations. It is imperative that each and every employee strive to keep safety first in their thoughts and actions, at work and at home. The Safety Incentive Program provides recognition to all employees who practice safety effectively by avoiding accidents in the workplace. The program also identifies employees and departments/divisions whom, by their efforts, demonstrate a high level of safety awareness and practice.

II. Safety Week

Each year, the City Council will declare a Safety Week for the City of Roseville.

III. City Safety Awards

A. Categories

1. Safest Equipment Operator - Heavy Equipment
Safest Equipment Operator – Light Equipment
Safest Equipment Operator – Public Safety/Emergency Response
 - a. Awards: \$250 and plaque - first place; \$150 and plaque second place. (1st place may not be awarded to same employees two years in row.) A rotating plaque will be awarded to the department/division, commemorating the first place recipients' achievements. Nominator Award: The nominators of winning 1st and 2nd place Safest Equipment Operators will receive a \$25.00 gift certificate to the Galleria Mall.
 - Eligibility (Safest Equipment Operator-Heavy Equipment): This award is designed to recognize accident-free individuals who operate heavy-duty equipment and specialized vehicles (i.e., dump trucks, backhoes, sweepers, cranes, line trucks, etc.) in potentially hazardous situations. The fiscal year just completed (July 1 - June 30) us the time considered in evaluating nominations. An must have been employed with the City 90% of the year in order to be eligible for nomination.

- Eligibility (Safest Equipment Operator-Light Equipment): This award is designated to recognize accident-free individuals who operate vehicles or equipment (i.e., automobiles, power tools, jack hammers, forklifts, chainsaws, etc.). The fiscal year just completed (July 1- June 30) is the time period considered in evaluating nominations. An employee must have been employed with the City 90% of year in order to be eligible for nomination.
 - Eligibility (Safest Equipment Operator-Public Safety/Emergency Response): This award is designated to recognize accident-free individuals who operate vehicles or equipment (i.e., fire engines, cars, motorcycles, vans, riot vehicles, etc.). The fiscal year just completed (July 1- June 30) is the time period considered in evaluating nominations. An employee must have been employed with the City 90% of the year in order to be eligible for nominations.
- b. All nominations must be submitted directly to the Risk Management Division. Nominations may be made in any of the three methods:
- Managers and supervisors may submit a nomination of an employee.
 - An employee can request their manager or supervisor to submit a nomination of behalf of the employee.
 - An employee may nominate another employee. Upon receipt, Risk Management will consult with the employee's supervisor for concurrence.
2. Best Safety Suggestion
- a. Awards: \$250 and plaque - first place; \$150 and plaque - second place. Employee plaque. There is no rotating departmental plaque in this category. Pizza parties will be held quarterly for submitters of implemented Safety Suggestions.
 - b. Procedure: The Risk Management Division will compile a list of all submitted safety suggestions.
 - c. Eligibility: All Safety suggestions submitted during the recently completed fiscal year will be evaluated. The best safety suggestion must have had a significant potential for reducing or preventing losses. The Safety Committee will review the list of safety suggestions absent the names of individuals associated with each suggestion. The Committee will establish an "A" list and a "B" list. The "A" list will be the listing of suggestions qualifying for the

safety incentive program monetary award. When looking at safety suggestions, the committee will take into consideration the following suggestions:

- How many employees are affected by implementation of this suggestion?
- How much of the community is affected?
- Are there any other low cost alternatives?
- Is this suggestion original, unique or innovative?
- The employee making the suggestion should not be involved in the implementation process of the suggestion.

3. Safest Department / Division – High Risk/Low Risk

- a. Awards: Department/ Division plaque (rotating).
Department/Division plaque (permanent). This award does not have to rotate each year. Awards will be recognized in both groups. Selected department/division will be allowed a budget of up to \$10 per employee (maximum \$400) to purchase an employee such award such as hats, patches, pins or to pay for a luncheon.
- b. Procedure: The Risk Management Division will prepare materials comparing the safety records of the departments and divisions.
- c. Eligibility: For the recently completed fiscal year, the evaluation will include workers' compensation, cost incurred injuries and general liability accidents charged to employee error. The Risk Manager will also report on the safety programs in the departments and divisions. Please refer to the High/Low Risk categories in the preceding pages for department/division classifications into each risk group.

4. Employee Safe Work Performance

- a. Awards – High Risk: Year 3: Employees will receive eight (8) hours of vacation credit. Year 4 and thereafter: Employees will receive four (4) hours of vacation credit for every year thereafter an employee remains accident free.
- b. Awards - Medium Risk: Year 4: Employees will receive eight (8) hours of vacation credit. Year 5 and thereafter: Employees will receive four (4) hours of vacation credit for every year thereafter an employee remains accident free.
- c. Awards - Low Risk: Year 5: Employees will receive (8) hours of vacation credit. Year 6 and thereafter: Employees will receive four (4) hours of vacation credit for every year thereafter an employee is accident-free.

- Procedure: The Risk Management Division will prepare data concerning the safety record of each employee.
- Eligibility: Employees must not have suffered a preventable, cost incurred workers' compensation injury or have been responsible for an accident which resulted in injuries or damages. An employee must have been employed and actively at work for 90% of the fiscal year. Awards in this category are based on an employee's cumulative safety record beginning July 1, 1985, as the base year. Employees who suffer an at fault injury or found to be responsible for an accident, will be returned to the beginning level (Year 1) in the cumulative award structure.
- At-Fault Accidents: The Risk Manager will make the initial determination regarding responsibility of Workers' Compensation injuries. An employee who disagrees with an at-fault finding may appeal the decision by scheduling a meeting with the Risk Manager.
- Vehicular/Equipment Accidents: The Accident Review Committee will make the determination regarding employee responsibility for vehicular/equipment accidents. The findings of this committee may be appealed to the Administrative Services Director.
- Job Share: Employees who job share must have been employed and actively at work for 90% of their regularly scheduled work hours. They will receive one-half of the normal award for vacation hours. In other words, if a regular employee would receive 8 hours, the job share employee will receive 4 hours.

The Safety Committee will review all nominees for the awards. An award may not be represented in a category in which there are insufficient nominations or where the nominations do not meet the eligibility criteria. Decisions for equipment operator may be based on percentage of time operating equipment, number of years without a preventable accident, degree of risk, etc.

5. Risk Manager's Special Award

- a. Given at the discretion of the Risk Manager to individuals, divisions or departments who deserve special recognition based on one time or extended period of safety, attitude or special acts. The number and frequency of the awards will be at the discretion of the Risk Manager.

6. Employee Safety Points

- a. Employees can earn points throughout the fiscal year for accomplishing various safety related goals (see categories and points listed below). At the end of the fiscal year, employees can redeem their safety points for prizes determined by Risk Management and the Safety Committee.

Category	Points
Winner of Safest Equipment Operator	500
2nd Place Winner of Safest Equipment Operator	300
No Preventable Injuries	500
No Preventable Vehicle/Equipment Accidents	500
Member of Safest Department	500
Risk Manager Award	500
Winning Safety Suggestion	500
2nd Place Winning Safety Suggestion	300
Implemented Safety Suggestion	300
Nominated for Safest Equipment Operator	300
Nominated Someone for Safest Equipment Operator	200
Safety Committee Chairperson	300
Safety Committee Vice-Chairperson	250
Safety Committee Member	200
Attended Safety Meeting	10 (520 pts. maximum)
Presented a Topic at a Tailgate Safety Meeting	50 (500 pts. maximum)
Attended a Safety Training Class	25
Presenting a Safety Training Class	100 (500 pts. maximum)

Overall Safest Employee of the Year (employee with highest # of points)	\$500.00
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Established: 7/85

Revised: 8/02
4/99
4/90
1/87

Meeting Leader (signature): _____

[illegible][illegible]

SAFETY SUGGESTION

NAME: _____ DATE: _____

DEPARTMENT/DIVISION: _____

SUGGESTION: _____

BENEFIT TO BE OBTAINED: _____

Once completed, this safety suggestion should be forwarded to Risk Management directly or by either of the following methods:

1. By giving this suggestion to your supervisor
2. By giving this suggestion to your Loss Control/Safety Committee representative
3. By placing this suggestion in the nearest safety suggestion drop box.

FOR RISK MANAGEMENT USE ONLY

Date Received: _____

Approved for Implementation: Yes No

Date Forwarded: _____

Completion Date: _____

Response Date: _____

Cost of Implementation: \$ _____

Original – Risk Management

Remaining Copy – Employee

CITY OF ROSEVILLE, CALIFORNIA

ADMINISTRATIVE REGULATION

APPROVED:	Number:	A.R. 2.06
	Date Effective:	August 19, 1988
RAY KERRIDGE, CITY MANAGER	Date Revised:	February 6, 2007 April 15, 2011

SUBJECT: HAZARD COMMUNICATION PROGRAM

PURPOSE

It is the purpose of this Hazard Communication Program to provide information about potential exposure to hazardous substances at the job site. Title 8 of the California Code of Regulations (T8CCR), Section 5194, provides the requirements for developing, implementing, and maintaining compliance which all employers are legally obligated to follow.

POLICY

It is the policy of the City of Roseville to ensure all employees maintain a safe and healthful workplace. To ensure employees are aware of the specific hazardous substances they may be exposed to at their job site, each employee will have access to this Administrative Regulation in an electronic format, via the City's Intranet site, or a printed copy if desired.

PROCEDURE

This regulation applies to all employees of the City of Roseville and any contractors and their employees who may be potentially exposed to hazardous substances.

This regulation applies to all products containing hazardous substances which are known to be present in the workplace in such a manner that employees may be exposed under normal conditions of use, in the performance of their job, or in a reasonably foreseeable emergency.

I. Container Labeling

The policy requires that both original and secondary containers of hazardous substances be inspected for compliance. Original manufacturer containers will be checked upon receipt. It is the responsibility of the receiver to verify the manufacturer's label contains:

- a. The identity of hazardous substance(s) which accurately provides product identity information;
- b. Appropriate hazard warnings, including any Proposition 65 substance, if applicable; and

- c. Name and address of the manufacturer, importer, or other responsible party.

Further, to ensure that employees are aware of the hazards of the materials used in their work areas, it is our policy to label all secondary containers. The department representative will ensure that all secondary containers are properly labeled with:

- a. Identity of hazardous rating (i.e. caution, warning, danger); and
- b. Appropriate hazard warnings which are legible and clearly marked including those designated in California's Proposition 65.

Posters, signs, or other forms of warning may be used in lieu of labels if the department representative believes them to be adequate in informing co-workers.

II. Material Safety Data Sheet

The Purchasing Division or department representative responsible for ordering products will request a Material Safety Data Sheet (MSDS) for hazardous substances from all substance vendors by affixing a statement on all Purchase Orders, Service Agreements, and/or Contracts requiring that the MSDS accompany shipment of the product. Any new MSDS information and all updated sheets should be read by all employees who have cause to use that material. All MSDS information will be maintained by the respective department in which the product is being used. The information will be readily accessible at any time either electronically or by hard copy. Each department will review their MSDS information, at a minimum of, once a year for completeness.

In the event that a MSDS is not received at the time of the first shipment, the receiver will endeavor to secure a MSDS from the manufacturer. The department using the product will take additional precautions if MSDS is not available and inform employees of the product(s) hazardous content and applicable safety precautions.

Medical records pertaining to chemical exposure must be kept for thirty (30) years as required by Cal/OSHA, Section 3204, Access to Exposure and Medical Records. The Human Resources Department will be responsible for the maintenance of these files.

III. Employee Information and Training

Employees who have potential exposure to hazardous materials will attend a Hazardous Communication training to be conducted by their supervisor or department representative. Topics covered in these training sessions will include, but are not limited to:

- o An overview of this Regulation.
- o The rights and responsibilities afforded to the employee under this regulation.

- o Any operations in their workplace where hazardous substances are present.
- o Location and availability of the written Hazard Communication Program.
- o How to read labels and review MSDS's to obtain the appropriate information.
- o Physical and health effects of the hazardous substance found in their respective work location.
- o Methods and observation techniques used to determine the presence or release of hazardous substances in the workplace.
- o How to lessen or prevent exposure to these hazardous substances through the usage of control, work practices, and personal protective equipment.
- o Emergency and first aid procedures to follow if an exposure to hazardous substance occurs.

When new hazards are introduced, the department representative will review the new hazards as they relate to the respective work area and inform affected employees accordingly.

In addition, it is the responsibility of the department representative to ensure that new employees receive adequate training before they are assigned to work with potentially hazardous substances.

IV. List of Hazardous Substances

Each department representative is responsible for the maintenance of a list of hazardous substances used within his/her work area. In addition, a master list of all the hazardous substances used in the City will be accessible to all department representatives responsible for the implementation of this program. The department representative is required to review and update their respective list of hazardous substances with the citywide master list a minimum of once per year.

V. Non-Routine Tasks

Prior to the employee undertaking a non-routine task (such as cleaning a water reservoir tank), the supervisor in charge will be responsible to review the operation to be performed and review the appropriate MSDS of the hazardous substances associated with the task. Furthermore, the supervisor will ensure that appropriate administrative controls, engineering controls, and protective equipment are implemented and made available to the employee.

VI. Identification of Unlabeled Pipes

Pipes that are unlabeled will be identified as to their contents by means of drawings, schematics, labels, or batch tickets attached at the valves of the piping system.

VII. Contractors

The City's policy also covers those outside contractors who may be exposed to hazardous substances at the City's work site. To ensure that these outside contractors work safely at our work sites, it is the responsibility of the contracting department representative to inform them of the workplace hazards, to make MSDS information available for their inspection, and to familiarize them with our Hazard Communication Program.

Conversely, the contractor is required to provide a copy of the MSDS for each hazardous substance to be brought in, a minimum of five (5) working days, before any exposure to City employees. The department representative responsible for ordering and/or receiving shipments will ensure contractor compliance.

VIII. Conditions Requiring **911** Notifications (excerpt taken from the City of Roseville's Fire Prevention Standard G-03)

State law and fire code regulation requires immediate notification in the event of a chemical release. This standard is intended to provide specific guidelines to reporting parties as to conditions that would mandate notification via the **911** emergency dispatch number. Factors to consider in determining whether a release is significant or not include: quantity, toxicity, flammability, reactivity, and the location of the material. If doubt exists whether or not the release is "significant", emergency notification should be made.

The Roseville Fire Department defines the term "significant" in this context as:

1. A release or threatened release of a hazardous material or hazardous waste that may:
 - cause evacuation of any portion of a building, or
 - cause injury or chemical exposure to personnel or civilians that require decontamination, or immediate follow-up by a physician, or
 - cause contamination or threat of contamination on or outside of the property boundaries (i.e. storm drain, ground or air), or
 - not be controlled immediately after detection, or
 - mitigate the release using personal protective clothing/equipment, or
 - overwhelm or is expected to overwhelm the on-site response capabilities.

2. A fire or threat of fire.
3. An explosion or threat of explosion.
4. Activation of any fire sprinklers, smoke or chemical detection sensors.

This list is as comprehensive as is reasonably possible. The Roseville Fire Department will make the final determination as to whether a release is significant.

IX. Hazard Determination Procedure

The City has determined that hazard evaluations conducted by the substance manufacturer or importer represent the most reliable method of chemical hazard determination and, thus, does not intend to evaluate the hazards of purchased products.

This program will be monitored periodically by Human Resources Department staff to ensure that the policies are carried out and that the program is effective.

Safety Inspection - General Office Areas

1. Safety Inspection Checklist - General Office Areas

This checklist applies to all office environments, general work areas and public areas; it applies to:

All Administrative Offices areas located at the Civic Center, Corporation Yard or other locations; Library facilities; Adventure Club sites; Maidu Community Center and Interpretive/Museum facilities; the Roseville Utility Exploration Center; Mahany Facility Meeting Rooms; the Children's Art's Center at Royer Park; the Police Facility; and Information Technology offices.

Please complete this survey as requested. Print a copy of the checklist for use during your inspection tour. Mark potential hazards according to your judgment. Check all items that apply, and make comments where warranted. Be sure to document any corrective action(s) taken or needing to be taken. Identify the department/division and all locations covered by the inspection and the name(s) of personnel involved in conducting the inspection.

NOTE: Hazards which pose a risk of serious or substantial injury to employees must be corrected immediately. Other hazards should be corrected as soon as reasonably possible, but in no case later than fifteen (15) days from the date of discovery.

* **1. Department Name**

 6

* **2. Sub-Department/Division/Facility**

(If this inspection relates to the Civic Center or Corp Yard administrative office area for your department - and no other option here applies - please select that option.)

 6

3. If this is an Adventure Club Location, please identify the site.

 6

* **4. Name of Person(s) performing inspection.**

 5
 6

* **5. Date of Inspection.**

MM DD YYYY
 Date of Inspection / /

Safety Inspection - General Office Areas

2. Required Postings - Posted on bulletin boards or other appropriate location...

This section covers all required postings to ensure that employees have access to required safety information.

Please inspect all work areas in your respective department/division/work area and respond to the following questions. Make sure you add comments with an explanation and description of any corrective action(s) taken or needed to be taken and explain any "NO" responses. Mark "N/A" for any questions that do not apply.

1. Are up-to-date Labor and Industry workplace posters displayed in locations all employees can see? (i.e., Safety & Health Protection on the Job, Emergency Telephone Numbers, Workers' Compensation Notice to Employees, etc.)

For a reference list of posting requirements go to www.dir.ca.gov/wpnodp.html.

☐ Yes

☐ No - please explain and address corrective action to be taken

2. Are Material Safety Data Sheets (MSDS) readily available?

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

3. Is poster containing information on where to go for medical treatment for a work-related injury on display?

☐ Yes

☐ No - please explain and address corrective action to be taken

Safety Inspection - General Office Areas

4. Is the summary of Work-Related Injuries and Illnesses (OSHA Form 300A) posted during the months of February, March an April?

☐ **Yes**

☐ **No - please explain and address corrective action to be taken**

--

Safety Inspection - General Office Areas

3. Fire Prevention, Emergency Exits, Emergency Response

This section covers fire hazards and emergency exit/response issues.

Please inspect all work areas in your respective department/division/work area and respond to the following questions. Make sure you add comments with an explanation and description of any corrective action(s) taken or needed to be taken and explain any "NO" responses. Mark "N/A" for any questions that do not apply.

1. Are emergency evacuation maps/plans in place and posted in readily accessible locations?

☐ Yes

☐ No - please explain and address corrective action to be taken

2. Are all portable fire extinguishers accessible, properly mounted and secured by brackets, tagged, sealed and fully charged? Have they been serviced in the last twelve (12) months?

☐ Yes

☐ No - please explain and address corrective action to be taken

Safety Inspection - General Office Areas

3. If your facility/inspection area is equipped with an Automated External Defibrillator (AED), are the battery and electrodes within their expiration dates? Expiration dates can be found on the battery and written at the top of the label located on the electrode package. Batteries and electrodes can be ordered through Purchasing.

Does the handle read "OK"? NOTE: If the handle does not read "OK", contact Human Resources immediately.

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

4. If your facility does not have an AED, do employees know where the nearest AED is located?

☐ Yes

☐ No - please explain and address corrective action to be taken

5. Are first aid supplies sanitary, orderly, and properly stocked?

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

6. Are fire doors unlocked and closed at all times? (Fire doors are identified by a tag on the hinge side of the door.)

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

Safety Inspection - General Office Areas

7. Are all exit doors free of inappropriate locking devices?

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

8. Are emergency exit doors free of all objects/storage items?

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

9. Are exits properly marked and exit signs illuminated?

☐ Yes

☐ No - please explain and address corrective action to be taken

10. Have smoke detectors been inspected and tested? Have batteries been replaced within the last twelve (12) months?

☐ Yes

☐ No - please explain and address corrective action to be taken

Safety Inspection - General Office Areas

11. Are hazardous material containers properly marked to identify the hazard?

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

12. Are work areas free of space heaters unless approved and provided for by Building Maintenance?

The use of portable space heaters is prohibited in conditioned space and non-conditioned space except where it is determined by Building Maintenance that the building HVAC system, or other City installed systems, cannot maintain approved temperature set point range. Building Maintenance will provide the space heater if it is determined that one is needed.

Before use, any portable electric space heater shall be inspected for the following:

Required Specifications:

1. Contains a non-glowing heat element;
2. Utilizes a cool-to-the-touch housing;
3. Contains a tip-over automatic shut-off;
4. Does not exceed 500 watts, or 5 amps;
5. Is UL approved.

Operational Requirements:

1. Must be connected to a power supply with adequate power cords;
2. Must be connected with a timer device that is set for normal business hours;
3. Must be used in the immediate proximity of the person responsible for such device;
4. Must be turned off or unplugged when not attended by the person responsible.

☐ Yes

☐ No - please explain and address corrective action to be taken

Safety Inspection - General Office Areas

4. Bookcases, Shelves, Cabinets, Storage, and Hanging Objects

This section covers storage and shelving safety hazards.

Please inspect all work areas in your respective department/division/work area and respond to the following questions. Make sure you add comments with an explanation and description of any corrective action(s) taken or needed to be taken and explain any "NO" responses. Mark "N/A" for any questions that do not apply.

1. Are all maps, screens, monitors, and other suspended objects securely attached?

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

2. Are wall shelves stocked appropriately (storage material should not be protruding beyond edges or stacked on top of cabinets)?

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

3. Are heavy bookcases, storage and file cabinets secured from tipping? (Cabinets and/or shelves 6' tall or higher must be secured to the wall.)

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

Safety Inspection - General Office Areas

4. Are file and desk drawers kept closed when not in use?

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

5. Are all sprinkler heads clear of any storage material (should have 18" of clearance; 24" clearance from ceiling when no sprinklers)? Are they free from debris (dust/dirt)?

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

Safety Inspection - General Office Areas

5. Electrical Hazards

This section covers hazards posed by electrical cords, fixtures, etc.

Please inspect all work areas in your respective department/division/work area and respond to the following questions. Make sure you add comments with an explanation and description of any corrective action(s) taken or needed to be taken and explain any "NO" responses. Mark "N/A" for any questions that do not apply.

1. Are cords and plugs in good condition; no exposed or taped wires?

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

2. Are surge protectors in place for all computer equipment?

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

3. Are extension cords being used, and if so, are they in good condition and approved for what they are being used for? (Multiple extension cords cannot be connected in a series.)

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

Safety Inspection - General Office Areas

4. Are all outlets and switches covered by wall-plates?

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

5. Do electrical panels have 36" of unobstructed access?

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

Safety Inspection - General Office Areas

6. Interior Walking Surfaces, Stairways, Ramps, and Corridors

This section covers hazards in pedestrian traffic areas.

Please inspect all work areas in your respective department/division/work area and respond to the following questions. Make sure you add comments with an explanation and description of any corrective action(s) taken or needed to be taken and explain any "NO" responses. Mark "N/A" for any questions that do not apply.

1. Are all building entrances, aisles and work areas free of trip and fall hazards (cords, wires, paper, equipment, boxes)?

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

2. Are entrance mats in use during wet weather?

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

3. Are all walking surfaces free of wet or oily (slippery) conditions?

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

Safety Inspection - General Office Areas

4. Are all carpets and rugs secured and in good condition?

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

5. Is flooring even (no holes/cracks) and is flooring kept dry?

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

6. Are stairways, ramps and corridors illuminated?

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

7. Are all stairways in good repair and are corridors and landings kept clear and free of storage?

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

Safety Inspection - General Office Areas

8. Are stair treads in good condition?

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

9. Where stairs or stairways exit directly into any area where vehicles may be operated, are adequate barriers and warnings provided to prevent employees from stepping into the path of traffic?

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

10. Do ramps have non-slip surfaces?

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

11. Are handrails and guardrails present where required and in good condition?

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

Safety Inspection - General Office Areas

12. Are grates or similar type covers over floor openings such as floor drains, of such design that foot traffic or rolling equipment will not be affected by the grate spacing?

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

Safety Inspection - General Office Areas

7. General Safety and Housekeeping

This section covers general housekeeping issues.

Please inspect all work areas in your respective department/division/work area and respond to the following questions. Make sure you add comments with an explanation and description of any corrective action(s) taken or needed to be taken and explain any "NO" responses. Mark "N/A" for any questions that do not apply.

1. Are all areas clean, free of clutter, and do they provide ample work space?

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

2. Are all items of furniture, tables, desks and chairs in good condition (no splintering, sharp edges, loose joints, etc.)?

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

3. Are step stools available where needed and in good condition (there should be no standing on chairs, tables, boxes, etc.)?

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

Safety Inspection - General Office Areas

4. Are carts used to transport items in good condition and being utilized appropriately?

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

5. Are good housekeeping practices in place?

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

6. Are restrooms cleaned regularly and adequately supplied?

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

7. If you have kitchen appliances in your facility, are they clean and in good working condition (refrigerators, ovens/stoves, microwaves)? Have these appliances been approved for use?

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

Safety Inspection - General Office Areas

8. Please list additional safety items identified during your inspection.

Safety Inspection - Garages, Workshops and Other Facilities

1. Safety Inspection Checklist - Garages, Workshops and Other Facilities

This checklist applies to all work environments within the City that have operations that extend beyond a general office-type environment. This form applies to:

Electric facilities including substations and the Energy Park; Environmental Utility facilities including solid waste operations, treatment plants, lab and shop facilities; Central Services operations including vehicle and building maintenance and warehouse facilities; Parks & Recreation operations including park sites and park maintenance facilities, aquatic and recreation facilities and golf courses; Fire stations and Training Center; and Public Works Shop areas.

Please complete this survey as requested. Print a copy of the checklist for use during your inspection tour. Mark potential hazards according to your judgment. Check all items that apply, and make comments where warranted. Be sure to document any corrective action(s) taken or needing to be taken. Identify the department/division and all locations covered by the inspection and the names(s) of personnel involved in conducting the inspection.

NOTE: Hazards which pose a risk of serious or substantial injury to employees must be corrected immediately. Other hazards should be corrected as soon as reasonably possible, but in no case later than fifteen (15) days from the date of discovery.

* **1. Name of Department.**

 6

* **2. Specific Department/Division/Facility location.**

If the inspection site needs further narrative description, use Question #5 to elaborate.

 6

3. If this inspection covers an Electric Substation, please answer identifying the specific substation facility.

 6

4. If this inspection covers a Park Site, please answer identifying the Park name.

 6

5. Narrative description of inspection site/facility (if description is necessary beyond what has been identified above).

5

6

Safety Inspection - Garages, Workshops and Other Facilities

* 6. Name(s) of person(s) conducting inspection.

	5
	6

* 7. Date of Inspection.

	MM		DD		YYYY
Date of Inspection		/		/	

Safety Inspection - Garages, Workshops and Other Facilities

2. Required Postings - Posted on bulletin boards or other appropriate location...

This section covers all required postings to ensure that employees have access to required safety information.

Please inspect all work areas in your respective department/division/work area and respond to the following questions. Make sure you add comments with an explanation and description of any corrective action(s) taken or needed to be taken and explain any "NO" responses. Mark "N/A" for any questions that do not apply.

1. Are up-to-date Labor and Industry workplace posters displayed in locations all employees can see? (i.e., Safety & Health Protection on the Job, Emergency Telephone Numbers, Workers' Compensation Notice to Employees, etc.)

For a reference list of posting requirements go to www.dir.ca.gov/wpnodp.html.

☐ Yes

☐ No - please explain and address corrective action to be taken

2. Are Material Safety Data Sheets (MSDS) readily available?

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

3. Are Cal/OSHA Powered Industrial Truck Guideline posters displayed in areas adjacent to the vehicles' use area and adjacent to the vehicles' storage area as required by General Safety Order 3664?

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

Safety Inspection - Garages, Workshops and Other Facilities

4. Are National Fire Protection Association (NFPA) Hazardous Materials Diamond signs posted on the exterior of the building(s) where hazardous materials are used or stored; do the signs display the appropriate hazard ratings?

☐ **Yes**

☐ **N/A**

☐ **No - please explain and address corrective action to be taken**

Safety Inspection - Garages, Workshops and Other Facilities

3. General Safety and Housekeeping

This section covers general housekeeping issues.

Please inspect all work areas in your respective department/division/work area and respond to the following questions. Make sure you add comments with an explanation and description of any corrective action(s) taken or needed to be taken and explain any "NO" responses. Mark "N/A" for any questions that do not apply.

1. Are all areas clean, free of clutter, and do they provide ample work space?

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

2. Are heavy bookcases, storage and file cabinets secured from tipping? (Cabinets and/or shelving 6' tall or higher, must be secured to wall.)

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

3. Stored materials are orderly, do not overload the shelves, and do not extend beyond the shelving?

☐ N/A

☐ Yes

☐ No - please explain and address corrective action to be taken

Safety Inspection - Garages, Workshops and Other Facilities

4. Are all stairways in good repair and are corridors and landings kept clear and free of storage?

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

5. Walking surfaces are in good repair and free from trip/fall hazards?

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

6. Are all walking surfaces free of wet or oily (slippery) conditions?

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

7. Are all sprinkler heads clear of any storage material (should have 18" of clearance; 24" clearance from ceiling when no sprinklers)? Are they free of debris (dust/dirt)?

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

Safety Inspection - Garages, Workshops and Other Facilities

8. Are workshops free of apparent hazards and safety concerns?

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

Safety Inspection - Garages, Workshops and Other Facilities

4. Emergency Response, Chemicals and Life Safety

This section covers fire hazards and emergency exit/response issues.

Please inspect all work areas in your respective department/division/work area and respond to the following questions. Make sure you add comments with an explanation and description of any corrective action(s) taken or needed to be taken and explain any "NO" responses. Mark "N/A" for any questions that do not apply.

1. Emergency evacuation procedures and routes are posted in readily accessible locations?

☐ Yes

☐ No - please explain and address corrective action to be taken

2. If your facility/inspection area is equipped with an Automated External Defibrillator (AED), are the battery and electrodes within their expiration dates? Expiration dates can be found on the battery and written at the top of the label located on the electrode package. Batteries and electrodes can be ordered through Purchasing.

Does the AED handle read "OK"? NOTE: If the handle does not read "OK", contact Human Resources immediately.

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

3. If your facility does not have an AED, do employees know where the nearest AED is located?

☐ Yes

☐ No - please explain and address corrective action to be taken

Safety Inspection - Garages, Workshops and Other Facilities

4. Exit doors are free of inappropriate locking devices?

☐ Yes

☐ No - please explain and address corrective action to be taken

5. Exits and walkways are unobstructed?

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

6. Exits are clearly posted or otherwise identified?

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

7. Spill containment is provided for stored hazardous and industrial materials?

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

Safety Inspection - Garages, Workshops and Other Facilities

8. Spill response kits are available in hazardous and industrial material storage areas?

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

9. Waste containers are closed and properly labeled regarding waste and accumulation dates?

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

10. Work areas where chemicals are present are free of open beverages and food?

☐ Yes

☐ No - please explain and address corrective action to be taken

11. No noticeable leaks or spills are present?

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

Safety Inspection - Garages, Workshops and Other Facilities

12. Eyewash/shower stations are accessible, operational and properly maintained?

☐ Yes

☐ No - please explain and address corrective action to be taken

13. Fire extinguishers are mounted, accessible, fully-charged and serviced within the last twelve (12) months?

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

14. First aid kits are adequately stocked and contain only first aid supplies?

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

15. Primary and secondary chemical containers are labeled to identify the contents and specific hazard?

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

Safety Inspection - Garages, Workshops and Other Facilities

16. Flammable and combustible materials are stored in NFPA-approved containers/cabinets?

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

Safety Inspection - Garages, Workshops and Other Facilities

5. Personal Protective Equipment (PPE)

This section covers operations that require employees to utilize personal protective equipment.

Please inspect all work areas in your respective department/division/work area and respond to the following questions. Make sure you add comments with an explanation and description of any corrective action(s) taken or needed to be taken and explain any "NO" responses. Mark "N/A" for any questions that do not apply.

* 1. Are employees covered by this inspection required to use PPE of any type? If the answer is "NO", scroll down and hit "NEXT" to go to the next section.

☐ Yes

☐ No

2. Employees are wearing appropriate PPE for tasks being completed (gloves, clothing, eye protection, etc.)?

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

3. Eye protection is available (glasses, goggles, face shields) and worn when needed?

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

4. Approved safety glasses are worn at all times in areas where there is a risk of eye injury?

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

Safety Inspection - Garages, Workshops and Other Facilities

5. Hearing protection is provided (ear plugs, ear muffs) and worn appropriately when needed?

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

6. Signs warning employees to wear PPE are posted?

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

7. PPE is maintained in clean, usable condition and stored in a clean location for required individual(s)?

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

Safety Inspection - Garages, Workshops and Other Facilities

6. Electrical Hazards

This section covers hazards posed by electrical cords, fixtures, etc.

Please inspect all work areas in your respective department/division/work area and respond to the following questions. Make sure you add comments with an explanation and description of any corrective action(s) taken or needed to be taken and explain any "NO" responses. Mark "N/A" for any questions that do not apply.

1. A 36" clearance is maintained in front of all electrical panels?

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

2. Electrical cords and plugs are in good condition not frayed or taped?

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

3. Surge protectors are in place for all computer equipment?

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

Safety Inspection - Garages, Workshops and Other Facilities

4. Extension cords being used are in good condition and approved for what they are being used for? (Multiple extension cords cannot be connected in a series.)

☐ No - they are not used

☐ Yes - they are used and they are in good condition

Comments/Corrective Action

5. Wall plates are in place over outlets and switches?

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

6. Electrical wiring, fixtures and equipment used outdoors is approved for exterior, wet environments and is protected by ground fault circuit interrupters (GFCI)?

☐ Yes

☐ N/A

☐ No - please explain and address corrective action taken

Safety Inspection - Garages, Workshops and Other Facilities

7. Tools and Equipment

This section covers the use of common, miscellaneous tools and equipment.

Please inspect all work areas in your respective department/division/work area and respond to the following questions. Make sure you add comments with an explanation and description of any corrective action(s) taken or needed to be taken and explain any "NO" responses. Mark "N/A" for any questions that do not apply.

1. Tools and equipment are in good condition, kept clean and properly maintained?

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

2. Are signs posted to keep unauthorized personnel out of machine/garage areas?

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

3. Only Type I and Type II rated ladders are utilized and are labels are in place?

Type I - Heavy Duty Rating; 250lb load capacity

Type II - Medium Duty Rating; 225lb load capacity

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

Safety Inspection - Garages, Workshops and Other Facilities

4. Appropriate safety guards are in place, secure and arranged to prevent contact and hazards?

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

5. Grinding wheel guards are in place and adjusted properly (tool/work rest 1/8 inch, tongue guard 1/4 inch)?

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

6. Operating permits for all air compressors are current and posted?

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

7. Is equipment and machinery securely placed and anchored when necessary to prevent tipping or other movement that could result in injury?

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

Safety Inspection - Garages, Workshops and Other Facilities

8. Welding Operations

This section covers all welding operations and is specific to those departments/facilities that perform those operations.

Please inspect all work areas in your respective department/division/work area and respond to the following questions. Make sure you add comments with an explanation and description of any corrective action(s) taken or needed to be taken and explain any "NO" responses. Mark "N/A" for any questions that do not apply.

* **1. Do the operations/facilities covered by this inspection perform welding operations of any type? If the answer is "NO", scroll down and hit "NEXT" to go to the next section.**

☐ Yes

☐ No

2. Compressed gas cylinders are secured in an upright position with chains or straps?

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

3. Welding ventilation systems are operational, clean and are filters regularly changed?

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

4. Welding curtains are available and used when appropriate?

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

Safety Inspection - Garages, Workshops and Other Facilities

5. Are signs reading: DANGER NO-SMOKING, MATCHES OR OPEN FLAMES, or the equivalent posted?

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

Safety Inspection - Garages, Workshops and Other Facilities

9. Park Sites

This section is specific to park sites and would not apply to any other type of facility.

Please inspect all work areas in your respective department/division/work area and respond to the following questions. Make sure you add comments with an explanation and description of any corrective action(s) taken or needed to be taken and explain any "NO" responses. Mark "N/A" for any questions that do not apply.

- ★ **1. Does this inspection involve a park location? If the answer is "NO", scroll down and hit "NEXT" to go to the next section.**

☐ Yes

☐ No

- 2. Are City-owned fences intact and in good condition (no sharp points or protruding wires)?**

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

- 3. Are all picnic tables and benches sturdy and in good condition (no protruding nails, screws or splinters)?**

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

- 4. Is all play apparatus sturdy, in good condition and in compliance with all Federal, State, and local playground safety laws and regulations?**

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

Safety Inspection - Garages, Workshops and Other Facilities

5. Are all bleachers sturdy and in good condition (no protruding screws, metal points or splinters)?

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

6. Are all play surfaces where children might land/fall unobstructed by rocks or other items that could cause injury?

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

7. Are all shade structures sturdy and in good condition?

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

8. Are all trees properly pruned and free of hazards?

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

Safety Inspection - Garages, Workshops and Other Facilities

9. Are all BBQ's firmly attached and in good condition?

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

10. Are all other structures sturdy and in good condition (flag poles, memorial walls, soccer goals, backstops, etc.)?

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

11. Are all electrical outlets covered by plates?

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

12. Do light fixtures have clean lenses and are they operating properly?

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

Safety Inspection - Garages, Workshops and Other Facilities

13. Do electrical panels have 36" of unobstructed access?

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

14. Are restrooms cleaned regularly and adequately supplied?

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

15. Are walkways free of trip hazards and/or hazardous debris?

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

Safety Inspection - Garages, Workshops and Other Facilities

10. Aquatic Facilities

This section covers aquatic facilities and is specific to those operations.

Please inspect all work areas in your respective department/division/work area and respond to the following questions. Make sure you add comments with an explanation and description of any corrective action(s) taken or needed to be taken and explain any "NO" responses. Mark "N/A" for any questions that do not apply.

- ★ **1. Do the operations/facilities covered by this inspection include aquatic operations? If the answer is "NO", scroll down and hit "NEXT" to go to the next section.**

☐ Yes

☐ No

- 2. Is the pool chemistry currently balanced?**

☐ Yes

☐ No - please explain and address corrective action to be taken

- 3. Is the chemical log up to date? Chemical tests must be conducted every two hours.**

☐ Yes

☐ No - please explain and address corrective action to be taken

- 4. Are the shade structures in good condition (no sharp edges, protruding wires, loose tie downs, etc.)?**

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

Safety Inspection - Garages, Workshops and Other Facilities

5. Is the water slide in good working condition (as recorded in the daily slide inspection binder)?

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

6. Are the diving boards in good condition (no sharp edges, no slick surfaces on the board, no loose bolts, etc.)?

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

7. Are the in-pool lights working and in good repair?

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

Safety Inspection - Garages, Workshops and Other Facilities

11. Fire Station Facilities

This section covers fire station facilities and is specific to those operations.

Please inspect all work areas in your respective department/division/work area and respond to the following questions. Make sure you add comments with an explanation and description of any corrective action(s) taken or needed to be taken and explain any "NO" responses. Mark "N/A" for any questions that do not apply.

- ★ **1. Does this inspection pertain to one of the City's fire stations or the fire training center? If the answer is "NO", scroll down and hit "NEXT" to go to the next section.**

☐ Yes

☐ No

- 2. Are electrical service conductors located underground or elevated at no less than ten (10') feet above grade, sidewalks, or platforms; fifteen (15') feet above driveways; three (3') feet from windows, doors, porches; and is there adequate clearance from roof?**

☐ Yes

☐ N/A

☐ No - please explain and address corective action to be taken

- 3. Are warning signs posted to prevent unqualified personnel from coming in contact with the service conductors?**

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

- 4. Is the main disconnect grounded and equipped with over current protection?**

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

Safety Inspection - Garages, Workshops and Other Facilities

5. Are circuit breakers clearly identified as open or closed and are extra fuses available where fuses are used?

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

6. Is there adequate illumination in and around the apparatus floor?

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

7. Are light fixtures within the apparatus room installed and maintained in accordance with instructions?

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

8. Are light fixtures and electrical equipment protected from physical damage?

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

Safety Inspection - Garages, Workshops and Other Facilities

9. Is communication equipment and antennas in good, working condition?

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

10. Are sleeping quarters separated from vehicle storage areas by one hour fire resistive construction and assemblies?

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

11. Are kitchen sinks prohibited from use to decontaminate personnel or equipment?

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

12. Are counter tops, chopping blocks, and other food handling surfaces clean, smooth, and free of breaks, open seams, cracks, chips, pits, and other imperfections?

☐ Yes

☐ N/A

☐ No - please review and address corrective action to be taken

Safety Inspection - Garages, Workshops and Other Facilities

13. Are perishable foods such as milk, milk products, eggs, meat, poultry, fish, etc., maintained at a temperature of 10 degrees or less?

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

14. Are toilet facilities adequate for the number of personnel within the facility?

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

15. Are lavatories adequately supplied with soap/cleansing agents, hand towels or warm air blowers?

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

16. Are lavatory sinks and showers equipped with hot and cold running water and are these facilities in good working condition?

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

Safety Inspection - Garages, Workshops and Other Facilities

17. Do floors in and around shower areas have adequate drainage?

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

18. Is the exhaust on the clothes dryer(s) properly vented to the outside of the facility?

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

19. Are fire department facilities provided with two separate exits remote from each other and arranged to minimize the possibility of both being blocked by any one single emergency or fire?

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

20. Are pole openings suitably protected with guard rails and automatic closing devices?

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

Safety Inspection - Garages, Workshops and Other Facilities

21. Are pole hole enclosures adequately illuminated with continuously lit fixtures or automatically operated upon opening the access door?

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

22. Is the base of pole equipped with appropriate landing pads designed to absorb the shock received from the landing on the floor?

☐ Yes

☐ N/A

☐ No - please explain and address corrective action to be taken

Safety Inspection - Garages, Workshops and Other Facilities

12. Other Safety Issues Not Addressed in Prior Sections of this Survey

This section is for use to identify any other safety issues or concerns not addressed elsewhere in this safety assessment.

1. Please list additional safety concerns, questions, or suggestions you might have for consideration.

CITY OF ROSEVILLE

INCIDENT REPORT FORM

☐ THEFT ☐ VANDALISM ☐ OTHER: _____

☐ DAMAGE ☐ LIABILITY ☐ REPORTED TO POLICE DEPARTMENT

INCIDENT DATE: _____ INCIDENT LOCATION: _____

DATE OF REPORT: _____ DEPT / DIV: _____

OTHER PARTY ADDRESS: _____ PH # _____

DESCRIPTION OF PROPERTY INVOLVED (MODEL, MAKE, YEAR):

PURCHASE PRICE \$ _____ REPLACEMENT PRICE \$ _____

DESCRIPTION OF INCIDENT (attach additional pages if needed):

REPAIR/REPLACEMENT BY PROPERTY FUND REQUESTED: ☐ YES ☐ NO

COMPLETED BY: _____ REVIEWED BY: _____
EMPLOYEE NAME SUPervisor NAME

RISK MANAGEMENT USE ONLY

APPROVED FOR REPLACEMENT/REPAIR: ☐ YES ☐ NO P.O. NUMBER _____

FOLLOW UP INSTRUCTIONS: _____

NOTE: USE THIS FORM ONLY FOR INCIDENTS WHICH DO NOT INVOLVE VEHICLE OR EQUIPMENT ACCIDENTS.

VEHICLE / EQUIPMENT ACCIDENT REPORT

Risk Management - 774-5202 • Police - 774-5123

EMPLOYEE INFORMATION

Employee / Operator Name _____ Dept. / Division: _____ Ext: _____

Supervisor: _____

City Vehicle Number: _____ Year / Make: _____ License Plate: _____

Vehicle Damage: _____ Vehicle Towed: ☐ Yes ☐ No

Passengers: ☐ Yes ☐ No If Yes, state name / address/ phone: _____

Injuries: ☐ Yes ☐ No If Yes, state injury: _____

OTHER PARTY INFORMATION

Name: _____

Address: _____

Telephone: _____ Home _____ Work _____ Cell _____

Driver's License No: _____ Date of Birth: _____

Year / Make of Vehicle: _____ License Plate: _____

Vehicle / Property Damage: _____ Vehicle Towed: ☐ Yes ☐ No

Insurance Co. / Agent: _____ Policy #: _____

Address: _____ Phone: _____

Passengers: ☐ Yes ☐ No If Yes, passenger name / address/ phone: _____

Injuries: ☐ Yes ☐ No If Yes, state injury: _____

ACCIDENT INFORMATION

Date of Accident: _____ Time _____ a.m. / p.m.

Location: _____

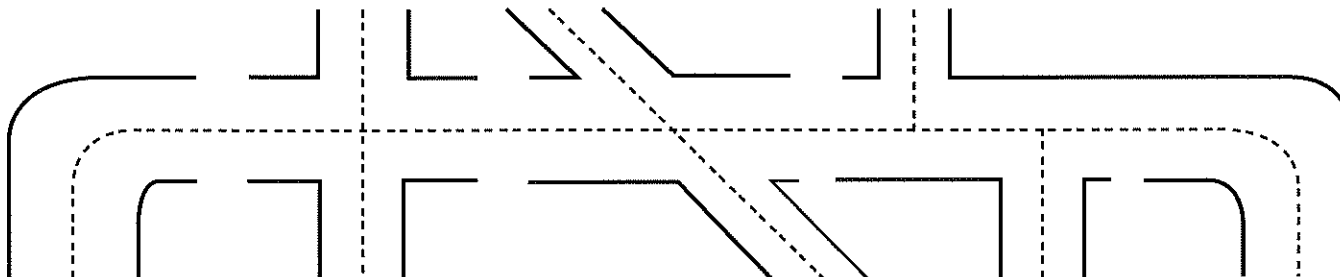
Police Notified: ☐ Yes ☐ No If Yes, Officer Name: _____ Report #: _____

Witness: ☐ Yes ☐ No If Yes, witness name / address/ phone: _____

Description of Accident: _____

ACCIDENT DIAGRAM

Complete the following diagram showing directions and positions of property involved, designating clearly the point of contact, select the street group that best represents the location of your accident, identify the streets.



Form completed by: _____ Date: _____

Supervisor: _____ Date: _____

Training Analysis

Generated By: LORRIE STEVENS

User Name:

View: All assigned training

Created on: Tuesday, May 04, 2010 11:56:55 PDT

Name	Assigned Date	Due Date	Last Completed Date	Assignment Type	Assignment Status
ILT Course:7 Habits of Highly Effective People - Associates	4/7/2009			Required	Assigned
ILT Course:Arc Flash Protection	1/1/2010			Required	Assigned
ILT Course:Attributes of Safe Behavior	6/12/2008			Recommended	Assigned
ILT Course:Back Safety	11/18/2008			Recommended	Assigned
ILT Course:Bloodborne Pathogens Certification	1/1/2010		7/9/2009	Required	Acquired
ILT Course:Chemical Safety Certification	1/1/2010		2/9/2010	Required	Acquired
ILT Course:COHE - Executing Energy Control Procedures	1/1/2010			Required	Assigned
ILT Course:COHE - Roles and Responsibilities Certification	1/1/2010		8/27/2009	Required	Acquired
ILT Course:Cold Weather	6/12/2008		1/12/2010	Recommended	Completed
Licensing:Commercial Drivers License Certification	1/1/2010		7/12/2006	Required	Acquired
Licensing:Commercial Drivers License Medical Certification	5/14/2009	4/12/2012		Required	Assigned
Licensing:Commercial Drivers License Pull Notice Certification	1/1/2010		4/19/2010	Required	Acquired
ILT Course:Confined Space Entry - 4 Hour Refresher Certification	1/1/2010		11/4/2009	Required	Acquired
ILT Course:Confined Space Entry - 8 Hour Initial	1/1/2010		11/15/2001	Required	Completed
ILT Course:Control of Hazardous Energies (COHE) Overview	1/1/2010			Required	Assigned
ILT Course:CPR - Adult Initial Certification	8/20/2009		11/19/2008	Required	Acquired

Appendix "M"

ILT Course:CPR - Adult Refresher <i>Certification</i>	8/20/2009		11/19/2008	Required	Acquired
ILT Course:Crane Certification - Fixed and Swing Cab <i>Certification</i>	3/24/2010			Required	Assigned
ILT Course:Defensive Driver <i>Certification</i>	1/1/2010		3/10/2009	Required	Acquired
ILT Course:Drug & Alcohol Policy	6/12/2008		12/19/2002	Required	Completed
ILT Course:EU Safety Solutions Program	8/7/2009			Recommended	Assigned
ILT Course:Excavation/Trenching & Shoring - Competent Person <i>Certification</i>	1/1/2010		7/14/2009	Required	Acquired
ILT Course:Fall Protection - Awareness	1/1/2010		3/26/2010	Required	Completed
ILT Course:Fall Protection - Competent Person <i>Certification</i>	1/1/2010		5/21/2009	Required	Acquired
ILT Course:Fire Extinguisher - Hands On <i>Certification</i>	8/20/2009		9/10/2003	Required	Acquired
ILT Course:Fire Extinguisher - Refresher <i>Certification</i>	8/20/2009			Required	Assigned
ILT Course:First Aid <i>Certification</i>	8/20/2009			Required	Assigned
ILT Course:Fuel Conservation Policy <i>Certification</i>	1/1/2010		8/10/2009	Required	Acquired
ILT Course:Gas Monitor Operator	1/1/2010		2/12/2003	Required	Completed
ILT Course:Hazard Communication - MSDS Review	1/1/2010			Required	Assigned
ILT Course:Hazard Communication - Right-To-Know	1/1/2010			Required	Assigned
ILT Course:HAZWOPER First Responder Technician 24 Hour Initial	1/1/2010			Required	Assigned
ILT Course:HAZWOPER First Responder Technician 8 Hour Refresher <i>Certification</i>	1/1/2010			Required	Assigned

Appendix "M"

ILT Course:Hearing Conservation <i>Certification</i>	1/1/2010		4/21/2010	Required	Acquired
ILT Course:Heat Illness Prevention Plan <i>Certification</i>	1/1/2010		6/2/2009	Required	Acquired
ILT Course:Herbicide & Pesticide Awareness	1/1/2010			Recommended	Assigned
ILT Course:ICS-100 Introduction to Incident Command System	6/12/2008			Required	Assigned
ILT Course:ICS-700 NIMS An Introduction	6/12/2008			Required	Assigned
ILT Course:Injury Illness Prevention Program	6/12/2008		10/21/2008	Required	Completed
ILT Course:Injury Illness Prevention Program - EUD	6/12/2008		10/21/2008	Required	Completed
ILT Course:Ladder Safety <i>Certification</i>	1/1/2010			Required	Assigned
Course:Medical Marijuana Notice	1/1/2010	1/31/2010	12/18/2009	Required	Completed
ILT Course:Off-Road Vehicle Idling Policy <i>Certification</i>	1/1/2010		8/10/2009	Required	Acquired
ILT Course:Power Tools Hands-On	1/1/2010			Required	Assigned
ILT Course:Powered Industrial Truck Operator - Forklift Certification <i>Certification</i>	10/13/2009			Required	Assigned
ILT Course:Powered Industrial Truck Operator - Forklift Recertification <i>Certification</i>	10/13/2009			Required	Assigned
ILT Course:PPE - Hand Protection & Glove Use	1/1/2010		5/5/2009	Recommended	Completed
ILT Course:Pre-Trip Vehicle Inspection <i>Certification</i>	1/1/2010			Required	Assigned
ILT Course:Preventing Workplace Harassment	8/26/2009			Required	Assigned
ILT Course:Respiratory Protection - Fit Testing <i>Certification</i>	1/1/2010		2/12/2010	Required	Acquired
ILT Course:Respiratory Protection - Medical Evaluation <i>Certification</i>	1/1/2010		1/12/2005	Required	Acquired

Appendix "M"

ILT Course:Respiratory Protection Air Purifying Respirator Annual Refresher <i>Certification</i>	1/1/2010			Required	Assigned
ILT Course:Respiratory Protection Air Purifying Respirator Initial Training <i>Certification</i>	1/1/2010			Required	Assigned
ILT Course:Stormwater Compliance - Municipal Operations	6/12/2008			Recommended	Assigned
ILT Course:Traffic Control & Flagging Initial <i>Certification</i>	1/1/2010		4/20/2009	Required	Acquired
ILT Course:Traffic Control & Flagging Refresher <i>Certification</i>	1/1/2010		5/22/2008	Required	Acquired
ILT Course:Truck Maintenance & Cleaning	1/1/2010			Recommended	Assigned
ILT Course:USA Marking - Awareness <i>Certification</i>	1/1/2010			Required	Assigned
ILT Course:USA Marking - Qualified <i>Certification</i>	12/9/2008			Required	Assigned
ILT Course:Violence in the Workplace	6/12/2008		10/21/2003	Required	Completed
ILT Course:Wet & Inclement Weather	1/1/2010			Recommended	Assigned
ILT Course:Writing Energy Control Procedures & Checklist for Horizontal Pressurized Assets Workshop	4/5/2010			Required	Assigned



MV TRANSPORTATION, INC.

Safety Policy Manual



We provide freedom.™



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Commitment to Safety

Providing the highest level of safety for all MV Transportation employees, passengers, and the communities we serve is our core operating value. Safety is at the forefront of delivering the *Best Customer Experience* and is the first of our key components of successful performance.

Doing work safely must be the foundation of all operational activities. Safety standards will never be compromised, subordinated or diminished by any other goal. Safety is the process that drives all functions and activities and is at the center of everything we do at MV Transportation.

MV Transportation is committed to being the safest organization possible and is committed to an incident and injury free workplace and security excellence. We will review and continually improve our practices to continuously drive improvements in safety, health, environmental, and security performance.

Accountability is fundamental to our mission. Every individual at MV is responsible for working and acting safely and embracing safety as a lifestyle. Compliance with this Commitment, applicable laws, and other requirements is the responsibility of every employee and contractor acting on our behalf.

Safety leadership is a core responsibility of management and is the company's most important management value. Managers at all levels will set the standard in our industry, from the Chief Executive Officer to the first-level supervisor.

Every employee is responsible to:

- Promote and maintain a safe work environment for all personnel and our passengers.
- Act consistently to influence safe behaviors and eliminate unsafe behaviors, actions and decisions.
- Go above and beyond the minimum safety standards of his / her job.
- Directly participate in all aspects of our safety program.
- Abide by all applicable safety rules and regulations.
- Work with management to decrease our exposure to risk.
- Immediately report all incidents/accidents and hazards.
- Complete all assigned safety training programs to continuously enhance safety skillset.
- Intervene in an activity if it is observed that its being conducted with an unacceptable level of risk.
- Encourage and reinforce the safe behaviors of others.
- Resolve circumstances responsibly that require corrective action.
- Insist upon an unwavering commitment to safety.

MV leadership is committed to supporting this statement with the resources and accountability necessary to achieve safety excellence.

Tom Egan
Chief Executive Officer

Mark Collins
President and Chief Operating Officer

MV TRANSPORTATION, INC. CORPORATE POLICY STATEMENT

General policies of MV Transportation, Inc. are issued from time to time and are designed to provide general guidance to company managers in the conduct of the business. Policies may, from time to time, become dated or may no longer apply. In the event of questions, the policy should be referred to the General Counsel for interpretation. In the event a policy conflicts with the law, regulation or the terms of a contract with a customer, the policy will be subordinate to such law, regulation or contract term. Policies are only effective on the written approval of the Chief Executive Officer.

Safety Policy S-1 INCIDENTS - DETERMINING PREVENTABILITY

SCOPE: This policy affects all employees who operate Company vehicles or perform work on behalf of the company.

PURPOSE: The purpose of this policy is to provide a standard to evaluate each incident according to our Defensive Driving or Safe Work Standards so that errors made in either driver performance or safe work practices will be recognized and corrected during retraining.

POLICY: It is the policy of this Company that each incident be evaluated on an individual, objective basis using the guidelines outlined here. MV Transportation, Inc. adheres to a very strict interpretation of the definitions of preventability and defensive driving. Realistically speaking, most incidents can be prevented by our drivers/employees through diligent application of our driving standards and safe work practices. MV drivers and employees are held to a high standard of care by the law and Company practice.

1.1 Definition of Preventable Incident – an incident where the driver could have, but failed, to properly identify an incident-producing situation soon enough to take reasonable and prudent action to avoid a collision or an injury.

2.2 Definition of Defensive Driving - to drive in such a manner as to identify incident-producing situations soon enough to take reasonable and prudent action to avoid a collision. This is the MV Standard of Safe Driving Performance

WORKPLACE INCIDENTS

The following considerations apply to workplace incidents that cause (or could have caused) injury to either the employee or bystanders/other persons.

Considerations

Unsafe Acts: • Unauthorized operation of equipment • Unauthorized performance of a job or task • Running - Horse Play • Not following established procedures • Bypassing or failure to use safety devices • Not using protective equipment • Under influence of drugs or alcohol	Unsafe Conditions: • Ergonomic hazards • Environmental hazards • Inadequate housekeeping • Blocked walkways • Improper or damaged Personal Protective Equipment (PPE) • Inadequate machine guarding • Inadequate maintenance of machines or tools
Non-preventable if: • Mechanical defect in a machine or tool which could not have been detected or foreseen by the operating employee or through routine maintenance.	Preventable if: • Incident or injury can be attributed to an unsafe act or unsafe condition. • Employee performed a job or task for which he/she was either not trained or inadequately trained (would be a failure in the supervisory/training process). • Incident or injury occurred due to employee's failure to use (or improper use of) personal protective equipment. • Incident or injury occurred due to employee's use or attempted use of a vehicle, machine or tool that he/she knew was defective. • Employee's abuse of a machine or tool was such that it rendered the tool or machine defective.

VEHICLE INCIDENTS

A. Struck in Rear by Other Vehicle:

<u>Non-Preventable if:</u> • Driver's vehicle was legally and properly parked. • Driver was proceeding in his own lane of traffic at a safe and lawful speed. • Driver was stopped in traffic due to existing conditions or was stopped in compliance with traffic sign or signal or the directions of a police officer or other person legitimately controlling traffic. • Driver was in proper lane waiting to make turn.	<u>Preventable if:</u> • Driver was passing slower traffic near an intersection and had to make sudden stop. • Driver made sudden stop to park, load, or unload. • Driver rolled back into vehicle behind while starting on grade. • Driver made sudden stop to avoid striking other vehicle in the rear.
--	--

B. Struck While Parked: Non-Preventable if:

- Driver was properly parked in a location where parking was permitted.
- Vehicle was protected by emergency warning devices as required by DOT and state regulations or if driver was in the process of setting out or retrieving signals. These provisions shall apply to the use of the turn signals as emergency warning lights under DOT regulations.

C. Incidents at Intersections: Preventable if:

- Driver failed to control speed so that he could stop within available clear sight distance.
- Driver failed to check cross-traffic and wait for it to clear before entering intersection.
- Driver pulled out from side street in the face of oncoming traffic.
- Driver collided with person, vehicle, or object while making right or left turn.
- Driver collided with vehicle making turn in front of him.

D. Striking Other Vehicle in Rear: Preventable if:

- Driver failed to maintain safe following distance and have his vehicle under control.
- Driver failed to keep track of traffic conditions and note slowdowns.
- Driver failed to ascertain whether vehicle ahead was moving slowly, stopped, or slowing down for any reason.
- Driver misjudged rate of overtaking.
- Driver came too close before pulling out to pass.
- Driver failed to wait for car ahead to move into the clear before starting to move.
- Driver failed to leave sufficient room for passing vehicle to get safely back in line.
- Driver was over-driving his vision.

E. Sideswipe and Head-on Collisions: Preventable if:

- Driver was not entirely in his proper lane of travel.
- Driver did not pull to his right and slow down and stop for vehicle encroaching on his lane of travel when such action could have been taken without additional danger. (Buses with passengers should not run off the road.)

F. Squeeze Plays and Blackouts: Preventable if:

- Driver failed to yield right-of-way when necessary to avoid an accident.
- Driver failed to properly position vehicle in preparation for the turn

G. Backing Incidents: Preventable if:

- Driver backed up when backing could have been avoided by better planning of his route.
- Driver backed into traffic stream when such backing could have been avoided.
- Driver failed to get out of vehicle and check proposed path of backward travel.
- Driver failed to get out of vehicle periodically and recheck conditions when backing a long distance.
- Driver failed to sound horn and turn on 4-way flashers prior to and while backing.

H. Incidents Involving Rail-Operated Vehicles: Preventable if:

- Driver attempted to cross tracks directly ahead of train or streetcar.
- Driver ran into side of train or streetcar.
- Driver stopped or parked on or too close to tracks.
- Driver disregarded warning lights or devices.
- Driver failed to stop at crossing as required by regulations.

I. Incidents While Passing: Preventable if:

- Driver passed where view of road ahead was obstructed by hill, curve, vegetation, traffic, adverse weather conditions, etc.
- Driver attempted to pass in the face of closely approaching traffic.
- Driver failed to warn driver of vehicle being passed (e.g. horn, and/or turn signal indicators).
- Driver failed to signal change of lanes.
- Driver pulled out in front of other traffic over-taking from rear.
- Driver cut-in short returning to lane of travel.

J. Incidents While Being Passed: Preventable if:

- Driver failed to stay in his own lane and hold speed or reduce it to permit safe passing.

K. Incidents While Entering Traffic Stream: Preventable if:

- Driver failed to signal when pulling out from curb.
- Driver failed to check traffic before pulling out from curb.
- Driver failed to look back to check traffic if he was in position where mirrors did not show traffic conditions.
- Driver attempted to pull out in a manner that forced other vehicle(s) to change speed or direction.
- Driver failed to make full stop before entering from side street, alley or driveway.
- Driver failed to make full stop before crossing sidewalk.
- Driver failed to yield right-of-way to approaching traffic.

L. Pedestrian Incidents: Preventable if:

- Driver did not reduce speed in area of heavy pedestrian traffic.
- Driver was not prepared to stop.
- Driver failed to yield right-of-way to pedestrian.

M. Mechanical Defects Incidents: Preventable if:

- Defect was of a type which driver should have detected in making pre-trip or enroute inspection of vehicle.
- Defect was of a type which driver should have detected during the normal operation of the vehicle.
- Defect was caused by driver's abusive handling of the vehicle.

N. All Types of Incidents: Preventable if:

- Driver was not operating at a speed consistent with the existing conditions of road, weather and traffic.
- Driver failed to control speed so that he could stop within assured clear distance.
- Driver misjudged available clearance.

- Driver failed to yield right-of-way to avoid accident.
- Driver failed to accurately observe and recognize potentially existing hazardous conditions or events that could produce an accident.
- Driver was in violation of Company operating rules or special instruction, the regulations of any federal or state regulatory agency, or any applicable traffic laws or ordinances.

Date Filed / Revision Date	Description of Change



MV TRANSPORTATION, INC. CORPORATE POLICY STATEMENT

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Safety Policy S-2

BLOODBORNE PATHOGENS AND OTHER INFECTIOUS AGENTS EXPOSURE CONTROL PLAN

SCOPE: The Bloodborne Pathogens standard applies to all workers who have the potential of becoming exposed to blood or other body fluids as a routine part of their assigned jobs, such as healthcare workers, law enforcement officers, firefighters, jailers, funeral homes employees, workers at uncontrolled hazardous waste remediation sites, and designated first aid responders (must have a certificate of training). In regard to MV Transportation, Inc. (MVT), this policy applies to all MVT employees and contractors on two levels:

- 1) Those with a reasonable expectation of occupational exposure as a routine part of their assigned jobs, such as those occupations mentioned in the above paragraph, for whom contact with human body fluids occurs as a result of their daily functions / operations.
- 2) All MVT employees are considered to have little chance of occupational exposure. "Good Samaritans" acts performed by undesignated individuals are not covered by the standard, but undesignated first aid responders (such as drivers, road supervisors, office personnel, and all levels of management), need to know exposure controls anyway, to protect themselves if they voluntarily respond in the event of an emergency either on or off the job or are involved in an incident.

In case of emergencies/incidents, all MVT employees should avoid personal involvement and first-hand exposure whenever possible, by calling appropriate health or law enforcement personnel (911) instead. If they do become exposed to bloodborne pathogens, they will be offered the "Hepatitis-B" vaccine no later than 24 hours after the exposure, as per OSHA requirements (See the "Hepatitis B Vaccine" section of this policy).

NOTE: All employees will have training in handling people and incidents involving body fluids from which, by definition, there is any chance of becoming infected with HIV (AIDS virus) or HBV (hepatitis B).

PURPOSE: The guidelines in this policy are designed to control exposure to bloodborne pathogens or infectious agents which might normally occur in the event of an incident involving extensive bleeding or release of other body fluids and constitutes MV Transportation's Exposure Control Cleanup Plan, as specified in 29 CFR 1910.1030, Bloodborne Pathogens.

POLICY: It is the policy of this Company to limit exposure to body fluids to employees and contractors. All employees who could potentially have contact with the body fluids of others will be trained in identifying Bloodborne Pathogen Hazards and preventing exposure to such hazard, as well as in handling clean-up of spills as required. Training will be provided by safety supervisors with guidance from Corporate Safety.

It is further the policy of this Company to be in full compliance with OSHA standard 1910.1030.

RESPONSIBILITY:

It is the responsibility of all Supervisors and Managers to ensure their respective areas of responsibility and/or locations are in compliance with this policy.

PROCEDURES:

Training: Training for all employees will be conducted prior to initial assignment to tasks where incidental occupational exposure may occur.

Training for employees, via video presentation, handouts, and policy manual, will include the following with an explanation of:

1. The OSHA standard for Bloodborne Pathogens.
2. Modes of transmission of bloodborne pathogens.
3. This Exposure Control Plan, (i.e. points of the plan, lines of responsibility, how the plan will be implemented, etc.).
4. Procedures which might cause exposure to blood or other potentially infectious materials at Company locations.
5. Control methods which will be used at locations to control exposure to blood or other potentially infectious materials (via use of record- keeping forms).
6. Personal protective equipment available at locations and who should be contacted concerning use.
7. Post Exposure evaluation and follow-up.
8. Signs and labels used.
9. Hepatitis B vaccine program.

All employees will participate in annual refresher training. Those employees who have not received training will not be permitted to work in clean up areas or other locations where body fluids may exist. Training will be conducted using video tapes, written material, etc.

Exposure Determination

All employees and contractors who work in potentially occupationally exposed areas will receive training on avoiding exposure to body fluids which could potentially contain pathogens. By definition, this category includes but is not limited to janitors, security guards and certain maintenance personnel such as bus cleaners who may come in contact with fluids during the clean-up process.

COMPLIANCE METHODS:

"Universal precautions" will be observed at MV Transportation locations and in buses in order to prevent contact with blood or other potentially infectious materials. All blood or other potentially infectious material will be considered infectious regardless of the perceived status of the source individual.

Engineering and work practice controls will be utilized to eliminate or minimize exposure to employees at this facility. Where occupational exposure remains after institution of these controls, personal protective equipment shall also be utilized. All controls will be reviewed by supervisors to be sure controls are effective, there is understanding by employees or contractors and compliance is in place.

Handwashing facilities must be available to the employees who incur exposure to blood or other potentially infectious materials. Antiseptic cleaner or towelette should be available and hands washed immediately after handling body fluids. Soap and water work just as well.

If personal protective gloves are worn, employees shall wash hands and any other potentially contaminated skin area immediately or as soon as feasible with soap and water.

If employees incur exposure to their skin or mucous membranes, then those areas shall be washed or flushed with water, as appropriate, as soon as feasible following contact.

Work Area Restrictions

In work areas where there is a reasonable likelihood of exposure to blood or other potentially infectious materials, employees are not to eat, drink, apply cosmetics or lip balm, smoke, or handle contact lenses. Food and beverages are not to be kept in refrigerators, freezers, shelves, cabinets, or on counter tops or bench tops where blood or other potentially infectious materials are present.

All procedures will be conducted in a manner which will minimize splashing, spraying, splattering, and generation of droplets of blood or other potentially infectious materials.

Contaminated Equipment

Equipment which has become contaminated with blood or other potentially infectious materials shall be examined prior to servicing and shall be decontaminated as necessary unless the decontamination of the equipment is not feasible. This process includes buses/vehicles which have been involved in accidents. Spills must be cleaned with soap and water. The area then can be sprayed with bleach solution (1-part household bleach to 10 parts of water).

Personal Protective Equipment (PPE)

Personal protective equipment will be provided without cost to employees. Personal protective equipment will be chosen based on the anticipated exposure to blood or other potentially infectious materials. For cleaning buses or other areas, protective clothing will be provided to employees.

Personal Protective Equipment:

- Face Shield
- Rubber Gloves
- Utility Gloves

All personal protective equipment will be cleaned, laundered, and disposed of by MVT. All garments which are penetrated by blood shall be removed immediately or as soon as feasible. All personal protective equipment will be removed prior to leaving the work area. Gloves shall be worn where it is reasonably anticipated that employees will have hand contact with blood, other potentially infectious materials, non- intact skin, and mucous membranes. Gloves will be used for cleaning body fluids from buses/vehicles or other locations.

Disposable gloves are not to be washed or decontaminated for re-use and are to be replaced as soon as practical when they become contaminated or as soon as feasible if they are torn, punctured, or when their ability to function as a barrier is compromised. Utility gloves may be decontaminated for re-use provided that the integrity of the glove is not compromised. Utility gloves will be discarded if they are cracked, peeling, torn, punctured, or exhibit other signs of deterioration or when their ability to function as a barrier is compromised.

Masks in combination with eye protection devices, such as goggles or glasses with solid side-shield, or chin-length face shields, are required to be worn whenever splashes, spray, splatter, or droplets of blood or other potentially infectious materials may be generated and eye, nose, or mouth contamination can reasonably be anticipated. Such protection is required when cleaning body fluids following an accident or in any other spill area.

All contaminated work surfaces will be decontaminated after completion of procedures and immediately or as soon as feasible after any spill of blood or other potentially infectious materials, as well as the end of the work shift if the surface may have become contaminated since the last cleaning. All bins, pails, cans, and similar receptacles shall be inspected and decontaminated monthly under strict supervision. Any broken glassware which may be contaminated will not be picked up directly with the hands. Tongs or trash collectors will be used.

Laundry Procedures

Laundry contaminated with blood or other potentially infectious materials will be handled as little as possible. Such laundry will be placed in appropriately marked bags at the location where it was used. Such laundry will not be sorted or rinsed in the area of use.

All employees who handle contaminated laundry will utilize personal protective equipment to prevent contact with blood or other potentially infectious materials.

The laundry company used by the MVT facility with the infected garments will be advised of same by the supervisor of the shift.

Hepatitis B Vaccine

All employees who have been identified as having exposure to blood or other potentially infectious materials will be offered the Hepatitis B vaccine, at no cost to the employee. The vaccine will be offered within

10 working days of their initial assignment to work involving the potential for occupational exposure to blood or other potentially infectious materials as a routine part of their duties (see Scope, Level 1) unless the employee has previously had the vaccine or who wishes to submit to antibody testing which shows the employee to have sufficient immunity.

Employees who decline the Hepatitis B vaccine will sign the waiver

which appears in Appendix A.

Employees who initially decline the vaccine but who later wish to have it may then have the vaccine provided at no cost. Supervisors have the responsibility for assuring vaccine is offered to the employee and that he or she signs the waiver if appropriate.

The vaccine will be offered within 24 hours of the exposure to all employees who become exposed while conducting specific tasks while on duty (i.e. janitors and bus clean-up crews) or responding to emergency situations (i.e. drivers and/or terminal employees). (see Scope, Level 2).

Employees who decline the Hepatitis B vaccine will sign the waiver which appears in Appendix A.

Post-Exposure Evaluation and Follow-Up

When the employee incurs an exposure incident, it will be reported to the Risk Management and Safety Departments as soon as practically possible, but no later than 24 hours after the exposure, via the Event Notification reporting procedures.

All employees who incur an exposure incident will be offered post-exposure evaluation and follow-up in accordance with the OSHA standard.

This follow-up will include the following:

1. Documentation of the route of exposure and the circumstances related to the incident.
 - a. If possible, the identification of the source individual and the status of the source individual if available.
 - b. The blood of the source individual will be tested (after consent is obtained) for HIV/HBV infectivity
2. Results of testing of the source individual will be made available to the exposed employee with the exposed employee informed about the applicable laws and regulations concerning disclosure of the identity and infectivity of the source individual.
3. The employee will be offered the option of having their blood collected for testing of the employees HIV/HBV serological status. The blood sample will be preserved for at least 90 days to allow the employee to decide if the blood should be tested for HIV serological status. However, if the employee decides prior to that time that testing will be conducted, then the appropriate action can be taken, and the blood sample discarded.
4. The employee will be offered post-exposure prophylaxis in accordance with the current recommendations of the U.S. Public Health Service.

Interaction with Health Care Professionals

A written opinion shall be obtained from the health care professional who evaluates employees. Written opinions will be obtained in the following instances:

- a. When the employee is sent to obtain the Hepatitis B vaccine.
- b. Whenever the employee is sent to a health care professional following an exposure incident.

Health care professionals shall be instructed to limit their opinions to:

- Whether the Hepatitis B vaccine is indicated and if the employee has received the vaccine, or for evaluation following an incident

- That the employee has been informed of the results of the evaluation, and
- That the employee has been told about any medical conditions resulting from exposure to blood or other potentially infectious materials.

See Appendix E for a sample form letter to health care professionals

Recordkeeping

All records required by the OSHA standard will be maintained by local management in a file labeled specifically for that purpose.

Medical Records:

- Employee's name and social security number.
- Copy of employee's vaccination status.
- Copy of results of all examinations and tests.

In the case of post-exposure follow-up:

- Healthcare professional's written opinion.
- Information provided to healthcare professional.
- Records are kept confidential and not disclosed without employee's written consent. Employee may obtain copies of their own records.
- Records maintained for duration of employment plus 30 years.

Training Records:

- Date of training session.
- Content and summary of training.
- Name and qualifications of the trainer.
- Names and job titles of attendees.
- Records must be retained at the training site or domicile for three years.

NOTE: Any employee who has received vaccination due to an exposure must be noted on the OSHA-300 logs at the time of the occurrence, in addition to the Exposure Incident Report.

Appendices:

- Declination Statement
- Exposure incident checklist
- Exposure incident report
- Source Individual medical release / refusal form and exposed employee medical release form
- Form letter to health care provider
- OSHA BBP Standard

Date Filed / Revision Date	Description of Change

MV TRANSPORTATION, INC. CORPORATE POLICY STATEMENT

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Safety Policy S-3 ALTERING/ADDING EQUIPMENT ON VEHICLES

SCOPE: This policy applies to all employees of MV Transportation, Inc.

PURPOSE: The purpose of this policy is to prohibit the altering/modifying or adding on to any mechanical or electrical component of the bus that interferes with the safe operation of the bus without proper approval.

POLICY: It is the policy of this Company that no one will alter or disable any mechanical/electrical equipment on any bus without the express permission of the Maintenance Department, nor will drivers utilize personal electronic devices while operating buses.

PROCEDURE:

No one is to drill holes, cut into wires or otherwise alter or damage any part of the vehicle to install any electronic equipment, unless the maintenance department approves the modification. No one will remove, modify, alter or otherwise intentionally render non-functional any company-installed electronic equipment (including Video Cameras or MDT terminals)

No one is to utilize any device to override safety switches or operating equipment designed to protect MV vehicles from damage.

Anyone utilizing any device which can potentially cause damage or does damage any equipment on a bus will be subject to disciplinary action, up to and including termination.

A driver will not install a personal electronic device of any type on a Company-operated bus/vehicle nor will such equipment be utilized while operating a Company bus/vehicle. This policy includes radar detectors, citizen band (CB) radios, cellular phones or similar devices. (NOTE: this policy does not preclude a driver from carrying in his bag a cellular phone for emergency use).

This Company policy is supported by § 392.62 of the Federal Motor Carrier Safety Regulation which states, "No driver will engage in an activity tending to distract his attention from the operation of the vehicle".

The presence of earphones/listening devices for the specified electronic device in the interior of the bus will be prima facie evidence of violation of this policy.

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Safety Policy S-4 BUSES AND BACKING

SCOPE: The policy applies to all MV employees who operate buses or other revenue vehicles.

RESPONSIBILITY: The operator has the responsibility for backing safely even though backing buses have the right-of-way.

POLICY / PURPOSE: It is the policy of this company that anyone backing a vehicle will use caution and be aware of the space around the vehicle. Buses and other vehicles will be positioned, whenever possible, to require as little or no backing as necessary. It is the policy of this company that all backing is the sole responsibility of the driver at the controls.

PROCEDURE: Before backing the operator will be sure the rear-view mirrors are in proper adjustment. The operator will then:

- Walk around the vehicle and make sure the way is clear of all hazards and obstacles. Get out of the bus/vehicle and look around. Ensure nothing is blocking the view of the rear-view mirrors.
- Turn on four-way flashers.
- Sound the horn a minimum of twice to attract attention to the backing maneuver.
- Continually scan both rear-view mirrors
- Back slowly at idle speed while covering your brake backing no further than necessary.
- When using a guide to assist with backing the driver still has full responsibility for backing the safely.
- While backing if driver becomes unsure of clear path, the driver must stop, and Get Out And Look (G.O.A.L.). The driver will not move the bus/vehicle until they are sure the path is safe. This also requires driver to be aware of any overhead or sideswipe hazard clearance.

Transit Operations Backing of transit vehicles is extremely hazardous and should be avoided whenever possible. Should it be necessary to back/reverse a transit vehicle, it shall be done with a ground guide (spotter) when possible and only with prior dispatch notification and approval.

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Safety Policy S-5 BATTERY SAFETY

SCOPE: The requirements of this policy apply to all operations at MV Transportation, Inc., and especially Maintenance Facilities that involve the use, servicing, and/or storage of vehicle batteries. The requirements apply to both employees and contractors.

POLICY: It is the policy of this Company that anyone handling any batteries will follow safety regulations and Company safe work standards.

RESPONSIBILITY: The Division Maintenance Manager is responsible for ensuring the application and enforcement of all policies and procedures described in this policy. Shop Supervisors are responsible for following these procedures in their respective areas and operations.

PROCEDURE: The Division Maintenance Manager will ensure that all personnel working with batteries have received appropriate training, as described below in this policy. Only trained and authorized personnel will conduct operations in the battery shop of Maintenance Facilities.

The following practices will be observed in Maintenance Facility battery shops at all times:

1. Safety glasses or splash goggles and rubber gloves will be used for ALL battery work. Splash aprons and rubber boots shall be worn when handling or transferring electrolyte.
2. Flames and sparks (including cigarettes) are to be kept away from the vicinity of batteries and charging areas.
3. Caution must be exercised to avoid shorting of battery terminals with metal tools and objects.
4. The immediate charging area will be vented prior to charging, to remove acid vapors and gases. No work will be performed if excessive levels of acid vapors or gases are present as determined by the smell.
5. All battery storage areas will be conspicuously marked, to include signs designating them as hazardous areas.
6. Repairs to battery connections will not be made while the charging circuit is engaged.
7. Charging current will be turned off before connecting and disconnecting batteries to the charging lines.
8. Mixing Acid Solution - water will NEVER be added to an acid. Acid will be poured slowly into the water. This then becomes the acid solution product.
9. Sulfuric acid or hydrochloric acid will NOT be stored in areas where freezing temperatures are possible.
10. Acid solution will be kept at a level above the tops of the separators. Once a battery has received an initial filling of acid, clean water will be used to keep the acid above the separators.
11. The number of batteries and amount of acid will be limited to that necessary to perform a safe and effective operation.
12. Charging units will be periodically checked during operation.
13. First aid materials will be provided for neutralization of acid spills on the body. Posters and labels will clearly indicate the specific application of first aid materials.

14. Facilities shall be provided in each charging area for the rapid drenching or flushing of eyes and body. Such facilities must be capable of delivering an adequate volume of water for at least 15 minutes. The eye flush station will be flushed and tested monthly by the shop supervisors.

15. Spent batteries will be staged in an area away from heat and flames and stacked on pallets prior to disposal. Leaking batteries should be placed in special containers. Disposal will be in accordance with applicable local, state, and federal regulations through company vendors. Used batteries will not be permitted to accumulate over 30 days.

TRAINING: All battery shop personnel will be trained by supervisors or safety personnel in the specific hazards and control measures associated with battery shop operations. This training may be conducted in the classroom and on-the-job. Training will be documented regardless of how and where it is performed. Training, at a minimum, must cover the following material:

- Hazards of batteries and acid solutions
- Appropriate personal protective equipment
- Operation of the charging apparatus
- Preparation and handling of acid solutions
- Operation of venting mechanisms
- Handling acid solutions spills
- Location and use of first aid and drenching equipment
- Proper staging of spent batteries

INSPECTIONS: The Division Maintenance Manager will inspect battery shops and apparatus twice each year during general safety audits. He will also perform random inspections, as appropriate. The results of these inspections will be recorded. Division Maintenance Manager, shop supervisors, and employees are responsible for batteries and apparatus defects in their work area. Any problems must be reported to a supervisor and corrected immediately.

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Safety Policy S-6 INSPECTION REPORT - PRE-TRIP AND POST-TRIP

SCOPE: This policy applies to all employees of MV Transportation, Inc. who operate revenue vehicles.

POLICY: It is the policy of this Company that before operating a revenue vehicle for any reason, the operator shall perform a pre-trip inspection according to Part 396.13 Federal Motor Carrier Safety Regulations and will be satisfied that the bus is in safe operating condition.

RESPONSIBILITY: The Pre-Trip inspection shall include the employee review of the last Driver Vehicle Inspection Report (DVIR) to make sure any defects or deficiencies noted by the previous driver, and written on DVIR, have been repaired and the signature of the mechanic certifying the repair is written on the DVIR.

When returning a vehicle/bus to a facility, the driver will perform a post-trip inspection and complete DVIR, reporting any defects or damage that may have been found or occurred during operation, as well as other locally-required information.

NOTE:

Operators moving a bus from one location to another at a terminal or garage must be satisfied that the bus is operable and safe.

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Safety Policy S-7 BUS LOCK-OUT / TAG-OUT

SCOPE: The requirements of this section apply to all employees and contractors performing maintenance activities on MV Transportation buses in MV maintenance facilities.

PURPOSE: The purpose of this section is to establish safety procedures while working on, under, in the engine compartment, or underneath buses during repair, inspection or servicing.

POLICY: It is the policy of this Company that all Maintenance Facility Managers and Supervisors have the responsibility to ensure that all employees and contractors operating within the facility are aware of and adhere to the guidelines in this section.

PROCEDURES: All MV Transportation, Inc. employees and contractors working on, under, in the engine compartment, or underneath buses, will:

1. Place a "BUS LOCK-OUT TAG" (OR STEERING WHEEL COVER) on the steering wheel of the bus being serviced.
2. If the bus is so equipped:
 - Turn the "BATTERY DISCONNECT" switch to the OFF position with a "BUS LOCK-OUT TAG" attached during all such repair, inspection or servicing.
 - Place the "ENGINE START INTERLOCK" switch (located on the engine compartment's control panel) to the "OFF" position.
3. In vehicles equipped with ignition keys, the person working on, under, in the engine compartment, or underneath the vehicle will keep the ignition key in his/her pocket to prevent engine ignition by someone else.

When a "BUS LOCK-OUT TAG" is displayed on the steering wheel or the battery compartment of a bus, no attempt will be made to start the engine or move the bus in any manner.

Only the employee who placed the "BUS LOCK-OUT TAG" on the steering wheel or battery compartment switch may remove it.

NO ONE ELSE IS AUTHORIZED TO DO SO.

Every employee is to be issued "BUS LOCK-OUT TAGS" with their name permanently affixed.

The "BUS LOCK-OUT TAG" and the "BATTERY DISCONNECT" are to be used in combination with all other applicable safety precautions and practices

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Safety Policy S-8 BUS HEADLIGHTS - FULL TIME USE

SCOPE: This policy applies to all employees of MV Transportation, Inc. who operate buses/revenue vehicles.

POLICY: It is the policy of the Company to operate all buses/vehicles with the headlights on in the day time as well as at night to promote safety and provide increased visibility of our vehicle to other motorists.

RESPONSIBILITY: All employees who operate a bus/vehicle are required to drive with the headlights on in the low beam position during daylight hours. During hours of darkness, both high and low beams will be used as driving conditions warrant.

Headlights are not to be flashed for any purpose such as when coming up behind a vehicle. Headlights are to be turned on after starting the bus and turned off when stopping the engine.

Note: The use of running lights and/or parking lights does not fulfill the policy requirement.

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Safety Policy S-9 CELL PHONES / MOBILE COMMUNICATION DEVICE

SCOPE: This policy

PURPOSE: The purpose of this policy

POLICY: It is the policy of MV Transportation that the use of personal hand-held or hands-free mobile phones or e-mail devices while driving a company or client-owned vehicle is not permitted unless in the case of an emergency/imminent danger to life or persons. "Hands-free" earpieces (corded or wireless) shall not be worn or used at any time while driving.

While at the controls of a company vehicle or client-owned vehicle, personal mobile communication devices and hands-free devices must be "powered off" and stored out of reach of the driver.

The Company will not be liable for any sanctions or fines levied upon an employee or contractor as a consequence of non-compliance with this Policy or related local ordinances or laws.

The driver has the responsibility for compliance with this policy.

Non-compliance with this policy will be treated as a violation of company work rules in accordance with the MV Employee Handbook and shall result in discipline according to the terms and conditions contained therein.

Drivers will not use personal cellular phones while driving unless in case of "imminent danger" emergency. If there is an "imminent danger" or emergency while enroute and the driver needs to call for assistance (911), the driver can use the phone to make the initial call and then needs to pull over and stop as soon as possible in order to complete the call. Drivers will be instructed to use the dispatch center phone number as their contact number while at work. The dispatch centers will contact drivers via company radio in case of personal emergencies.

Drivers may use company-issued mobile communication devices or other "push-to-talk" devices (i.e.: Nextel radios) while driving only to the minimum extent necessary for business operations.

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Safety Policy S-10 COMPLIANCE WITH FEDERAL AND STATE SAFETY REGULATIONS

SCOPE: These regulations govern all driving and non-driving operations at MV Transportation, Inc.

POLICY: It is the policy of MV Transportation, Inc. that company operations and all personnel will comply with all applicable requirements of Title 49 Code of Federal Regulations and in particular with the Federal Motor Carrier Safety Regulations' Parts 40, 325, 382, 383, 385-387, 390-396, 399 and 640 (or their individual States' equivalent) and with the provisions of Part 1910 of the Occupational Safety and Health Administration regulations.

PROCEDURE: Personnel will refer to the Regulations for interpretation of any covered rules regarding MV Transportation, Inc. driving and maintenance operations.

The Safety Department is available to provide further assistance.

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Safety Policy S-11 COMPRESSED GASES - HANDLING & STORAGE

SCOPE: This policy applies to operations which involve the storage, use or handling of compressed gases or compressed gas cylinders.

POLICY: It is the policy of MV Transportation, Inc. that all employees comply with all applicable regulations promulgated by the Department of Transportation (DOT), or the Occupational Safety and Health Administration (OSHA).

RESPONSIBILITY: It is the responsibility of General Managers and Maintenance Managers to ensure that all MV Transportation, Inc. employees conform to established safe work practices when working with or handling compressed gases.

PROCEDURE: The following safe work practices are required for handling compressed gas containers:

Identification & Labeling:

1. Compressed gas containers must be labeled as required by DOT and OSHA.
2. No one will accept improperly marked or labeled cylinders.
3. MV employees are not to tamper with, deface, or remove any cylinder markings or labels. This does not include the use of special tags which indicate whether the cylinder is empty, full, or partially filled.
4. Color must not be used as the primary means of identifying cylinders. Although suppliers often paint cylinders for quick identification, MV employees should always examine the cylinder markings and labels before use.
5. A cylinder with illegible markings and labels will not be used. It should be separated from the other cylinders and returned to the supplier.

Cylinder Maintenance and Repair:

1. MV employees will not perform any maintenance or repair on cylinders.
2. MV employees shall not tamper with, obstruct, or remove any part of the cylinder, including pressure relief devices, container valves, or valve protection devices.

Proper Handling Practices:

1. Cylinders will never be used as supports or rollers.
2. Cylinders will not be placed or used in a manner which would make them part of an electrical circuit.
3. Cylinders will not be exposed to extreme heat or cold.
4. Cylinders that are leaking or damaged will not be shipped. In these cases, the supplier should be asked for advice.
5. If the cylinder or valves are significantly corroded, the gas supplier will be contacted for advice.
6. Cylinders will be refilled only with their original contents.
7. Cylinders will not be rolled while lying down, nor shall they be dragged. Suitable hand trucks should be used to transport cylinders.

8. Cylinder caps will not be used for lifting cylinders.
9. Container valves must be closed when not in use.
10. Valves will be opened slowly. Wrenches should not be used on valves, unless specifically designed for that application. Valves should not be hammered or forced.
11. All piping, hoses, and other connections will be gas tight.
12. Cylinders should not be completely emptied. Cylinders should be removed from service when they have approximately 20 psi pressure remaining.
13. The cylinder valve must be closed before removing a regulator.
14. ONLY regulators and hoses approved for a specific gas shall be used with that gas.
15. Hoses and connectors shall not be interchanged among different gases, unless approved by the gas supplier.

General Storage Requirements:

1. Cylinders will be separated by type.
2. Empty containers will be separate from full ones.
3. Oxidizers will not be stored next to flammables.
4. Cylinders will not be exposed to excessive moisture, salt, corrosive chemicals or fumes.
5. Storage in the sun is allowed, provided that extreme temperatures do not prevail, and the supplier does not recommend against such a practice.
6. Containers shall be surrounded by a locked fence, wall, or other barrier, that will prevent tampering and damage.
7. Cylinders must not obstruct exits.
8. All cylinders will be protected from falling and be secured with chain.
9. Cylinders will be stored valve up.
10. Oxygen acetylene cylinders (Or Other Fuel Gas) are not to be stored together unless separated by a 1-hour fire resistant wall, i.e. 1/2" thick steel plate.
11. All oxygen acetylene cylinders must be chained to cart.
12. When not in use, valves will be turned off at cylinders.

Storage of Flammable Gases:

1. Flammable gases present increased hazards of fire and explosion. Such gases used by Greyhound include propane and acetylene. The following practices shall be observed for the storage and handling of compressed flammable gases:
 2. NO SMOKING signs shall be posted at the entrance to the storage area.
 3. Flammable gases shall be separated from oxidizers.
 4. Cylinders must be kept at least 20 feet from flammable liquids, highly combustible materials, and ignition sources.
 5. Spark-proof tools will be used for work on cylinder and piping connections.
 6. Quantities stored will be in compliance with local fire codes.

7. The storage area will be well-ventilated.
8. Approved portable fire extinguishers will be present.

Storage of Oxidizers:

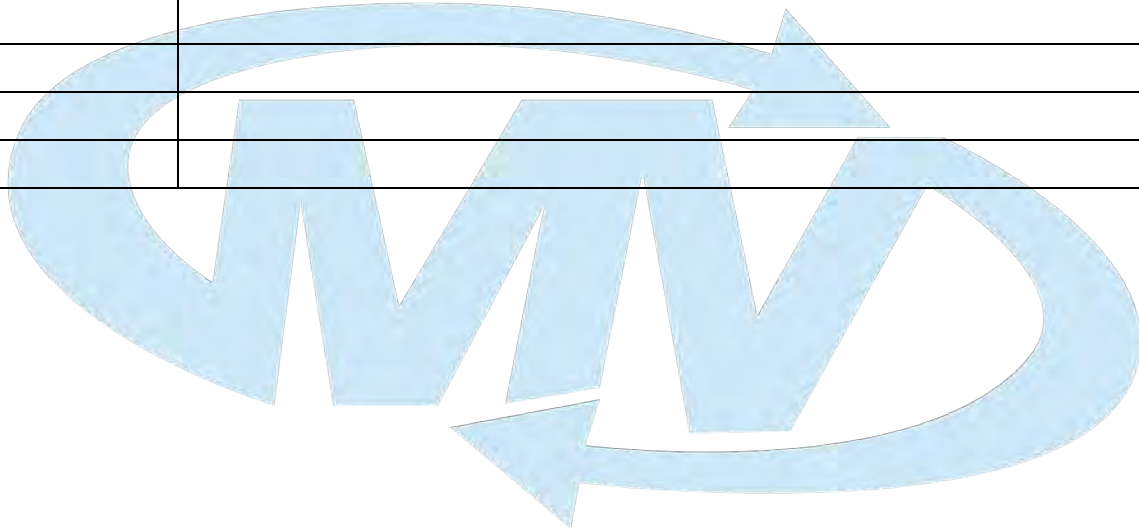
1. Oxidizers will be separated from flammable and combustible materials.
2. Oil or grease will not be allowed to contaminate the cylinder, nor allowed to accumulate in the storage area.
3. Storage areas will be well ventilated.

INSPECTIONS:

Department supervisors are responsible for performing daily checks of compressed gas cylinders and storage areas. These daily checks need not be recorded.

Employees are responsible for examining cylinders and connections before use. Any problems should be reported to the supervisor immediately.

Date Filed / Revision Date	Description of Change



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Safety Policy S-12 DRIVER REFRESHER TRAINING

SCOPE: This policy applies to all employees of MV Transportation, Inc. who operate buses or other revenue vehicles

POLICY: All MV operators will receive refresher or remedial training, as necessary, throughout their employment with the Company. This training will be conducted as outlined below and documented in local personnel files and training records using the Driver Refresher Training Report Form.

Only qualified personnel (General Managers, Operations Supervisors, Safety Managers, or Driver Instructors/BTWs) will administer driver refresher training courses. Under no circumstances will any driver be allowed to return to driving duties unless they demonstrate full proficiency in all applicable driving performance tasks

I. Refresher or Remedial training is mandatory under the following conditions:

- A. Return To Work (from inactive status) – Required when a driver/operator returns from “inactive” status (from a period of 30 days or more). In these cases, the driver must receive a one-day/8 hours “general purpose” refresher training designed to remind the driver of the general standards and defensive driving guidelines in effect at MVT and to ensure his/her proficiency.
- B. Post Accident / For cause – Required after every “preventable” accident, or whenever mandated by management for retraining / corrective purposes.
- C. Seasonal – Required annually at all divisions operating in seasonal adverse weather environments (i.e.: Winter driving, onset of adverse weather, etc.).
- D. Biannually – At a minimum of every two years, each driver/operator shall receive a “general purpose” refresher training designed to
- E. remind the driver's of MVT driving standards and validate the driver's proficiency with MVT defensive driving requirements.

II. Course content:

A. Return To Work: This refresher is mandatory for any driver who has been away from work for 30 days or more (sick leave, family leave, furlough, worker's compensation, etc.). Reviewing the most up-to-date videos and the behind-the-wheel assessment are important components of this type of refresher. Minimum content is as follows:

1. Safety standards review (Classroom): This training will include a thorough general review of our safety standards and defensive driving guidelines. This is accomplished through review of the applicable portions of the Driver Training School Curriculum and the applicable safety videos.
2. “Behind The Wheel” (BTW) Road Check: The Road-Check portion of the Return-to-Work Refresher is probably the most critical part of the refresher, as it offers the driver the hands-on opportunity to re-establish his or her familiarity with our standards, and with the maneuverability and dimensions of the bus. If the driver has developed any unsafe driving behaviors/habits, the instructor will also be able to identify what driving deficiencies are present, and correct them before certifying the refresher as “satisfactory.” The BTW portion will include a minimum of 30 miles or two hours, and cover city (urban), secondary, and freeway driving environments, with emphasis on city and freeway driving.

The time involved for completion of this refresher is variable. The driver must demonstrate his ability to perform all of the required tasks to standard. Particular attention will be given to the following areas:

- a) Pre/Post trip inspections
- b) Brake release procedures (Air brake vehicles)
- c) Gear selection & transmission use
- d) Proper Scanning Habits
- e) Turns & Intersections
- f) Merging & Lane changes
- g) Backing
- h) Speed Control
- i) Following Distance
- j) Use of Brakes
- k) Railroad Crossings
- l) Lift Operations
- m) Wheelchair Securement

Individual Divisions are free to also include any topics/material pertinent to local driving conditions (for example, driving in heavy traffic, mountain terrain, etc.).

B. Post-Accident / For Cause Remedial Training: This training is mandatory for any driver who has received a “preventable” rating for an accident/incident.

Because (by definition) the driver could have avoided the accident/incident, but failed to do so, it is imperative that the driver receives this remedial training as soon as possible, in order to prevent another similar occurrence. Therefore, the post-accident remedial training must be scheduled and given within 10 days following the formal accident rating.

Before the refresher commences, the investigating supervisor will review the accident report with the individual who will conduct the training (i.e.: a driver instructor or BTW instructor), discuss the accident’s cause(s) and contributing factors, and what specific driving standards were not applied correctly. They should then tailor the remedial training to correct the driving deficiencies and standards that contributed to the accident.

This training will include a review of the appropriate materials / videos, and behind-the-wheel training.

The amount of time needed for a post-accident refresher is variable, and it will depend on the driver’s ability to perform the appropriate tasks to standard. The driver must demonstrate his / her ability to perform all of the required tasks to standard before being allowed back to driving duties.

For instance, if the supervisor has determined that the driver did not perform a right turn correctly, the appropriate videos might include material on effective seeing habits, proper positioning of the vehicle, reference points, lane choice. The items highlighted on the refresher report would include “Positioning of the bus for turn,” “Use of Mirrors,” “Speed,” “Proper Use of Signals,” “Ability to Judge Bus Size,” “Use of Horns,” “Aggressive in Traffic,” “Aware of Hazards.” The driver instructor would then proceed with the behind-the-wheel training with a clear understanding of what driving deficiencies may need correcting, and ensure that the driver is able to perform the appropriate tasks to standard.

Currently, under normal circumstances, it is our practice to keep the driver in-service pending the outcome of the accident investigation.

However, if Division or Regional management feels the driver involved in the accident poses an imminent danger or threat to the safe operation of a bus (due to a serious driving deficiency or, possibly, a physical or mental impairment), do not hesitate to place the driver out-of-service until it has been determined that the driver is qualified to drive safely.

C. Seasonal Refreshers: These refreshers are conducted in preparation of operations during certain periods of the year. At a minimum, this refresher will be given in the fall, before the beginning of winter season, to all division’s drivers, and includes refresher topics appropriate for the region, imminent weather, environmental, and traffic conditions. The training will include topics/material appropriate for the season in question, using existing safety videos and lesson modules from the standard Driver Training School.

D. Bi-Annual Refresher: This is a mandatory bi-annual (every two years) general defensive driving refresher. All in-service drivers will attend this refresher every two years to ensure they are using appropriate defensive driving habits/techniques (have not become complacent) and will follow the same content requirements of the “Return To Work” refresher listed in “A” above.

Date Filed / Revision Date	Description of Change



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Safety Policy S-13 DRIVER'S ANNUAL REVIEW OF DRIVING RECORD

SCOPE: This policy applies to all drivers for MV Transportation, Inc., including road call mechanics.

PURPOSE: The purpose of this policy is to achieve compliance with the Federal and State Motor Carrier Safety Regulations.

POLICY: It is the policy of this Company that all drivers submit, on an annual basis, a record of all violations of traffic laws committed while operating any type vehicle, other than parking violations, for which the driver has been convicted or forfeited bond during the preceding twelve (12) months, and that such record be reviewed by the Division General Manager and compared with the driver's Motor Vehicle Record.

PROCEDURE:

The General Manager will request each driver's Motor Vehicle Record at least annually and review it with the driving record submitted by each driver to determine whether the driver meets the minimal requirements for safe driving and be certain the driver is not disqualified from operating a motor vehicle.

The General Manager will review each driver's entire record including accident experience, road and ride observations, and the Driver Record of Violations submitted for the previous twelve months. The review will be completed by August 15 each year and the record retained in the driver's DOT qualification file.

The driver's manager/supervisor will conduct interviews with drivers whose records warrant counseling and corrective measures including refresher training. In considering counseling, great weight must be given to violations such as speeding, following too closely, reckless driving and improper or erratic lane changes. This counseling process will be properly and thoroughly documented.

Drivers convicted of two serious traffic violations as defined by the FMCSR, in a three-year period will be advised that they are subject to disqualification by the State issuing their drivers' licenses.

Supervisors will remind drivers that they are to notify the company of any moving violation they receive during the year, whether on or off-duty.

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Safety Policy S-14 HAZARDOUS SUBSTANCE COMMUNICATIONS (RIGHT TO KNOW)

SCOPE: This policy applies to all employees of MV Transportation, Inc.

PURPOSE: The purpose of this program is to ensure that all MV Transportation, Inc. employees receive hazard communication training, and understand who to contact and where to go for environmental and safety information.

POLICY: It is the policy of this Company to recognize that Federal and state laws govern employees' access to information on very hazardous substances. MV Transportation, Inc. will provide federally and/or state mandated information, training and safety equipment to all employees that work with hazardous chemicals in order to reduce the possibility of accidental exposure and to comply with the requirements of the OSHA Hazard Communication Standard.

The Maintenance Department of MV Transportation, Inc. is responsible for maintaining all buses/vehicles in good working condition.

The Company uses certain chemicals that require specific precautions to be taken to protect employees' health. Therefore, it shall be the policy of MV Maintenance to communicate any hazards associated with the handling of hazardous chemicals to our employees and contractors and have Material Safety Data Sheets and a current Chemical Substance Inventory for all chemical substances in use at a given maintenance facility on hand for reference as needed.

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Safety Policy S-15 MULTIPLE MOBILITY DEVICE UNLOADING

SCOPE: The policy applies to all MV employees who operate buses or other revenue vehicles.

PURPOSE: In the event that multiple passengers in mobility devices are being de-boarded at the same location, this policy is set forth to avoid passengers left in the vehicle from potentially driving off a deployed lift as they are waiting for the driver. In addition, this policy will reduce the hazard that a deployed lift represents to the walking, jogging and biking public.

POLICY:

Multiple de-boarding passengers with mobility devices.

1. Drivers shall un-secure only the mobility device that they intend to unload and take custody unless others must be unsecured and moved in order to get another device off.
2. Lift must be placed in stowed position as driver exits the vehicle with the passenger.
3. Lift will be re-deployed as the driver prepares the next passenger to de-board the vehicle.

TRAINING

All new drivers will be instructed on the use of the lift and de-boarding multiple mobility devices at the same location. This instruction will take place while the driver is undergoing MV new-hire training. All current and existing Drivers will have this revised policy made part of their annual safety meeting training sessions and covered at least once a year in future safety meetings. All Operators will sign an acknowledgement sheet confirming the training. The Acknowledgement Sheet will be maintained as part of their individual training file.

COMPLIANCE MONITORING

All General and Safety Managers will be responsible to ensure compliance with this policy by having their staff monitor compliance of their operators.

This policy only applies when de-boarding multiple passengers in mobility devices at the same location.

Any disregard of this policy will result in progressive discipline steps which is the same as any major infraction violation of employee rules as outlined in the MV employee handbook.

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Safety Policy S-16 PASSENGER AND DRIVER SEATBELT POLICY

SCOPE: This policy applies to all employees of MV Transportation, Inc. who operate buses or other revenue vehicles

PURPOSE: The safety of our passengers and drivers is the company's paramount consideration and the reason for this policy, as traffic conditions may require the vehicle operator to make sudden stops, turns, or maneuvers. The wearing of a seatbelt ensures a safer ride and minimizes the potential for injuries to passengers and drivers.

POLICY: It is the policy of MV Transportation, Inc. that all persons (passengers and driver) being transported in vehicles equipped with passenger safety belts (seat belts) shall be required to properly don/wear the seatbelts prior to the vehicle's movement.

Drivers must check passengers prior to vehicle movement to ensure all seat belts are properly worn and fastened. Drivers will assist in fastening and unfastening seatbelts upon request or if the driver feels the belt is not worn correctly. This includes fastening the seatbelt/shoulder harness for those using wheelchairs/scooters. In addition to fastening seatbelt/shoulder harnesses for passengers in wheelchairs, the operator must secure all wheelchairs and scooters by ensuring that the wheels are properly restrained/tied-down and the brakes are locked prior to vehicle movement.

Customers who refuse to wear seatbelts or seatbelt/shoulder harnesses will not be transported. However, an exception may be made for customers whose disability prohibits them from wearing seatbelts provided the procedures set forth below are followed.

Passenger refusal or special request: If a passenger refuses a seatbelt or requests the belt be worn loosely because of a disability, the operator must call into dispatch and must not move the vehicle until cleared by a supervisor or dispatch. In vehicles equipped with DriveCam devices, the driver is also required to activate the DriveCam device via the manual activation button and restate the passenger's refusal to don the seatbelt or to have the seatbelt fastened in a loose manner.

Note: If the dispatch function is not performed by MV Transportation the drivers is still required to call in to dispatch, (for recording purposes only) and record the refusal on the DriveCam device.

TRAINING:

All new drivers will be instructed on the use of seat belts in vehicles equipped with seatbelts. This instruction will take place while the driver is undergoing MV new-hire training. All current and existing Drivers will have this revised policy made part of their annual safety meeting training sessions and covered at least once a year in future safety meetings. All Operators will sign an acknowledgement sheet confirming the training. The Acknowledgement Sheet will be maintained as part of their individual training file

COMPLIANCE MONITORING:

All General and Safety Managers will be responsible to ensure compliance with this policy by having their staff monitor compliance of their operators.

This policy only applies to vehicles equipped with seatbelts and shoulder harnesses. These devices are to be used by all riders, including those who use wheelchairs as well as those who use vehicle seats, if seatbelts and/or shoulder harnesses are provided at seating locations.

Any disregard of this policy will result in progressive discipline steps which is the same as any major infraction violation of employee rules as outlined in the MV employee handbook.

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Safety Policy S-17 SUBJECT TITLE

SCOPE: This program applies to all MV Transportation, Inc. (MV) employees who wear any type of respirator (except a nuisance dust mask). Visitors and outside contractors are to also be informed of all identified respiratory hazards when in affected areas.

POLICY: It is the policy of MV Transportation to provide proper protective equipment in areas containing airborne concentrations of hazardous chemicals or other airborne contaminants.

IDENTIFICATION OF HAZARDS:

MV will attempt to utilize ventilation and other engineering controls to minimize airborne contaminants. Nevertheless, MV employees periodically may be exposed to circumstances which require the use of respiratory protection. Such situations will usually involve the use of solvents, paints, strippers, cleaning compounds, and certain fuel products. Welding, grinding, cutting, or other metal work may also require respiratory protection. The local Safety Manager and Facility Manager will determine the appropriate respiratory protection required for a given area of operation and post a list as follows:

The operations or areas listed in Table 1 have been identified as having the potential for respiratory hazards:

Area/Operation	Type of Respirator Required
Spot Painting	Half-face APR, equipped with HEPA filter cartridges

Table 1. Areas where Respiratory Protection is Required

Training in hazard recognition for employees will be conducted by local maintenance management. If conditions during a particular job are grossly different from those anticipated, the employee should contact his supervisor for instructions on the appropriate respiratory protective measures.

ACTION LEVELS: MV Transportation has established certain action levels, or criteria, concerning the use of respiratory protection. The following conditions will always require the use of respiratory protective equipment:

1. IDHL conditions (Immediately Dangerous to Life and Health).
2. Oxygen deficient (19.5% oxygen) or enriched (25% oxygen) atmospheres.
3. Atmospheres with exposures exceeding established exposure limits (PEL, REL, TLV)
4. Atmospheres containing or potentially containing airborne biological hazards.
5. The presence of toxic or irritating contaminants for which no exposure standards have been established.
6. Valid reports of previous injury, illness, or symptoms of exposure related to airborne contaminants at a particular location.
7. Presence or potential for release of flammable or explosive gases, vapors, or dusts.
8. Airborne asbestos concentrations of 0.01 fibers/cc or greater.
9. Unknown atmospheres determined to have a reasonable potential for any of the above conditions to exist.

Other conditions or combinations of conditions may require the use of respiratory protective equipment as well. Such determinations will be made by the local GM/maintenance manager in consultation with his/her Area Safety Director or VP of Safety.

SELECTION OF RESPIRATORY EQUIPMENT:

The General Manager/maintenance manager, in consultation with his/her Area Safety Director or VP of Safety will determine the appropriate respiratory protective equipment for each project or task. Selection will be based upon the anticipated hazards present at the work site. Only NIOSH-approved respiratory equipment will be used by all MV employees. Table 2 gives general guidelines for determining appropriate respiratory protection. The Purchasing Department will assist with all purchases of respiratory equipment.

Condition	Recommended Equipment
Particulate contamination only, less than 10x the PEL	Half-face APR, equipped with HEPA filter cartridges, or half-face supplied air respirator operated in continuous flow mode
Particulate contamination only, 10-50x the PEL	Full-face APR or PAPR, equipped with HEPA filter cartridges, or full-face supplied air respirator, operated in continuous flow mode
Chemical contaminants, 10-50X the PED and less than 1000 ppm (1%) regardless, skin or eye hazard	Half-face APR, equipped with approved chemical cartridges, or full-face supplied air irritant, splash or projectile respirator, operated in continuous flow mode
Concentrations of any particulate contaminant greater than 50x the PEL or greater than 100 ppm (1%) regardless, IDLH conditions, presence of contaminants with poor warning properties, oxygen deficiency or enrichment, or the presence of unknown atmospheres	Full-face supplied air respirators, operated in the positive pressure, pressure-demand mode (SCBA, airline)

Table 2. General Guidelines for the Selection of Respiratory Equipment

CHANGING OF RESPIRATOR CARTRIDGES:

HEPA cartridges are to be changed when breathing through them becomes difficult, or when they become wet or otherwise damaged. Chemical cartridges will be changed at the first sign of contaminant breakthrough, or when the cartridge becomes wet or damaged. In high-use conditions, chemical cartridges will be changed at least at the end of each workday.

CLEANING AND STORAGE OF RESPIRATORS:

Each employee will clean and disinfect any respirator they use. They will clean the respirator at least at the end of each work day that it is used. If a respirator is used by more than one employee, it will be fully cleaned and disinfected between each use.

Contaminant	Cartridge or Canister Color
Acid gases	White
Hydrocyanic acid gas	White with a 1/2 inch green stripe
Organic vapors	Black
Ammonia gas	Green
Acid gases and ammonia gas	Green with a 1/2 inch white stripe
Carbon monoxide	Blue
Acid gases and organic vapors	Yellow
Hydrocyanic acid gas and chloropicrin vapor	Yellow with a 1/2 inch blue stripe
Acid gases, organic vapors, and ammonia gases	Brown
Radionuclides	Purple (Magenta)
Particulates	Canister color previously designated, with a 1/2 inch gray stripe

Table 3. Color Codes for Respirator Cartridges and Canisters

Cleaning may require the use of special decontamination solutions or procedures. At a minimum, cleaning of cartridge-type respirators will consist of removing the respirator cartridges and washing the facepiece in a detergent solution, followed by a thorough rinse. Hood respirators should be thoroughly wiped out with a disinfectant solution and allowed to dry. Disinfection may be done with alcohol wipes or a solution of 2 tablespoons

Clorox to a gallon of water. The Clorox solution will be used to disinfect any respirator that is to be stored for more than three days.

After use, each respirator will be cleaned and disinfected, allowed to dry, and placed in a sealed plastic bag for storage. Respirators assigned to a single person shall be clearly marked. They will be stored in a single layer, in a manner that does not distort the facepiece, and objects shall not be placed on top of respirators.

Respirators should be placed on hook or hangers, and not left in the open work area.

INSPECTION OF RESPIRATORS:

Respirators will be inspected by employees for defects and missing parts prior to each use, and during each cleaning and disinfection procedure. Necessary repairs will be made, and missing parts will be replaced before the respirator is put into service. The Department Supervisor will also perform a monthly inspection of respirators to ensure that they are being properly maintained. The Facility Manager will also perform quarterly inspections, and random inspections as appropriate. Inspections will be documented and retained in facility file.

who use respirators should have an examination at least annually, or more often, as determined by the company physician. Employees who choose to be tested will receive the full results of all test and analyses performed.

FIT TESTING: All employees will be qualitatively fit-tested prior to using respirators. Employees may be fit-tested and approved for additional respirator types. No employee may wear any respirator without being fit-tested for that size and model. Fit-tests will be performed whenever there is significant change in the physical features of the respirator wearer.

PROHIBITED PRACTICES:

1. Certain conditions interfere with the proper sealing of the respirator face piece. Other practices may increase the user's risk of exposure or injury. The following practices are forbidden for MV employees wearing any respirators EXCEPT hood respirators:
2. Wearing of beards, sideburns, facial hair or headpieces
3. that extend beneath the sealing surface of the respirator face piece.
4. The following practices are forbidden for ALL MV employees wearing any type of respirator:
5. Eating, drinking, or smoking while wearing a respirator.
6. Wearing glasses or jewelry that interferes with the proper sealing of the respirator.
7. Wearing contact lenses while using respirators.
8. Wearing earrings while using respirators.
9. Wearing a shared respirator while suffering from an infectious disease.
10. Altering or modifying any part of function of a respirator in such a manner that would impair its designed functioning or void its NIOSH/MSHA approval.

TRAINING AND INFORMATION PROGRAM:

The Respiratory Training Program is designed to inform MV employees of the proper methods of evaluating and controlling exposures to airborne contaminants. They will also be trained by supervisors and local maintenance managers in the proper use and maintenance of respiratory equipment. All training must be documented, with a copy of such document kept on file at the facility

The following information will be covered in the training program:

1. A copy of the OSHA Respirator Protection Standard
2. A copy of this Company policy regarding respirators
3. Signs of symptoms of respiratory exposures

4. Types of airborne contaminants
5. Areas and operations requiring the use of respirators
6. Types of respirators
7. Methods for selecting respirators
8. Limitations of respirators
9. Inspection and maintenance of respirators (including hands-on exercises)
10. Qualitative fit testing

DEFINITIONS: Certain words and terminologies appear frequently in the OSHA standards, and in the material safety data sheets (MSDS). This section gives definitions for many such common terms. The meaning of these words is important in understanding how to select and use proper respiratory protection.

Aerosol - Any finely divided particulate matter that has a tendency to remain in the air. Aerosols can be solids (dusts, fumes) or liquids (mists, fogs).

Air-Purifying Respirator (APR) - Any respirator designed to filter, absorb, or otherwise remove contaminants from the surrounding atmosphere.

Air Sampling - Any process used to collect and analyze the contents of air in a given area.

Airline Respirator - A respirator designed so that air flows from a remote location (such as a compressor or air tank) through a hose, to the face piece.

Atmosphere-Supplying - Any respirator designed to receive air from a clean source, independent of the surrounding atmosphere

Canister - The filtering and/or absorbing element used in gas masks, usually resembling a large metal can with a threaded fitting on one end, and a hole for air intake in the other.

Cartridge - The filtering and/or absorbing element used in air purifying respirators. They may be short metal or plastic cylinders, and are usually threaded on one end, with a hole for air intake on the other.

Continuous Flow - Airflow design which forces a constant flow of air through the respirator face piece.

Demand Flow - Airflow design which requires a negative pressure inside the respirator face piece to open the admitting valve and allow fresh air to flow inside.

Dust - A finely divided solid produced by crushing, grinding, or abrading a material. It is not chemically different and it has the same basic properties as the original substance.

Dust Mask (Nuisance) - A mask designed to filter large particles from the air. Dust masks are not generally considered effective respiratory protection for most contaminants.

Fog - A liquid aerosol that has become concentrated enough to obscure vision.

Full Face Piece - A face piece designed to cover the entire front of the face.

Fume - A very fine, solid aerosol formed by heating metals to high temperatures. Fumes are mainly encountered when welding or cutting zinc and magnesium containing metals.

Half Face Piece - A face piece designed to cover the nose, mouth, and chin area of the wearer.

HEPA Filter - High Efficiency Particulate Air filter; used to remove very small aerosols from the air, including asbestos fibers and fumes.

Hood Respirator - A respirator designed to cover the wearer's entire head and shoulders. Air flows into the hood through a hose, and out the bottom of the hood.

Mist - A liquid aerosol.

Negative Pressure - A face piece design which allows the air inside the respirator face piece to fall below that of the atmosphere outside the face piece. If a leak develops contaminants will be drawn into the face piece.

Occupational Exposure Limit - An industry-accepted guideline for safe concentrations of an airborne contaminant. The PEL, TLV, and REL are all occupational exposure limits. The best practice is to use the lowest of the three values.

Organic Vapor - A gaseous form of matter, formed by the evaporation of an organic compound.

PAPR (Powered Air Purifying Respirator) - An air purifying respirator which uses a battery-driven fan to force air across the filter cartridges and through the user's face piece. PAPR allow easier breathing and are cooler to wear than standard APR.

PEL (Permissible Exposure Limit) - A value established by the Occupational Safety and Health Administration (OSHA). It is the maximum concentration of an airborne contaminant to which a worker may be safely exposed for an 8-hour day. The PEL is a legal, regulatory limit, not a recommendation.

Positive Pressure - A face piece design which ensures that the air pressure inside the respirator face piece is always greater than the pressure outside the face piece. This way, if a leak in the mask develops, air flows out of the face piece.

Pressure Demand Flow - Airflow design which maintains a pressure inside the face piece that is constantly greater than outside, even when the wearer is breathing heavily.

Protection Factor - A number which indicates the effectiveness of a respirator. The occupational exposure limit is multiplied by the protection factor to determine the highest concentration of a contaminant from which the respirator will protect a worker. The formula is $PF \times OEL = MUC$. (PF = Protection Factor, OEL = Occupational Exposure Limit, MUC = Maximum Use Concentration)

REL (Recommended Exposure Limit) - An occupational exposure limit published by the National Institute of Occupational Safety and Health (NIOSH). The REL is a guideline, not a legal limit.

SCBA (Self-Contained Breathing Apparatus) - Any of a variety of respirators designed to receive air and/or oxygen from compressed gas tanks carried in a harness on the back of the wearer.

STEL (Short-Term Exposure Limit) - The highest concentration of an airborne contaminant to which a worker may be exposed for 15 minutes or less.

TLV (Threshold Limit Value) - An occupational exposure limit published by the American Conference of Governmental Industrial Hygienists (ACGIH). The TLV is a guideline, not a legal limit.

SUPPLEMENT A: HOW TO PERFORM FIT TEST:

The fit test is necessary to ensure that a respirator provides the desired protection. The following text provides basic instructions for performing respirator fit tests. The fit testing should be conducted by a knowledgeable individual, capable of determining pass or fail criteria.

Fitting the Face Piece: The wearer should be shown how to put on the respirator, and adjust it properly. The tester should examine the mask to ensure that it appears to be correctly adjusted. The mask should be fairly comfortable. Straps should not be pulled too tight, causing them to dig into the skin. The respirator should allow the worker to wear any necessary safety equipment, such as hard hats, earmuffs, etc. If using a tight-fitting face piece (i.e. not using hood-type respirators) the wearer should not have any interfering facial hair, such as beards or stubble.

Positive Pressure Test (not applicable to hood respirators): The wearer should seal off the exhalation valve on the respirator, and exhale gently into the face piece. If the respirator fits properly, a slight pressure should develop in the mask, with no sign of leakage. The design of some respirators makes this test difficult.

Negative Pressure Test (not applicable to hood respirators): The wearer should seal off the cartridge inlets, inhale, and hold his breath for about 10 seconds. A vacuum should be created inside the face piece, collapsing it slightly. Air should not leak into the face piece.

Qualitative Fit Test (challenge atmosphere): The qualitative fit test places the respirator wearer in an atmosphere which contains a readily detectible contaminant. If the respirator fits properly, the wearer should not be able to detect the contaminant during the test.

The testing agent recommended is stannic chloride, the component found in ventilation smoke tubes. It is irritating and easy to detect in small concentrations. A saccharin mist may also be used. Respirators should be equipped with HEPA filter when using these agents.

Isoamyl acetate (banana oil) may also be used. Organic vapor cartridges should be used when testing with isoamyl acetate.

A. Setting Up The Test:

Select an open, well-ventilated area for the fit test. Suspend a plastic drum liner or trash bag from the ceiling, at a height that will allow a person to stand with their head and shoulders inside the liner or bag. Prepare a smoke tube by breaking off both ends, and attaching a rubber squeeze bulb to the end of the tube. Smoke should come from the open end of the tube when the bulb is squeezed. Respirator wearers should stand underneath the bag while smoke is pumped inside. Three or four puffs of smoke are usually sufficient. Stannic Chloride is an eye irritant. The eyes should remain closed during the test if the wearer is fitting a half-face respirator.

B. Exercises During Testing:

To ensure that the respirator will provide adequate protection, wearers should perform exercises that simulate work movements. The following paragraphs describe recommended exercises for fit testing.

Exercises for Tight-Fitting Face Pieces:

1. Breathe normally
2. Breathe deeply
3. Turn head from side to side
4. Look up and down
5. Shake head fairly rapidly
6. Talk, recite alphabet, or read a prepared text

Exercises for Hood Respirators:

Use the same exercises as for tight-fitting respirators, and:

1. Hold arms out in front, and move torso from side to side
2. Hold arms over head
3. Bend down and touch toes. (During this exercise the tester may have to puff additional smoke around the bottom of the hood since the wearer will likely be out of the bag.)

C. Fit Test Form:

The tester should complete the respirator fit test form, indicating the wearer's name, the size, brand, and model respirator used, test agent, name of tester, whether the wearer passed or failed the fit test, and the date. Both the tester and the respirator user

should sign the fit test form. The respirator fit test form should be filed in the employee's permanent personnel record. A copy should also be filed in the respiratory protection folder, under fit test records.

Reference 29 CFR 1910.134 Respiratory Protection

Date Filed / Revision Date	Description of Change

RESPIRATOR FIT TEST RECORD

Date:	Person Administering Test (print name):
	Signature of Person Administering Test:
Employee Number:	Employee Name: _____ Employee Signature: _____

Respirator Brand: _____

Facepiece Type: _____ **Size:** _____

Cartridge Type: _____ **TC Number:** _____

Test Agent: _____

Passed _____

Failed _____

- | | |
|--|--|
| _____ Respirator not approved by FSM
_____ Beard interfering with seal
_____ Wrong facepiece type being used
_____ Respirator damaged
_____ Respirator not cleaned at end of shift
_____ Respirator illegally modified
_____ No inspection records available | _____ Employee not fit-tested for respirator
_____ Wrong type of cartridges being used
_____ Respirator improperly stored
_____ Cartridges clogged or used up
_____ Contact lens worn with respirator
_____ APR used in IDLH atmosphere |
|--|--|

1 copy to Personnel Department, 1 copy to Safety Department (Respiratory Folder)

MV TRANSPORTATION, INC. CORPORATE POLICY STATEMENT

General policies of MV Transportation, Inc. are issued from time to time and are designed to provide general guidance to company managers in the conduct of the business. Policies may, from time to time, become dated or may no longer apply. In the event of questions, the policy should be referred to the General Counsel for interpretation. In the event a policy conflicts with the law, regulation or the terms of a contract with a customer, the policy will be subordinate to such law, regulation or contract term. Policies are only effective on the written approval of the Chief Executive Officer.

Safety Policy S-18 DRIVERS - PREPARED FOR WORK

SCOPE: This policy applies to all drivers for MV Transportation, Inc.

POLICY: It is the policy of this company that all drivers are professionals who come to work well rested and prepared to provide a full measure of customer service.

PROCEDURE:

The company is committed to the safety of its passengers and employees. All drivers must arrive at work on time and properly rested.

Drivers are to be licensed in the State where they have true, fixed, and permanent homes and principal residences, and to which they have the intention of returning after an absence involving an assignment.

Grooming and uniforms must be in accordance with company policy.

DOT Logs (where applicable), DOT medical card, and Driver's License must be valid and current.

Date Filed / Revision Date	Description of Change

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Safety Policy S-19 DRIVERS - PROVIDING FIRST AID

SCOPE: This policy applies to all drivers for MV Transportation, Inc.

POLICY: It is the policy of this Company that in the event of an injury or illness involving a passenger, a driver will contact dispatch and have them call emergency medical response providers (911). MV Drivers are not trained in emergency medical response/treatment and are not expected nor encouraged to provide such services/assistance.

PROCEDURE:

The driver will attempt to identify any persons aboard, such as a doctor, nurse, or other person trained in medical treatment/first aid, who could assist an ill or injured passenger. If there is no professional help aboard, the driver is to summon professional medical help by calling dispatch, who, in turn, will call 911 for local emergency response.

No driver is required to make physical contact with any person where there is any evidence of spilled blood or other body fluids. This issue is covered under another policy relating to Blood-Borne Pathogens.

Date Filed / Revision Date	Description of Change

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Safety Policy S-20 ENERGIZED CIRCUITS AND EQUIPMENT - SAFE WORK PRACTICES

SCOPE: This policy applies to all employees in work areas with electrical circuits or equipment operating at nominal voltages of 50 volts or more.

POLICY: It is the policy of MV Transportation, Inc. to recognize the serious hazards posed by energized electrical equipment and ensure that all employees will comply with all applicable requirements of national and local electrical codes.

Only experienced, certified electricians will be allowed to perform installation and repairs of electrical circuits and equipment. Lock-Out/Tag-Out (LO/TO) procedures as described in this manual will be used when working on energized circuits or equipment.

RESPONSIBILITY: It is the responsibility of all supervisors and employees to handle electrical equipment according to codes (national and local) as well as to use safe work practices.

PROCEDURES: The following procedures must be followed by all employees performing work on electrical circuits and equipment:

- Before any inspection or repairs are made to electrical equipment or circuits (including wall receptacles and lighting fixtures), it will be de-energized, and if necessary, locked out as described in this manual - Lockout/Tagout Procedures.
- Electrical work involving live circuits will not be performed in flammable or explosive atmospheres.
- Conductive clothing, such as jewelry and watches, will not be worn while performing electrical work unless adequately insulated.
- If work is to be performed near power lines, MV management will contact the power company to have the lines de-energized and grounded, if possible. The General Manager will also consult with facility electricians or electrical contractor.
- Unqualified employees and all equipment will be kept at least 10 feet from overhead power lines.
- When mechanical equipment is being operated near overhead power lines, employees standing on the ground will not touch the equipment.
- Portable ladders used for electrical work will not be constructed of metal, nor will they have metal strips or other conductive materials affixed to the side rails.
- No work, including the handling of power and extension cords, will be performed while the employee or his clothing is wet or damp.
- No electrical work will be performed outdoors during rainy weather.
- Adequate lighting must be in place for all work.
- Alerting techniques must be used to warn other workers in the area of any electrical hazard. Alerting techniques may be one of the following:
 - o Safety signs and tags
 - o Barricades
 - o The presence of another person acting as an attendant

ELECTRICAL EQUIPMENT AND TOOLS:

All tools and equipment which use or may come in contact with electrical currents must meet the following requirements:

- Tools and equipment will be kept in good working condition. Employees will inspect tools before each use and at the end of each shift. Defective equipment will be tagged and removed from service.
- Tools will be used consistently with their designated purpose.
- No attempt will be made to improvise insulation on tools, such as taping.

- Conductors and equipment shall be protected in accordance with their rated loads.
- Electrical cords will not be used for raising, lowering, or otherwise handling portable electric equipment.
- Proper fuse handling equipment should be used for removing and replacing fuses.
- Any ropes or lines used in electrical work must be non-conductive.

A. Splices:

- Power cords and conductors will be spliced or joined using properly designed connectors, or by soldering, brazing, or welding.
- All joints, splices, and free ends of power cords and conductors will be covered with an insulation equivalent to that of the conductor or with an insulating device suitable for the purpose.

B. Markings:

- Markings on electrical equipment will show voltage, wattage, and ratings as necessary.
- Each service, feeder, or over-current device must be legibly marked to indicate its purpose unless it is arranged so the purpose is evident.

C. Guarding:

- Live parts of electrical equipment operating at 50 volts or more will be guarded by approved cabinets or enclosures, or by locating the live parts so they are not subject to accidental contact.
- Entrances to guarded location containing live electrical parts will be marked with appropriate warning signs.

D. Grounding:

- The path to ground from circuits, equipment, and enclosures shall be permanent and continuous.
- Equipment located in wet or damp locations will be grounded.
- Equipment used in metal tanks or on metal floors will be grounded.
- A grounding electrode conductor must be used to connect both the equipment grounding conductor and the grounding electrode conductor to the grounded circuit conductor on the supply side of the system disconnecting means or over-current devices.
- Equipment and tools used in damp or wet area will be connected to circuits equipped with a Ground-Fault Interrupt system (GFI). This system will be installed and maintained by a qualified electrician.
- Double-insulated tools are exempted from grounding requirements.

E. Flexible Cords and Cables:

- Flexible cords and cables are not to be used as substitutes for fixed structural wiring where they are attached to building surfaces, concealed, or run through floors, walls, ceilings, doorways, windows, and similar openings.
- Flexible cords will be used only in continuous lengths, without splice or tap, except that hard service flexible cords No. 12 or larger may be repaired if properly
- spliced.
- Flexible cords must be connected so that strain relief is provided to prevent pull from being transmitted directly to joints or terminal screws.
- All extension cords will be UL-approved, of the three-prong grounding type, with the grounding prong intact.
- Employees will avoid kinking and excessively bending extension cords.
- The ground wire on plug adapters will not be cut and must be properly attached to wall outlet.
- No more than one plug adapter may be used on a duplex wall receptacle.

F. Work on Live Circuits:

- If work on live circuits is unavoidable, it will be performed only by a qualified, experienced electrician, and only with the approval of the General Manager. The electrician and the General Manager will determine appropriate protective measures which shall include but not be limited to the following:
 - o At least 2 people will be present during the work.
 - o Only double-insulated power tools, and insulated hand tools will be used.
 - o Work will be performed using the "one-hand rule". (The one-hand rule states that one hand will remain at the side or in the pocket, so in the event of contact with energized components, electrical current would be less likely to flow across the chest area. Current flow across the chest could result in cardiac arrest or other heart damage.)

Note: If two hands are necessary, certified lineman's gloves will be worn.

INSPECTIONS: The General Manager will inspect electrical circuits and apparatus each month during general safety audits.

NOTE: ALL RECEPTACLES WILL BE TESTED FOR REVERSE POLARITY.

Division supervisors and employees are responsible for examining tools and apparatus for defects in their work area. Such defects should include, but not be limited to, missing covers, frayed insulation, loose connections, burning smells, crackling noises, etc. Any problems should be reported to the Facility Manager for immediate correction.

Reference OSHA 29CFR 1910.301-308 and 29CFR 1910.331-335.

Date Filed / Revision Date	Description of Change

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Safety Policy S-21 FACILITY EMERGENCY ACTION PLAN

SCOPE: This policy affects all MV Transportation, Inc. Divisions.

POLICY: It is the policy of this Company that each MV facility (Division) develops and implements a written Emergency Action Plan. This plan must address, at a minimum, the elements specified in the Minimum Requirements for Emergency Action Plans.

RESPONSIBILITY: All General Managers are required to develop, maintain, update and provide necessary training to ensure employees are aware of various life threatening situations, and know appropriate procedures to be followed during an emergency event. The Safety Department and the Area Safety Directors are available to assist as needed.

MINIMUM REQUIREMENTS FOR EMERGENCY ACTION PLANS:

Emergency Action Plans used by MV Transportation, Inc. (MVT) facilities must include the following elements:

- Persons responsible for implementing and updating the plan.
- Methods of notifying employees of emergency situation.
- Map of facility, clearly indicating exits.
- Methods to be used for marking exits.
- Requirements for keeping exits clear.
- Methods and routes of evacuation.
- Any codes used to identify specific events.
- Phone numbers for local police, fire and medical services.
- Phone numbers for any Facility Emergency Action personnel.
- Employee training and drills.
- Posting requirements.
- Inspection procedures.

Placement of buses/vehicles for security and safety.

Specific actions for dealing with the following emergencies/contingencies:

- Severe weather
- Bomb threats
- Fire and explosion
- Flooding
- Sabotage
- Snipers or shooters
- Procedures for plant shutdowns
- Hurricanes and tornadoes
- Civil strife
- Earthquakes
- Heighten security levels

A. General Requirements:

The Facility Emergency Action Plan is a written program addressing all the elements listed above. The plan should be simple and direct, using uniform emergency procedures (i.e.: evacuations). Emergency drills must be performed at least annually.

The emergency action plan needs to address the specific actions your location will take if an emergency occurs. Management and supervisory employees should be aware of any specific actions they or other designated employees are to take during the emergency. General Managers need to ensure all Division employees are knowledgeable/trained with the contents of the plan and the specific actions required from them in case of emergency. General Managers must provide an updated copy of the plan to their respective VP of Safety.

The VP of Safety and the Area Safety Directors are available to assist General Managers in drafting their Division's Emergency Action Plan.

EMERGENCY ACTION PLAN TEMPLATE:

The following is the template for MVT facilities' Emergency Action Plans. This template provides minimum requirements and can be modified to meet local requirements and/or operating environment.

Persons Responsible for Plan Implementation:

General Manager: The Facility Manager is responsible for maintaining and updating the plan. The General Manager must approve all revisions or changes to procedures specified in the written plan. This individual is responsible for ensuring that emergency equipment remains accessible, and is in good working order. The General Manager is also responsible for scheduling drills and employee training sessions. Training must be documented.

General Managers are responsible for the following:

- Inspecting and maintaining emergency equipment located in their respective areas.
- Ensure that all employees receive the necessary training and information specified under this plan.
- Properly maintain any signs, bulletin boards, posters, or other information posted in their area.
- Ensure the orderly evacuation or relocation of their employees during emergencies and drills.
- Document all training and retain such documentation in the Division's training file.

Employees: Division employees are responsible for attending scheduled training sessions, familiarizing themselves with the location of exits, understanding the facility's emergency notification systems, and following the instructions of this plan and their supervisors.

TEMPLATE / FORMAT

A. Facility Notification System:

The MV Transportation, Inc. facility located at _____ is equipped with a system of fire alarms. These alarms include smoke detectors and employee-activated alarms. Hearing any of these alarms indicates that an emergency situation has occurred somewhere in the facility. Instructions for appropriate action will be issued by management/dispatch. If instructions are not received immediately, employees should report to the parking lot or other designated safe location, and remain there until dismissed by their supervisors. Management is responsible to assure all employees are accounted for and out of the building.

The MV Transportation, Inc. facility located at _____ is also equipped with a facility-wide public address system. In the event of an emergency, instructions will be issued over the PA system, stating the nature of the emergency, and the appropriate action to be taken.

B. Facility Map:

A map of this facility (Appendix A), clearly identifying emergency exits, alarms, and equipment is posted on bulletin boards. Maps must be posted in all employee common areas and dorm rooms.

C. Marking of Exits:

All emergency exits at MV facilities shall be clearly marked; using illuminating signs (where applicable) marked "EXIT", in letters at least 6 inches high.

Doors that do not lead to exits, but might be mistaken as such shall be clearly marked "NOT AN EXIT."

D. Emergency Exits Requirements:

- MV facilities must be equipped with a sufficient number of exits to allow the rapid and orderly evacuation of all personnel.
- Emergency Exits and the approach to Exits must be kept clear at all times.
- Emergency Exits doors must remain unlocked at all times during hours of operations or while employees are present. They are to be unobstructed at all times.
- All Emergency Exits must discharge to a street or other open space (parking lot, etc) that gives ready access to a public way.
- Emergency Exits doors serving 50 or more people must swing in the direction of exit travel.
- In hazardous areas, or where there is a chance that one Emergency Exit may become blocked by fire or smoke, at least two separate and remote Emergency Exits must be in place.
- Doors to any employee work area must be designated so that workers cannot be locked inside a room at any time.

E. Methods and Routes of Evacuation:

- Evacuation involves removing employees or customers from the facility/building. It is used when conditions inside the facility buildings become threatening to the life, health and/or safety of occupants, such as in the instance of fires and explosions.
- Relocation involves moving employees from one facility to another. It is used in the event of external threats, such as severe weather, civil disorder or security contingency.
- Management should identify where to go when an emergency requires the evacuation of the facility or relocation to an alternate facility. Facility Evacuation Routes and Relocation Maps directing employees to the designated alternate location should be part of the written emergency plan (App. C & D). Management needs to identify essential equipment or supplies needed at the alternate site.
- The emergency action plan shall also include details on who (managers, supervisors, etc.) will perform specific duties, such as ensuring customers and employees receive instructions on how to safely exit the building.
- MV managers may initiate either employee evacuation or relocation in an emergency. When an evacuation or relocation order is issued, employees and customers will be instructed where to go. Employees should report to this location and remain there until further instructions by their manager or other competent authority. Supervisors must account for all members of their work crews.

F. Phone Numbers for Fire, Police and Medical Services:

The following numbers are provided for use in emergencies and must be posted for employees to see (Appendix E):

POLICE: _____

FIRE: _____

MEDICAL AID: _____

BUILDING SECURITY: _____

BUILDING MANAGER: _____

GENERAL MANAGER: _____

G. Employee Training and Drills:

All MV employees will receive initial training in the implementation of this Emergency Action Plan. Training will cover the contents of the plan and its required actions. Such training will be scheduled by the General Manager and documented at time of hire.

Subsequent training and drills will be performed and documented at least annually to ensure that employees remain familiar with the information in the emergency action plan, and proper evacuation and relocation procedures.

H. Posting Requirements:

Emergency exit information and emergency reporting information must be placed in a visible location in each work area. A copy of the Emergency Action Plan and the facility map should be located in an area where employees

congregate – near general bulletin board and time clock.

I. Inspection Procedures:

The General Manager will review the condition of the facility's emergency action preparedness program twice per year as part of a general safety audit. He will also perform random inspections as appropriate.

General Managers are responsible for ensuring the emergency equipment, posters, and information in their work area is kept in good condition and up-to-date. They will also ensure that all employed in their work crews receive appropriate training and orientation in the emergency action plan.

J. Facility Access Control:

Each facility must have designated procedures to control access to the facility. Facility access needs to be allowed or restricted as needed (i.e.: increased terror alert levels may dictate restricted access to the facility). Special consideration / regular inspection needs to be given to the following:

- Perimeter security fences
- Access gates/doors
- Employee-only areas
- Bus/vehicle holding lots
- Exterior/interior security cameras and lighting systems
- Vendor access procedures

K. Bomb Threats:

- Employees will receive training on bomb threat procedures. A copy of the telephone bomb threat checklist is attached (Appendix B).
- All bomb threats must be promptly reported via the MV Event Notification procedures.

L. Unattended Baggage/Packages:

All employees must be encouraged to maintain a high degree of awareness for unattended bags or packages, particularly if they appear out of place or hidden. If it looks out of place, question it and notify management or local law enforcement authorities / security personnel (as appropriate). Employees will receive training on unattended baggage and package procedures.

M. Suspicious Individuals Or Activity:

All employees must be encouraged to maintain a high degree of awareness of their surroundings and working environment, and to take note of suspicious individuals or activities. Employees will receive training on suspicious individuals or activities procedures.

N. Fire and Explosion:

In case of a fire or explosion, the following procedure should be used:

- Immediately trigger the fire alarm and contact management. Inform them of the location, size and status of the blaze. Managers will notify the fire department of the problem and dispatch additional personnel to assist in controlling the fire (as safety allows).
- Attempt to control the fire with the appropriate extinguisher, if this can be done safely. (implies mandatory fire extinguisher training annually)
- Wait for further instructions from management.
- Should evacuation or relocation be necessary:
- Shut down operations in the work area if these can be done safely.
- Report to the location specified in the PA announcement, or as directed by the facility manager.
- Remain at that location until instructed to go elsewhere.

O. Chemical Spills/Fuel Leaks:

On-site personnel will handle surface spills with absorbent. Immediately contact the Maintenance Department and your Area Safety Director if a spill cannot be handled by onsite personnel or if the spill impacts soil or waterway conveyance.

P. Flooding:

Flooding does not typically occur without warning. Some time for preparation is usually possible. The General Manager will determine the appropriate action to be taken in specific instances of flooding. Consideration should be given to facility shutdown procedures, protection of assets and individuals from flooding, employee parking access and electrical and fire hazards involved.

Q. Hurricanes, Tornadoes and Other Severe Weather:

Hurricanes and tornadoes involve damaging high winds, with possible lightening, rain, and hail damage. Hurricanes occur primarily off the Gulf and East coasts. Tornadoes can occur in any location, although they are most likely in the South and Midwest. Advance notice is usually given of hurricanes, but tornadoes can strike without warning.

- Hurricanes - The General Manager will develop and implement site-specific facility shutdown and hurricane preparation procedures for each facility subject to hurricanes. Guidelines are available from local government emergency preparedness units and from the MV Safety Department.

Facilities located in hurricane-prone areas need to strongly consider purchasing supplies that can be used to secure and protect their building prior to the onset of hurricane season (typically August through December). The supplies would include items such as plywood (window/doors protection), plastic sheeting, duct tape, sand-bags, etc. These supplies need to be stored onsite for ready use when needed.

- Tornadoes and Other Severe Weather - A tornado or severe weather warning will be issued over the PA system. Specific instructions will also be given at this time.

DO NOT GO OUTSIDE to look at tornadoes!

In the event of a tornado, all employees should move to center rooms and corridors, away from windows, skylights, and other areas where there is potential for flying glass. Employees should remain in this area until the all clear is given.

R. Earthquakes:

Earthquakes are most prevalent on the West Coast, although they may occur almost anywhere. Buildings in areas prone to earthquakes should have appropriate design features, and additional steps should be implemented to prevent shifting and falling of flammable materials

containers, compressed gas cylinders, equipment lifts, etc. The General Manager of such Divisions should prepare site-specific procedures for dealing with earthquakes.

S. Civil Strife:

Civil strife may result from a variety of sources, including demonstrations and strikes. The General Manager and other management personnel will work together to issue case-specific instructions for employed facing such situations. If incidents occur spontaneously on company property, they must be reported to corporate management immediately via the MV Event Notification protocols. All employees are expected to cooperate fully with management and law enforcement agencies during such events.

T. Sabotage:

Any incident of sabotage which results in fire, injuries or other emergency situations will be dealt with as a standard emergency as previously described, except that the following additional procedures will be followed:

- The area or item suspected of being sabotaged will not be disturbed until facility security, law enforcement and/or the facility managers have had the opportunity to inspect it.
- Incidents of suspected sabotage must be reported immediately to the General Manager. The GM will call police as appropriate.
- Employees involved in the incident will remain in the area until dismissed by facility management, unless it is unsafe to do so.

U. Procedures for Facility Shutdown:

Each facility must have written facility shutdown procedures. This procedure should include the following elements:

- Operation/department shutdown priorities.
- Turning off burners and other gas-operated equipment.
- De-energizing electrical equipment or circuits.
- Shutdown of fuel pumps / underground fuel tanks
- Storage of tools and equipment.
- Inventory procedures for shutdowns.
- Planned and unplanned shutdowns.
- Personnel responsibilities during shutdowns.
- Restoring operations.

Appendices:

A. Facility Map

B. Bomb Threat Checklist

C. Directions and Map to Evacuation Site

D. Directions and Map to Relocation Site

E. List of Emergency Phone Numbers

Date Filed / Revision Date	Description of Change

MV TRANSPORTATION, INC. CORPORATE POLICY STATEMENT

General policies of MV Transportation, Inc. are issued from time to time and are designed to provide general guidance to company managers in the conduct of the business. Policies may, from time to time, become dated or may no longer apply. In the event of questions, the policy should be referred to the General Counsel for interpretation. In the event a policy conflicts with the law, regulation or the terms of a contract with a customer, the policy will be subordinate to such law, regulation or contract term. Policies are only effective on the written approval of the Chief Executive Officer.

Safety Policy S-22 FLAMMABLE/COMBUSTIBLE LIQUIDS - HANDLING AND STORAGE

SCOPE: The guidelines contained in this section apply to all MV Transportation, Inc. facilities. The term "liquid", when used in this section refers to a flammable or combustible liquid.

PURPOSE: The objective of this policy is to establish procedures for the handling and storage of flammable materials that will prevent employee injury and damage to property.

POLICY: It is the policy of MV Transportation, Inc. that all employees will comply with proper storage and handling procedures for flammable and combustible materials, as described by the Occupational Safety and Health Administration (OSHA) and the Uniform Fire Code. MV Transportation, Inc. facilities will also comply with any additional requirements of local fire codes.

PROCEDURES: Many of the flammable materials used at MV facilities are stored in portable containers, or transferred to portable containers for use. Portable containers include glass bottles or jars, metal or approved plastic containers, safety cans, metal drums, approved portable tanks, and polyethylene containers. The classification of a liquid and the type of container will determine the maximum quantity of liquid permitted. Table 1 below lists the maximum quantities for various types of containers.

A. Labeling of Portable Containers:

All portable containers will be clearly labeled according to regulations. No other material shall be placed in the container, except that for which it is labeled.

B. Transferring Class I Liquids to and from Portable Containers:

Containers used for dispensing Class I flammable liquids shall be properly grounded. When transferring a liquid, both the dispenser and receiver should be bonded. When pouring a liquid from a portable container into a smaller container, they should be bonded. (An example would be pouring thinner from a safety can into a smaller can of paint.) Proper bonding and grounding minimizes the possibility of sparking produced by static electricity. Bonding and grounding can be accomplished by using alligator clips attached with a copper wire. The alligator clips are then attached to the containers to form a bond or ground.

C. Inspecting Portable Containers:

Portable containers should be inspected regularly to ensure that they remain in good working order. The facility manager will document the conditions of portable containers during periodic inspections.

Maintenance Center managers should perform frequent spot inspections. Employees should routinely examine containers before use. A general inspection should include the following items:

- Make sure all caps and bungs are in place.
- Examine the containers for holes, cracks, chips, and corrosion.
- Examine plastic and polyethylene containers for signs of softening and other degradation.
- Ensure that smaller portable containers are properly grounded both at the container and the grounding point.
- Ensure that smaller portable containers are equipped with jumpers for bonding.
- Examine all vents and pressure relief devices.
- Ensure that containers are properly labeled.

CONTAINER TYPE	FLAMMABLE LIQUIDS				
	Class 1A	Class 1B	Class 1C	Class II	Class III
Glass or approved plastic	1 pt	1 qt	1 gal	1 gal	1 gal
Metal (other than DOT drums)	1 gal	5 gal	5 gal	5 gal	5 gal
Safety cans	2 gal	5 gal	5 gal	5 gal	5 gal
Metal drums (DOT Spec)	60 gal	60 gal	60 gal	60 gal	60 gal
Approved portable tanks	660 gal	660 gal	660 gal	660 gal	660 gal

TABLE 1. CAPACITIES FOR PORTABLE CONTAINERS AND TANKS (from Table H-12, OSHA 1910.106)

D. Inspecting Safety Cans:

Safety cans are the recommended method of transferring small quantities of flammable materials. Safety cans may not have a capacity of more than 5 gallons. They are equipped with flame arresters inside the spouts, self-closing lids, bonding points and jumpers. There are a few points to consider when inspecting safety cans. In addition to the points given above, the following additional items should be included:

- Ensure that flame arresters are in the spouts
- Check gaskets around spouts; when the can is tipped, no more than a few drops of liquid should leak out
- Ensure that self-closing lids work properly

CONTAINER AND PORTABLE TANK STORAGE INSIDE FACILITIES:

Several general rules should be observed when storing flammable and combustible materials inside buildings. MV facilities do not currently utilize indoor storage tanks that exceed 660-gallon capacities. Should larger tanks be installed in a facility, additional considerations in Section 79 of the Uniform Fire Code and OSHA 1910-106 must be addressed.

General rules for storage and use of flammable and combustible containers and tanks include:

- Class I liquids may not be used in areas where traveling vapor may contact open flames or other ignition sources.
- All containers should be kept closed when not in use.
- Only empty containers previously used for storing flammable or combustible materials, shall be treated the same as flammable material containers. Only when containers have been thoroughly cleaned and certified

as free from explosive vapors, may the containers be treated as normal, empty vessels.

- Class I, II, or III-A liquids, including waste materials, may not be stored near exits, stairways, or any other location that could interfere with egress.
- Shelving used to store containers must be of substantial construction, adequately braced and anchored. Shelves should have a lip to prevent individual containers from easily sliding off.
- Class I-A liquids may not be stored in basements.

A. Storage in Open Areas:

Flammable and combustible materials must be stored in fireproof cabinets or specially designed storage rooms. Portable containers may be used to transfer flammable materials. Quantities should be kept to the minimum amount necessary. For spray-finishing operations, quantities of flammable materials remaining outside cabinets or storage rooms are limited to the quantity of materials required for a single day's operation.

B. Storage in Cabinets:

No more than 60 gallons of a Class I or II liquid, and no more than 120 gallons of a Class III liquid may be stored inside cabinets. Storage cabinets for flammable and combustible materials must meet the following requirements:

- Equipped with self-closing, tight-fitting doors
- Labeled in conspicuous letter, "Flammable - Keep Fire Away"

C. Metal Cabinets:

- Constructed of at least 18 gauge sheet metal
- Double-walled (including doors) with at least 1-1/2 inch air space
- Doors equipped with three-point locks
- Constructed with at least a 2" sill at the bottom of the cabinet

D. Wooden Cabinets:

- Constructed of at least 1" plywood
- Shall not break down or delaminate in a fire
- All joints rabbeted and fastened in two directions with flathead wood screws
- Double doors (if so designed) shall have a rabbeted overlap of at least 1"
- Hinges mounted in such a manner that they will not dislodge or loosen during a fire

E. Inside Storage Rooms:

Large quantities of flammable materials should be stored in rooms specially designed for the storage of flammable materials. A flammable materials storage room should have the following design features:

- Appropriately designed and installed sprinkler system. Openings to other rooms equipped with a liquid-tight sill or ramp at least 4" high; in lieu of a sill or ramp, the floor may be recessed at least 4", or open-grated trenches draining to a safe location may be used.
- Shelves, racks, dunnage, scuffing, and floor overlays shall be constructed of at least 1" wood.
- In rooms where Class I liquids are stored, electrical wiring, motors, and vent fans shall be approved for use in Class I, Division II Hazardous Locations; wiring and components for Class II and III areas must be approved for general use.
- Ventilation systems must provide a complete change of room air six times per hour.
- Ventilation switches must be installed outside the storage room; if Class I materials are stored inside the room, a pilot light must be installed adjacent to the ventilation switch.
- Each storage room must have at least one clear aisle, at least 3 feet wide.
- Containers over 30 gallons may not be stacked on top of each other.
- Dispensing shall be approved pump or self-closing faucet only.
- Where Class I liquids are dispensed, drip pans equipped with spark arresters should be placed underneath dispensers; they should be checked and emptied regularly.

In addition to these design features, the quantity of material that is permitted in a storage room is limited, based upon the classification of the liquid, and the type of fire protection provided.

Table 2 lists the maximum quantities of flammable materials allowed in a storage room:

Fire Protection Provided	Fire Resistance	Maximum Size	Total Allowable Quantities (gals/sq. ft of floor area)
Yes	2 hours	500 square ft.	10
No	2 hours	500 square ft.	4
Yes	1 hour	150 square ft.	5
No	1 hour	150 square ft.	2

Table 2. STORAGE IN INSIDE ROOMS

DEFINITIONS: Certain terms appear frequently during the discussion of flammable and combustible materials. Particularly when working with materials of these natures, it is critical to understand the meanings of these terms. The following definitions are offered to help in understanding this section, and the applicable laws and regulations related to flammable and combustible materials.

Approved - Listed by Underwriters Laboratories or approved by Factory Mutual Engineering Corp.

Combustible Liquid - any liquid with a flash point at or above 100° F.

Container - a vessel designed to contain a liquid, including, but not limited to, a can, barrel, drum, bucket, or pail.

Flammable Liquid - any liquid with a flash point below 100° F.

Flash Point - the lowest temperature at which a liquid gives off enough vapors within a test vessel to form an ignitable mixture.

Portable Tank - any closed vessel with a liquid capacity greater than 60 gallons, not intended for fixed installation.

Safety Can - an approved container that holds no more than 5 gallons and has a spring-closing lid and spout cover designed to relieve internal pressure when exposed to fire.

Liquid Class	Flash Point	Boiling Point
* 1A	<73° F	100° F
* 1B	<73° F	>=100° F
* 1C	73° F - 100° F	NA
II	100° F - 140° F	NA
IIIA	140° F - 200° F	NA
IIIB	200° F	NA

*Some common examples of Class I liquids include gasoline, isopropyl alcohol, and some paint thinners. Kerosene, some heating oils, and diesel fuels are examples of Class II liquids. Motor oils, transmission fluid, and similar combustible substances which will burn, but do not do so readily, are examples of Class III liquids.

Date Filed / Revision Date	Description of Change

MV TRANSPORTATION, INC. CORPORATE POLICY STATEMENT

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Safety Policy S-23 OSHA RECORD-KEEPING REQUIREMENTS FOR INJURY AND ILLNESS

SCOPE: The requirements of this section apply to all employees and all incidents in the workplace which are OSHA reportable injuries or illnesses.

PURPOSE: The objective of this policy is to designate reporting at MV Transportation, Inc. to establish uniform guidelines to administer the reporting and record-keeping requirements of OSHA.

POLICY: It is the policy of MV Transportation, Inc. to comply with OSHA record-keeping requirements.

RESPONSIBILITIES:

Every General Manager will designate a responsible individual to maintain the required OSHA records (OSHA Form 300A & OSHA Form 101 or equivalent) for the Division. The General Manager is responsible for certifying and posting the OSHA Form 300 from February 1 to April 1 of each year as outlined in Posting Requirements of this section.

A. OSHA Form 300:

The Log and Summary, or the OSHA Form 300 and 300A, are a convenient means of recording injuries and illnesses and for noting the extent and final outcome of each case. All entries to the log must be made within six (6) working days after the receipt of information that a recordable injury or illness has occurred, however, not every injury or illness in the workplace is recordable. The log shows when the occupational injury or

illness occurred, to whom, the regular job of the injured or ill person at the time of injury or illness, how much time is lost, whether the case resulted in a fatality, etc. The log consists of three parts; a descriptive section which identifies the employee and briefly describes the injury or illness; a section covering the extent of the injuries; and a section covering the extent of illnesses. At the end of the calendar year, the section to the right of the dotted vertical line is used to summarize the injuries and illnesses for the preceding year. OSHA 300/300A Forms are available at the local Department of Labor Office or they can be ordered from Standard Register.

Determination of OSHA-recordable cases:

After every injury the records custodian will determine whether the case is OSHA-recordable. To determine if a case is recordable the following factors must be considered:

- Was there a death, illness, or injury?
- Was the injury or illness work related; that is, was the injury or illness a result from an event or exposure in the work environment;
- If the case is an illness, record it and check the appropriate illness category on the log; or
- If the case is an injury, decide if it is recordable.

Any of the following events, if they occur in the workplace, must be recorded on the OSHA Form 300/300A:

- Death
- Medical treatment (not just First Aid) – see definitions below
- Loss of consciousness
- Restriction of work or motion

□ Transfer to another job because of the injury

B. Supplementary Form (MV Report of Injury) For every recordable injury or illness entered on the OSHA 300/300A log, it is necessary to record additional information on the MV Report of Injury Form for supplementary information:

Every state in which MV Transportation operates requires a state notification form generally known as the Employers First Report of Accident, and since the form used by each state contains all of the items as required on the OSHA 1010 (a

supplementary OSHA report) MV Transportation will use the Workman's Compensation Form in lieu of the OSHA 101 to prevent duplicate reporting. The Supplementary Form must be completed within six (6) working days after the manager has received information that any injury or illness has occurred.

LOCATION AND MAINTENANCE OF RECORDS:

The General Manager are required to maintain the two forms (the Form 300 and the supplementary 300A) at each location/division.

A. Posting Requirements:

From February 1st to April 1st of each year the Facility Manager will cause to be posted in the work place where all employees can review, a copy of the year's totals as defined on the right side of the vertical line on the OSHA Form 300A. The General Manager is responsible to assure that the totals are correct. The General Manager will have to sign and certify that the totals are true.

During every year, the records should be filed in a special folder labeled "OSHA Form 300/300A, 20__". If a MV Division has no recordable injuries or illness during the year, zeros should be placed on the line titled "total" and the form posted as required.

B. Record Retention and Access:

All record-keeping forms must be retained for five (5) years after the end of the calendar year for which they relate. If the outcome of a case changes after the calendar year for which the injury or illness occurs, the changes should be made to the original Form 300. All record-keeping forms, both current and retained, must be made available for inspection and copying by the representative of state or federal OSHA.

REPORTING TO OSHA OF FATALITY OR INCIDENTS INVOLVING MULTIPLE HOSPITALIZATIONS:

In cases of incident resulting in one (1) or more fatalities or hospitalizations of three (3) or more employees at one time, the General Manager of the Division shall immediately notify the following personnel:

- Regional Vice President
- Area Safety Director
- VP of Safety,
- Make immediate notification of the incident via the MV Serious Event Notification System

These incidents must also be reported directly to the local OSHA area offices within 8 hours after the occurrence of the incident.

In these cases, these notifications shall be made ONLY by the Sr. VP of Safety or, in his absence, the VP of Safety, after coordination with the Company's Legal, Risk Management, and Human Resources Departments.

The report can be made either orally (by telephone) or in writing to the OSHA Area Director. In those states with approved safety and health plans, the report must be made to the state agency which has the enforcement responsibilities.

OSHA POSTER: A copy of the OSHA poster (OSHA 2203 or the combination poster from Human Resources) informing employees of their rights and responsibilities must be posted in a prominent location at each MV facility. A copy of the OSHA poster is available at local Department of Labor offices, or may be ordered from Lawson/Portal. Additional information regarding record-keeping can be obtained from the back of the OSHA 300 or the U.S. Department of Labor Publication entitled "A Brief Guide to Record-Keeping Requirements for Occupational Injuries and Illnesses". A copy of this publication is available at the local Department of Labor OSHA offices or the Government Printing offices.

DEFINITIONS:

Certification: The person who supervises the preparation of the Log and Summary of Occupational Injuries and Illnesses certifies that it is true and complete by signing the 1st page or by appending a statement to that effect to the annual summary.

Exposure: The reasonable likelihood that a worker is or was subject to some effect, influence, or safety hazard; or was in contact with a hazardous chemical or physical agent at a sufficient concentration and duration to produce an illness.

First aid: Any one-time treatment and subsequent observation of minor scratches, cuts, burns, splinters, and so forth, which do not ordinarily require medical care. Such treatment and observation are considered first aid even though provided by physician or registered professional personnel. See list of First Aid actions below.

First report of injury: A worker's compensation form which may qualify as a substitute for the supplementary record, OSHA No. 101.

Log and Summary (OSHA No. 300/300A): The OSHA record-keeping forms used to list injuries and illnesses and to note the extent of each case.

Lost workday cases: Cases which involve days away from work or days of restricted work activity or both.

Lost workdays: The number of workdays (consecutive or not) beyond the day of injury or onset of illness that the employee was away from work or limited to restricted work activity because of an occupational injury or illness.

- a. Lost workdays - away from work. The number of workdays (consecutive or not) on which the employee would have worked but could not because of occupational injury or illness.
- b. Lost workdays - restricted work activity. The number of workdays (consecutive or not) on which, because of injury or illness: (1) the employee was assigned to another job on a temporary basis; or (2) the employee worked at a permanent job less than full time; or (3) the employee worked at a permanently assigned job but could not perform all duties normally connected with it.

NOTE: The number of days away from work or days of restricted work activity does not include the day of injury or onset of illness or any days on which the employee was not regularly scheduled to work even though able to work.

Medical Treatment: Includes treatment of injuries administered by physicians, registered professional personnel, or lay persons (i.e., non-medical personnel). Medical treatment does not include first aid treatment (one-time treatment and subsequent observation of minor scratches, cuts, burns, splinters, and so forth, which do not ordinarily require medical care) even though provided by physician or registered professional personnel. See list of Medical Treatment actions below.

Occupational Illness: Any abnormal condition or disorder, other than one resulting from an occupational injury, caused by exposure to environmental factors associated with employment. It includes acute and chronic illnesses or diseases which may be caused by inhalation, absorption, ingestion, or direct contact. The following categories should be used to classify recordable occupational illnesses on the log in the columns indicated:

a. Column 7d. Poisoning (systemic effects of toxic materials):

Examples: Poisoning by lead, mercury, cadmium, arsenic, or other metals; poisoning by carbon monoxide, hydrogen sulfide, or other gases; poisoning by benzol, carbon tetrachloride, or other organic solvents; poisoning by insecticide sprays such as parathion, lead/arsenate; poisoning by other chemicals such as formaldehyde, plastics and resins, etc.

b. Column 7e. Disorder due to physical agents (other than toxic materials):

Examples: Heatstroke, sunstroke, heat exhaustion, and other effects of environmental heat; freezing, frostbite, and effects of exposure to low temperatures; effects of ionizing radiation (isotopes, X-Rays, radium); effects of non-ionizing radiation (welding flash, ultra-violet rays, microwaves, sunburn); etc.

c. Column 7f. Disorder associated with repeated trauma:

Examples: Noise-induced hearing loss; synovitis, tenosynovitis, and bursitis; raynaud's phenomena; and other conditions due to repeated motion, vibration, or pressure.

d. Column 7g. All other occupational illnesses:

Examples: Anthrax, brucellosis, infectious hepatitis, malignant and benign tumors, food poisoning, histoplasmosis, coccidioidomycosis, etc.

Occupational Injury: Any injury such as a cut, fracture, sprain, amputation, etc. which results from a work accident or from a single instantaneous exposure in the work environment.

- NOTE: Conditions resulting from animal bites, such as insect or snake bites, and from one-time exposure to chemicals are considered to be injuries.

Posting: The annual summary of occupational injuries and illnesses must be posted at each establishment by February 1 and remain in place until April 1 to provide employees with the record of their establishment's injury and illness experience for the previous calendar year. (Names of employees are not shown, only statistics.)

Recordable Cases: All work-related deaths and illnesses, and those work-related injuries which result in the following:

- loss of consciousness,
- restriction of work or motion,
- transfer to another job, or
- require medical treatment beyond first aid (see below).

Restriction of work or motion: Occurs when the employee, because of the result of a job-related injury or illness, is physically or mentally unable to perform all or any part of his or her normal assignment during all or any part of the workday.

Supplementary Record (OSHA no. 101): The form (or equivalent) on which additional information is recorded for each injury and illness entered on the log (MV Report of Injury).

Work Environment: Consists of the employer's premises and other locations where employees are engaged in work-related activities or are present as a condition of their employment. The work environment includes not only physical locations, but also the equipment or materials used by the employee during the course of his or her work, such as buses/vehicles.

MEDICAL TREATMENT:

The following actions are generally considered medical treatment. Work-related injuries for which this type of treatment was provided or should have been provided are almost always recordable:

1. Treatment of INFECTION;
2. Application of ANTISEPTICS during second or subsequent visit to medical personnel;
3. Treatment of SECOND OR THIRD DEGREE BURN(S);
4. Application of SUTURES (stitches);
5. Application of BUTTERFLY ADHESIVE DRESSING(S) or STERI-STRIP(S) in lieu of sutures;
6. Removal of FOREIGN BODIES EMBEDDED IN EYE;
7. Removal of FOREIGN BODIES FROM WOUND: if procedure is COMPLICATED because of depth of embedment, size, or location;
8. Use of PRESCRIPTION MEDICATIONS (except a single dose administered on first visit for minor injury or discomfort);
9. Use of hot or cold SOAKING THERAPY during second or subsequent visit to medical personnel;
10. Application of hot or cold COMPRESS(ES) during second or subsequent visit to medical personnel;
11. CUTTING AWAY DEAD SKIN (surgical debridement);

12. Application of HEAT THERAPY during second or subsequent visit to medical personnel;
13. Use of WHIRLPOOL BATH THERAPY during second or subsequent visit to medical personnel;
14. POSITIVE X-RAY DIAGNOSIS (fractures, broken bones, etc.);
15. ADMISSION TO A HOSPITAL or equivalent medical facility FOR TREATMENT.

FIRST AID TREATMENT:

The following are generally considered first aid treatment (e.g., one-time treatment and subsequent observation of minor injuries) and should not be recorded on the OSHA 300/300A Log and Summary (but MUST be reported to the Risk Management Department) if the work-related injury does not involve loss of consciousness, restriction of work or motion, or transfer to another job:

1. Application of ANTISEPTICS during first visit to medical personnel;
2. Treatment of FIRST DEGREE BURN(S);
3. Application of BANDAGE(S) during any visit to medical personnel;
4. Use of ELASTIC BANDAGE(S) during first visit to medical personnel;
5. Removal of FOREIGN BODIES NOT EMBEDDED IN EYE if only irrigation is required;
6. Removal of FOREIGN BODIES FROM WOUND; if procedure is UNCOMPLICATED, and performed, for example, by tweezers or other simple technique;
7. Use of NONPRESCRIPTION MEDICATIONS and administration of single doses of PRESCRIPTION MEDICATION on first visit for minor injury discomfort;
8. SOAKING THERAPY on initial visit to medical personnel or removal of bandages by SOAKING;
9. Application of hot or cold COMPRESS(ES) during first visit to medical personnel;
10. Application of OINTMENTS to abrasions to prevent drying or cracking;
11. Application of HEAT THERAPY during first visit to medical personnel;
12. Use of WHIRLPOOL BATH THERAPY during first visit to medical personnel;
13. NEGATIVE X-RAY DIAGNOSTICS;
14. OBSERVATION of injury during visit to medical personnel;

NOTE: Administration of TETANUS SHOT(S) or booster(s) by themselves, are not considered medical treatment. However, these shots are often given in conjunction with more serious injuries, making them recordable for other reasons.

Date Filed / Revision Date	Description of Change

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Safety Policy S-24 OSHA INSPECTIONS - VOLUNTARY AND REGULATION ENFORCEMENT

SCOPE: This policy applies to all employees and facilities of MV Transportation, Inc.

POLICY: It is the policy of MV Transportation, Inc. to comply with pertinent OSHA regulations and to cooperate with authorized inspections consistent with federal and state law.

RESPONSIBILITY:

The Division General Manager is responsible for interacting with compliance officers and report any visit to the VP of Safety and the Sr. VP Safety immediately upon being notified of the compliance officer's presence on the premises.

The General Managers must be acquainted with the procedures described in this Safety Manual as well as pertinent OSHA Regulations.

The staff of the Safety Dept will provide assistance to General Managers in safety-related matters.

No employee is authorized to issue a written statement to any safety inspector setting forth the Company's position on any safety-related matter without the prior approval of the Company Legal Department and the Sr. VP of Safety.

PROCEDURES: There are two types of inspections generally undertaken by OSHA:

1. The Complaint Inspection. The OSHA office has received a complaint about a specific unsafe practice and an inspector is dispatched to investigate that matter and other compliance issues.
2. The General Schedule Inspection. This type is undertaken as part of a regular systematic program of inspections of a specific industry. (Greyhound is not in the manufacturing or chemical industries so is not high on the list of businesses to be inspected under this program.)

A Division is much more likely to experience a Complaint Inspection.

The General Manager will ascertain which type of investigation is being conducted and then follow the appropriate procedures set forth below.

Inspectors (compliance officers) usually arrive at facilities during regular business hours. Compliance officers must present their credentials to the highest Company official available on premises. U.S. Department of Labor credentials will include their photograph and serial number. Compliance officers must explain the nature, purpose and scope of the inspection, indicate the records and employees they wish to see, disrupt normal operations as little as possible, and confer with management on the results. The inspector should be asked if he or she has a warrant. It is not necessary and they probably do not.

No advance notice is usually given by inspectors. It is normally proper to allow an inspector to enter Company facilities at reasonable times. The inspector may take the time necessary to inspect all pertinent conditions and equipment, question management and any employee privately, take photographs and review records. The compliance officer will make notes of violations or apparent violations.

Representatives of both the Company and employees are authorized to accompany the compliance officer, but the compliance officer is in charge of the inspection and

questioning. He may deny the right of accompaniment to anyone who interferes with the investigation.

A supervisor or manager shall always accompany the inspector throughout the inspection tour and make/take appropriate notes & photographs to match those of the inspector. NOTE: Always try to make on the spot corrections of deficiencies noted by the inspector.

The inspector should be treated with courtesy and be shown to the area(s) in question without detours to other areas.

The inspector can be expected to confer with the General Manager before and after any inspection. The General Manager shall always request these conferences and write down what is said.

General Procedures Applicable to All Inspections:

1. Review of Documents:

The inspector may ask to review documents. The General Manager must distinguish between those documents which must be provided as a matter of law and those which the Company has discretion to initially withhold:

There are certain documents the inspector is entitled to review as a matter of law, for example, OSHA 300 logs (retained for the past 5 years), Hazard Communication Program and other documents required to be kept and produced under OSHA regulations. If the inspector asks, such documents should be produced for review.

The Company has greater discretion in producing other Company business documents, such as internal memoranda, internal safety programs, correspondence, personnel files and the like. Prior to producing any such documents, the General Manager shall consult with the VP of Safety. If in doubt, the Legal Department should be consulted. If the proper authorization cannot be obtained, the inspector shall be asked to put the request in writing to the Sr. VP of Safety.

All Division training documents should be kept in a single file with appropriate subheadings (forklift, hazard communication, fire extinguishers, etc.).

2. Interviews with Employees:

The General Manager must distinguish between interviews requested by the inspector and interviews requested by an employee:

- If an employee asks to talk with the inspector, the employee is entitled to have a private interview with the inspector.
- If the inspector asks to talk to employees, the General Manager has some discretion. If the employees are represented by a union, the inspector should be directed to talk to the union representative. If there is no union or no representative, a reasonable number of interviews should be allowed, provided operations are not greatly disrupted. The General Manager may suggest a different time and/or place for the interviews if the employees are needed on critical assignments.

If in doubt about any issue during the inspection, ask the inspector to wait and place a call to the VP of Safety.

3. Exit Interviews:

A proper exit interview is very important. A Complaint Inspection exit interview is the Company's opportunity to develop facts surrounding the good and bad points of the inspection. Ask questions and take notes.

A General Schedule Inspection is usually a fairly lengthy process and the Company must consider who to have in attendance at the exit interview. Some Complaint Inspections may last several days as well. In certain circumstances, higher level management should be present. In any event, the extent of the Company's compliance with all OSHA and other safety programs shall be stressed.

The inspector should be willing to discuss any open issues during the exit interview. The General Manager should take notes and should feel free to ask questions. If a citation is issued, the Sr. VP of Safety should be provided a copy the same day. Usually a citation will be mailed up to 6 months later. It shall be sent immediately to the Sr. VP of Safety.

4. Receipt of a Citation:

Any citation must be transmitted on the day received to the Sr. VP of Safety.

A contest to a citation must be filed within 15 working days. Any informal settlement discussions must be completed prior to the expiration of the 15 days. A phone call can be made to set up the meeting. A letter must follow to confirm the phone conversation. All settlements must be approved by the Sr. VP of Safety or the Legal Department.

Unless settled beforehand, all citations will be contested within 15 working days. No employee has the authority to waive the formal contest without prior written authorization from the Sr. VP of Safety or the Legal Department.

NOTE: THE CITATION WILL CONTAIN INSTRUCTIONS FOR EMPLOYEE POSTING. COPIES MUST BE POSTED.

OSHA Consultation Services: OSHA does offer free consultation services at the State level. Discuss any proposed consultation with the Sr. VP of Safety prior to contacting OSHA.

Date Filed / Revision Date	Description of Change



MV TRANSPORTATION, INC. CORPORATE POLICY STATEMENT

General policies of MV Transportation, Inc. are issued from time to time and are designed to provide general guidance to company managers in the conduct of the business. Policies may, from time to time, become dated or may no longer apply. In the event of questions, the policy should be referred to the General Counsel for interpretation. In the event a policy conflicts with the law, regulation or the terms of a contract with a customer, the policy will be subordinate to such law, regulation or contract term. Policies are only effective on the written approval of the Chief Executive Officer.

Safety Policy S-25 WELDING OPERATION - GAS AND ARC

SCOPE: This policy applies to all welding operations, whether by employee or contractor, conducted at MV Transportation facilities.

PURPOSE: To provide all employees with safe work practices in the use of welding equipment.

POLICY: It is the policy of this Company that all employees comply with safety requirements when using or storing welding equipment.

GENERAL SAFE WORK PRACTICES:

All welding and cutting operations, regardless of the particular method used, involve hazards of fire, burns, and other personal injuries. There are several safe-work practices and procedures which should be followed during any welding or cutting operation to minimize the impact of these hazards. The following describes such safety practices:

- Avoid breathing directly in the plume generated during welding.
- If welding metals containing more than 1% of cadmium, magnesium, zinc, beryllium, or lead, then respiratory protection should be used.
- Material Safety Data Sheets (MSDS) shall be available for all fluxes and cleaners.
- All filler metals and fusible granular fillers shall bear a label such as the one in Figure 1.

CAUTION!

Welding may produce fumes and gases hazardous to health. Avoid breathing these fumes and gases. Use adequate ventilation. See ANSI Z49.1-1967 Safety in Welding and Cutting, published by the American Welding Society.

Brazing metals containing cadmium shall bear a label such as the one in Figure 2.

WARNING!

CONTAINS CADMIUM – POISONOUS FUMES MAY FORM ON HEATING
Do not breathe fumes. Use only with adequate ventilation, such as exhaust ventilators, or air-supplied respirators. See ANSI Z49.1 – 1967. If Chest pain or fever develops after use, call a physician immediately.

Fluxes containing fluorides shall bear a label such as the one in Figure 3.

CAUTION CONTAINS FLUORIDES!

This flux when heated gives off fumes that may irritate eyes, nose and throat.

1. Avoid fumes – use only in well ventilated spaces.
2. Avoid contact of flux with eyes or skin.
3. Do not take internally.

A. Cleaning Compounds:

Many compounds used to clean metal may generate flammable or toxic vapors during welding and cutting operations. Hydrocarbon solvents and degreasers will typically generate flammable vapors. Chlorinated hydrocarbons, such as perchloroethylene and trichloroethylene, will break down into phosgene when heated. Phosgene is extremely dangerous to the lungs. The manufacturer's recommendations should always be followed, and the welding area should be adequately ventilated.

B. Ventilation for General Welding:

Mechanical ventilation must be provided for welders working under the following conditions:

- In spaces having less than 10,000 cubic feet of space per welder.
- In rooms with ceilings less than 16 feet high.
- In confined spaces or other areas where cross-ventilation is obstructed.

Ventilation must be maintained at a minimum rate of 2,000 cubic feet per minute, per welder. If local exhaust ventilation is used, then general ventilation may be maintained at a lesser rate. Natural ventilation is considered sufficient if none of the three conditions described above is present.

C. Ventilation in Booths and Hoods:

If booths (fixed enclosures) are used, then they must maintain ventilation rates of at least 100 feet per minute. Intakes should be mounted to the side of the welder (lateral or vertical slots) so that the welder's do not block the air flow.

D. Ventilation in Confined Spaces:

Ventilation in confined spaces must be sufficient to prevent the accumulation of toxic or flammable atmospheres, as well as oxygen deficiency. Makeup air must be clean and respirable. Ventilation must also be sufficient to keep airborne contaminants below the Permissible Exposure Limits (PEL). If this is not possible, then the appropriate respiratory protection must be used.

E. Ventilation for Welding and Cutting Toxic Metals:

Ventilation requirements for the welding and cutting of metals involving fluorine compounds, lead, zinc, beryllium, cadmium, mercury, or stainless steel must meet the same requirements as ventilation for confined spaces. Note that ventilation

requirements greater than those listed in previous sections may be required to accomplish this. Periodic air monitoring is necessary to determine whether airborne levels of these contaminants are acceptable.

F. Screens:

Arc welding produces ultraviolet radiation which can damage the skin and eyes. Even gas welding can generate light of damaging intensities. Employees in the welding area should be protected from these radiations. Screens are typically used to accomplish this. Screens should be installed so they do not restrict ventilation. It is recommended that screens be mounted approximately 2 feet from the floor, unless the work is being performed extremely low to the ground. Screens must be dropped to floor level. Signs warning employees not to watch the welding should be posted throughout the welding area.

ARC WELDING (INCLUDING MIG):

Arc welding involves the use of AC or DC current to generate an electrical arc, capable of melting the work and any filler metal used. Arc welding uses a relatively low voltage range typically less than 115 volts, and current, from 10-600 amps. The following procedures should be followed when working with arc welders:

- If using a gasoline or diesel-powered welding generator, exhaust should be vented to the outside.
- The open circuit voltage on DC welding machines should be less than 1900 volts.

- The open circuit voltage on AC welding machines should be less than 80 volts on manual machines, and less than 100 volts on automatic machines. (Higher voltages may be allowed in specific applications.)
- All parts of the arc welding machines must be grounded (except engine-driven machines).
- Electrical conduits carrying conductors may not be used for completing a work-lead circuit.
- Terminals for welding leads must be protected against accidental contact with workers and equipment.
- Chains, ropes, cranes, and elevators may not be used to carry welding current.
- In work involving several welding machines operating on the same piece of work, all DC machines must be connected with the same polarity, and all AC machines must be connected to the same phase of the supply circuit, and with the same instantaneous polarity.
- When not in use, electrode holders must be placed so that they do not come in contact with people or conducting objects.
- Cables that are spliced within ten feet of the holder will not be used.
- Cables should not be wound or wrapped around the welder's body.
- Machines that become wet must be thoroughly dried and tested before being placed back into service.
- Cables with damaged insulation or exposed conductors must be replaced or repaired.

METAL-INERT GAS WELDING (MIG):

MIG welding involves the use of an electrode and an inert gas for joining metals. A filler metal may or may not be used. The use of the inert gas prevents the formation of oxides, and reduces the splattering associated with other methods of welding. The inert gas typically generates additional ultraviolet radiation, requiring heavy shading or protective lenses. The compressed gas cylinder used to supply the inert gas should be handled safely. When welding in a confined area, the welder should bear in mind that the use of an inert gas increases the potential for oxygen deficiency and should take appropriate protective measures.

GAS WELDING:

Gas welding uses an oxygen-fuel gas mixture to melt the metals to be joined. A filler metal is typically used as well. This type of welding does not produce an electrical arc, nor does it involve the inherent potential for electric shock. Nevertheless, it does generate heat and light of sufficient intensity to damage unprotected eyes. The following general precautions should also be observed:

Hoses:

- Do not use unnecessarily long hoses.
- Ensure hoses are secured and tightened properly
- Repair leaks and other damage immediately. Leaks should be repaired by proper splicing, not by taping the hose.
- Examine hoses periodically. Check for leaks by submerging the hose in appropriate liquid.
- Protect hoses from slag, sparks, hot metal, grease and oil.
- Hoses showing signs of wear or damage shall be tested at twice their normal operating pressure, or at 300 psi, whichever is greater.

Torches:

- Use only tips recommended by the manufacturer.
- Ensure tips are secured correctly to the torch
- When changing torches, shut off the gas supply at the regulators, not by bending or crimping hoses. Turn off gas at cylinder, not at torch when work is complete.
- Use a friction lighter, pilot, or other appropriate means of igniting a torch. Do not use matches.
- Do not hang torches over regulators, so that they point towards the gas cylinders.
- When closing valves, do so in the order recommended by the manufacturer.

A. Special Precautions for Handling Acetylene:

- Acetylene is the most common fuel used for gas welding. It has many unique properties which require special attention for safe handling. Acetylene is shipped in compressed gas cylinders at 250-300 psi. These cylinders contain a porous filler and acetone. The acetylene is dissolved in the acetone. This is necessary because acetylene is not a very stable compound. If pure acetylene gas were placed under this pressure it would spontaneously explode. The acetone stabilizes the acetylene.
- Acetylene cylinders should always be stored and used in an upright position. Otherwise, the acetone may be drawn off, leaving acetylene gas in the cylinder, under an unsafe pressure.
- Excessive pressure in acetylene hoses must be avoided. Properly designed regulators should always be used. Acetylene cylinder regulators should not be opened more than one-and-a-half turns. Three-quarters of a turn is preferable. Pressure in the supply hoses should not exceed 15 psi.
- Acetylene also has one of the widest flammable ranges of any gas. It can form flammable mixtures with air in concentrations from 2.5% - 80%. When mixed with oxygen, acetylene forms explosive mixtures.

B. Special Procedures for Handling Oxygen:

Oxygen, although not flammable by itself, will support and accelerate the burning of other materials. For this reason, oxygen should not be stored with flammable or combustible gases. Oily rags and gloves should not be used with compressed or combustible gases. Oxygen can cause the spontaneous ignition of oily rags and other wastes. Lines used to carry oxygen should be designed and used for that purpose alone. Only regulators approved for use with oxygen cylinders should be used. Incidental oils and lubricants may explode on contact with high-pressure oxygen.

FIRE CONTROL:

The possibility of fire is an ever-present danger during welding and cutting operations. MV Transportation has established the following procedures to minimize the risk of fires and their attendant dangers:

- Suitable fire extinguishing equipment must be readily available at all times.
- No welding or cutting may take place in an unauthorized area, without the approval of the Maintenance Manager/Supervisor.
- Oxygen must never be used for ventilation.
- Objects to be welded should be taken to a safe place with no combustible materials or access to combustible materials for a 35-foot radius of the welding location.
- If the object to be welded or cut cannot be readily moved, then all movable fire hazards in the vicinity should be taken to a safe location.
- If the object to be welded or cut cannot be moved, and the surrounding flammable or combustible materials cannot be moved, then appropriate guards or shielding must be used to contain sparks, slag, and hot metal.
- Where practical, all combustible materials should be placed at least 35 feet away from the hot work area. If this is not practical, they should be protected with flameproof covers, or placed inside fireproof cabinets or otherwise effectively guarded.
- Ducts that might carry sparks to combustible materials
- (including filters) must be suitably shielded.
- Combustible walls must be adequately protected from welding by appropriate distance or guarding.
- Combustible materials on the opposite sides of walls must be protected from ignition by radiant heat.

A. Fire Watch:

It is not always possible to completely isolate all combustible materials from the welding or cutting operations. Every effort should be made to protect the combustible materials through guarding, wetting, or other suitable methods. If wetting is used with arc welding operations, additional steps must be taken to prevent electrical shocks to the welders. In addition to these precautions, a fire watch must be in place during all welding operations.

The fire watch consists of one or more employees whose sole duty is to observe the welding area for the outbreak of fire. Fire watch personnel must be equipped with adequate fire extinguishing equipment, as well as appropriate personal protective equipment. If a fire

breaks out, the fire watch personnel should first warn the welders, and stop all work in the area. If there is any doubt that the blaze is beyond the ability of fire watch personnel to control, the local fire department should be notified immediately. Fire watch personnel should attempt to extinguish the fire. Should the fire escape their control, then the building or area should be evacuated in accordance with the Division's Emergency Action Plan.

Fire watch personnel must not only keep watch while welding operations are underway but must also watch the area for 30 minutes after operations are complete. The department supervisor or General Manager may require a longer watch period, if appropriate.

WELDING OR CUTTING CONTAINERS AND TANKS:

The welding and cutting of containers and tanks pose a high risk of fire and explosion accidents. Empty containers often pose a greater danger than full containers. It is imperative that special precautions be observed when welding, cutting, or brazing such items.

MV employees will adhere to the following procedures for hot work on closed containers. Although, the Company prefers that tanks not be cut, employees will do so only under the most strict and controlled circumstances:

- Remove all ignition sources from the vicinity of the container.
- Remove any caps or bungs.
- Check the inside of the container for any rags, debris or trash, which might prevent proper draining. Ensure that lights used for the inspection are intrinsically safe.
- Place the container in a rack and allow it to drain completely.
- Steam the container for at least 10 minutes. Some substances may require longer steaming.
- Rinse the container for 5 minutes with a caustic soda solution.
- Rinse container with boiling water for 5 minutes.
- Wash the outside of the container with hot water.
- Allow the container to dry.
- Inspect the interior of the container. If it is not clean, repeat the process.
- Check the atmosphere inside the container with an explosimeter and oxygen meter to make sure that no flammable vapors are present.

Welding, cutting, or brazing of fuel tanks which cannot be removed for treatment by the above procedure should be performed in the following manner:

- Remove the fill cap.
- Drain remaining fuel from the tank by disconnecting the fuel line or opening the stopcock on the bottom of the tank.
- Rinse the inside of the tank with water, allowing the water to drain out, disposing of residue in the legally prescribed manner.
- Close the stopcock or plug the fuel line inlet.
- Fill the tank with water to within an inch or two of the level where the hot work is to be done. If work is to be done on the bottom of the tank, do not fill it with water.
- Clean all oil, grease, and other combustible material from the hot work area. Remove shield or guard rubber and other sensitive components.
- Using a compressed gas cylinder slowly fill the tank with enough carbon dioxide or nitrogen to inert the atmosphere.
- Check the inside of the tank with an oxygen meter. The oxygen meter should read less than 10%.
- Perform the welding, cutting, or brazing operation, with the fill cap remaining open. If a backflow valve is installed in the throat of the fill stem, block it open.
- Drain the water from the tank and allow it to dry thoroughly.
- Reconnect all lines and attachments and place a few gallons of fuel in the tank.
- Check the tank for signs of a fuel leak.
- If the tank is not leaking, refill and replace the fill cap.

PERSONAL PROTECTIVE EQUIPMENT:

Personal protective equipment for welders should be designed to prevent burns and eye injuries. In some instance, noise protection should also be provided. If unacceptable concentrations of airborne contaminants are present, then respiratory equipment should be used, as outlined in this Manual, Respiratory Protective Equipment. Common protective equipment that should be available to welders includes:

- Flame-resistant gauntlet gloves.
- Aprons made of leather or other flame-resistant material.
- Fire-resistant leggings, or high boots.
- Safety shoes or foot guards should be used when heavy loads are being handled.
- For overhead work, capes or shoulder covers of leather may be used. Skull caps may be worn under helmets to keep sparks out of the hair.
- Ear plugs or muffs may be used to keep sparks out of the ears. Safety hats or other head protection against sharp or heavy falling objects should be used.

Welding also generates intense light, from which the eyes must be protected. Table 1 below shows the appropriate lenses for given applications.

Welding Operation	Shade #
Shielded metal-arc welding 1/16,3/32,1/8,5/32-inch electrodes	10
Gas-shielded arc welding (non-ferrous 1/16,3/32,1/8,5/32-inch electrodes	11
Gas-shielded arc welding (ferrous) 1/16,3/32,1/8,5/32-inch electrodes	12
1/16,7/32,1/4-inch electrodes	12
5/16,3/8-inch electrodes	14
Atomic hydrogen welding	10-14
Carbon arc welding	14
Soldering	2
Torch brazing	3-4
Light cutting, up to 1 inch	3-4
Medium cutting, 1-6 inches	4-5
Heavy cutting, 6 inches	5-6
Gas Welding, light, up to 1/8 inch	4-5
Gas welding, medium, 1/8 to 1/2 inch	5-6
Gas welding, heavy, 1/2 inch and over	6-8

Table 1. Welding Eye Protection Lens Selection Guide

INSPECTIONS: The General Manager will document work practices and equipment conditions twice each year during his general safety audits. The results of this inspection will be recorded and kept on file. He may also perform random inspections to check compliance with proper work practices. The results of these random inspections will be recorded as well.

Department supervisors are responsible for performing daily checks of welding areas and operations. These daily checks need not be recorded. The department supervisor may also perform inspections as directed by the General Manager. Employees are responsible for complying with the work practices described in this section. Any problems should be reported to the department supervisor or foreman.

TRAINING: All employees involved in welding and cutting operations must receive training on this Safety Policy and in how to properly perform welding functions. The training shall document in writing and kept in local training files.

Date Filed / Revision Date	Description of Change



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Safety Policy S-26

FIRE EXTINGUISHERS, PORTABLE - TRAINING, INSPECTION, AND MAINTENANCE

SCOPE: The requirements of the section apply to all MV Transportation, Inc. facilities.

PURPOSE: The purpose of this policy is to outline installation, training in use, inspection and maintenance procedures for portable fire extinguishers.

POLICY: It is the policy of the Company to ensure that employees have ready access to the proper type of fire extinguisher for emergency situations. The guidelines in this policy are adopted from the OSHA standard 29 CFR 1910.157, Portable Fire Extinguisher.

EXTINGUISHER SPECIFICATIONS AND PLACEMENT:

MV Transportation, Inc. provides portable fire extinguishers for use by employees in emergency situations. These extinguishers will be maintained in a fully functional condition. Safe practices will apply to use of all portable fire extinguishers at MV facilities:

- Extinguishers shall be mounted and marked so they are readily accessible to employees and may be reached and retrieved without injury.
- Fire extinguishers using carbon tetrachloride or chlorobromomethane shall not be used. Any such extinguisher currently in place will be removed and replaced with approved extinguishers.
- Any extinguishers that are of the soldered or riveted shell self-generating soda acid or foam type, or of the gas cartridge water type portable fire extinguisher, which are operated by inverting the extinguisher causing the
- cartridge to rupture or initiate an uncontrollable pressure generating reaction, must also be replaced. These types of extinguishers are subject to pressure detonations and are not approved for use.
- Extinguishers will be kept fully charged, have a current inspection tag, and be kept in their designated places at all times, except when in use. The location will be clearly marked for ready identification. Fire extinguishers and access to them will not be blocked.
- Extinguishers placed in various areas of the facility shall be appropriate for the types of fires anticipated. In general, a type ABC dry chemical extinguisher is recommended.
- Extinguishers used for Class A fires must be placed so employees do not have to travel more than 75 feet to reach an extinguisher.
- Extinguishers used for Class B fires must be placed so employees do not have to travel more than 50 feet to reach an extinguisher.
- Extinguishers used for Class C fires must be distributed based upon the appropriate hazard pattern for Class A or B fires.

If combustible metal shavings, flakes, powders, or similarly sized products are produced every two weeks, or more often, then "Class D" extinguishers must also be made available. They must be arranged so that no more than 75 feet of travel is required to reach an extinguisher. Class ABC extinguishers are not suitable for use against metal fires.

FIRE EXTINGUISHER CLASS AND APPLICATIONS:

- CLASS A - Common combustible solids, such as paper, wood, etc.
- CLASS B - Combustible and flammable liquids, such as gasoline, diesel, and other solvents
- CLASS C - Fires involving live electrical components
- CLASS D - Special purpose extinguishers used for fires involving flammable or combustible metals (e.g. magnesium)

INSPECTION AND MAINTENANCE:

MV Transportation, Inc. will use an inspection and maintenance program to ensure that fire extinguishers remain in good working order. This inspection procedure will include the following elements:

- The General Manager of each Division or their representative will visually inspect all fire extinguishers once each month. This includes all buses and MV owned and leased vehicles.
- This inspection shall be recorded on the Fire Extinguisher Inspection sticker / tag located on the front of the fire extinguisher.
- The facility fire extinguisher inspection shall also be recorded on a Monthly Extinguisher Inspection Record and filed in the fire extinguisher folder.
- Fire extinguishers will be given a full maintenance examination annually. A qualified service contractor, who shall furnish MV Transportation, Inc. with a copy of all inspection and maintenance activities performed, will perform this examination. This data will be filed in the fire extinguisher folder.
- Alternative extinguishing methods will be made available while extinguishers are being serviced.

A. Hydrostatic Testing:

MV Transportation, Inc. will use authorized contractors to perform hydrostatic testing. Test intervals are measured from the date the unit was filled and charged. Hydrostatic testing is also necessary immediately after any of the following have occurred:

- The unit has been repaired by soldering, welding, brazing, or the use of patching compounds;
- The cylinder or shell threads are damaged;
- Corrosion that has caused pitting, including corrosion under removable nameplate assemblies;
- The extinguisher has been burned in a fire;
- Calcium chloride extinguishing agent has been used in a stainless-steel shell.

When hydrostatic testing is performed on extinguishers equipped with shutoff nozzles at the end of the hose, the hose assembly shall also be tested. Carbon dioxide hose assemblies must be tested at 1,250 psi and dry chemical assemblies must be tested at 300 psi.

The General Manager will require the tester to furnish a certification record, indicating the date of the test, the signature of the tester, and the serial number or other identifier of the fire extinguisher. This certification will be maintained in the fire extinguisher folder until the next hydrostatic test, or until the extinguisher is removed from service.

TRAINING: MV Transportation, Inc. will train its employees in the proper use of fire extinguishers. This training shall be provided to employees upon their initial hiring and at least annually thereafter. This training shall be recorded in writing and kept in local training files. A copy of this training record should also be placed in the fire extinguisher folder.

Personnel selected for fire watch or emergency response duties involving fire extinguishing, shall be given additional training, which addresses the characteristics of fire, methods of controlling fires, and hands-on training in the use of fire extinguishers. This training will be documented in the Division's training records. A copy of the form will be placed in the Division training file and another in the fire extinguisher folder. Division Managers are encouraged to coordinate fire extinguisher training through their local Fire Department.

See OSHA Reference 29 CFR 1910.157.

Date Filed / Revision Date	Description of Change

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Safety Policy S-27 SAFETY MEETINGS

SCOPE: This policy covers all employees of MV Transportation, Inc.

POLICY: It is the policy of MV Transportation, Inc. to seek and encourage its employees' assistance in identifying workplace hazards. One effective vehicle is through safety meetings, which provide employees an opportunity to provide input regarding safety issues and receive updated safety education/information. All MV Divisions will make possible the opportunity for employees to participate in safety meetings.

PROCEDURE:

- All Divisions will have regularly scheduled monthly safety meetings. These meetings will be open to all employees.
- General Managers will post in advance the time, date and location of all regularly scheduled safety meetings.
- Specific topics for the agenda must be posted with the announcement of the pending meeting.
- The agenda must cover only safety-related items. Agenda items will be directed by management.
- Employees must speak for themselves and cannot be represented by anyone else.
- The manager should advise concerned employees of the results of the meeting and indicate all corrective action taken since the last meetings.
- Care must be taken not to interfere with the collective bargaining rights of the respective unions. These safety meetings are not "committees" and not intended for the bargaining of safety-related issues. Their purpose is to allow individual employees to voice their concerns and to educate employees on relevant safe-work and incident/injury prevention practices.

Questions on safety meetings shall be directed to the Vice President of Safety.

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Safety Policy S-28 MOBILITY DEVICE DROP OFF PROCEDURES

SCOPE: The policy applies to all MV employees who operate paratransit vehicles, buses or other revenue vehicles.

PURPOSE: The purpose of this policy is to communicate the proper procedure for dropping off wheelchair bound or mobility assisted passengers.

POLICY: The following steps must be taken when dropping off a wheelchair passenger.

- 1) Set up positioning of the vehicle upon arrival
- 2) Shift vehicle into PARK position and be sure to set the Parking Brake
- 3) Turn on lift switch
- 4) Remove wheelchair lift cover (if applicable)
- 5) Open lift doors and set lift at floor level position (unfold only)
- 6) Secure interior and exterior lift belt straps across the lift where applicable
- 7) Advise passenger you are going to remove the securement straps
- 8) Remove shoulder and mobility device securements, place in storage area/bag
- 9) Advise passenger you are about to move them onto the lift
- 10) Release interior lift strap
- 11) Guide them onto the lift.
- 12) If electric, turn off mobility device power. If manual, make sure their brakes are locked
- 13) Fasten & check interior lift straps
- 14) Inform them you are about to move the lift
- 15) Deploy lift
- 16) Open/release exterior lift strap once lift is at floor level
- 17) Guide them off the lift, and LOCK their brake.
- 18) Store the exterior lift safety belt. Stow the lift and close door.
- 19) Note: If using retractable lift straps ensure straps are retracted
- 20) Ensure they are safely delivered to their destination.
- 21) Remove the posey belt
- 22) Replace wheelchair lift cover (if applicable)
- 23) Turn off power to the lift
- 24) Check mirrors to ensure the wheelchair lift is closed and it is safe to proceed
- 25) Safely pull away from the curb, slow and smooth

NOTES:

NEVER lift a wheelchair, except for divisions that do stair assists, and then only using proper safety procedures.

Communicate movements and actions to your passenger

Treat your wheelchair passengers as people; make eye contact when you are communicating.

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Safety Policy S-29 MOBILITY DEVICE PICK UP PROCEDURES

SCOPE: The policy applies to all MV employees who operate paratransit vehicles, buses or other revenue vehicles.

PURPOSE: The purpose of this policy is to communicate the proper procedure for picking up wheelchair bound or mobility assisted passengers.

POLICY: The following steps must be taken when picking up a wheelchair passenger.

***ALWAYS BE SURE TO GET THE PERMISSION OF THE MOBILITY DEVICE USER BEFORE TOUCHING OR MOVING THE MOBILITY DEVICE. LET THEM KNOW WHAT YOU WISH TO DO PRIOR TO DOING IT.**

- 1) Set up positioning of vehicle upon arrival
- 2) When vehicle is stopped, shift into PARK position and be sure to set the Parking Brake
- 3) Turn on lift power
- 4) Make sure mobility device area is free of hazards and ready for the passenger
- 5) Remove wheelchair lift cover (if applicable)
- 6) Take posey belt with you when exiting the bus
- 7) Introduce yourself to the client at eye level and make sure this is your passenger
- 8) Ask permission to inspect the brakes of the mobility device to ensure they are in good working condition. If not, bring to the attention of the passenger and make a note on the manifest. This is very important!
- 9) Secure posey belt on passenger (ask permission first). Notify Dispatch if passenger refuses lap belt/restraint. Please note passenger is allowed to refuse this safety device under the ADA.
- 10) Open and deploy wheelchair lift while ensuring both interior and exterior lift straps are in place across the width of the lift.
- 11) Open exterior lift belt strap leaving interior lift strap in place
- 12) Inform the passenger you are about to move them
- 13) Back the mobility device on to the lift
- 14) If electric, turn off power. If manual, make sure their brakes are locked!
- 15) Fasten exterior lift belt strap across the width of lift
- 16) Inform them you are about to move the lift
- 17) Operate the lift
- 18) Inform the passenger to remain on the lift until you enter the bus. Once inside of the vehicle release the interior lift belt strap and provide assistance off the lift
- 19) Back them into the wheelchair spot
- 20) Secure the mobility device with a 4 point tie down. If the passenger refuses. Do not move the bus and contact Dispatch for the assistance a Road Supervisor.
- 21) Secure the passenger with lap and shoulder harness. Notify dispatch if passenger refuses either belt and activate DriveCam (if available) to record refusal on camera.
- 22) Test the securement straps for tautness. DO NOT harshly shake or jostle the mobility device
- 23) Secure the lift straps across lift to prevent banging noise and prevent damage
- 24) Note: Retractable straps should be retracted
- 25) Stow the lift and close door
- 26) Replace the wheelchair lift cover (if applicable)
- 27) Return to the driver's seat
- 28) Put on driver's seat belt

- 29) Turn off the power to the lift
- 30) Check mirrors and ensure the lift is closed and it is safe to proceed
- 31) Safely pull away from the curb, slow and smooth

NEVER lift a wheelchair, except for divisions that do stair assists, and then only using proper safety procedures.

Communicate movements and actions to your passenger

Treat your wheelchair passengers as people; make eye contact when you are communicating with them.

Date Filed / Revision Date	Description of Change



MV TRANSPORTATION, INC. CORPORATE POLICY STATEMENT

General policies of MV Transportation, Inc. are issued from time to time and are designed to provide general guidance to company managers in the conduct of the business. Policies may, from time to time, become dated or may no longer apply. In the event of questions, the policy should be referred to the General Counsel for interpretation. In the event a policy conflicts with the law, regulation or the terms of a contract with a customer, the policy will be subordinate to such law, regulation or contract term. Policies are only effective on the written approval of the Chief Executive Officer.

Safety Policy S-30 INJURY INVESTIGATION - SUPERVISOR RESPONSIBILITY

SCOPE: This policy applies to all employees of MV Transportation, Inc.

PURPOSE: The purpose of this policy is to describe investigation procedures performed by supervisors in the event an employee is injured.

POLICY: It is the policy of MV Transportation, Inc. to investigate all incidents/injuries, to identify causes, and to correct deficiencies, if any.

RESPONSIBILITY:

Supervisors:

Begin the investigation immediately after receiving the first report of injury. Employees must report all injuries to management as soon as they occur.

- Visit the incident site, if possible, to determine where each object, person, and element in the event was located just prior to the mishap. Get the "big picture", as exact as possible.
- Interview all persons involved, beginning with the injured employee whenever possible. Assure the employee the purpose of the investigation is not to place blame but to establish cause in order to prevent a recurrence. Re-enact exactly what was being done in the moments leading up to the injury.
- Determine what type of injury was received. Evaluate against the exact activity and detailed sequence of actions leading to the injury. Does the action fit the injury?
- Review and record all physical evidence from the accident site. Site diagrams including photos and measurements of key elements and materials should be included.
- Record the facts surrounding the accident on the Supervisor's Investigation Report.

Analyze the facts to determine WHY the accident happened. Understanding injury causes is essential in the effort to eliminate future similar accidents. Several major types of causal factors exist and the investigation should seek answers in each category to ensure an in-depth analysis:

- Unsafe Acts - the actions of the individual that precede and bring about the accident.
- Unsafe Conditions - factors in the physical environment that contributed to the accident.
- Indirect Human Factors - conditions, characteristics or attitudes of the individual that influenced the accident.
- Knowledge or skill deficiency - did not understand the risk
- Improper attitude or motivation - aware of the risk but in a hurry to complete the job.
- Mental or physical state factors - risk was known and normally would not have been taken, but the individual was fatigued or inattentive.

Indirect Environmental Factors - the reason for the unsafe condition to exist in the environment.

- Actions of workers in general.
- Errors existing from design.
- Improper purchasing practices.
- Abnormal wear and tear on equipment.
- Failure to maintain.
- Failure to maintain properly.

Correct the problem/deficiency immediately!

- Make recommendations for corrective actions to improve the management system.

Submit reports as required to:

- Risk Management
- Regional Manager - Maintenance
- General Manager
- Area Safety Director

Additionally, OSHA must be notified within 8 hours in the event of a death or when 3 or more persons require hospitalization (See policy on OSHA Record-keeping).

Date Filed / Revision Date	Description of Change



MV TRANSPORTATION, INC. CORPORATE POLICY STATEMENT

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Safety Policy S-31 SPEED LIMITS - ALL COMPANY VEHICLES

SCOPE: This policy applies to every employee or contractor operating Company vehicles.

PURPOSE: The purpose of this policy is to promote safe operations of Company equipment.

POLICY: It is the policy of this Company that all employees shall operate buses and other vehicles at speeds not to exceed 5 m.p.h. on MV property and that they will obey all other speed limits when on public highways.

PROCEDURE:

The maximum allowable vehicle speed on company facilities is 5 m.p.h. Slower speeds are to be used in and around customers, employees, or other areas having potential danger.

When operating under congested conditions, drivers will operate the Company vehicle at throttle idle speed with the brake covered and will remain especially alert for changing conditions.

On the public highways, all employees in Company vehicles will operate in accordance with posted, or at a lesser speed if conditions warrant.

Date Filed / Revision Date	Description of Change

MV TRANSPORTATION, INC. CORPORATE POLICY STATEMENT

General policies of MV Transportation, Inc. are issued from time to time and are designed to provide general guidance to company managers in the conduct of the business. Policies may, from time to time, become dated or may no longer apply. In the event of questions, the policy should be referred to the General Counsel for interpretation. In the event a policy conflicts with the law, regulation or the terms of a contract with a customer, the policy will be subordinate to such law, regulation or contract term. Policies are only effective on the written approval of the Chief Executive Officer.

Safety Policy S-32 ACCIDENT/INCIDENT REPORTING PROCEDURES

SCOPE: This policy affects all MV employees who operate company vehicles/buses, as well as managers and supervisors who investigate incidents.

POLICY: It is the policy of this Company to minimize injury, damages, pain and suffering for people involved in vehicular mishaps involving MV vehicles, to promptly report and to thoroughly investigate these occurrences.

PURPOSE: The guidelines in this policy designate the procedures for all employees to follow when an incident occurs and to ensure accurate and timely incident reporting.

An *Incident* is any MV mishap involving a MV employee, MV passenger, MV vehicle, MV equipment, or the environment. An incident may or may not result in injury or death to a person, damage to vehicles or property, or damage to the environment. This includes alleged incidents which are claimed to be caused by a MV employee, vehicle, or equipment; even though the MV employee, vehicle, or equipment is not affected.

PROCEDURE:

This procedure applies to all MV losses (other than Workers' Compensation) to include:

- Vehicular collision with any person, vehicle, or object
- Passenger/Customer/Client Incident/Injury
- MV Vehicle Physical Damage (including unknown yard physical damage)
- MV Property (buildings/contents) Losses (fire, tornado, flood, hurricane, vandalism, break-in, etc.).
- Environmental Exposures (i.e. fuel, oil, antifreeze, or other spills)
- Theft of MV vehicles, equipment, or property

When an incident could have been avoided, it was a preventable loss. MV Safety investigates "major" preventable incidents (see below for definition) to determine cause; and monitors preventable incidents to spot trends and to determine the trends' root causes. This includes examining driving and work procedures and revising them if found faulty; and identifying violations of MV, OSHA, DOT, FTA, or other procedures, rules or regulations.

INCIDENT TYPES

Major: An incident involving a transit vehicle or occurring on MV property involving one or more of the following:

- Fatality
- Pedestrian or Bicyclist incident/injury
- Passenger incident/injury involving lift
- Passenger incident/injury while entering/exiting vehicle
- Passenger incident/injury involving improper wheelchair securement
- MV Operator is cited for a moving violation
- Any injury (including to MV Operator) requiring immediate medical attention away from the scene
- Property damage equal to or exceeding \$5,000
- Environmental spills
- Vehicle roll-over/lay-over
- Vehicle fire

- Incidents with Operator allegation of equipment and/or maintenance failure
- Events with potential for negative public relations and/or news media coverage
- Incidents where Operator drug and/or alcohol use may be involved
- Incidents where fault is in question

Minor: All other incidents that do not meet the definition of a “major” incident.

INCIDENT REPORTING PROCEDURE:

1. All MV incidents shall be immediately reported from the scene.
2. Other than an hourly employee if at all possible, it is the responsibility of the General Manager to make sure a person responds to the accident who will ensure care for our driver and equipment, review of accident investigation and proper review of company liability.
3. Operator at scene shall immediately contact Dispatch and provide incident details.
4. Immediately Call Auto Hotline at (866) 688-7475
5. Complete the Initial Accident/Incident Claim Line Information Sheet to assist with gathering the details and to aid in the verbal phone notification.
6. After the phone notification, immediately scan and e-mail this report to claims@mvtransit.com. If unable to e-mail, fax to (214) 646-1858.

MAJOR INCIDENTS PROCEDURES:

In case of major incidents, in addition to the above, managers shall take the additional steps outlined below:

1. Obtain the following basic information:
 - a. Time and Place of incident
 - b. Driver name and Date of Hire
 - c. Vehicle number and type (cut-away, van, bus, sedan, etc.)
 - d. Injuries, if transported from scene –where to and by whom.
 - e. Damage description
 - f. Basic facts of collision, accident or incident.
2. Call and notify the following persons:
 - a. Director of Safety and/or
 - b. Vice President of Safety
 - c. Regional Vice President
3. General Manager or designee submits a “High Priority Event
4. Notification: Go to “Lawson Portal/Procedures and Forms/Safety/Report a Serious Incident” and enter the
5. required information.
6. Director of Safety and/or the Regional Vice President will continue the phone tree to the senior executives listed on a
7. need to know basis.
8. If the Director of Safety and/or the Regional Vice President or Vice President of Safety is not available, please contact the Sr. VP of Safety, or in his absence, the President of Operations. If the President of Operations is not available, contact another Corporate Officer or Director who will then continue the phone tree as necessary.

NOTES:

- *The only information given by MV employees should be to Police Officers present at the scene of the incident.* Operator does not discuss incident/loss with witnesses – Operator only discusses with police, MV Safety personnel, MV Risk Management personnel, and/or MV Third-Party Claims Administrator personnel.
- *Refer all other parties to Risk Management to handle any public and/or media questions.* For these situations, please make sure you can provide Risk Management with the name and phone number of the inquiring party. If necessary, Risk Management will involve the Director of Media Relations to communicate to the public and/or media.

INCIDENT/ACCIDENT/LOSS PROCEDURES

1. Pre-Planning:

a. General Managers/Dispatchers must be aware of all sources of assistance in handling incidents/losses. Before an incident/loss occurs, have contacts on hand for:

- Operator's family and/or emergency notification
- Local police department and/or local sheriff department
- Highway patrol/state police
- Local fire department and local ambulance service
- Tow truck, heavy equipment, and construction companies

MV Risk Management staff and MV Safety staff are excellent sources for help. Have their telephone numbers available.

b. General Managers post their home telephone numbers and cell phone numbers so they can be called when an emergency occurs. Emergency Telephone Numbers shall be posted next to all MV telephones and shall be available at all supervisors' home telephones. This should include a list of local and MV telephone numbers used in controlling emergencies.

c. Prominently place "reporting" decals in MV vehicles. The decals read, "Should you be involved in an accident or should any other incident occur, immediately contact Dispatch who shall immediately communicate with you and the 24-Hour ClaimLine, (866) 688-7475." Place these stickers on the dash and on the driver-side sun visor.

d. Equip MV vehicles with the following items:

1. Three (3) bi-directional emergency reflective triangles (not flares).
2. Incident Reporting Packets and color disposable flash cameras.
3. Fire extinguisher having an Underwriters' Laboratories rating of 5 B:C or more.

To order replacement incident reporting packets and cameras, go onto Portal, under Procedures and Forms, and under Risk Management – there is an Incident Reporting Packets bullet point. Click on that bullet point, complete your order information, and submit your order.

2. Incident/Loss Occurs:

A. MV Operator: If involved in an incident with an unattended vehicle,

a) Try to locate the owner.

b) If the owner cannot be located, Operator securely leaves a note on the vehicle with his/her name and address, and the company/division's name, address and phone number.

c) Operator obtains the vehicle identification number and license plate number of the other vehicle and includes that information when reporting the incident.

d) An Incident Reporting Packet which includes a color disposable flash camera is supplied to Operator. Operator takes pictures of damages.

e) Operator delivers used camera to General Manager/Dispatcher.

A. If involved in a Hit and Run Incident while on the job or in a company-owned vehicle and you record/obtain the adverse vehicle's license plate number or capture picture of adverse vehicle via camera or Drive Cam, it is mandatory that the police are called, and an incident report is filled out and filed with them. Once this is completed, please forward this information to Risk Management.

B. If otherwise involved in a vehicular incident, Operator exercises on-scene emergency control until properly relieved by a supervisor or company official. Control will be directed to prevent further threat to human life, damage to the environment, and/or damage to property.

For traffic control and to protect others:

1. Stop immediately and shut down vehicle (shift transmission into park, or neutral, shut off engine and set parking brakes).
2. Turn on four-way flashers.
3. Place emergency reflective triangles as soon as possible, but in any event within ten minutes.
4. Detour non-essential traffic.
5. Notify police/fire/ambulance. If necessary, direct a passerby to notify the proper authorities. Be sure to indicate if there are injured people at the emergency scene. Do not leave the scene except in an extreme emergency.
6. Do not move MV vehicle (unless there is a fire or spillage that may spread) until authorities arrive.
7. Do not allow any other vehicles to be moved until someone in authority arrives to verify the positions of the vehicles and the lengths and positions of skid marks. Calm down. Try to detach yourself from what has happened so you can be as objective and unemotional as possible. Don't smoke and caution others to not smoke; as there may be fumes that could cause an explosion or fire.
8. If safe, extinguish any controllable fire and/or shut off any leak.
9. Assist injured or endangered persons, but do not move them or permit them to get up unless absolutely necessary. Keep them warm and quiet until emergency help arrives.
10. Prevent fires by turning off ignitions, disconnecting battery cables, prohibiting smoking, or taking any other indicated action.
11. Prevent contact with spilled materials.
12. Do not touch (or permit others to touch) vehicles/objects in contact with downed power lines. Keep occupants in vehicles.
13. Keep sightseers back/away from emergency scene.
14. Follow the Incident Handling Procedure/Instructions contained in the Incident Reporting Packet.

3. Report incident/loss to dispatch and 24-hour Claim Line:

MV Operator at scene shall immediately contact Dispatch who shall immediately communicate with the Operator and 24-Hour Claim Line, (866) 688-7475 (See Incident reporting procedures above).

- Operator should never try to handle things alone.
- Call while the emergency is small and controllable.
- Dispatch shall provide a telephone number at which the Operator can be contacted. Usually this is the Dispatch number.
- Dispatch and Operator shall stay in telephone contact with the 24-Hour Claim Line until released.

4. Operator Takes Pictures of Scene and Damages:

MV vehicles are equipped with color disposable flash cameras:

- a. Photograph the causes of the incident.
- b. Photograph the incident scene before vehicles are towed or moved. Include surrounding landmarks / reference points in the pictures.
- c. If skid marks are long, start photographing 150 feet before skid marks begin and continue as you walk closer to the vehicle.
- d. Photograph vehicles, including points of impact, damaged areas, undamaged areas, and spilled materials.
- e. Do not photograph bloody or gory details.
- f. Make a sketch of the scene before any vehicles are moved. The important thing is to show the positions of the vehicles as they approached the scene and where they were following the collision.

5. Equipment Recovery: Division ensures proper damaged equipment handling and securement.

6. Operator Identifies Himself/Herself: Operator gives any other involved party his/her name, division name, division address, and division phone number; and if requested, insurance information from Insurance Identification Card located in glove box.

7. Operator Provides Local Authorities and Emergency Responders Details of Incident/Loss:

- a. Operator obtains any reports from authorities/police or emergency responders that must be completed.
- b. Operator cooperates with police officials but does not admit any responsibility to anyone except MV Risk Management personnel, MV Safety personnel, and/or MV Third-Party Claims Administrator personnel.
- c. Operator does not give a formal statement (written or recorded) to anyone until Operator has contacted MV Risk Management, and then, not unless approved by MV Risk Management. Operator never discusses incident with reporters. Supervisor who may respond will support this.
- d. Operator always notifies the police, no matter how minor an incident or collision may seem to be, even if it's just a minor "fender bender." Always report it to the police. If other party just wants to exchange information and not call the police, Operator calls in a report anyway.

8. Operator Obtains Names and Addresses of Witnesses:

- a. Operator gets names and addresses of all witnesses to the incident using Courtesy Information Cards contained in Incident Reporting Packet.
- b. Operator does not discuss incident with witnesses – Operator only discusses with police, MV Safety personnel, MV Risk Management personnel, and/or MV Third-Party Claims Administrator personnel.

9. Operator Completes Incident Report: Operator

completes "Incident Report" before leaving the incident scene. This report is critical, as it captures MV information, third- party claimant information, client/passenger information, police information, an incident description, an incident diagram, etc.

10. Operator Delivers: Incident Report, Used Camera, Courtesy Information Cards, and any other Incident Reporting Packet Items to General Manager/Dispatcher. Operator gives General Manager/Dispatcher Incident Report, Courtesy Information Cards, used camera, diagrams, sketches, etc.

11. General Manager/Dispatcher Forwards Items to MV Risk Management:

1. General Manager/Dispatcher immediately scans and e-mails items to claims@mvtransit.com.
 - If unable to e-mail, fax to (214) 646-1858.
 - General Managers retain originals for his/her records.
 - Several other reports may be completed from the information on these items, so it is important that the information is complete and accurate.
2. General Manager uploads any relevant photos and videos to OneDrive.
Note: OneDrive Procedure attached as an appendix to this policy.
3. General Manager/Dispatcher ensures that safety items in MV vehicles are immediately replaced/recharged prior to next dispatch: Incident Reporting Packet with color disposable flash camera, fire extinguisher, 3 bi- directional emergency reflective triangles, etc.

12. Loss Handling:

- a. MV Risk Management directs loss handling. General Managers ensure that all losses are immediately and properly reported. MV Risk Management or MV's Third- Party Claims Administrator initiates all claim filings. Except for thefts, break-ins, and stolen vehicles, General Managers shall not file reports or other information with local, state or federal authorities.
- b. Whenever there is any possibility of serious liability, the General Manager:
 1. Sends complete maintenance file on the vehicle to MV Risk Management
 2. Sends Operator's logs/time sheets to MV Risk Management
 3. Prints electronic control module data (if applicable) and sends to MV Risk Management

4. Risk Management ensures Drive Cam event (if applicable) is obtained

13. Damaged Equipment:

A. Probable Total Losses: General Manager obtains repair estimate and scans and e-mails it to claims@mvtransit.com.

1. If unable to e-mail, fax to (214) 646-1858. MV Risk Management contacts Fixed Assets and determines if MV vehicle is a total loss.
2. If MV vehicle is deemed a total loss, General Manager has any valuable/usable parts removed and then obtains salvage bids.
3. General Manager obtains approval from MV Risk Management before selling salvage.
4. General Manager processes Fixed Asset Action Form and forwards for required approvals.
5. When General Manager receives salvage proceeds, General Manager faxes copy of check to MV Risk Management and forwards check to Accounts Receivable utilizing the applicable MV Lockbox Remittance Form.

B. Repairable Losses: General Manager contacts Maintenance Manager. Maintenance Manager authorizes and controls all repairs following maintenance protocols. MV Risk Management distributes weekly reports that include its internal claim number for the damaged or total loss vehicle. General Manager approves all MV vehicle repair invoices. General Manager codes vehicle repair invoices to GL#7090 or GL#6150. General Manager forwards approved and coded MV vehicle repair invoices to Accounts Payable.

C. The following information explains what GL code to assign and what additional information will be required to avoid delaying payment.

1. 7090 Collision – This GL number should be used for all MV vehicle repairs made and/or parts purchased due to some type of collision. The MV Risk Management internal claim number is required to be on each invoice that is assigned this GL number. Failure to provide the claim number will prevent Risk Management from approving the invoice for payment and will delay timely payment to the vendor.
2. 6150 Outside Services – This GL number should be used for all MV vehicle body repairs made and/or parts purchased due to wear and tear over time. Examples would be rusted areas and faded paint. Repairs made to a vehicle that was purchased with pre-existing damage can also be coded to this GL number. An explanation will be required for each vehicle body repair invoice that is coded to this GL number. Invoices coded “6150” do not require a MV Risk Management internal claim number.

D. MV vehicle repairs (MV Damage):

Effective 1/1/08, the division is responsible for the full amount of the repairs. These invoices must be approved for payment by Risk Management.

E. MV Damage Subrogation:

If it is possible that MV can collect for damages caused by a responsible third party, General Manager scans and e-mails all information related to the incident to claims@mvtransit.com. If unable to e-mail, fax to (214) 646-1858.

1. Obtain a repair estimate and submit the estimate and photographs of the damage to Risk Management. These items will be used as documentation for MV's subrogation demand.
2. In addition to the damages, MV Risk Management will also attempt to collect “loss of use” from the responsible third party.
3. MV Risk Management compiles a formal claim for damages for submission to the responsible party. MV Risk Management follows up on collection. Damages and/or loss of use recovered through subrogation efforts will be credited to the division.
4. If an insurance company or its representative requests repair cost information, General Manager refers that person to MV Risk Management. Do not release cost information.

14. Alleged Equipment/Maintenance Failure:

Claims of equipment or maintenance failure are always referred to as "alleged" failure until an inspection of suspect systems by qualified personnel verifies or denies such claims. The following steps are followed in instances of alleged equipment or maintenance failure:

1. If Operator alleges a failure, contact MV Risk Management immediately.
2. Arrange to have vehicle towed to nearest MV division or area where vehicle can be secured. Do not let vehicle be driven.
3. Secure vehicle. Don't let anyone tamper with vehicle, including MV personnel.
4. Call MV Risk Management to direct investigation activity.
5. MV Risk Management will set up inspection with manufacturer's representative, expert (if applicable), and MV personnel.
6. Notify and coordinate inspection with field personnel.
7. Assist in the inspection of vehicle at formal inspection.
8. Send complete maintenance file on vehicle to MV Risk Management.
9. Send Operator's logs/time sheets to MV Risk Management.
10. Print electronic control module data and send to MV Risk Management.
11. Risk Management ensures Drive Cam event (if applicable) is obtained.

15. Stolen MV Vehicle.

General Manager/Dispatcher immediately reports loss to MV Risk Management.

- A. General Manager/Dispatcher immediately reports the loss to local police authorities. Direct the police authorities to enter the stolen vehicle on the NCIC. Note: If vehicle is ultimately recovered, General Manager/Dispatcher immediately reports recovery to local police authorities and directs them to remove from the NCIC; and General Manager/Dispatcher immediately reports recovery to MV Risk Management.
- B. General Manager obtains a copy of police report and faxes it to MV Risk Management.
- C. Instruct MV Operators on the following:
 - a) If anyone tries to take a vehicle, let them have it. Do not get into an altercation with them.
 - b) If a vehicle is taken or is missing, immediately phone MV Risk Management.
 - c) Report any suspicious activity to General Manager/Dispatcher.
- D. Depending on the circumstances regarding the missing vehicle, MV Risk Management may notify FBI, appropriate state Highway Patrol, FTA, and Federal DOT.

16. Break-Ins and other Property Losses.

- A. General Manager/Dispatcher immediately reports loss to MV Risk Management.
- B. General Manager/Dispatcher immediately reports loss to local police authorities.
- C. General Manager obtains a copy of police report and faxes it to MV Risk Management.

17. Post-Loss Procedures, Reports, and Correspondence.

- A. General Manager forwards all correspondence relating to an incident/loss to MV Risk Management. General Manager identifies the correspondence to MV Risk Management by indicating the Operator's name and the date of the loss.
- B. If lawsuit papers are received, General Manager immediately telephones MV Risk Management at (866) 665-1426. General Manager forwards the papers via overnight mail to: EVP, c/o MV Risk Management, 2024 College Street, Elk Horn, IA 51531, with a memo stating the person served and the date and time of service. The EVP of Risk Management can also be reached by telephone at (712) 764-3720.

18. Post-Accident Alcohol and Controlled Substances Testing

- A. Fatal Accidents: As soon as practicable following an accident involving the loss of human life, an employer shall conduct drug and alcohol tests on each surviving covered employee operating the transit vehicle at the time of the accident. The employer shall also drug and alcohol test any other covered employee whose performance could have contributed to the accident, as determined by the employer using the best information available at the time of the decision.

- B. Non-Fatal Accidents: As soon as practicable following an accident not involving the loss of human life in which a transit vehicle is involved, the employer shall drug and alcohol test each covered employee operating the transit vehicle at the time of the accident unless the employer determines, using the best information available at the time of the decision, that the covered employee's performance can be completely discounted as a contributing factor to the accident. The employer shall also drug and alcohol test any other covered employee whose performance could have contributed to the accident, as determined by the employer using the best information available at the time of the decision.
- C. "Accident" Definition: "Accident" means an occurrence associated with the operation of a vehicle (including operation of its lift), if as a result:
 - D. A Fatality; or
 - E. An individual suffers bodily injury and immediately receives medical attention away from the scene of the accident; or
 - F. With respect to an occurrence in which the transit vehicle involved is a bus, electric bus, van, or automobile, one or more vehicles (including non- FTA funded vehicles) incurs disabling damage as the result of the occurrence and such vehicle or vehicles are transported away from the scene by a tow truck or other vehicle; or
 - G. With respect to an occurrence in which the transit vehicle involved is a rail car, trolley car, trolley bus, or vessel, the transit vehicle is removed from operation.
- H. MV Division Management coordinates/arranges post-accident testing. If reasonable suspicion is suspected, all reasonable suspicion testing guidelines will be followed.

Test Results Obtained. Test results are obtained by Elk Horn Qualification and reported to MV Division Management, or vice versa. General Manager contacts MV Management concerning disposition of Operator.

Date Filed / Revision Date	Description of Change

Appendix

		MV Safety OneDrive Upload Procedures			
Distribution:		Safety Managers			
Category:		OneDrive	Section No.:		
Author	By:	Shane Shelton	Approval	By:	
	Date:	8/16/2016		Date:	
Email:		Shane.shelton@mvtransit.com		Status:	PENDING
Revision Date:		8/18/2016		(active, inactive, pending)	

PLEASE NOTE: Any changes to this document will require manager-level approval

1.0 PURPOSE:

To give safety manager instructions on how to upload videos, photos and documents to the Claims Department via Microsoft OneDrive

2.0 RESPONSIBLE PARTIES:

MV Infrastructure Team

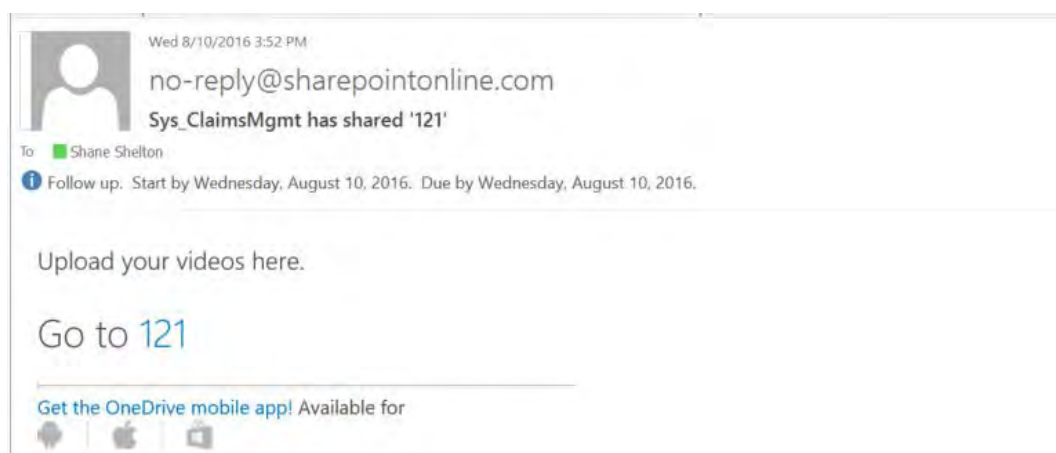
3.0 PROCEDURE INFORMATION:

User Provisioning (for the Claims Team Only):

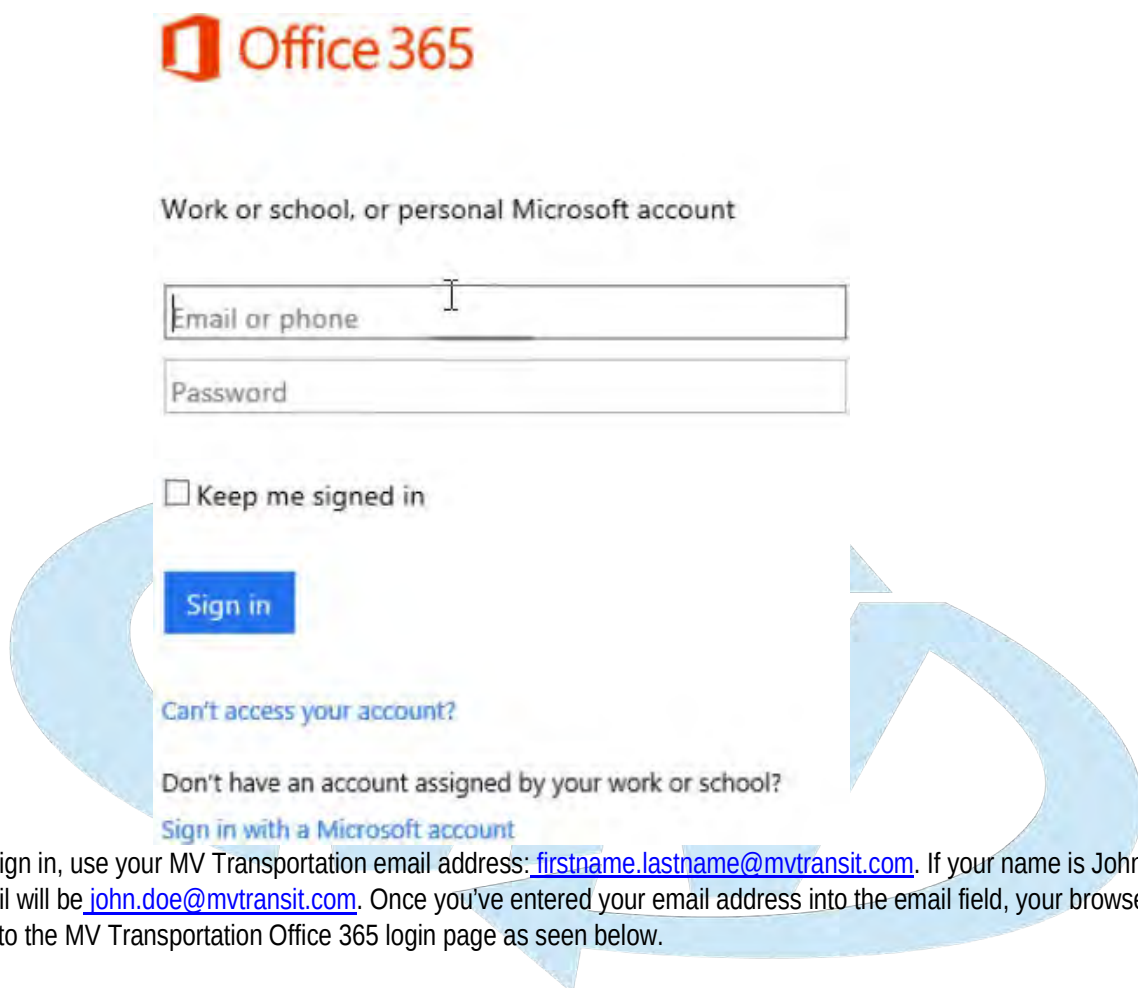
1. The IT Infrastructure team will get a ticket from the Auto Claims Manager requesting that a user be given access to a divisional folder via the Help Desk.
2. The user will be provisioned according to the tickets directions.
3. The same process will be used for user moves and deletions.

End User Access Instructions:

1. Upon successful provisioning of the end user's account, the end user will receive an email from no-reply@sharepointonline.com with the Subject of "Sys_ClaimsMgmt has shared 'Division Number'"



2. The end user can click the "Division Number" hyperlink in the email body to go to the One Drive Login page. The example above shows you'd click the blue "121" number in the body of the email for Division 121.
3. This will take you to a sign-on page with your default browser. MV IT recommends you use Internet Explorer or Google Chrome of the best results.



The image shows the Office 365 login page. At the top is the Office 365 logo. Below it is the text "Work or school, or personal Microsoft account". There are two input fields: "Email or phone" and "Password". Below the "Email or phone" field is a checkbox labeled "Keep me signed in". Below the checkbox is a blue "Sign in" button. Below the button is a link "Can't access your account?". Below that is the text "Don't have an account assigned by your work or school?" and a link "Sign in with a Microsoft account". A large blue arrow points from the "Sign in" button to the "Sign in with a Microsoft account" link.

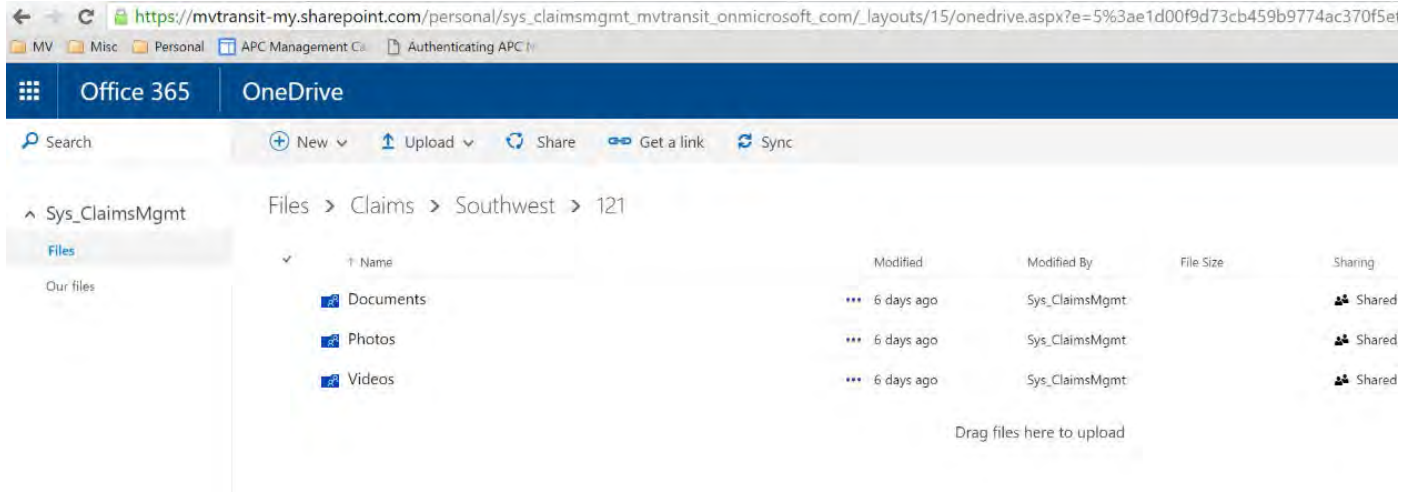
4. To sign in, use your MV Transportation email address: firstname.lastname@mvtransit.com. If your name is John Doe, your email will be john.doe@mvtransit.com. Once you've entered your email address into the email field, your browser will redirect you to the MV Transportation Office 365 login page as seen below.



The image shows the MV Transportation logo, which consists of a green map of the United States with a blue "MV" and a circular arrow around it.

Sign in with your organizational account

1. Your email address will already be populated, just enter your domain password. This is the same password you use to log into your MV desktop or laptop. Click Sign in.
2. This will then take you to the OneDrive folder you have access to. You will notice if you click outside of your folder, you will receive access denied messages. You will ONLY have access to the division you were assigned by the Auto Claims Manager.

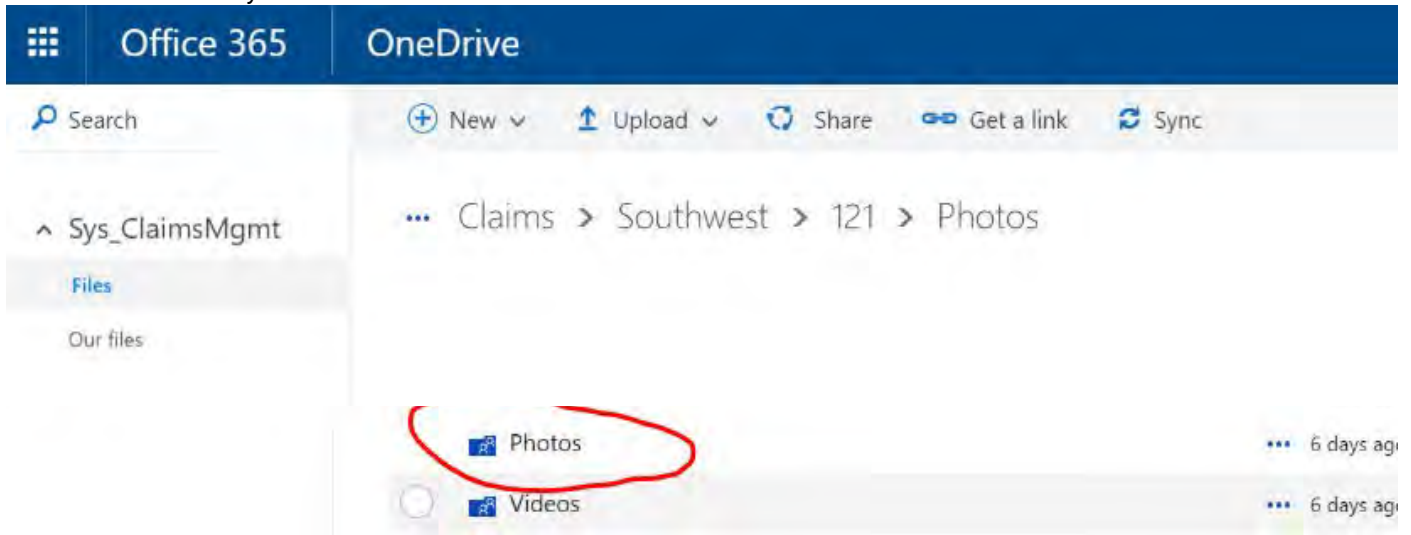


3. From here you can open the folders you would need to upload into. Further instructions on uploading files are below. You can bookmark the page you accessed in step 6 to streamline logging in in the future.

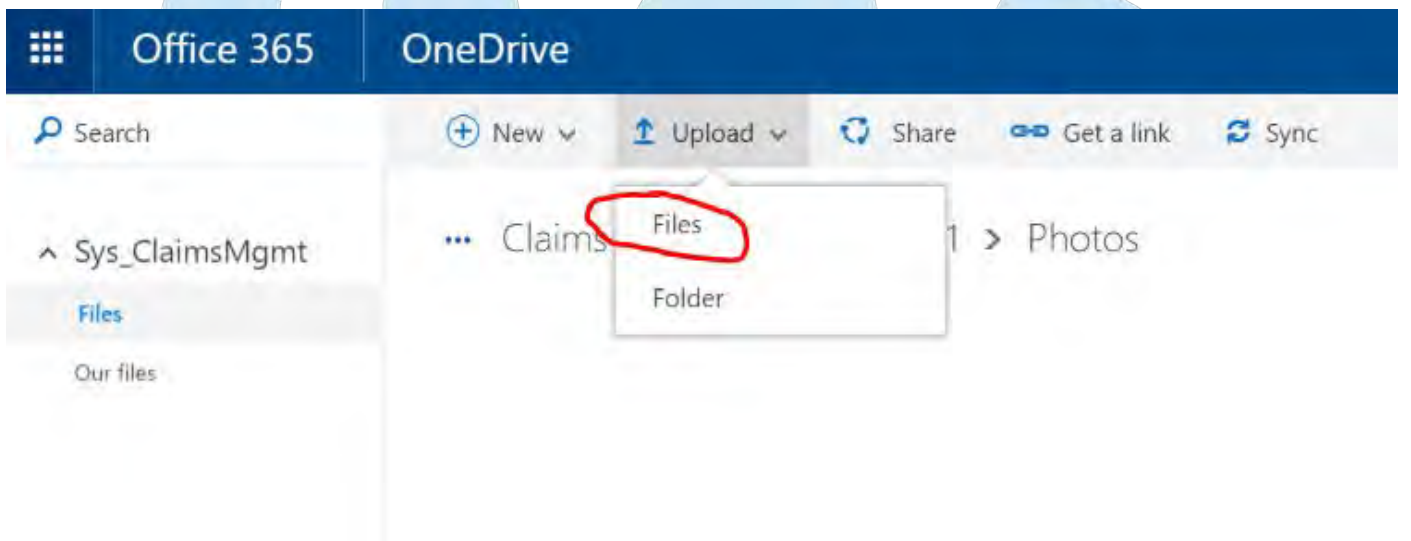
Uploading Files:

1. Once you've completed Steps 1 – 7 above under the “End User Access Instructions”, you can now start to upload files. To do so, click the folder you want to upload to (in this example we'll use a photo upload). Click on the Photos Folder.

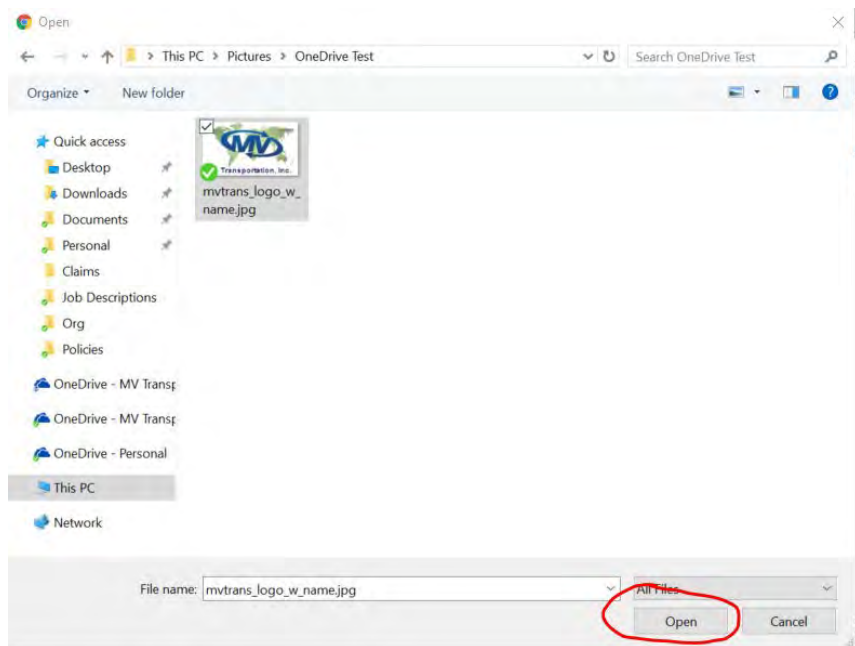
2. This will take you the Photos folder.



3. To upload a photo, click Upload -> Files



4. Browse to the location on your computer of the file you want to upload. In this example, we are uploading the one MV logo picture. Click on the file(s) you want to upload, you can upload multiple if need be at a time. Click Open to start the upload.



5. Your file will then upload into the folder you were in before you clicked the Upload -> Files button in step 3. We were in the Photos folder in this example, so the file uploaded into the Photos folder. If you want to upload a Video, start from the Videos folder and the same for the Documents folder.
6. That's it. You've now uploaded a file to Claims for review.

Labeling Uploaded Documents to OneDrive:

Please prefix all documents uploaded into OneDrive with the following coding. Please note that all photos need to be saved on a Word document. Then uploaded to OneDrive with the proper label; Pic – M16XXXX or Pic – “Ref Number”. The MV claimant number is provided on the Daily Incident Report or Weekly Incident Report.

1. Division Reports – DR-M166403 or DR-CG122
2. Police Report – PR-M166403 or PR-CG122
3. Photos – Pic-M166403 or Pic-CG122
4. Estimate – Est-M166403 or Est-CG122
5. Letter – Ltr-M166403 or Ltr – CG122
6. Video – Video-M166403 or Video-CG122
7. Invoice – Inv-M166403 or Inv-CG122
8. Tender – Tender-M166403 or Tender-CG122

4.0 REFERENCE DOCUMENTATION:

“MV” is to be understood as MV Transportation and/or its affiliated companies (collectively “Company”).

5.0 DOCUMENT CHANGE LOG:

Version	Date	Author	Change Description
1.0	8/16/2016	Shane Shelton	Original draft
1.1	8/18/2016	Shane Shelton	Added Coding
1.2	12/20/2016	Shane Shelton	Added photo saving wording under labeling

MV TRANSPORTATION, INC. CORPORATE POLICY STATEMENT

General policies of MV Transportation, Inc. are issued from time to time and are designed to provide general guidance to company managers in the conduct of the business. Policies may, from time to time, become dated or may no longer apply. In the event of questions, the policy should be referred to the General Counsel for interpretation. In the event a policy conflicts with the law, regulation or the terms of a contract with a customer, the policy will be subordinate to such law, regulation or contract term. Policies are only effective on the written approval of the Chief Executive Officer.

Safety Policy S-33 DRIVECAM

SCOPE: This policy applies to all employees who operate Company vehicles or perform work on behalf of the company.

PURPOSE: The purpose of this policy is to provide a standard to remediate improper driver behaviors while operating our vehicles. The goal is to proactively identify unsafe behaviors and improve them through coaching, retraining and, if necessary, disciplinary measures in accordance with the provisions of the Employee Handbook and applicable Collective Bargaining Agreements.

POLICY: All DriveCam events will be reviewed and evaluated for compliance with the company's policies and defensive driving standards. Drivers found acting in an improper and/or unsafe manner shall be coached towards behavior improvement and if necessary retrained and/or disciplined.

- A. Procedure: The heart of the Drive Cam program is the counseling and retraining process. In order to have a positive effect on driver behavior, events must be viewed and counseled daily, and corrective actions must be taken in a timely manner:
1. Identify the Vehicle Operator and review the driving behavior from the DriveCam Event Log.
 2. Schedule a counseling session with the Operator at the very first opportunity (whenever possible counseling should be completed within four business days based on employee schedule after the event appears on DriveCam Event Log):
 - a. Review event with Operator (1 on 1 with Operator).
 - b. Discuss how the Operator can prevent unsafe driving acts and perform safe driving acts using the Smith System and other defensive driving techniques received during his/her training.
 - c. Have the operator sign the DriveCam Event Log form and file in the operator's personnel file.
 - d. Develop a Corrective Action Plan to provide positive feedback and further help the Operator correct unsafe driving behavior and adopt safe driving habits.
- B. Remedial actions: Remedial actions for improper behaviors identified via the DriveCam event recorder shall, generally, be progressive in nature and based on the "Event Risk Score", taking in account both the individual event score and the cumulative score earned by the driver for a specific period of time. Safety Points shall be assessed for both certain individual Drive Cam events and whenever the cumulative "Event Risk Scores" reach certain thresholds/levels (See Table 1).

	Drive Cam Events Remedial Action	
INDIVIDUAL EVENTS	DC Event Risk Score	Action
	1-8	Documented Verbal Counseling/Coaching
	9-13	Written Counseling & Refresher Training
	14+	1 Safety Point & Refresher Training
	Cumulative Event Risk Scores in 30 Days*	
CUMULATIVE SCORES (* Rolling 30-day period)	24-30	1 Safety Point & Refresher Training
	31-43	2 Safety Points & Refresher Training
	44+	3 Safety Points & Refresher Training
	SPECIFIC VIOLATIONS	
SPECIFIC VIOLATIONS	Cell Phone Violations	Per Employee Handbook
	Improper Wheelchair securement	6 Safety Points / Termination
	DC Camera Tampering	6 Safety Points / Termination
	Traffic Control Devices	3 traffic control violations in a 30-day period will result in 2 safety points.

Table 1 – DriveCam Event Remedial Action

1. Depending on the driver's past history of Drive Cam events and his/her cumulative risk scores, he/she may be assessed Safety Points for both the individual DriveCam event and/or for reaching/breaking the cumulative risk score threshold level.
 - Example 1: Driver "A" has already experienced 2 DriveCam events for a total of 10 risk points. Within the 30-day period from the first event, driver "A" experiences a third DriveCam event with a risk score of 15. In this case, the driver would be retrained and be assessed 2 Safety Points, as follows:
 - o 1 point for the individual event (with a risk score of 15) and 1 point for reaching the cumulative "risk score" threshold of 25 risk points (10+15).
2. There shall be no "double-jeopardy". When an individual event's score puts a driver in either a 2 or 3 "Safety Points" cumulative band, he/she shall receive only the higher point assessment when reaching the cumulative band (see example below):
 - Example 2: Driver "B" has already experienced multiple DriveCam events for a total of 32 risk points. Within the 30-day period from the first event, driver "B" experiences one more DriveCam event, with an event risk score of 15. In this case the driver shall be assessed only 3 safety points for having reached the "44+ points" cumulative point band and will not be assessed the additional 1 safety point for the individual "high risk score" event.
3. Any policy violation that occurs where the sole or primary means of determining a violation of the Company's policies is a method/s other than Drive Cam, employees shall be disciplined in accordance with the appropriate MV policy, Employee Handbook or appropriate section of an applicable collective bargaining agreement.

Date Filed / Revision Date	Description of Change

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Safety Policy S-34 AIR-BRAKE VEHICLE SECUREMENT

SCOPE: This policy applies to all employees of MV Transportation, Inc.

POLICY: It is the policy of this Company that all air-brake equipped vehicles shall be properly parked and secured whenever the bus operator is not in attendance of the vehicle or sitting in the driver's seat.

The use of wheel chocks is mandatory whenever parking air-brake equipped vehicles.

Whenever two operators are "in transition" on the same bus (i.e.: at a transfer terminal), the "outgoing" operator shall properly park/secure the bus and both "Incoming" and "Outgoing" operators shall ensure that:

- a) Gear is in "Neutral"
- b) Parking Brake is engaged
- c) Wheel Chock blocks are in place

All operators shall use the procedure set forth in this policy whenever they are parking the bus, whether during the duty day or at the end of their work-shift.

There shall be "Zero Tolerance" for violations of this policy. Violations of this policy shall be considered a "Major Incident" and will result in termination of employment, as detailed in the Employee Handbook.

PROCEDURE:

The following steps must take place any time an operator who was physically in control of the bus completed his or her driving duty and are parking the bus at a layover, transit terminal, bus depot, division's yard, etc.

1. Always park at a safe and designated stop.
2. Once you make a complete stop, while still holding the service brake put the bus gear in Neutral.
3. Engage the parking brake.
4. Turn the engine OFF.
5. Release the front door air valve.
 - a. Note: When you release the front door air valve your door handle will no longer be operational.
6. Open the front door manually.
7. Never reach through the driver's window to operate any controls/switches (i.e.: open or close doors, start, stop, etc.) from outside the bus. All "operating" actions must be accomplished only from the driver's compartment inside the vehicle.
8. Chock the wheels by placing the vehicle's chock blocks under the bus' front right wheel.

As a general rule, if an operator needs to leave the bus unattended for any reason, that bus shall be secured in the same manner as if parked for the day and leaving the bus for the night.

Should a Division not be able to abide by this policy due to local client requirements, they need to obtain an "exception to policy" approval in writing from their VP of Safety or the Company's SVP of Safety.

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Safety Policy S-35 SAFE DRIVER AWARD RECOGNITION PROGRAM

SCOPE: This policy affects all full time drivers for MV.

PURPOSE: The purpose of this policy is to describe the recognition program for those drivers who have achieved the MV professional standard of safe driving performance.

POLICY: It is the policy of this Company that every full time driver will be recognized for driving safely and preventing incidents.

PROCEDURE:

I. QUALIFICATIONS FOR SAFE DRIVER AWARDS

A. Award Period:

To qualify for the following safe driver awards, a driver must complete 12 months of driving without a preventable incident or LOA longer than 30 days and injury from date of hire from a year to year basis. A LOA longer than 30 days will be added to the original anniversary date and this will be the new anniversary date.

Completion of the consecutive period means the driver has successfully completed one award year.

If a driver has one (1) or more preventable incidents during this period, he/she must begin again to accumulate the required 12 consecutive months of operation without a preventable incident. If the driver has a LOA longer than 30 days, the total days of leave will be added to the anniversary date and this will be the employee anniversary date going forward.

B. Subsequent Awards:

To qualify for the 1-year and subsequent awards, a driver must complete the twelve (12) consecutive months of driving without a preventable incident for each subsequent safe driver award year.

If, during any award year, a driver has a preventable incident, that award year must be completed and the driver must drive an additional twelve (12) consecutive months without a preventable incident in order to earn the award involved (i.e.: the anniversary date for the award will be pushed back 12 months).

All preventable collisions, passenger injuries, vehicle off-road, other "moving" accidents and incidents and preventable "on-the-job injuries" incurred by the driver will be recorded on the drivers' safe driving records. Accidents and incidents involving passenger falls while boarding or alighting will not affect this safe driving award records unless the driver contributed to such incident by failing to follow proper procedures.

SPECIAL CIRCUMSTANCES:

A. Absence from Active Service due to Sick Leave, Leave of Absence, Vacation, Furlough, etc.

Any absence from active service through leave of absence, furlough, injury, illness, or separation from driving for any reason, excluding earned vacations, for a period of thirty (30) consecutive days or longer, will cause the driver's anniversary date to be delayed by the time length of that absence period.

When a driver selects to take vacation while on sick leave, the award anniversary date will be delayed by the entire sick leave period (including vacation time), provided such period is of 30 days or more duration. However, if a portion or all of the vacation is taken immediately preceding or following sick leave without the driver having returned to work in between, delay of the anniversary date will only be made for that portion covering the sick leave period, and then only if the sick leave period consists of 30 days or more.

It should be noted that the driver's award date never changes unless sick leaves, leaves of absence or furloughs are involved.

B. Temporary Suspension

Temporary suspension, when applied for disciplinary measures, will be considered as time lost for safe driver award purposes, and the anniversary date will be delayed from the first day of suspension to its termination, but only when suspension consists of 30 days or more.

C. **Reinstatement**

Any driver who is discharged and later reinstated will be given credit for previously earned awards, plus any partial year earned before discharge, but will be required to drive the necessary time without a preventable incident after being reinstated before the next award can be earned. Lost time in such cases will be made effective from the date last at work prior to discharge, to the date of return to work following reinstatement, but is applicable only in such cases where the out of service period consists of 30 days or more.

D. **Re-employment**

Any driver who resigns in good standing and is rehired as a new employee will be given credit for previously earned awards, plus any partial year earned before resigning. The driver will be required to drive the necessary additional years, months and days without a preventable accident from date of rehire before the next award can be earned.

E. **Preventable Incidents**

For award purposes, a preventable Incident is any Incident in which a driver failed to do everything possible to prevent or avoid an accident. Our central defensive driving rule states:

"It is the responsibility of a professional driver to drive in such a manner as to identify accident producing situations soon enough to take reasonable and prudent action to avoid an accident."

MV safe driving standards protect drivers from being charged for an incident if there was nothing that reasonably could have been done to prevent it. However, such incidents are rare. The facts regarding each incident must be considered carefully before deciding whether or not it was preventable. Management rules on preventable incidents subject to guidelines in the MV Safety Manual (Safety Policy # 1 – Preventability Determination). Drivers may appeal rulings consistent with policy and contract language on the subject.

Responsibility to prevent or avoid incidents goes beyond carefully observing traffic rules and regulations. MV drivers are expected to drive so as to prevent becoming involved in incidents in spite of hazards of weather, road, traffic conditions, or the faults of other driver's and their failure to operate safely.

Please refer to the MV Safety Manual (Policy #1, Incidents - Determining Preventability) for guidelines in determining incident preventability.

Date Filed / Revision Date	Description of Change

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Safety Policy S-36 MOBILITY IMPAIRED PASSENGERS - PERSONAL SAFETY RESTRAINTS

SCOPE: This policy applies to all employees and contractors of MV Transportation, Inc.

PURPOSE: The purpose of this policy is to outline the protocols and procedures relative to mobility-device users' use of personal restraint safety devices.

POLICY: The safety of our passengers is the Company's first and highest consideration. It is the policy of MV transportation, Inc. that all mobility-impaired passengers who are using a mobility device (i.e.: wheelchair, scooters, etc.) shall be offered and highly encouraged to use personal restraint safety devices (i.e.: seatbelts or "posey belts" – type safety devices) while being transported aboard company vehicles.

Should a passenger decline or refuse to use such safety devices, the driver shall notify his/her dispatcher of such refusal and a record of such refusal shall be made for documentation purposes.

PROCEDURE:

- A. Drivers shall offer and highly encourage the use of passenger securement devices (i.e.: seatbelt/Posey belt) to ALL passengers using a mobility device (i.e.: wheelchair, scooter, etc.) as a matter of standard operating procedure.
- B. Should a passenger refuse (or decline) the use of such restraint device, the driver and Division shall RECORD AND DOCUMENT ALL REFUSALS, as follows:
 1. Driver shall immediately notify his dispatcher of the passenger refusal of the restraint device:
 - a. ALL refusals shall immediately be called in to dispatch by the driver.
 - b. Drivers in DriveCam-equipped vehicles shall also activate the DriveCam device and state the passenger's refusal of the restraint device on the camera.
 2. The dispatcher shall record the refusal in a log. This refusal log can be of any suitable type or nature appropriate for the Division's operation (paper log, Excel spreadsheet, Trapeze, etc.).
 3. The refusal log, at a minimum, shall contain the following information:
 - a. Date
 - b. Driver name
 - c. Trip/Schedule Number
 - d. Time
 - e. Passenger Name
 - f. Trip Origin / Pick-up location
 - g. Trip Destination / Drop-off location
 - i. Notes detailing the event
- C. The refusal log shall be maintained at the Division and shall be made available for inspection and/or reference as needed in response to investigations of passenger "fall out of the wheelchair" injuries or incidents.
- D. Should a Division's contract not allow the use of lap-belts/safety restraints for wheelchair passengers, the Division GM needs to contact their respective VP of Safety for guidance. If the VP of Safety concurs that the contract does not allow the use of such safety/restraint devices, he/she will prepare and forward a Memorandum for file to the COO and Group President detailing the reasons why the division is precluded to follow the passenger securement procedures detailed in this policy.

Date Filed / Revision Date	Description of Change



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Safety Policy S-37 NEW DRIVER ASSESSMENT / VALIDATION

SCOPE: This policy applies to all employees of MV Transportation, Inc. who operate buses or other revenue vehicles.

PURPOSE: To ensure new drivers are operating their vehicles in accordance with MV's standards of safe driving performance

POLICY: It is the policy of the Company that all new driver hires shall receive a formal and thorough evaluation of their driving skills and a safety performance review/assessment at 45 days and 75 days from their date of hire.

PROCEDURES:

1. Complete a SF-3 (Driver Safety Profile and Record Summary) Form for each new driver in advance of the meeting with the driver.
2. Review DriveCam history/trends and overall safety record, in detail, with driver. Identify areas of "need improvement" or "good performance".
3. Conduct a thorough "Road Test" on each new driver and document on Form SF-1. Road Test shall be conducted by a certified BTW or other qualified individual (BTW is preferred).
4. The intent of the road test is to verify that the driver is operating the vehicle in accordance with our safe-driving performance standards (the standards taught in the driver training school and outlined in both the Student Guide and BTW manual).
5. Should the record review or the Road Test indicate areas of weakness and the need for additional training, the driver shall be scheduled for a full refresher training session addressing these areas within 10 days of this 45/75 day review.
6. Should a driver "fail" his/her "75-day" assessment, the Division General Manager, in coordination with the Area Safety Director, shall make a decision whether to retain and retrain the driver or take other administrative actions, up to and including separation from the Company.

These formal driver skills assessments shall be performed at the 45 day and 75-day timeframe. Note: It is critical that this final "75 day" assessment be completed before the end of the driver's "90 day probationary" period.

The intent of the process is to ensure all new drivers properly apply and execute the defensive driving standards they were taught in their Driver Training School courses and apply them properly during the course of their work.

Any exception to this policy must be approved by both the Regional Vice President and the VP of Safety for the division. The Sr. VP of Safety shall be the final decision maker in cases of non-concurrence.

Date Filed / Revision Date	Description of Change

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Safety Policy S-38 PARKING CONE POLICY

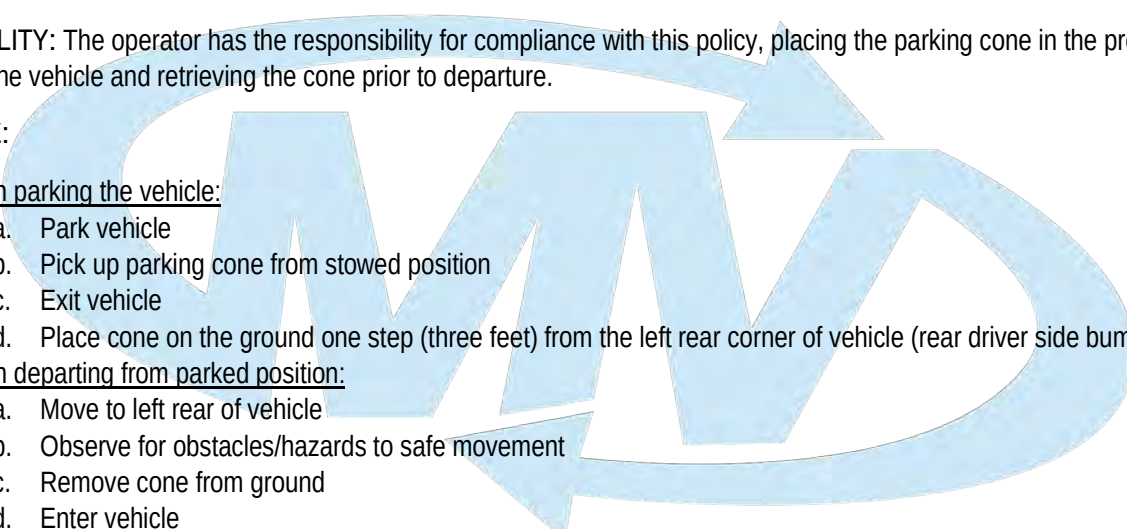
SCOPE: This policy applies to all employees of MV Transportation, Inc. who operate paratransit vehicles.

The intent of this policy is to reduce backing/fixed object collisions by ensuring all drivers walk to the rear of their vehicle prior to movement and observe surroundings for hazards/obstacles. This policy has the additional benefit to provide other motorists/driver with a visual warning of the parked vehicle and possibly preventing "parked bus" collisions.

POLICY: It is the policy of this Company that whenever a driver parks his/her bus for more than five (5) minutes, for any reason, whether in revenue service, lunch breaks, or at end of duty, he/she shall place a high-visibility parking/safety cone on the ground at the left rear corner of the vehicle (driver's side, rear bumper). The driver shall pick up and secure the parking cone prior to departure from the parking position and after making sure there he/she is aware of any obstacles in his/her intended path of travel/movement.

RESPONSIBILITY: The operator has the responsibility for compliance with this policy, placing the parking cone in the proper position after parking the vehicle and retrieving the cone prior to departure.

PROCEDURE:

- 
- A. When parking the vehicle:
 - a. Park vehicle
 - b. Pick up parking cone from stowed position
 - c. Exit vehicle
 - d. Place cone on the ground one step (three feet) from the left rear corner of vehicle (rear driver side bumper)
 - B. When departing from parked position:
 - a. Move to left rear of vehicle
 - b. Observe for obstacles/hazards to safe movement
 - c. Remove cone from ground
 - d. Enter vehicle
 - e. Secure cone for movement (stow cone in safe position)
 - f. Depart

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Safety Policy S-39

LOCATION SAFETY COMMITTEES

SCOPE: This policy shall apply to all operating divisions and facilities of the Company with more than 10 employees

POLICY: A Location Safety Committee (LSC) will be required and established at each division facility with more than 10 employees. Safety committees are not only a proven best safety practice but are also required by State and Federal regulations.

The primary function of the committee is to work as a team in creating and maintaining a safe work environment for fellow employees and helping with system safety and security at the division. The LSC is also responsible hazard reduction and hazard resolution.

Committee Members: The LSC shall be headed by either the Division's General Manager or Safety Manager and should be made up in equal numbers of member of management and hourly staff. A committee should not exceed 10 members.

An example of an LSC membership is below:

- General Manager
- Safety Manager
- Staff Person (Assistant Manager, Clerk, Dispatcher, etc.)
- Maintenance representative (required if maintenance performed at division)
- Drivers representatives (number of drivers should not exceed one driver per 25 vehicles)

It is recommended that staff and maintenance members

of the review board voluntarily serve one-year terms commensurate with the MV Transportation budget year. However, the General Manager and the Safety Manager are required positions on the committee.

Meetings: It is recommended that the Manager leading committee meetings establish the appropriate time and frequency for Safety committee meetings to fit the schedules and needs of the division. The committee should meet once a month at a minimum however less frequent meetings (i.e.: bi-monthly or quarterly) are allowed for divisions with less than 20 employees. At locations where vehicle incidents or workers' compensation frequency is high, the committee should meet more often than the minimum requirements (i.e.: bi-weekly). Agenda topics should include review of unsafe acts or conditions found at the facility, a review of DriveCam trends and most frequent violations, a review of incidents or "near misses" involving vehicle operations, equipment or employee injuries, as well as a review of old and new business.

LSC Committee activities: The committee should provide input/ideas to ensure a safe work environment is established and maintained. Employees exhibiting safe work habits will be identified and reported to the committee. The committee will determine the manner in which safe practices or behavior should be recognized at the facility. All unsafe conditions will be reported to the manager/supervisor and the committee will determine or recommend remedial/corrective action. The committee will encourage fellow employees to work in a safe manner, provide input/ideas for safety posters/messages at the workplace, and promote a safe work environment through input/ideas for safety topics at monthly safety meetings.

Other specific safety and security-related tasks of the LSC are as follows:

- Coordinate safety activities of the division.
- Meet to evaluate and resolve safety issues at the division level.
- Conduct special meetings as necessary at the request of Management.
- Compile pertinent location safety data to identify and assess operational risk.

- Review DriveCam trends and pertinent events/clips
- Review repeater trends/behavior and determine appropriate countermeasures to improve driving behaviors.
- Perform analyses to identify safety problems related to maintenance activities.
- Use Committee consensus to develop hazard resolutions.
- Review facility action plan for currency
- Coordinate and plan at least one annual emergency preparedness and fire drill.

Date Filed / Revision Date	Description of Change



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Safety Policy S-40

FIXED-ROUTE SEATING

SCOPE: This policy applies to all drivers for MV Transportation, Inc.

POLICY: The safety of our passengers and operators is a major concern of MV Transportation. Traffic conditions may require the vehicle operator to make sudden stops, turns, or maneuvers.

The seating of passengers will ensure a safer ride. Passengers will be asked to take a seat if one is available prior to the movement of a vehicle. This will also be communicated through strategically placed signs within the interior of the vehicle.

Passengers have the right to refuse to take seat and will always provided transportation regardless.

PASSENGER REFUSAL:

If a passenger refuses to be seated, the operator must call into dispatch, and dispatch must make note of the refusal.

Note: If the dispatch function is not performed by MV Transportation the driver is still required to call in for recording purposes.

TRAINING:

All new drivers will be instructed on the seating policy in a fixed-route vehicle. This instruction will take place while the driver is undergoing MVT's new-hire training. All current and existing drivers will have this revised policy made part of their annual safety meeting training session and covered at least once a year in future safety meetings.

All operators will sign an acknowledgement sheet confirming the training. The Acknowledgement Sheet will be maintained as part of their individual training file.

COMPLIANCE MONITORING:

All General and Safety Managers will be responsible to ensure compliance with this policy by having their staff monitor compliance of their operators.

This policy only applies to fixed-route vehicles when an open seat is available.

This policy becomes effective 1/1/12

Date Filed / Revision Date	Description of Change

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Safety Policy S-41

CURB STRIKE

SCOPE: This policy applies to all employees of MV Transportation, Inc. who operate buses or other revenue vehicles.

POLICY: It is the policy of MV Transportation, Inc. that anyone operating a vehicle will use caution and will be aware of the space around the vehicle. It is the policy of this company that avoiding striking the curb and fixed objects is the sole responsibility of the driver at the controls. Curb strikes may vary in severity, but they do have the potential to lead to claims. A curb strike will need to be called in as a preventable collision and confirmed as a "collision" on DriveCam online if certain criteria is met.

RESPONSIBILITY: The operator has the sole responsibility for maneuvering the vehicle safely and use reference point training to avoid striking fixed objects, to include but not limited to curbs.

PROCEDURE: In the event of a curb strike, this incident is required to be called in as a preventable accident and confirmed as a "collision" event on DriveCam if one of the below four items occur:

1. A passenger is significantly jostled and could potentially file a claim.
2. Any damage is caused to any part of the vehicle including the tires.
3. More than one of the vehicles' tires leaves the
4. designated roadway.
5. If the g-force recorded meets or exceeds .55 regardless if there is damage to the vehicle.

If the curb strike is minor and none of the above occurs, the division does not need to call the incident in as a reportable accident, and the division should select "no collision" on the DriveCam event. The DriveCam review team should then select "judgment error" which is a scored, coachable event that will require the driver to come in for coaching and/or retraining.

Date Filed / Revision Date	Description of Change

MV TRANSPORTATION, INC. CORPORATE POLICY STATEMENT

General policies of MV Transportation, Inc. are issued from time to time and are designed to provide general guidance to company managers in the conduct of the business. Policies may, from time to time, become dated or may no longer apply. In the event of questions, the policy should be referred to the General Counsel for interpretation. In the event a policy conflicts with the law, regulation or the terms of a contract with a customer, the policy will be subordinate to such law, regulation or contract term. Policies are only effective on the written approval of the Chief Executive Officer.

Safety Policy S-43

ROAD CALL VEHICLE SECUREMENT

SCOPE: This policy applies to all Maintenance and Utility Employees of MV Transportation, Inc. The intent of this policy is to ensure the security and personal safety of all MV Employees when performing maintenance or vehicle roadside assistance.

POLICY/PROCEDURE: It is the effected employee's responsibility to ensure that the vehicle and working environment is secure from controllable risks and hazards.

Any employee required to work near moving traffic must wear appropriate Personal Protective Equipment (PPE)

1. Safety vest – High visibility Class II required. Note: A high visibility uniform does not meet this requirement. A vest must be worn. If wearing protective weather gear, ensure it is highly visible from a minimum distance of 100 feet.

Upon arriving at the service location, the technician should:

1. Activate 4-way hazard lights on service vehicle.
2. Ascertain if the service can be performed in a safe manor to which the employee or vehicle is not immediately exposed to oncoming traffic or other hazards.
3. Place hazard triangles/Cones 10 feet and 50 feet behind the service vehicle, as well as 50 feet in front of the vehicle. All cones should be placed in the center of the lane.
4. Place wheel Chalks under both sides of the front tire away from traffic
5. Ensure the vehicle gear is placed.
6. Verify all brake systems are fully engaged (parking / emergency, etc.)
7. Instruct the operator to exit the seat unless they are required to operate any function of the bus and only at the direction of maintenance personnel.

When the Technician is ready to move the vehicle, they can do so only after verifying the parking brake is still engaged; he or she can then remove the wheel chocks, disengage the brake(s) and move the vehicle.

Before leaving the scene, retrieve the caution triangles and cones and use all safety precautions when preparing to reenter traffic.

Date Filed / Revision Date	Description of Change

MV TRANSPORTATION, INC. CORPORATE POLICY STATEMENT

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Safety Policy S-44

STALL TESTING

SCOPE: This policy applies to all Maintenance Employees of MV Transportation, Inc.

POLICY: It is the policy of this Company any Maintenance Employee performing a stall test follow the procedures outlined below without exception.

PROCEDURE: Stall testing, while a common practice, is not without risk.

This type of test should only be conducted by trained technicians that understand when stall testing should be utilized as directed per manufacture's guidelines.

At no time should an untrained person be asked to conduct or assist on a stall test.

Stall tests should not be conducted in an area where personal injury or property damage may occur in the event of a procedural error.

When preparing for the test the steps below should always be followed:

- Only conduct stall tests as described by vehicle manufacture's procedures and only if trouble shooting processes states the stall testing is required.
- Testing should be conducted in a safe area, with no obstructions in front or behind vehicle. An open location in the parking lot should be utilized.
- Wheels must be chocked
 - Wheel chocks should be utilized. The standard orange wheel chocks used for securing an airbrake vehicle should not be used. Engine torque can cause the vehicle to roll over these types of chocks.
 - Wheel chock RWC-25, #245683 from Conney Safety is the approve wheel chock.
 - At least both front wheels should be chocked to prevent wheels from turning.
- If the vehicle does not have an interlock to prevent throttle application, the parking brake should be applied during the testing procedure.

The above steps must be followed anytime a stall test is conducted. Failure to follow the above steps will result in progressive disciplinary actions up to and including termination.

Date Filed / Revision Date	Description of Change

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Safety Policy S-45

ELECTRONIC DISPLAYS – SAFETY VISION

SCOPE: This policy applies to all employees of MV Transportation, Inc. who are responsible for maintaining the Electronic Score Boards within their respective divisions. The Safety Vision program is an educational tool which allows a division to communicate to the drivers and staff with consistency and support from corporate initiatives. These displays are intended to promote safety through the use of slides, posters, videos, and real time social media feeds.

POLICY: It is the policy of MV Transportation that when deployed, the Electronic Safety Screens reflect correct and up to date information. The first several slides, referred to as the 'Score Board' display information that is tied into local and company-wide initiatives including, but not limited to, the Key Performance Indicator (KPI) Dashboard. As such, divisions shall maintain and update these key indicators on a daily basis. It is the policy of MV Transportation that all Safety Vision displays remain current and reflect accurate content. If a display is not functioning properly, a support request shall be completed and sent to MVFocusOnSafety.com or by notifying Safety Compliance.

RESPONSIBILITY:

The General Manager has the responsibility for to ensure that all displays are always on and up to date. The General Manager may designate the Safety Manager to update the Score Board slides where appropriate. The Area Safety Director is responsible for monitoring the displays in their region to ensure compliance.

PROCEDURE:

The Score Board is required to be accurate and updated on a daily basis. It shall consist of the following:

1. Division name and number
2. Number of accidents, month to date
3. Number of days without a preventable accident
4. Number of injury free days
5. Safety Meeting Schedule

DISPLAY CONTENT:

Non-Score Board slides are available to use as the division deems necessary. It is encouraged that locations use photographs of staff and events to recognize safety accomplishments, participation in monthly safety meetings, safety campaigns, pull outs, etc. At no time will the displays be used to convey negative content, specific to individuals. When regulated by Collective Bargaining Agreements, individuals' names shall not be posted. Birthdates should not be displayed unless the employee has provided consent. If using photographic evidence to educate and showcase poor behavior, the specific employee shall not be identifiable in the photographs unless consent was obtained prior to the posting. Corporate will maintain and update companywide content and may use the displays to convey campaigns and information to staff, with or without notice.

EMERGENCY ALERTS:

In the event of a natural disaster or emergency, Corporate may temporarily suspend local content in order to convey emergency instructions or information.

ASSIGNED EQUIPMENT:

Although the computer and display monitor may differ at each location, it shall not be repurposed for occasional or permanent use elsewhere once it has been installed and assigned to the Safety Vision project. If the display becomes defective, the division shall notify Safety Compliance via the before mentioned website as soon as practical. Because the equipment maintains a two-way communication with corporate, the system must remain online continuously. It should not be disconnected from the network at any time.

SUPPORT: Support and training instructions can be found for this device by going to MVFocusOnSafety.com. Support requests may also be submitted online at the same location.

Date Filed / Revision Date	Description of Change



MV TRANSPORTATION, INC. CORPORATE POLICY STATEMENT

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Safety Policy S-46

SAFETY VEST

SCOPE: This policy applies to all employees of MV Transportation, Inc. except at divisions where the client contract does not allow for safety vests to be worn.

The intent of this policy is to ensure visibility and enhance the safety of all personnel in the yard, on the skills course, in the field outside of the vehicle or while completing service calls.

POLICY: It is the policy of MV that whenever employees are in the yard or on the skills course that each person will wear a company issued reflective vest. A safety vest is also required to be worn anytime a driver, mechanic, or utility employee is working in the yard regardless of the time of day. A vest should also be worn whenever a mechanic or utility worker is completing a road call. If, however, a mechanic or utility worker is wearing a uniform with reflective stripes during their shift, they would not be required to wear a reflective vest.

RESPONSIBILITY: All employees who have been issued a safety vest will be required to keep it clean and in good condition. If the vest needs to be replaced due to normal wear and tear, it should be done so in accordance with the division's uniform policy.

Any employee not wearing the required safety vest will receive discipline in accordance with company policy or the local Collective Bargaining Agreement.

Date Filed / Revision Date	Description of Change



Injury & Illness Prevention Plan

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1.0 Management Approval

1.1 Approving Authority

The City of Roseville Injury & Illness Prevention Plan will be reviewed and revised as necessary to ensure compliance with applicable regulations. All revisions are documented on Appendix B – Revision Log.

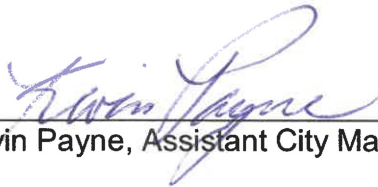
The Injury & Illness Prevention Safety Plan for the City of Roseville has been reviewed and approved by the following City representatives:



Dominick Casey, City Manager

6.05.19

Date



Kevin Payne, Assistant City Manager

6/6/19

Date



Stacey Peterson, Human Resources Director

6-11-19

Date



David Rawe, Risk Manager

6-11-19

Date

2.0 Purpose

The City of Roseville (COR) is committed to maintaining a workplace free from health and safety hazards; promoting safe working practices; and complying with all applicable federal, state and COR safety requirements. Employee and public safety is paramount to the City of Roseville.

This employee Injury and Illness Prevention Plan (IIPP) follows California Code of Regulations, Title 8, § 3203.

3.0 Responsibility

The COR City Manager has delegated Program Administration to the Human Resources Director or designee as the Safety Administrator who has the authority and responsibility for implementing the Injury and Illness Prevention Plan (IIPP) provisions and the authority to revise, amend and supplement COR safety policies as needed to respond to changing workplace conditions and regulations. Additionally, the Safety Administrator takes responsibility for:

- **General**
 - Preparing, updating, and implementing the IIPP;
 - Identifying working conditions and activities that require specific safety plans, programs or policies, and developing and implementing such as needed;
 - Ensuring policy and procedures are relevant, current and effective.
- **Inspections & Safety Plan Effectiveness**
 - Regular hazard identification inspections are completed; findings are reviewed; and identified hazards mitigated.
- **Communication**
 - Coordinating with departments, management, supervisors, and employees to meet the IIPP and all other COR safety policy and directive requirements;
 - Establishing procedures for employees to report workplace hazards, accidents, injuries, illnesses, and general safety concerns;
 - Leading the Health and Safety committee;
 - Implementing systems to encourage safety program participation
- **Training**
 - Ensuring health and safety training are scheduled, tracked and documented to meet COR and CalOSHA safety requirements.
- **Accidents**
 - Investigating accidents, injuries, illnesses, and exposures; and ensuring appropriate corrections are implemented.
- **Recordkeeping**
 - Managing safety record keeping.

4.0 Compliance

All COR employees, contract employees and volunteers must follow the approved safe work practices, policies, directives, and regulatory requirements.

4.1 The City Manager is responsible for all COR workers' health and safety and has the overall authority and responsibility for assuring that all IIPP provisions are effectively implemented. Responsibilities include:

- Holding management and supervisory positions accountable for safety;
- Ensuring that the program evaluates and addresses safety issues, potential exposure, and is in compliance with applicable government standards;
- Ensuring adequate funding to successfully operate the city safety program.

4.2 Department Heads are critical to the city's safety efforts and integrating safety accountability into COR culture. Department heads must:

- Provide active leadership and participation in the safety program;
- Hold supervisors accountable for safety;
- Ensure funding is allocated to assure an effective safety program;
- Work with the Safety Administrator to develop department specific safety policies as needed to respond to workplace conditions, applicable regulations, and operational best practices to create a safe work environment.

4.3 Managers/Supervisors/Leadworkers

All COR manager/supervisor/leadworker employees, in addition to any other duties, must follow, implement and enforce safe work practices.

Manager/Supervisor/Leadworker employees must:

- **General**
 - Recognize employees who perform safe and healthful work practices;
 - Understand the safety and health hazards to which employees under their immediate direction may be exposed;
 - Provide the necessary personal protective equipment to employees under their direction and train them on its use.
- **Inspections & Safety Plan Effectiveness**
 - Evaluate worker safety performance;
 - Identify and correct unsafe conditions and practices;
 - Conduct and document safety inspections;
 - Conduct special safety inspections if new substances, job tasks, or equipment introduce new hazards to their employees;
 - Conduct accident/incident investigations.
- **Communicate**
 - Explain safety program provisions and how COR workers are affected;
 - Ensure that employees under their direction know, understand and follow established safety guidelines.

- **Training**
 - Ensure all employees within their work group are trained in and actively use all safety related protocols in daily work activities;
 - Host and document tailgate meetings as required;
 - Provide training to workers with deficient safety performance;
 - Coordinate with the Safety Administrator to schedule, develop, implement, and document all workgroup safety training.
- **Accidents**
 - Report and document any injuries, property damages, near misses, unsafe conditions and unsafe practices in accordance with this policy within 24-hours following the current published HR procedures;
 - Ensure employees receive prompt medical attention for all occupational injuries/illnesses.
- **Enforcement**
 - Take appropriate corrective action or recommend discipline if workers do not comply with safe and healthful work practices;
 - Ensure employees are provided with safety resources including PPE and effective control measures;
 - Understand and enforce safety related programs, policies, procedures; regulations and work practices within their responsibilities.
- **Recordkeeping**
 - Maintain records according to COR recordkeeping and retention policy.

4.4 Employees are responsible for using safe work practices, following applicable directives, laws, policies and procedures, and for assisting in maintaining a safe work environment including reporting unsafe conditions or concerns to their supervisor or the Safety Administrator.

The current COR disciplinary process as maintained by the COR Human Resources Policy or applicable bargaining group memorandum of understanding will be followed in the event safe work practices or specific rules found in city safety policies are not followed.

Corrective actions or discipline may include:

- Retraining
- Verbal and written warnings
- Suspension
- Termination

4.5 Anti-Reprisal Policy

Employees must not be discharged, transferred or discriminated against in any manner for reporting health and safety hazards and concerns. Managers and supervisors must inform employees of this policy and encourage reporting workplace hazards to management.

The COR human resources and/or legal departments must investigate claims promptly, take appropriate corrective action and establish safeguards to prevent future similar reprisals.

5.0 Communication

The COR communicates with employees frequently on safety related topics using methods that assure all employees are provided relevant, understandable safety information (including translation where needed). Such methods may include:

- Verbal (one-on-one, group, etc.);
- Written (e.g. electronic, online written material, video, interactive, etc.);
- Workplace safety and health training, meetings, and tailgate meetings;
- Regularly scheduled safety meetings;
- Online resources, and other methods.

5.1 Occupational Health and Safety Committee

The COR Occupational Health and Safety (OHS) Committee must include the Safety Administrator, department safety representatives and others. The committee:

- Must meet regularly, but not less than quarterly, to
 - Review safety issues, hazard assessments/inspections, incidents, accidents, near miss and workplace hazard reports, and other topics;
 - To make appropriate recommendations to improve COR worker safety;
- Must take and maintain committee meeting records;
- May, at its discretion, conduct safety/risk inspections and assist with remedial solutions.

5.2 Reporting workplace hazards

The COR must provide several methods, including anonymous methods, for employees to report workplace hazards, acts, safety violations, and to make safety suggestions. Reporting procedures will be made available via the COR intranet site and must be published no less than annually in a form easily accessible to all employees.

Reporting methods must include procedures to assure anonymous reporting

- The Safety Administrator must review all report notifications within 7 days from receipt and will take prompt corrective action as appropriate;
- Safety suggestions must be addressed at the next safety committee meeting;
- The Safety Administrator may share hazard reports with the OHS Committee when appropriate, provided anonymity can be protected as needed.

6.0 Hazard Assessments

Periodic inspections must be completed to identify and evaluate workplace hazards. Inspections must be performed by persons with the appropriate skills and knowledge of the workplace to know what constitutes a hazardous condition.

6.1 Periodic hazard assessments must be performed

- At least annually and at a frequency appropriate for the potential work hazard exposures;
- When new substances, processes, procedures or equipment are introduced that present potential new hazards;
- When new previously unidentified hazards are recognized;
- When occupational injuries and illnesses occur;
- When workplace conditions warrant an inspection;
- Upon request or at the Safety Administrator's discretion.

Hazard assessment findings must be provided to the Safety Administrator within 7 days of the inspection date.

7.0 Hazard Correction

Unsafe or unhealthy work conditions, practices or procedures must be corrected in a timely manner based on the hazard severity. Workplace hazards and unsafe work practices are to be corrected as soon as they are identified by the employee discovering them or their supervisor, to the extent feasible. If not corrected on the discovery date, a target date for correction will be established based upon the following criteria:

- 7.1 Exigent circumstances** are those where a reasonable person with the same assigned job duties would believe that prompt action is necessary to execute the scope of their duties and that such actions may expose the worker or others to increased personal dangers. Example conditions may include *apprehending an armed suspect* and *entering a burning building for rescue*.

When exigent circumstances exist, COR emergency services workers may act within the scope of their job duties and training to manage the situation.

This exigent circumstance exception is intended for use by city emergency services (Fire Department and Police Department) as needed when carrying out their official duties for the city.

7.2 Imminent hazards are those conditions or practices posing an immediate threat to the life or health of employees, the public, or others who may be exposed. If not corrected, this activity or condition will likely cause a serious injury, serious illness, or fatality.

- If an imminent hazard is present, employees should stop activity, notify their supervisor, and take immediate corrective action as soon as possible;
- If unable or unsure what action to take, employees must notify their supervisor, who must take immediate corrective action;
- Report imminent hazards to the Safety Administrator on the Standard Report of Unsafe Condition or Practice form or other effective means;
- If it is necessary for employees to enter the area to correct the hazardous condition, they will be provided with the necessary protection and will be trained to perform these duties;
- If the imminent hazard cannot be corrected, the hazard area must be declared off-limits until the hazard is corrected. Barricades, signage, locks or other devices must be used to prevent access to the hazard area.

7.3 Serious hazards exist where a reasonable person would recognize a substantial probability that an employee or others will suffer physical harm.

- If a serious hazard is present, employees should stop activity, notify their supervisor, and take immediate corrective action as soon as possible;
- If unable or unsure what action to take, employees will notify their supervisor, who will take corrective action as soon as possible;
- All serious hazards unable to be corrected must be reported to the Safety Administrator using the COR standard Report of Unsafe Condition or Practice form or other effective means;
- If the serious hazard cannot be immediately corrected, the hazard area must be declared off-limits until the hazard is corrected. Barricades, signage, locks or other devices must be used to prevent access to the hazard area;
- In cases where exigent circumstances are present or cause the hazard, relevant department policies and procedures shall be followed (e.g. Fire Department, Police Department).

7.4 General hazards are those that may affect employee safety and health.

- General Hazards unable to be corrected are brought to the supervisor's attention using the COR standard Report of Unsafe Condition or Practice form;
- General Hazards will be corrected, as appropriate, as soon as possible.

7.5 Regulatory hazard/deficiency pertains to permits, posting, record keeping, reporting requirements, or procedure deficiencies not directly affecting employee safety and health.

- Regulatory hazards/deficiencies are brought to the supervisor's attention using the COR standard Report of Unsafe Condition or Practice form;
- These hazards are corrected as appropriate in a reasonable time frame.

All Imminent and Serious hazards must be tracked by the Safety Administrator and Safety Committee until corrected or otherwise fully mitigated.

8.0 Accidents/Injury/Illnesses

Workplace accidents, injuries, illnesses, hazardous substance exposures and near miss events must be investigated at the Safety Administrator or HR Department's discretion whenever the outcome:

- **Likely could have been** a severe injury or death;
- Results in a serious injury or a lost time of three or more days from work;
- Has significant direct costs (medical expenses, property damage, or other).

8.1 Workplace accidents, injuries, illnesses and hazardous substance exposures investigations

must be performed by persons with skills and knowledge appropriate to the incident being investigated. Such investigations must follow the current COR investigation and reporting procedures as directed by the Human Resources Department.

All hazards identified during an investigation must be:

- Shared with the Safety Administrator as Hazard Assessment findings; and
- Corrected promptly. See Section 6.0.

8.2 Accidents, injuries and illnesses

must be recorded by the Human Resources Department on the CalOSHA 300 log as required by California Code of Regulations, Title 8 Section 14300.7. Recordable criteria examples include:

- Loss of consciousness, injury or death;
- Serious injury or lost time of three or more days from work;
- Work related cases involving cancer, chronic irreversible disease, a fractured or cracked bone, or a punctured eardrum;
- Has significant direct costs (medical expenses, property damage, or other).

9.0 Training

All COR employees must be provided training and instruction on general and job-specific safety and health practices. Training and instruction are provided according to the following schedule:

- To all new employees and any employees given job assignments for which training has not previously been provided;
- When new substances, processes, procedures, or equipment are introduced and present a hazard or otherwise change the hazard profile;
- When anyone is made aware of a new or previously unrecognized hazard;
- To supervisors to familiarize them with the safety and health hazards to which employees under their immediate direction and control may be exposed;
- To all employees about the hazards specific to each employee's job assignment.

Employees must not participate in any high risk activities prior to receiving safe work practice training for the tasks and conditions involved in such activities.

10.0 Recordkeeping

- Hazard assessment findings must be kept in accordance with the COR record retention policy, but in no case retained for less than 1 year;
- Employee training records must be kept in accordance with the COR record retention policy, but in no case retained for less than 1 year;
- Safety committee meeting records must be kept in accordance with the COR record retention policy, but in no case retained for less than 1 year;

Appendix A – Definitions & Terminology

Abbreviations

- **COR** – City of Roseville
- **HR** – Human Resources Department
- **OHS** - City Occupational Health and Safety Committee

Terminology

- **Must** - Imposes an obligation, indicates a necessity to act.
- **Shall** - Imposes an obligation, indicates a necessity to act.
- **Should** - Denotes a recommendation.
- **May** - Denotes a permission; neither a requirement nor a recommendation.
- **Will** - Denotes that something is required or mandatory, but allows the responsible employee or party some discretion as to when, where and how.

Hazard Definitions

- **Imminent** - a condition or practice that poses an immediate threat to the life or health of employees or others who may be exposed. If not corrected, this activity or condition will likely cause a serious injury, serious illness, or fatality.
- **Serious** - a condition where there is a substantial probability that an employee or others will suffer physical harm.
- **General** - a condition that may negatively affect the safety and health of an employee or others.
- **Regulatory** - a condition that pertains to permits, posting, record keeping, reporting requirements, or procedure deficiencies not directly affecting employee safety and health.

General Definitions

- **Occupational Health and Safety Program** - includes the IIPP, and support plans, programs, policies, procedures, regulations and practices that serve to promote COR safety efforts. Safety Program elements may include occupational safety, facility safety, public safety, environmental health and safety, emergency preparedness, health and wellness promotion.
- **Program Administrator** - The Human Resources Director classification must serve as the Program Administrator for the COR Safety Program.
- **Safety Administrator** - A management level classification within the Human Resources Department serves as the Safety Officer for the COR Safety Program.
- **Department Heads** – A senior management role for the major City departments.
- **Managers** - Second and third line management classifications within each department charged with divisions and/or specific work group oversight within the department.
- **Supervisors** - All classifications charged with employee supervision. Note: for safety purposes, the term supervisor may include individual workers that direct other workers during work activities.
- **Safety Representatives** - Department-specific Safety Committee members.

Appendix B – Revision Log

[illegible]



COUNCIL COMMUNICATION

CC #: 2490
File #: 0709-01

Title: Junction Crossing Affordable Housing Project - Limited Partner Change Approval
Contact: Trisha Isom 916-746-1239 tisom@roseville.ca.us

Meeting Date: 1/18/2023
Item #: 7.16.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution authorizing the City Manager, or his designee, to execute the necessary documents to agree with a change in the Limited Partner for the Junction Crossing affordable housing project.

BACKGROUND

On October 29, 2021, Junction Station, LP (the developer), acquired land located at 120 Pacific Street in Roseville, in order to develop and operate an 80-unit multifamily affordable housing project named Junction Station. The acquisition and development of the project was initially financed, in part, by a senior construction loan from Banner Bank and two subordinate loans from the City of Roseville: a \$3,760,000 Affordable Housing Loan; and a \$600,000 Housing Successor loan. Each of the City loans will mature 55 years after the project receives Certificate of Occupancy. The developer and financing participants anticipated that development of the project would also be funded with equity investment from a federal low-income housing tax credit investor. The developer was unable to close on an investment with a third-party investor at the time of the loan closing, so an affiliate of St. Anton Capital assumed the equity investor role at the loan closing as a temporary solution.

Since loan closing, the developer has identified Five Star Bank as the tax credit investor. As the tax credit investor, Five Star Bank plans to fund certain capital contributions to the developer that will enable them to receive further construction funding from Banner Bank, complete construction of the Project, and pay down the Banner Bank construction loan to its required "permanent" loan balance after completion and lease-up of the project. Banner Bank is requesting execution of the attached consent to the transaction (Attachment 1). In connection with the admission of Five Star Bank to the developer partnership as a tax credit investor, Five Star Bank requires that the loan documents with the City be updated to reflect certain typical investor-required protections. To that end, Five Star Bank created the attached loan document riders (Attachments 2 & 3) which add those investor-required protections to the existing City loan documents. The riders contain the following additions:

- certain notice and loan default cure rights be provided to the investor;

- the investor be permitted to transfer its limited partnership interest in the developer and remove the general partner of the developer in the event of certain defaults by the general partner;
- clarification that City loan documents not be cross-defaulted with other documents;
- the City deeds of trust specify that in the event of foreclosure, the properties remain subject to certain federally-imposed affordability requirements;
- the investor be permitted to direct the general partner of the developer to replace the project's property manager in certain instances; and
- the City consent to, and upon request subordinate to, refinancing of the Banner Bank loan.

Staff requests Council authorize the City Manager, or his designee, to execute the necessary documents to agree with a change in the Limited Partner for the Junction Crossing affordable housing project, as requested by Junction Station, LP. Approval of this request does not change the affordable housing project or loan terms. The borrowing entity, as well as all loan documents, stay the same. Construction of the Junction Crossing affordable project began in December 2021 and is well underway. The developer expects delivery of the 80 affordable units before the end of calendar year 2023.

FISCAL IMPACT

There is no fiscal impact to the City's General Fund associated with this approval.

ENVIRONMENTAL REVIEW

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

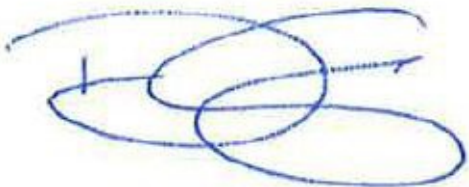
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal C - Maintain a safe and healthy community

Respectfully Submitted,

Trisha Isom, Housing Manager

Melissa Anguiano, Economic Development Director

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

Dominick Casey, City Manager

ATTACHMENTS:

Description

- Resolution 23-017
- Banner - Junction Crossing Consent
- Junction Crossing Affordable Housing Rider
- Junction Crossing Housing Successor Rider

RESOLUTION NO. 23-017

APPROVING A CHANGE IN THE LIMITED PARTNER FOR THE JUNCTION CROSSING AFFORDABLE HOUSING PROJECT AND AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS NEEDED TO EFFECTUATE THE CHANGE

WHEREAS, On October 29, 2021, Junction Station, LP (the “developer”), acquired land located at 120 Pacific Street in Roseville, in order to develop and operate an 80-unit multifamily affordable housing project named Junction Station; and

WHEREAS, the acquisition and development of the project was initially financed, in part, by a senior construction loan from Banner Bank and two subordinate loans from the City of Roseville; and

WHEREAS, the developer was unable to close on an investment with a third-party investor at the time of the loan closing, so an affiliate of St. Anton Capital assumed the equity investor role at the loan closing as a temporary solution; and

WHEREAS, since loan closing, the developer has identified Five Star Bank as the tax credit investor, who is requiring loan document riders to the existing City loan documents; and

WHEREAS, as the tax credit investor, Five Star Bank plans to fund certain capital contributions to the developer that will enable them to receive further construction funding from Banner Bank, complete construction of the Project, and pay down the Banner Bank construction loan to its required “permanent” loan balance after completion and lease-up of the project; and

WHEREAS, Banner Bank is requesting execution of the attached consent to the transaction; and

WHEREAS, in connection with the admission of Five Star Bank to the developer partnership as a tax credit investor, Five Star Bank requires that the loan document riders with the City be updated to reflect certain typical investor-required protections; and

WHEREAS, said consent form and loan document riders have been reviewed by the City Council.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that a change to the Limited Partner for the Junction Crossing Affordable Housing Project is hereby approved and the City Manager is authorized to execute all necessary documents needed to effectuate the change.

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

JUNIOR LIENHOLDER'S CONSENT

CITY OF ROSEVILLE ("Junior Lienholder"), hereby (i) confirms its consent to that certain letter agreement dated _____ ("Letter Agreement"), by and between Junction Station, LP, a California limited partnership ("Borrower"), and Banner Bank, in its capacity as agent for California Public Finance Authority (in such capacity, "Senior Bond Lender"), and in its capacity as conventional lender (in such capacity, "Senior Conventional Lender"; and together with Senior Bond Lender, the "Senior Lender") (and any amendment to the Senior Security Instrument in connection therewith), (ii) confirms its consent to the transfer of the investor limited partner interests from "Blue Bronco" to "KCIC" (each as defined in the Letter Agreement), (iii) confirms its consent to the replacement of the Borrower's limited partnership agreement with the "Second A&R Partnership Agreement" described in the Letter Agreement; (iv) acknowledges and agrees that the Subordination and Intercreditor Agreement (City of Roseville) dated as of October 1, 2021 (the "Subordination Agreement"), by and among Borrower, Senior Lender and Junior Lienholder, which recorded in the Official Records of Placer County, California recorded on November 1, 2021, as Instrument No. 2021-0134679-00 in the Official Records, is and shall remain in full force and effect, and that neither the Letter Agreement, nor any amendment to the deed of trust to reflect the terms thereof, shall be construed to impair, or provide a defense to, any of the terms and provisions contained in the Subordination Agreement, and (v) acknowledges and agrees that the lien or charge of the Senior Security Instrument shall at all times remain senior to the liens or charges of the "Junior Loan Documents" described in the Subordination Agreement. All capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the Subordination Agreement.

[Signature Pages on Following Page]

Dated: _____

JUNIOR LIENHOLDER:

CITY OF ROSEVILLE,
a municipal corporation

By: _____
Dominick Casey
City Manager

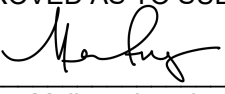
ATTEST:

By: _____
Carmen Avalos
City Clerk

APPROVED AS TO FORM:

By: _____
Michelle Sheidenberger
City Attorney

APPROVED AS TO SUBSTANCE:

By:  _____
Melissa Anguiano
Economic Development Director

RECORDING REQUESTED BY AND WHEN
RECORDED MAIL TO:

Kutak Rock LLP
1650 Farnam Street
Omaha, NE 68102
Attention: Judith K. Crosby

No fee for recording pursuant to
Government Code Section 27383

**SECOND MORTGAGE AFFORDABLE HOUSING FUND LOAN TAX CREDIT INVESTOR
RIDER**

This Tax Credit Investor Rider dated as of _____, 202__ (this “Rider”) is made a part of (a) that certain Disposition and Development Agreement dated January 9, 2019 by and between **JUNCTION STATION, LP** (the “Borrower”) and **CITY OF ROSEVILLE** (the “Lender”) (together with all addenda attached thereto, “Loan Agreement”), (b) that certain Affordable Housing Funds Promissory Note dated October 29, 2021 given by Borrower in favor of Lender in the amount of \$3,760,000 (“Note”), and (c) that certain Deed of Trust with Assignment of Rents, Security Agreement, and Fixture Filing Affordable Housing Funds Loan dated October 29, 2021 by Borrower for the benefit of Lender (the “Deed of Trust”), and any other documents executed in connection with the loan of \$3,760,000 from Lender to Borrower (the “Loan”) in connection with that certain 80 unit apartment complex owned by Borrower in Roseville, California (the “Project”) shall be collectively referred to herein as the “Loan Documents.”

Reference is made to that certain Second Amended and Restated Agreement of Limited Partnership of Borrower dated on or about _____, 202__ (the “Partnership Agreement”) pursuant to which **KCIC JUNCTION CROSSING LIHTC FUND 2022-2 LP**, a Delaware limited partnership, as nominee (the “Investor Limited Partner”) is admitted as the investor limited partner of Borrower.

Unless otherwise set forth herein, all capitalized terms not defined herein shall have the meanings set forth in the Loan Documents. In the event of a conflict or inconsistency between the provisions contained in the Loan Documents and this Rider, the provisions of this Rider shall prevail.

1. NOTICES

Prior to exercising any remedies in connection with any default under the Loan Documents, Lender shall provide Investor Limited Partner with written notice of any event of default under the Loan Documents at the following address:

KCIC Junction Crossing LIHTC Fund 2022-2 LP
c/o Key Community Investment Capital LLC
127 Public Square
Cleveland, Ohio, 44114
Attn: Christina Knuckles

With copies to:

Five Star Bank
3100 Zinfandel Dr., Suite 650
Rancho Cordova, CA 95670
Attention: Heather Luck

Kutak Rock LLP
1650 Farnam Street
Omaha, Nebraska 68102
Attn: Judith K. Crosby, Esq.

2. CURE

Notwithstanding anything to the contrary contained in the Loan Documents, the Investor Limited Partner shall have the right, but not the obligation, to cure any default of Borrower under any Loan Document, and Lender agrees to accept cures tendered by Investor Limited Partner, as follows: (a) with respect to any monetary default under the Loan Documents, Lender shall notify Investor Limited Partner in writing of such monetary default, and Investor Limited Partner shall have thirty (30) days after the receipt of said notice of such monetary default to cure or cause to be cured such monetary default; and (b) with respect to any nonmonetary default under the Loan Documents, Lender shall notify Investor Limited Partner in writing of such nonmonetary default, and Investor Limited Partner shall have ninety (90) days after the receipt of such notice of such nonmonetary default to cure or cause to be cured such default, and if such default is incapable of being cured within such 90 day period, Lender shall provide additional time needed to cure such default as long as such cure was commenced within such 90 day period and is being diligently completed. Lender agrees that the Loan Documents will not be considered to be in default until the expiration of all notice and cure periods provided to Borrower and Investor Limited Partner. Lender shall accept any cure tendered by the Investor Limited Partner as a cure by Borrower.

3. TRANSFERS; AMENDMENTS TO THE PARTNERSHIP AGREEMENT

Notwithstanding anything to the contrary contained in any Loan Document, (a) Investor Limited Partner shall be permitted to remove the general partner of Borrower for cause in accordance with the terms of the Partnership Agreement and shall be able to replace the general partner with a general partner selected by the Investor Limited Partner all without the consent or approval of the Lender, (b) Investor Limited Partner may transfer its limited partner interest in Borrower in accordance with the terms of the Partnership Agreement without the consent of Lender, and (c) the general partner of Borrower may exercise its purchase option to purchase the interest of the Investor Limited Partner in accordance with the terms of the Partnership Agreement without the consent of Lender (each, a "Permitted Transfer"), (d) no Permitted Transfer shall cause a default under any Loan Document or shall trigger any acceleration or due on sale clause under the Loan Documents, (e) Lender shall not receive any fee or other amounts from Borrower in connection with a Permitted Transfer and (f) the Partnership Agreement may be amended or modified in connection with a Permitted Transfer without the prior written consent of Lender.

4. NO CROSS-DEFAULT

Notwithstanding anything to the contrary contained in any Loan Document, no default shall occur under any Loan Document by reason of the failure of any party (other than Borrower), including (without limitation) any guarantors under any Loan Document, to perform, or the occurrence of a default by any such party, under any note, loan agreement, security agreement, purchase or sales agreement or any other agreement or document.

5. PARTIAL SUBORDINATION TO SECTION 42 EXTENDED USE COMMITMENT

Notwithstanding anything herein to the contrary, if the Lender takes title to the Project through foreclosure or deed of foreclosure, the Property shall remain subject to the provisions of Section 42(h)(6)(E)(ii) of the Internal Revenue Code or any similar successor provision of the Code. This section shall apply notwithstanding the order of recording of any of the Loan Documents and the Extended Use Commitment, executed in connection with the allocation of federal low income housing tax credits to the Borrower for the Project pursuant to Section 42 of such Code.

6. REPLACEMENT OF MANAGEMENT AGENT

The Lender acknowledges that Borrower's Investor Limited Partner has the right, under the Borrower's Partnership Agreement, to direct the general partner to remove the Project property management agent. Borrower agrees to give Lender notice of the proposed replacement management agent, and the Lender agrees to consent to same, assuming that such replacement property manager is acceptable to Borrower's Limited Partner and has experience in managing projects occupied by low-income households pursuant to Section 42 of the Internal Revenue Code.

7. PROJECT FINANCING.

Lender approves the following financing for the Project and the liens securing such financing: (i) \$15,800,000 loan from Banner Bank (the "First Mortgage Loan"). Lender consents to any refinancing of the First Mortgage Loan, upon such commercially reasonable terms approved by Borrower and agrees to subordinate the lien of its Deed of Trust to such refinanced loan.

8. MISCELLANEOUS

This Rider may be executed in counterparts, each of which shall be deemed an original, which together shall constitute one and the same instrument.

Investor Limited Partner is an express third-party beneficiary of this Rider. This Rider may be amended only in writing signed by the parties hereto and consented to in writing by the Investor Limited Partner.

This Rider may be executed in multiple counterparts, each of which shall be deemed to be an original.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties have caused this Rider to be duly executed as of date first above written.

BORROWER:

JUNCTION STATION, LP, a California limited partnership

By: St. Anton Junction Station, LLC, a California limited liability company, its co-general partner

By: Blue Bronco, LLC, a California limited liability company, its Member

By: 
Name: Anthony Geremia
Title: Manager

By: PacH Anton South Holdings, LLC, a California limited liability company, its managing general partner

By: Pacific Housing, Inc., a California nonprofit public benefit corporation, its manager

By: 
Name: Mark A. Vides
Title: PRESIDENT

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California

County of Sacramento

On December 21, 2022 before me, Kellie Lyn Hamblin, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Anthony Geremia
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal and/or Stamp Above

Signature Kellie Lyn Hamblin
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

CALIFORNIA CERTIFICATE OF ACKNOWLEDGMENT

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

State of California)

County of Sacramento)

On 12/22/2022 before me, Esmeralda Ramirez, Notary Public
(here insert name and title of the officer)

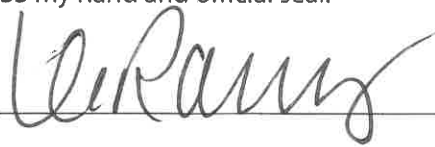
personally appeared Mark A Wiese

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)

Optional Information

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of _____

containing _____ pages, and dated _____

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)
☐ Attorney-in-Fact
☐ Corporate Officer(s) _____
Title(s)

- ☐ Guardian/Conservator
☐ Partner - Limited/General
☐ Trustee(s)
☐ Other: _____

representing: _____
Name(s) of Person(s) or Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:
☐ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:
Page # _____ Entry # _____

Notary contact: _____

Other

☐ Additional Signer(s) ☐ Signer(s) Thumbprint(s)

☐ _____

LENDER:

CITY OF ROSEVILLE, a municipal corporation

By: _____

Name: _____

Title: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of California

County of _____

On _____ before me _____,

Date

personally appeared [_____,] **[TITLE]** of City of Roseville, a municipal corporation, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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.

Place Notary Seal Above

RECORDING REQUESTED BY AND WHEN
RECORDED MAIL TO:

Kutak Rock LLP
1650 Farnam Street
Omaha, NE 68102
Attention: Judith K. Crosby

No fee for recording pursuant to
Government Code Section 27383

**THIRD MORTGAGE AFFORDABLE HOUSING FUND LOAN TAX CREDIT INVESTOR
RIDER**

This Tax Credit Investor Rider dated as of _____, 202__ (this "Rider") is made a part of (a) that certain Disposition and Development Agreement dated January 9, 2019 by and between **JUNCTION STATION, LP** (the "Borrower") and **CITY OF ROSEVILLE** (the "Lender") (together with all addenda attached thereto, "Loan Agreement"), (b) that certain Housing Successor Funds Promissory Note dated October 29, 2021 given by Borrower in favor of Lender in the amount of \$600,000 ("Note"), and (c) that certain Deed of Trust with Assignment of Rents, Security Agreement, and Fixture Filing Housing Successor Funds Loan dated October 29, 2021 by Borrower for the benefit of Lender (the "Deed of Trust"), and any other documents executed in connection with the loan of \$600,000 from Lender to Borrower (the "Loan") in connection with that certain 80 unit apartment complex owned by Borrower in Roseville, California (the "Project") shall be collectively referred to herein as the "Loan Documents."

Reference is made to that certain Second Amended and Restated Agreement of Limited Partnership of Borrower dated on or about _____, 202__ (the "Partnership Agreement") pursuant to which **KCIC JUNCTION CROSSING LIHTC FUND 2022-2 LP**, a Delaware limited partnership, as nominee (the "Investor Limited Partner") is admitted as the investor limited partner of Borrower.

Unless otherwise set forth herein, all capitalized terms not defined herein shall have the meanings set forth in the Loan Documents. In the event of a conflict or inconsistency between the provisions contained in the Loan Documents and this Rider, the provisions of this Rider shall prevail.

1. NOTICES

Prior to exercising any remedies in connection with any default under the Loan Documents, Lender shall provide Investor Limited Partner with written notice of any event of default under the Loan Documents at the following address:

KCIC Junction Crossing LIHTC Fund 2022-2 LP
c/o Key Community Investment Capital LLC
127 Public Square
Cleveland, Ohio, 44114
Attn: Christina Knuckles

With copies to:

Five Star Bank
3100 Zinfandel Dr., Suite 650
Rancho Cordova, CA 95670
Attention: Heather Luck

Kutak Rock LLP
1650 Farnam Street
Omaha, Nebraska 68102
Attn: Judith K. Crosby, Esq.

2. CURE

Notwithstanding anything to the contrary contained in the Loan Documents, the Investor Limited Partner shall have the right, but not the obligation, to cure any default of Borrower under any Loan Document, and Lender agrees to accept cures tendered by Investor Limited Partner, as follows: (a) with respect to any monetary default under the Loan Documents, Lender shall notify Investor Limited Partner in writing of such monetary default, and Investor Limited Partner shall have thirty (30) days after the receipt of said notice of such monetary default to cure or cause to be cured such monetary default; and (b) with respect to any nonmonetary default under the Loan Documents, Lender shall notify Investor Limited Partner in writing of such nonmonetary default, and Investor Limited Partner shall have ninety (90) days after the receipt of such notice of such nonmonetary default to cure or cause to be cured such default, and if such default is incapable of being cured within such 90 day period, Lender shall provide additional time needed to cure such default as long as such cure was commenced within such 90 day period and is being diligently completed. Lender agrees that the Loan Documents will not be considered to be in default until the expiration of all notice and cure periods provided to Borrower and Investor Limited Partner. Lender shall accept any cure tendered by the Investor Limited Partner as a cure by Borrower.

3. TRANSFERS; AMENDMENTS TO THE PARTNERSHIP AGREEMENT

Notwithstanding anything to the contrary contained in any Loan Document, (a) Investor Limited Partner shall be permitted to remove the general partner of Borrower for cause in accordance with the terms of the Partnership Agreement and shall be able to replace the general partner with a general partner selected by the Investor Limited Partner all without the consent or approval of the Lender, (b) Investor Limited Partner may transfer its limited partner interest in Borrower in accordance with the terms of the Partnership Agreement without the consent of Lender, and (c) the general partner of Borrower may exercise its purchase option to purchase the interest of the Investor Limited Partner in accordance with the terms of the Partnership Agreement without the consent of Lender (each, a "Permitted Transfer"), (d) no Permitted Transfer shall cause a default under any Loan Document or shall trigger any acceleration or due on sale clause under the Loan Documents, (e) Lender shall not receive any fee or other amounts from Borrower in connection with a Permitted Transfer and (f) the Partnership Agreement may be amended or modified in connection with a Permitted Transfer without the prior written consent of Lender.

4. NO CROSS-DEFAULT

Notwithstanding anything to the contrary contained in any Loan Document, no default shall occur under any Loan Document by reason of the failure of any party (other than Borrower), including (without limitation) any guarantors under any Loan Document, to perform, or the occurrence of a default by any such party, under any note, loan agreement, security agreement, purchase or sales agreement or any other agreement or document.

5. PARTIAL SUBORDINATION TO SECTION 42 EXTENDED USE COMMITMENT

Notwithstanding anything herein to the contrary, if the Lender takes title to the Project through foreclosure or deed of lieu of foreclosure, the Property shall remain subject to the provisions of Section 42(h)(6)(E)(ii) of the Internal Revenue Code or any similar successor provision of the Code. This section shall apply notwithstanding the order of recording of any of the Loan Documents and the Extended Use Commitment, executed in connection with the allocation of federal low income housing tax credits to the Borrower for the Project pursuant to Section 42 of such Code.

6. REPLACEMENT OF MANAGEMENT AGENT

The Lender acknowledges that Borrower's Investor Limited Partner has the right, under the Borrower's Partnership Agreement, to direct the general partner to remove the Project property management agent. Borrower agrees to give Lender notice of the proposed replacement management agent, and the Lender agrees to consent to same, assuming that such replacement property manager is acceptable to Borrower's Limited Partner and has experience in managing projects occupied by low-income households pursuant to Section 42 of the Internal Revenue Code.

7. PROJECT FINANCING

Lender approves the following financing for the Project and the liens securing such financing: (i) \$15,800,000 loan from Banner Bank (the "First Mortgage Loan"). Lender consents to any refinancing of the First Mortgage Loan, upon such commercially reasonable terms approved by Borrower and agrees to subordinate the lien of its Deed of Trust to such refinanced loan.

8. MISCELLANEOUS

This Rider may be executed in counterparts, each of which shall be deemed an original, which together shall constitute one and the same instrument.

Investor Limited Partner is an express third-party beneficiary of this Rider. This Rider may be amended only in writing signed by the parties hereto and consented to in writing by the Investor Limited Partner.

This Rider may be executed in multiple counterparts, each of which shall be deemed to be an original.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties have caused this Rider to be duly executed as of date first above written.

BORROWER:

JUNCTION STATION, LP, a California limited partnership

By: St. Anton Junction Station, LLC, a California limited liability company, its co-general partner

By: Blue Bronco, LLC, a California limited liability company, its Member

By: Anthony Geremia
Name: Anthony Geremia
Title: Manager

By: PacH Anton South Holdings, LLC, a California limited liability company, its managing general partner

By: Pacific Housing, Inc., a California nonprofit public benefit corporation, its manager

By: Mark A. Wiese
Name: MARK A WIESE
Title: PRESIDENT

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California

County of Sacramento

On December 21, 2022 before me, Kellie Lyn Hamblin, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Anthony Geremia
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal and/or Stamp Above

Signature Kellie Lyn Hamblin
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

CALIFORNIA CERTIFICATE OF ACKNOWLEDGMENT

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

State of California)

County of Sacramento)

On 12/22/2022 before me, Esmeralda Ramirez, Notary Public,
(here insert name and title of the officer)

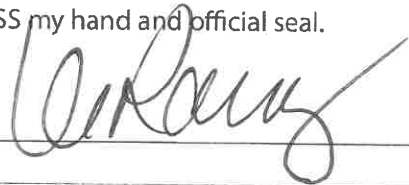
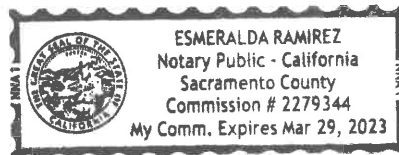
personally appeared Mark A Wiese

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

(Seal)

Optional Information

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of _____

containing _____ pages, and dated _____

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)
☐ Attorney-in-Fact
☐ Corporate Officer(s) _____
Title(s)

- ☐ Guardian/Conservator
☐ Partner - Limited/General
☐ Trustee(s)
☐ Other: _____

representing: _____
Name(s) of Person(s) or Entity(ies) Signer is Representing

Additional Information	
Method of Signer Identification	
Proved to me on the basis of satisfactory evidence: ☐ form(s) of identification ☐ credible witness(es)	
Notarial event is detailed in notary journal on: Page # _____ Entry # _____	
Notary contact: _____	
Other	
☐ Additional Signer(s)	☐ Signer(s) Thumbprint(s)
☐ _____ ☐ _____	

LENDER:

CITY OF ROSEVILLE, a municipal corporation

By: _____

Name: _____

Title: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of California

County of _____

On _____ before me _____,

Date

personally appeared [_____, [TITLE] of City of Roseville, a municipal corporation, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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.

Place Notary Seal Above



COUNCIL COMMUNICATION

CC #: 2507

File #: 0709-03-02

Title: Reservation of Funds for Development of Affordable Housing Projects - Amendment

Contact: Trisha Isom 916-746-1239 tisom@roseville.ca.us
Sara Thornton 916-774-5295 srthornton@roseville.ca.us

Meeting Date: 1/18/2023

Item #: 7.17.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution approving the amended reservation of funds totaling \$7.5 million for the following affordable housing projects:

1. Increase reservation to \$2,000,000 from the City of Roseville Local Housing Trust Fund and \$2,000,000 from the State Local Housing Trust Fund toward the construction of Mercy Housing's affordable housing project, Pleasant Grove Apartments; and
2. Increase reservation to \$1,750,000 from the City of Roseville Local Housing Trust Fund and \$1,750,000 from the State Local Housing Trust Fund toward the construction of Bridge Housing's affordable housing project, Royer Street Apartments at 300 Taylor.

BACKGROUND

In July of 2021, City Council authorized staff to complete and submit an application for the California Housing and Community Development Department's (HCD) 2021 Local Housing Trust Fund (LHTF) notice of funding availability (NOFA). This funding provides matching grants to Local Housing Trust Funds established by cities and counties, Native American Tribes and incorporated 501(c)(3) non-profit organizations in order to expand funding sources and increase the supply of affordable housing. The 2021 application was submitted to HCD requesting the maximum \$5 million in matching funds. The requested amount, paired with City matching funds would assist all three projects and allow the developments to better compete for tax credit funding. To meet eligibility, the Roseville Housing Division released its own NOFA in June 2021 to identify qualified affordable housing developers and establish a pipeline of projects. The Housing Division received three responses to the NOFA, all of which were placed on the City's Affordable Housing Pipeline (Attachment 1) with initial funding commitments.

In January 2022, HCD issued a LHTF award letter in the amount to \$1,135,761. Although the City was not able to fully commit to the initial funding amounts requested for each of the affordable housing projects, in April 2022, Council approved funding reservations of \$2.5 million to each of

the projects listed in the Affordable Housing Pipeline. The reservations comprised of both City and state LHTF as well as City affordable housing funds in order to demonstrate a commitment of local funds and support all three projects in qualifying for additional affordable housing funding opportunities.

In April of 2022, City Council approved an application to the State for \$3,937,500 for the 2022 LHTF program utilizing the existing Affordable Housing Pipeline report. We were successful in our application and HCD awarded the City the requested amount in October of 2022. The new award will allow the City to fully fund all three affordable housing projects as initially committed. Once an agreement between the state and City has been executed for the 2022 award, staff will bring a budget adjustment to Council for approval.

Hampstead Partner's Prospera at Fiddymont loan documents and Regulatory Agreement were approved by Council on November 2, 2022. Staff is requesting an amended reservation at this time in order to submit new commitment letters to the two remaining developers in the Affordable Housing Pipeline. Applications for state funding will become available in February of 2023 and increased reservations of funds will allow for more competitive scoring and an increased chance of receiving funding. The requested amended reservations are as follows:

- Increase reservation for Mercy Housing's affordable housing project, Pleasant Grove Apartments, from \$2.5 million to a reservation of \$4 million - \$2 million from the City of Roseville Local Housing Trust Fund and \$2M from the State Local Housing Trust Fund; and
- Increase reservation for Bridge Housing's affordable housing project, 300 Taylor Apartments, from \$2.5 million to a reservation of \$3.5 million - \$1,750,000 from the City of Roseville Local Housing Trust Fund and \$1,750,000 from the State Local Housing Trust Fund.

After the 2022 LHTF application had been submitted, the state notified the City of an augmented 2021 LHTF award that equaled \$2,816,345. This augmented award amount results in excess funding to the LHTF. Early next year, staff will release a NOFA to the three affordable housing developers on the City's Affordable Housing Pipeline report to request new affordable housing project proposals. Once projects are successful in securing full funding, staff will bring forward the necessary loan and regulatory agreement documents required for development of the projects for Council review and consideration.

FISCAL IMPACT

The City's Local Housing Trust Fund receives funding from developer in-lieu fees, payoffs from resales and payoffs from developer subsidy loans. The Housing Division has funding available in the Local Housing Trust Fund, which will be used to match state-awarded LHTFs. No General Fund resources will be used for the Local Housing Trust Fund reservation of funds.

ENVIRONMENTAL REVIEW

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

considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378. The request for reservation of funds to develop affordable housing meets the above criteria and is not subject to CEQA. No additional environmental review is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal C - Maintain a safe and healthy community

Goal D - Enhance economic vitality

Respectfully Submitted,

Trisha Isom, Housing Manager

Melissa Anguiano, Economic Development Manager



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 23-038

Affordable Housing Pipeline

RESOLUTION NO. 23-038

APPROVING THE AMENDED RESERVATION OF \$7,500,000 IN AFFORDABLE HOUSING FUNDS FOR DEVELOPMENT OF AFFORDABLE HOUSING PROJECTS

WHEREAS, in July of 2021, City Council authorized staff to complete and submit an application for the California Housing and Community Development Department's (HCD) 2021 Local Housing Trust Fund (LHTF) notice of funding availability (NOFA); and

WHEREAS, in April 2022, Council approved funding reservations of \$2.5 million to each of the projects listed in the Affordable Housing Pipeline, three in total; and

WHEREAS, Bridge Housing's affordable housing project, 505 Royer Apartments, was required to have a name change and is now known as Royer Street Apartments at 300 Taylor; and

WHEREAS, Hampstead Partner's Prospera at Fiddymont loan documents and Regulatory Agreement were approved by Council on November 2, 2022; and

WHEREAS, staff is now requesting an amended reservation at this time in order to submit new commitment letters to the two remaining developers in the Affordable Housing Pipeline; and

WHEREAS, applications for state funding will become available in February of 2023 and an increased reservations of funds will allow for more competitive scoring and an increased chance of receiving funding.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville, that it hereby approves increasing the reservation of funds to \$2,000,000 from the City of Roseville Local Housing Trust Fund and \$2,000,000 from the State Local Housing Trust Fund for the construction of Mercy Housing's affordable housing project, Pleasant Grove Apartments; and increasing the reservation of funds to \$1,750,000 from the City of Roseville Local Housing Trust Fund and \$1,750,000 from the State Local Housing Trust Fund for the construction of Bridge Housing's affordable housing project, Royer Street Apartments at 300 Taylor.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

City of Roseville Affordable Housing Pipeline

The City of Roseville's Housing Trust Fund is the City's primary tool for supporting new affordable housing development. The City has made tentative funding commitments with the developers listed below to bring new units to our community. This list of developments have been informed they can submit a full application once the HTF receives notice of a State LHTF award.

Project Sponsor	Project Name	Project Address	Total Units	Income Levels Served	Financing Requested	Amount Tentatively Awarded
Mercy Housing California	Pleasant Grove Apartments	1721 Pleasant Grove BL	98	30% - 70%	\$ 3,245,000	\$4,000,000
Bridge Housing Corporation	Royer Street Apartments	300 Taylor Street	76	30% - 60%	\$ 3,000,000	\$3,500,000
Hampstead Development Partners	Hayden Parkway Apartments	2801 N Hayden PW	94	30% - 60%	\$ 5,600,000	\$2,500,000



COUNCIL COMMUNICATION

CC #: 2486

File #: 0323

Title: Communication Software Licensing - Agreement Amendment

Contact: Mark Peinado 916-774-5021 mcpeinado@roseville.ca.us
Claudia Harlan 916-774-5003 charlan@roseville.ca.us

Meeting Date: 1/18/2023

Item #: 7.18.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution authorizing the City Manager to execute an agreement amendment with Tyler Technologies Inc. to provide Computer Aided Dispatch (CAD) export interface use with Fusus software.

BACKGROUND

The City has a software licensing agreement with Tyler Technologies Inc. (formerly known as New World Systems), effective November 6, 2014, for the purchase and installation of a public safety computer system, including computer-aided dispatch, police records, fire records, mobile computing and field reporting, related interfaces and services, support and maintenance.

The Police Department would like to amend the agreement to add Computer Aided Dispatch (CAD) export interface use with Fusus software to the agreement.

FISCAL IMPACT

The total cost for the CAD export interface installation is \$2,320. Funding has been approved in the Police Department's FY2022-23 operating budget in the General Fund.

ENVIRONMENTAL REVIEW

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

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal C - Maintain a safe and healthy community

Respectfully Submitted,

Mark Peinado, Management Analyst

Troy Bergstrom, Police Chief



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 23-016

Amendment

RESOLUTION NO. 23-016

APPROVING AN AGREEMENT AMENDMENT BY AND BETWEEN THE CITY OF
ROSEVILLE AND TYLER TECHNOLOGIES INC.

WHEREAS, an Amendment, by and between the City of Roseville and Tyler Technologies Inc., for communication software, has been reviewed by the City Council; and

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

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 2023, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



COUNCIL COMMUNICATION

CC #: 2492
File #: 0704-02

Title: Livestock Grazing License - Services Agreement Amendment
Contact: Eric Dexter 916-746-1769 edexter@roseville.ca.us

Meeting Date: 1/18/2023
Item #: 7.19.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution to approve a first Amendment to the Livestock Grazing License agreement with Auburn Ravine Ranch, Inc. and authorize the City Manager to execute it on behalf of the City.

BACKGROUND

The City is the owner of approximately 228 acres of real property commonly referred to as Reason Farms Environmental Preserve located in the County of Placer, South of Sunset Blvd within the City of Roseville. When the preserve was created, a Conservation Easement was placed on the property and Placer Land Trust took ownership and holds the easement in perpetuity on 223 acres of the property. The City is responsible for maintaining the preserve. The Conservation Easement included an Operation and Maintenance Plan (O&M plan) approved by the City, Placer Land Trust and appropriate government authorities outlining the habitat management requirements. One of the requirements outlined in the Open Space O & M Plan is that the City shall appropriately graze livestock on the property to assist with habitat management. To achieve this requirement the Parks and Open Space Division distributed a request for proposals in 2018 for a Livestock Grazing License for the term of five years with an optional five year renewal. Auburn Ravine Ranch, Inc. was awarded this contract which is up for the second and final 5-year renewal.

When the preserve was formed, a third party, Placer Land Trust, became the holder of the conservation easement for the purpose of protecting the conservation values of the property. As part of the original agreement, the City and Placer Land Trust entered into a Grazing Revenue Agreement in which Placer Land Trust receives all revenue from grazing.

FISCAL IMPACT

Auburn Ravine Ranch pays \$6,300 per year for the grazing license. Placer Land Trust receives all revenue from grazing, which is utilized to manage and monitor the preserve in conjunction with the

City. There will be no impact to the General Fund.

ENVIRONMENTAL REVIEW

The proposed amendment is consistent with the agreement that was determined to be exempt from CEQA in 2017. The proposed project involves minor alteration in the condition of the land, water, and or vegetation which will not remove healthy, mature scenic trees. This activity is categorically exempt from CEQA as a Class 4 Exemption (State CEQA Guidelines Section 15304). The Exemption has been prepared and no further CEQA action is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

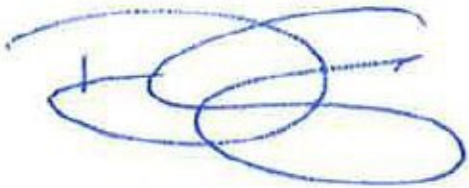
Goal A - Remain fiscally responsible in a changing world

Goal C - Maintain a safe and healthy community

Respectfully Submitted,

Eric Dexter, Parks, Recreation & Libraries Superintendent

Jill Geller, Parks, Recreation & Libraries Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 23-018

First Amendment to Livestock Grazing Agreement

CEQA Exemption

RESOLUTION NO. 23-018

APPROVING A FIRST AMENDMENT TO LIVESTOCK GRAZING LICENSE, BY AND BETWEEN THE CITY OF ROSEVILLE, THE AUBURN RAVINE RANCH, INC., AND B & B LIVESTOCK, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a First Amendment to Livestock Grazing License, by and between the City of Roseville, The Auburn Ravine Ranch, Inc. and B & B Livestock, has been reviewed by the Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said First Amendment to Livestock Grazing License 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 _____, 2023, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

**FIRST AMENDMENT TO
LIVESTOCK GRAZING LICENSE**

THIS FIRST AMENDMENT TO LIVESTOCK GRAZING LICENSE is made and entered into this ____ day of _____, 2023, by and between the City of Roseville, a municipal corporation ("CITY"), and Auburn Ravine Ranch, Inc., a California corporation and B & B Livestock, a California general partnership ("LICENSEE"); and

W I T N E S S E T H:

WHEREAS, CITY and LICENSEE previously entered into a Livestock Grazing License dated February 7, 2018 ("License") regarding livestock grazing on a portion of 228 acres of real property commonly referred to as the Reason Farms Environmental Preserve ("Preserve") located in the City of Roseville, State of California, currently known as APN 017-010-023-000 ("Project"); and

WHEREAS, CITY and LICENSEE desire to amend the License to extend the term; and

NOW, THEREFORE, the parties agree as follows:

1. Section 6 of the License is amended by adding an additional paragraph to read as follows:

"The final term of this License shall commence on January 1, 2023 and expire on December 31, 2027".

2. All other provisions of the License 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 Livestock Grazing License 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 _____, 2023, and LICENSEE has caused this First Amendment to Livestock Grazing License to be executed.

CITY OF ROSEVILLE, a
municipal corporation

AUBURN RAVINE RANCH, INC., a
California corporation

BY: _____
DOMINICK CASEY
City Manager

BY: *Dominick B. Ferreira*
its: *Pres and Sec*

and

ATTEST:

BY: *Bert Lefty*
its: *U.P.*

BY: _____
CARMEN AVALOS
City Clerk

and

APPROVED AS TO FORM:

B & B LIVESTOCK, a California general
partnership

BY: _____
MICHELLE SHEIDENBERGER
City Attorney

BY: *Bert Lefty*
BERT LEFTY
General Partner/Manager

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

APPROVED AS TO SUBSTANCE:

BY: 
JILL GELLER
Parks, Recreation & Libraries Director



Notice of Exemption

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

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

Project Title: Livestock Grazing License for Reason Farms Environmental Preserve

Project Location: Within the City owned and managed Al Johnson Wildlife Area, City of Roseville, Placer County, CA.

Project Description: The project is a proposal by the Parks, Recreation and Libraries Department, Open Space Division to enter into a License agreement for Preserve grazing services. Grazing is a Best Management Practice that reduces fire fuel load and thatch levels (dead plant material) and increases the potential for native plants to germinate and grow, and is required under the Preserve Management Plan.

Public Agency Approving Project: Roseville City Council

Agency Carrying Out Project: Parks, Recreation and Libraries Department, Open Space Division.

Reason why this Project is Exempt: This project is exempt as defined in Section 15304 (Minor Alterations to Land) of the State CEQA Guidelines which states that a project may be exempt from CEQA as a Class 4 Categorical Exemption if it consists of minor public or private alterations in the condition of land, water and/or vegetation which do not involve removal of healthy, mature, scenic trees.

The proposed grazing license is consistent with the above description and therefore the Class 4 Exemption applies.

Lead Agency Contact Person: Brian Castelluccio, Roseville Parks, Recreation and Libraries Department (916) 746-1755.

Signature:


Mark Morse

City of Roseville Environmental Coordinator

Date: 11-29-17



COUNCIL COMMUNICATION

CC #: 2488
File #: 0800-03

Title: Electric Generation Heat Recovery Steam Generator Maintenance and Rehabilitation
- Northern California Power Agency Support Services Program Agreement
Contact: Matt Garner 916-746-1691 mgarner@roseville.ca.us

Meeting Date: 1/18/2023
Item #: 7.20.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution authorizing the Electric Utility Director and the City Attorney to execute a Confirmation under the Support Services Program Agreement (SSPA) with the Northern California Power Agency (NCPA) for Precision Iceblast Corporation to perform Heat Recovery Steam Generator deep cleaning and rehabilitation at the Roseville Energy Park (REP).

BACKGROUND

On May 5, 2021, the City Council adopted Resolution 21-194 which authorized the City Manager to execute the SSPA with NCPA, and appointed the Electric Utility Director and the City Attorney as designated representatives of the SSPA with authority to authorize Confirmations of \$74,999 or less. City Council approval is needed in this instance because the recommended Confirmation exceeds the City Council delegated spending limit of \$74,999 under the SSPA.

In combined cycle power plants like the REP, regular Heat Recovery Steam Generator (HRSG) cleaning is needed to maintain safe, efficient and reliable operation of the unit. HRSG cleaning improves combustion turbine efficiency, steam turbine output, and reduces power plant variable operations costs. This work involves a proprietary dry ice boiler tube cleaning process that removes contaminants and oxides that impede process flows and heat transfer. This maintenance requires the use of specialized equipment and exclusive processes that the electric utility does not provide as part of our regular maintenance work activities.

Precision Iceblast Corporation was selected in June 2021 through a competitively bid process managed by NCPA to perform HRSG deep cleaning for the benefit of its members, including Roseville Electric Utility.

FISCAL IMPACT

The total cost of services will not exceed \$687,492. Funding is included in the Electric Fund budget for FY2022-23.

ENVIRONMENTAL REVIEW

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

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal E - Deliver exceptional city services

Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Matt Garner, Power Generation Superintendent

Dan Beans, Electric Utility Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 23-012

NCPA SSPA Confirmation - Precision Iceblast

RESOLUTION NO. 23-012

APPROVING A CONFIRMATION UNDER THE SUPPORT SERVICES PROGRAM AGREEMENT WITH NORTHERN CALIFORNIA POWER AGENCY, AND AUTHORIZING THE ELECTRIC UTILITY DIRECTOR AND CITY ATTORNEY TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, on May 5, 2021, Council adopted Resolution No. 21-194 which authorized the City Manager to execute the Support Services Program Agreement (SSPA) with the Northern California Power Agency (NCPA), and appointed the Electric Utility Director and the City Attorney as designated representatives of the SSPA with authority to execute confirmations of \$74,999 or less; and

WHEREAS, City Council approval is required for any Confirmation under the NCPA Support Services Program Agreement over \$74,999; and

WHEREAS, in combined cycle power plants like the REP, regular Heat Recovery Steam Generator (HRSG) cleaning is needed to maintain safe, efficient and reliable operation of the unit. HRSG cleaning improves combustion turbine efficiency, steam turbine output, and reduces power plant variable operations costs; and

WHEREAS, Precision Iceblast Corporation was selected in June 2021 through a competitively bid process managed by NCPA to perform HRSG deep cleaning for the benefit of its members, including Roseville Electric Utility; and

WHEREAS, Confirmation No. 0268 under the NCPA Support Services Program Agreement with Precision Iceblast Corporation in the amount of \$687,492, has been reviewed by the City Council.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that Confirmation No. 0268 under the NCPA Support Services Program Agreement is hereby approved and the Electric Utility Director and City Attorney are hereby 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

CONFIRMATION UNDER THE NCPA SUPPORT SERVICES PROGRAM AGREEMENT

1. This is a Confirmation pursuant to the Support Services Program Agreement and subject to the terms and conditions of that agreement, except as expressly provided in this Confirmation. All capitalized terms have the meaning given to them in the Support Services Program Agreement.

2. The Participating Member for this Confirmation is the CITY OF ROSEVILLE in the amount of not-to-exceed \$686,147.00 for the Precision Iceblast Corporation work described in paragraph 3. The amount includes the proposal amount of \$623,770.00, plus a ten percent contingency of \$62,377.00. The dollar amount is not a guarantee that the full amount will be paid to Precision Iceblast Corporation, but is merely a limit of potential expenditures under this Confirmation.

3. The Participating Member requests the following described Support Services in the dollar amount specified. NCPA agrees to provide the following Support Services to the Participating Member:

Precision Iceblast Corporation shall provide Heat Recovery Steam Generator Deep Cleaning services for Unit One and Unit Two located at Philip Road, scaffolding for both units, and Confined Space Rescue Team services, as more fully detailed in the proposal dated September 19, 2022, copy attached as Exhibit "A".

4. The Participating Member executing this Confirmation agrees to pay for the Support Services in the not-to-exceed amount specified in paragraph 2 above; plus, the Administrative Cost of not to exceed \$1,345.00 (\$685.00 to develop the Confirmation and first month of administration, plus \$165 per month for four additional months) to be billed as costs are actually incurred, in accordance with the provisions of the Support Services Program Agreement. The total amount expended under this Confirmation will not exceed \$687,492.00.

5. A Security Account deposit is not required for this Confirmation.

Date: _____

Date: _____

Participating Member:
CITY OF ROSEVILLE
By its Designated Representatives:

NORTHERN CALIFORNIA POWER AGENCY

Daniel Beans, Electric Utility Director

Randy S. Howard, General Manager

And

Michelle Sheidenberger, City Attorney

Assistant Secretary to Commission

Approved as to form:

Jane E. Luckhardt, NCPA General Counsel



COMMERCIAL PROPOSAL

09-19-2022 Roseville Energy Park

1. CUSTOMER INFORMATION

COMPANY NAME	City of Roseville
COMPANY ADDRESS	5120 Philip Road Roseville CA 95747
CONTACT NAME	Ediberto Vasquez
TELEPHONE CONTACT	916-746-1683
CONTACT EMAIL	EVasquez@roseville.ca.us
SITE ADDRESS	5120 Philip Road Roseville CA 95747
OUTAGE START DATE	Spring 2023
OUTAGE START DATE	Spring 2023

2. PRECISION ICEBLAST

Precision Iceblast Corporation specializes in Power Generation and Heat Recovery Steam Generator Deep Cleaning services. We have been operating for over three decades in the power generation industry, developing inspections and cleaning projects in HRSG boilers applied in cogeneration and combined cycle plants.

In addition to HRSG cleaning services, we are contracted to carry out dry ice blasting projects, surface preparation services and painting equipment and installations in almost every industry. Our revolutionary technology is safer, more efficient, and environmentally friendly to clean any surface, including boiler tubes, the surface of mechanical and electrical equipment, industrial installations, static and rotating equipment.

In the Power Generation industry, Precision Iceblast has conducted over 1200 HRSG cleaning projects worldwide to date working on five different continents. We are a leader in HRSG boiler cleaning services and offer an integrated service for power plants that includes cleaning inspections, HRSG performance analysis and HRSG Deep Cleaning services for owners and O&M operators throughout the entire HRSG lifecycle.



Precision Iceblast Headquarters, 801 Maple Street
Peshtigo, WI 54157

09-19-2022 Roseville Energy Park

3. INTRODUCTION

During the operation of Combined Cycle Plants or Cogeneration Plants, naturally the Heat Recovery Steam Generator (HRSG) will suffer fouling due to operational deposits and corrosion produced by the process, causing loss of thermal performance and output for the plant. Seeking to restore the performance of the HRSG and having a higher reliability and availability is critical to every plant. Precision Iceblast's patented deep cleaning method (HRSG DEEP CLEANING™) ensures safe cleaning of 95% of HRSG fin tube heating surfaces, providing better thermal efficiency for the HRSG and increasing overall output of the plant.



Fig 1.0 HRSG tubes before cleaning



Fig 1.1 HRSG tubes after cleaning

KEY BENEFITS OF THE HRSG DEEP CLEANING METHOD FOR YOUR PLANT

- ✓ Minimal of 50% back pressure reduction with most clients seeing upwards of 80% reduction.
- ✓ Dramatic reduction in Heat Rates with clients seeing up to 300 btu/kwh reductions.
- ✓ Dramatic increases in Gas Turbine and Steam Turbine MW Output with some clients seeing up to 25 MW gained after cleaning.
- ✓ Increases tube life and slows down corrosive processes that can cause tube failures during HRSG operation.
- ✓ Ensures no risk or damage to pressure parts, owners' equipment or bodily harm.
- ✓ No federal permitting required to perform tube cleaning.
- ✓ Provide complete turn-key solutions with minimal plant support.

4. SCOPE OF THE PROJECT

Precision Iceblast undertakes to carry out the scope of service referred to in this proposal for the customer City of Roseville. This proposal includes a cleaning and coating services (**Patented HRSG DEEP CLEANING™**) combined with ultra-high pressure CO2 dry ice for **two Vogt HRSG units, Horizontal gas flow, installed at your Roseville Energy Park facility located in Roseville, California.**

In more detail we highlight in Figure 1 the tube bundles in red color that will be cleaned with the HRSG DEEP CLEANING™ methodology.

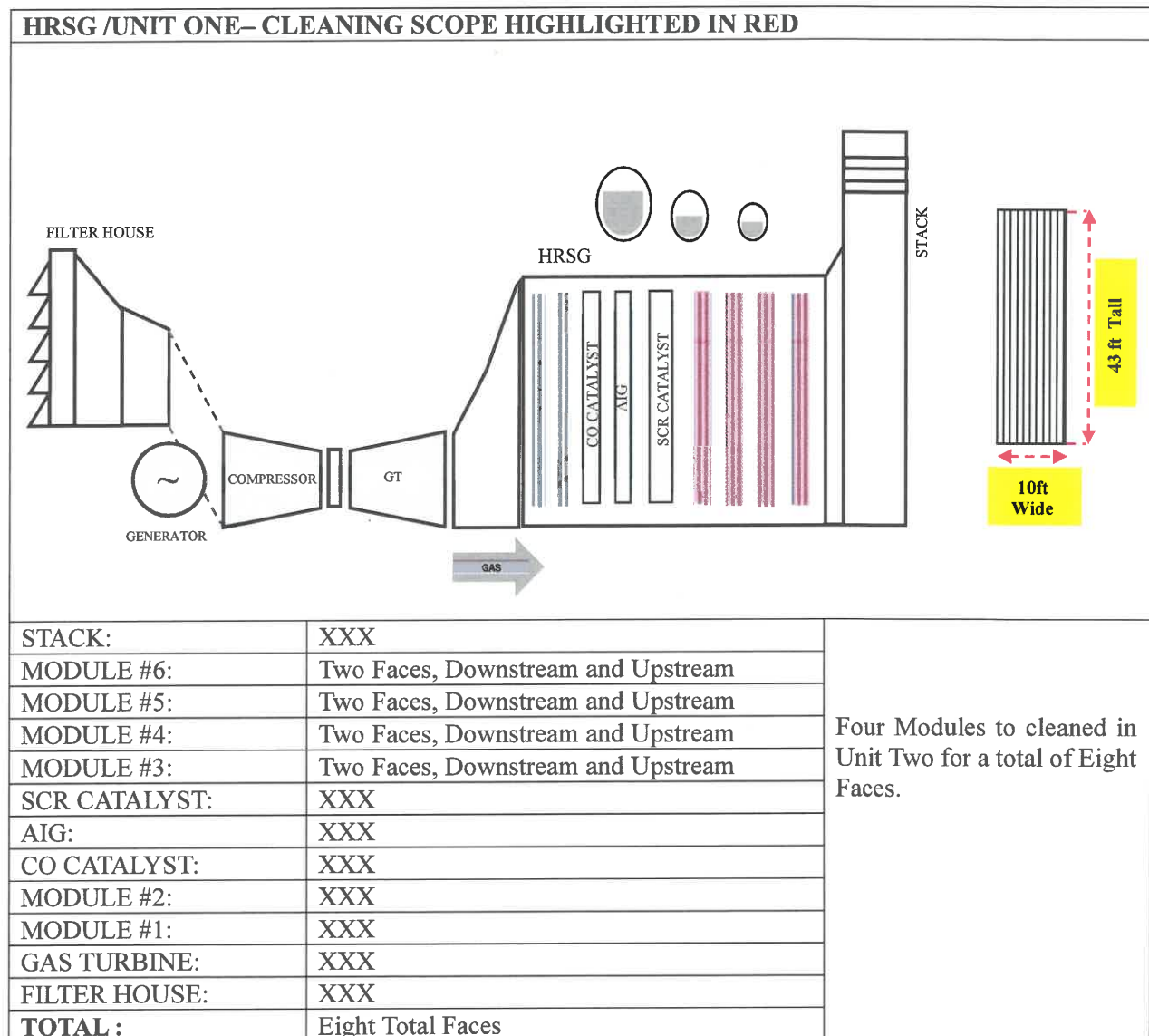


Figure 1.2 – GENERIC HRSG DRAWING Highlighting the tube bundles that will be cleaned with PIC's HRSG DEEP CLEANING™ methodology.

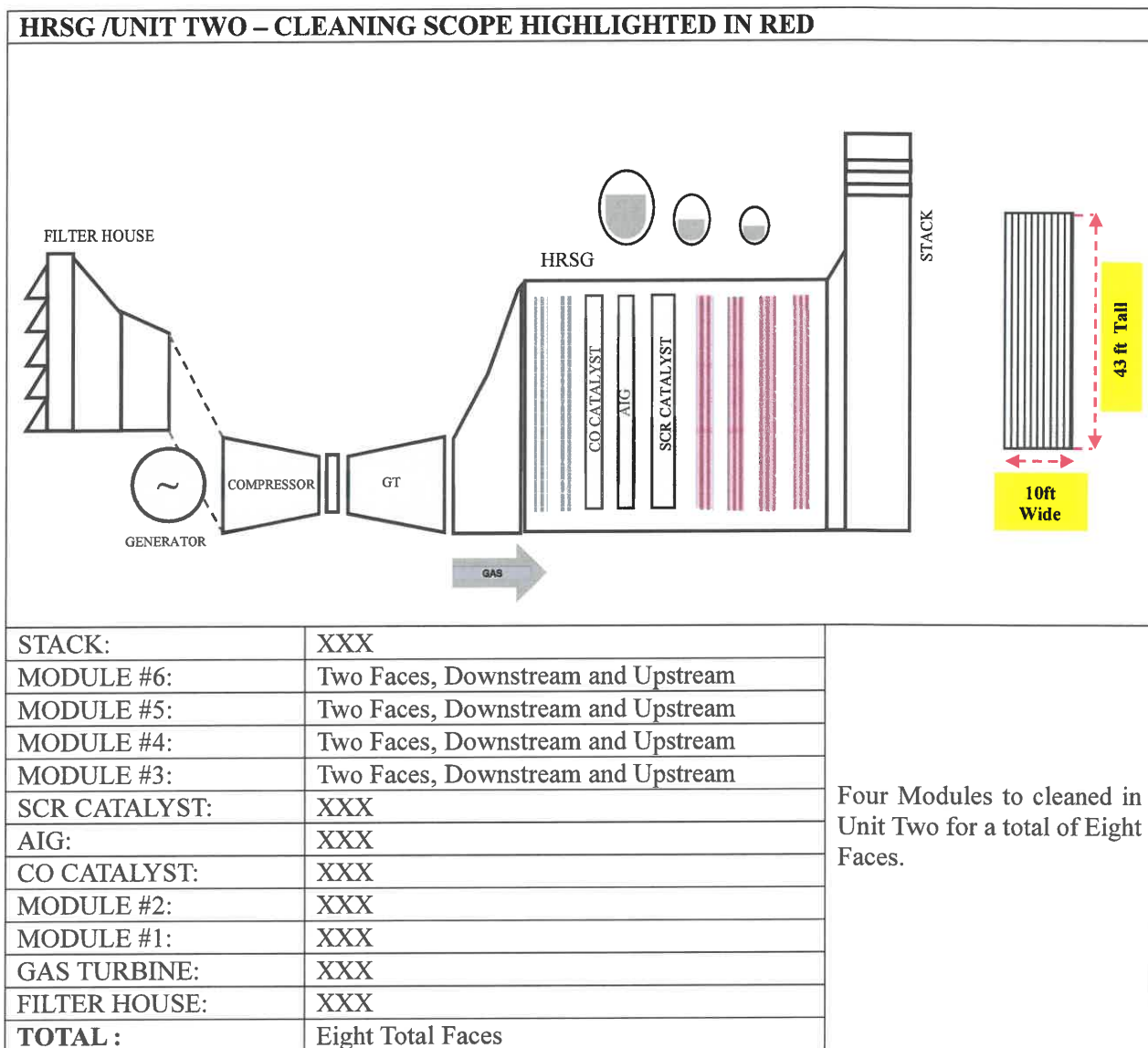


Figure 1.3 – GENERIC HRSG DRAWING Highlighting the tube bundles that will be cleaned with PIC's HRSG DEEP CLEANING TM methodology.

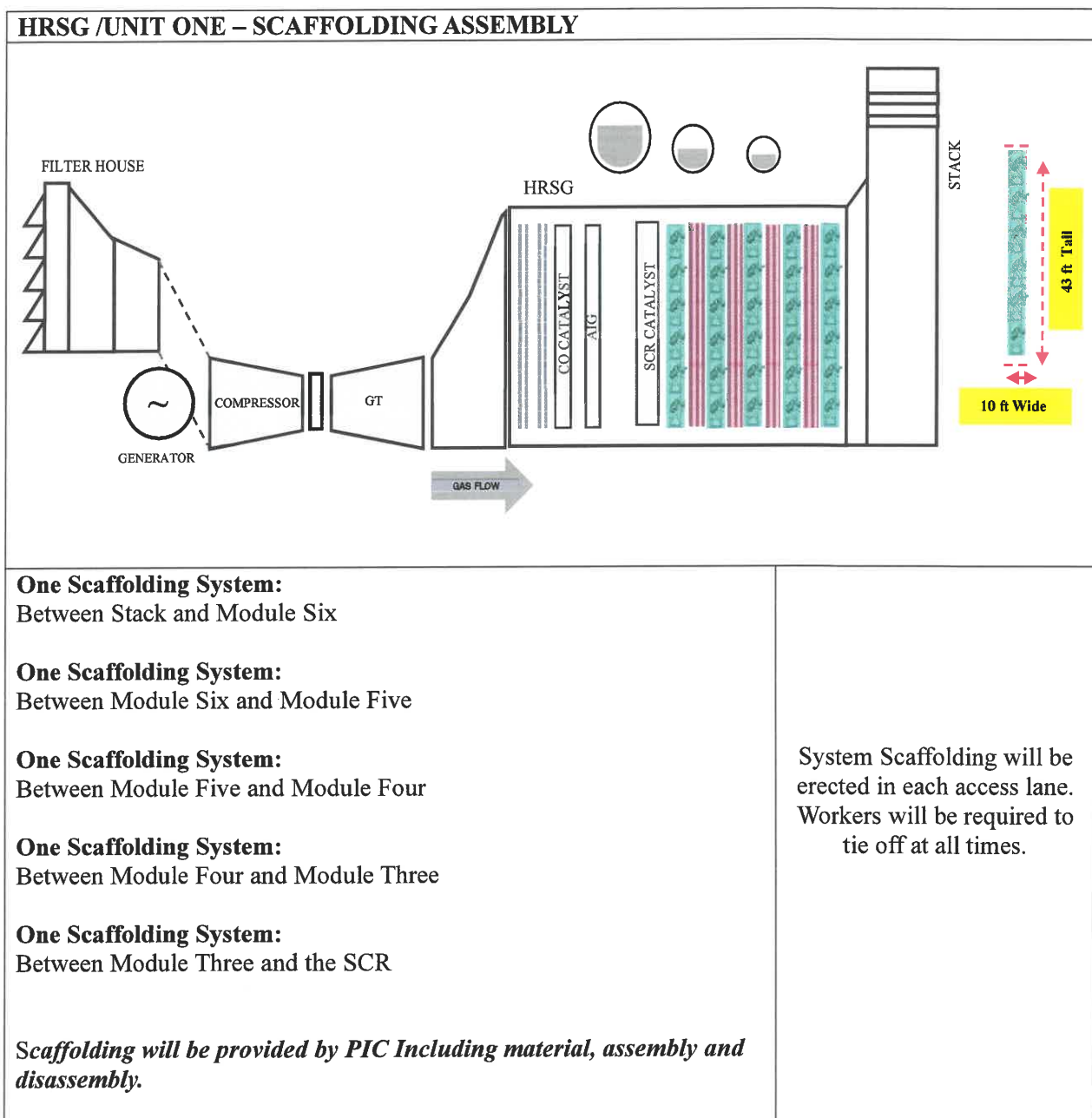


Figure 1.4 –GENERIC HRSG DRAWING highlighting the scaffolding towers that will be assembled and disassembled by customer.

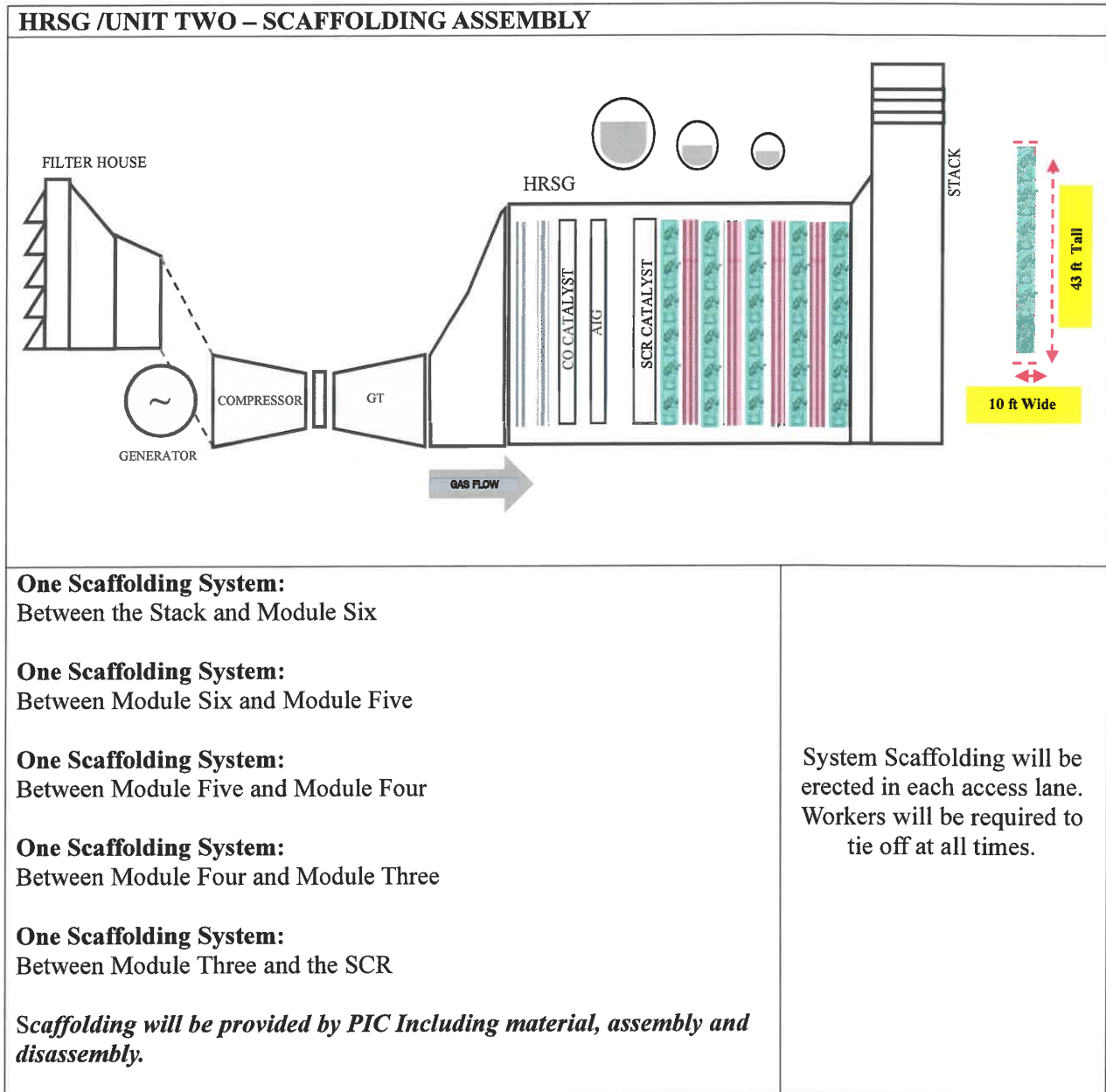


Figure 1.5 –GENERIC HRSG DRAWING highlighting the scaffolding towers that will be assembled and disassembled by customer.

5. METHODOLOGY AND WORK PROCEDURE

To obtain the best results possible, Precision Iceblast performs different techniques that aim to guarantee the cleaning efficiency of its customers' boiler tube modules between 90% to 95%. During a HRSG cleaning project, our technical team can perform the following procedures mentioned below. All these different processes and approaches will ensure that your HRSG is professionally cleaned. With thirty years of experience and performing over thousand HRSG boiler tube cleaning projects, regardless of the type of fouling found in the HRSG, we can ensure we provide the most detailed cleaning system with our ultra-high pressure dry ice blasting, our deep cleaning alignment tools, HRSG cleaning solution and specialized team we can ensure our process will provide the upmost return on investment over other methods of cleaning. Most importantly, this process is SAFE on all pressure parts and components of your HRSG. To ensure complete satisfaction, the PIC team will borescope inspect each module before and after cleaning to make sure all possible fouling is removed.

Deep Cleaning Procedure

In this procedure, our team of specialists will use deep cleaning alignment equipment that mainly includes an elongated alignment tool to create temporary access lanes between the tubes. The tool is configured to maximize the surface area that contacts the finned tubes, which in turn minimizes the amount of stress on any specific point on the finned tubes. As a result, when the wedge meets the finned tubes, the finned tubes will not be damaged. These tools are designed per site specific and are designed to create access two to three tubes past the middle point of the module. When cleaning from both sides of the module this allows for a four to six tube overlap ensuring all of the heating surface has been cleaned. In return this ensures the client optimal returns on investment.

After creating a temporary access lane between the HRSG tubes, sufficient space can be created between the tubes to insert specialized wands that allow all boiler tubes in the module to be cleaned. Once the access lane is created, a wand is used to blast ultra-high pressure compressed air and our PIC 56 blasting gun with dry ice to clean the tubes.

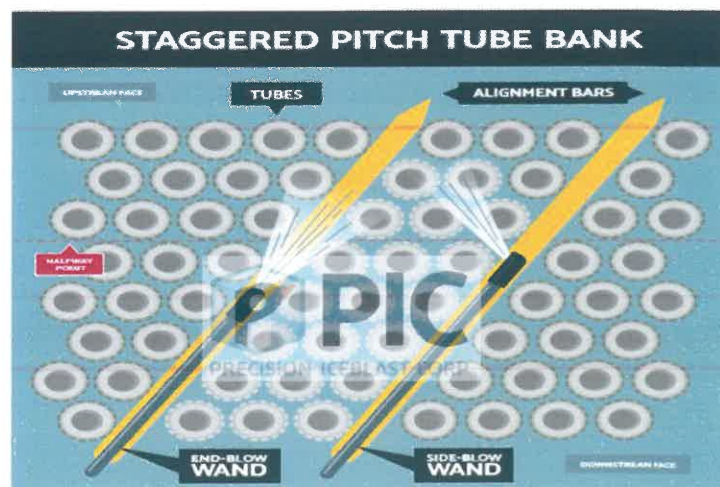


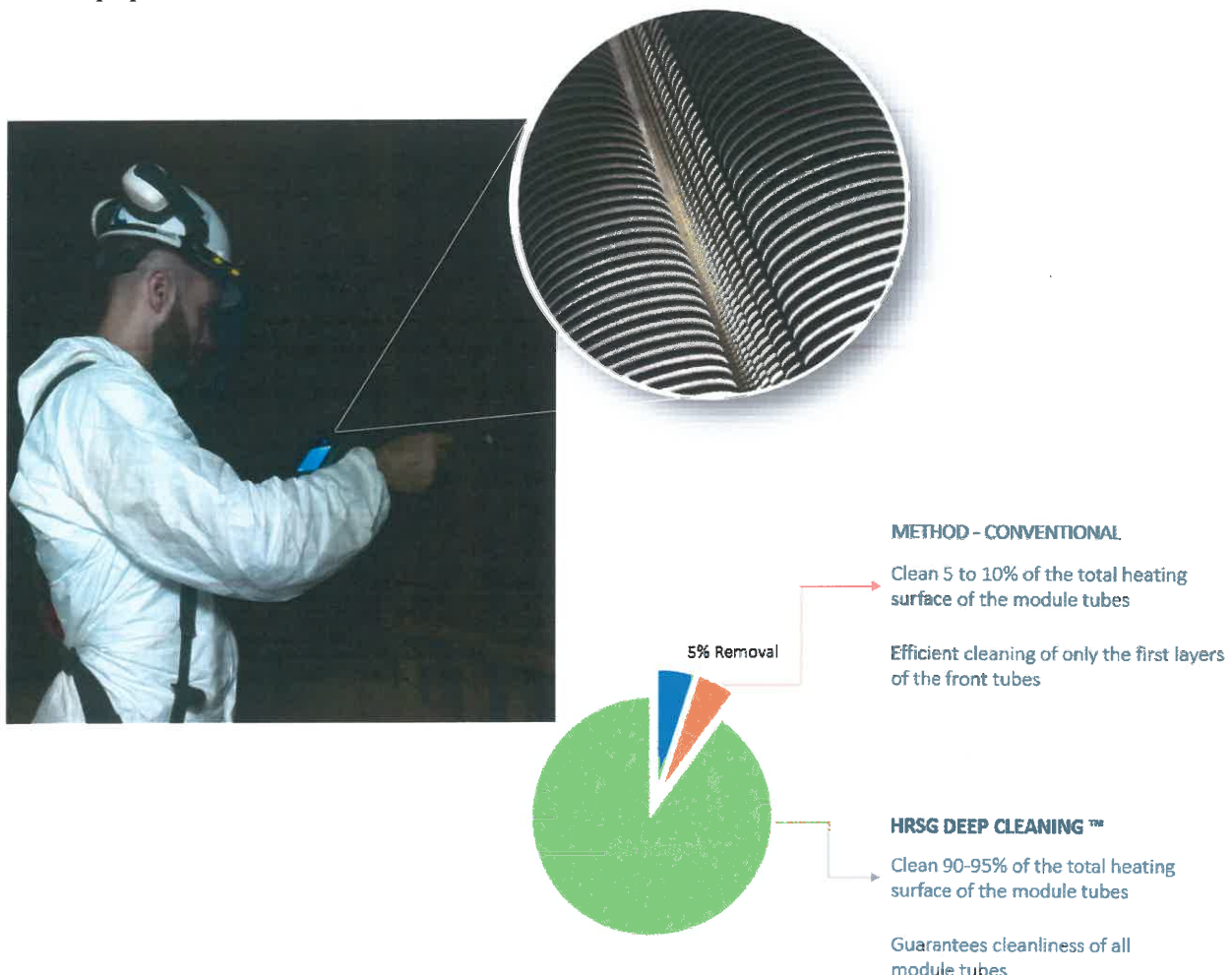
Fig. 1.6 Special wands with different blasting angle settings

Hard Deposits

For deposits that are difficult to remove, Precision Iceblast Corporation has developed its own biodegradable solution to help break down the deposits. This solution is lightly applied to the tubes with a low-pressure sprayer. After allowing the solution to break down the deposits (approximately 15 minutes), the tubes are then blasted with dry ice at ultra-high pressure to remove any loose material. This proprietary solution has been thoroughly tested and is highly effective and completely safe on all tubes. The solution is used on a very minimal basis and only used in units with extreme fouling issues. Most cleanings do not require the use of this solution. If all these processes still do not remove the fouling from the tubes, PIC will add crushed glass medium to the dry ice to create a process aggressive enough to remove the fouling.

Borescope Inspections

With every cleaning project, PIC provides a borescope inspection of each module being cleaned before cleaning, during cleaning and after cleaning is completed ensuring that each module is cleaned 100%. With the borescope inspection PIC will inspect each level at random spots ensuring the tube fouling has been removed ensuring the client the most optimal results possible. Once work is completed PIC will provide the client with all the before and after photos from each cleaning project in a final report which will include the borescope photos.



Blowdown Procedure

This procedure consists of performing a final blow down of the tube modules with ultra-high pressure compressed to eliminate the remaining fouling between the tubes, working the debris to the bottom floor of the boiler.

To perform the blowdown procedure, our team starts from the top of the module and blows out all the tube ties and areas of debris build. The blowdown procedure is performed with a wand or ball valve and controlled air.

The blowdown procedure is necessary for situations where the HRSG's tube modules are heavily deposited. Specifically, when there is a lot of fouling in the deep tubes.

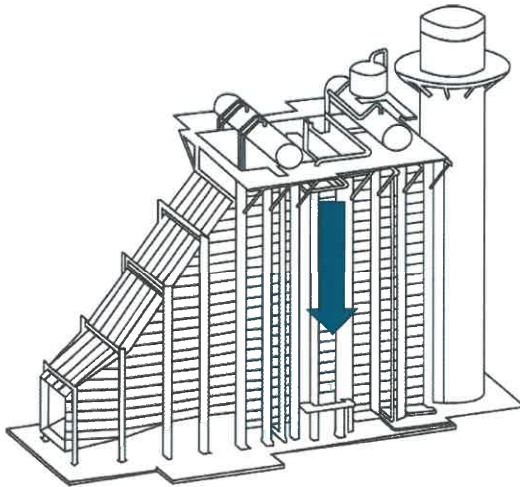


Fig. 1.9 Blowdown procedure for horizontal flue gas, top-down direction

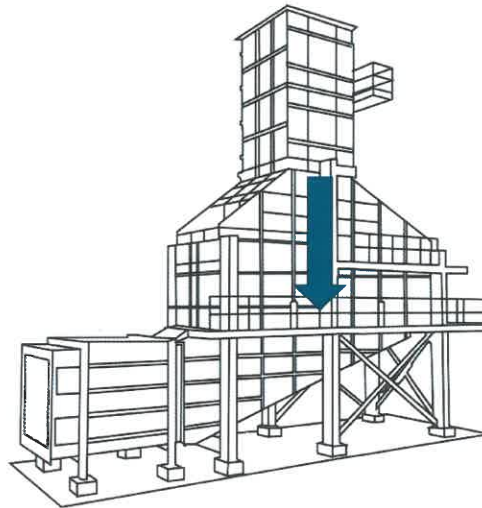


Fig. 2.0 Blowdown procedure for vertical flue gas, top-down direction

HRSG Final Cleaning Procedure

Upon completion of the cleaning, PIC's team of experts will use ultra-high pressure (350psi) compressed air to remove loose debris between HRSG tube modules. Blow down begins at the top of each module and all waste is directed to the bottom floor. The waste is removed from the boiler using buckets. After removing most of the debris, the PIC crew will blow out the bottom floor parts of the boiler. Vacuum cleaners are used to remove remaining debris and the process is repeated until all remaining debris is removed from the unit. After the final cleaning, scaffolding, or suspended equipment will be removed from the unit and then returned to HRSG in operating conditions for the plant.

6. COMPARISON OF CLEANING METHODS

Conventional Ice Blasting, Air lancing, Sand Blasting, and Chemical Cleaning

These type of cleaning methods mentioned above are performed at the access lane trying to clean in the inward direction of the tube module. These methods have been found to only clean the first one or two rows of tubes leaving most of the heating surfaces untouched with minimal, if any, efficiency results achieved. This type of process also has been found to cause tube failures due to buoyancy instability. This is caused by having a leading tube cleaned and performing to design and then feeding into a tube that is not cleaned and underperforming. Furthermore, these types of methods have been found to pack fouling into the middle of the module instead of removing the debris due to the nature of the process not being capable of cleaning past the first row of tubes.

Please see below photos for representation of cleanliness typically found with conventional cleaning methods. Figure 2.1 is before any type of cleaning methods performed showing heavy corrosion found in the tube module. Corrosion is one of the easiest types of fouling to remove due to the nature of being loosely adhered. Figure 2.2 is the results of conventional cleaning efforts. The first one to two rows of tubes were found to be cleaned, but no cleaning efforts were found beyond the second row of tubes. Also note the amount of debris that was pushed into the center of the module after conventional cleaning efforts.

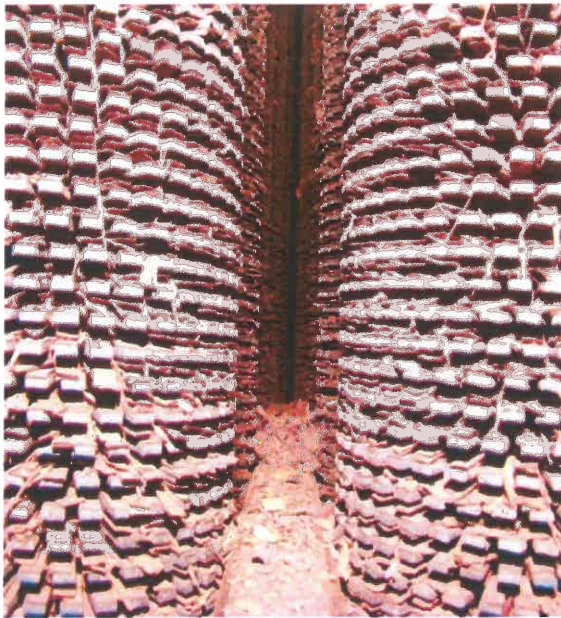


Figure 2.1 Before Cleaning Efforts

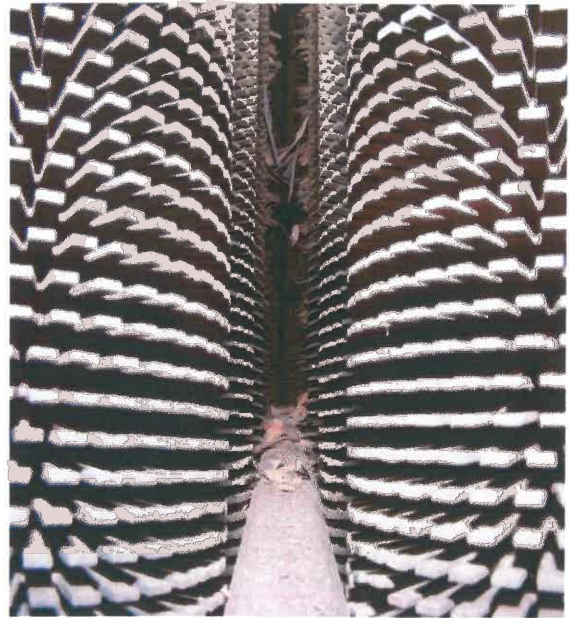


Figure 2.2 After Conventional Cleaning Methods

09-19-2022 Roseville Energy Park

Explosion Cleaning, Pulse Waves, Det Cord, Acoustic, and Kinetic Cleaning Efforts

These type of cleanings efforts, just like conventional cleaning efforts, are also performed in the access lane trying to clean the tube module with inward cleaning efforts. These methods have been found to clean up to the third or fourth row of tubes leaving the inner tube module uncleaned. These types of methods also do not allow for thorough inspections of the tube modules after cleaning due to not having scaffolding in the unit. The front leading row of tubes look clean, but physically inspecting the modules inner tubes for cleanliness is impossible during this cleaning. These types of methods have been found to cause damage to penetration seals, expansion joints, gas baffling, and other pressure part items.

Please see below photos for representation of cleanliness typically found with these types of cleaning methods. Figure 2.3 illustrates these type of cleaning methods showing the front leading row of tubes appearing to be clean. Figure 2.4 illustrates the inner tubes from these type of cleaning efforts. The first three to four rows of tubes are found to be cleaned, but borescope inspections found no cleaning found beyond the fourth row of tubes. This example again was corrosion, which is a very easy fouling to remove and the cleaning efforts were found to be less than acceptable. In this scenario, PIC was contracted to perform our Patented Deep Cleaning process to clean after explosion cleaning where an additional 20 tons of debris was removed and reduced the differential pressure by an additional 3.5 inches per each unit.

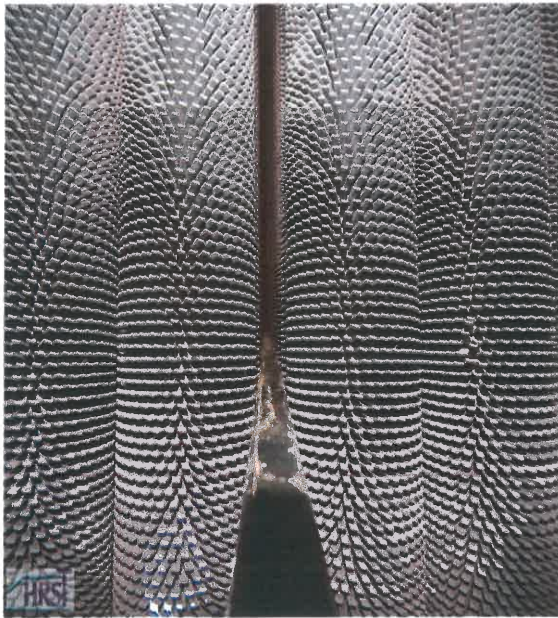


Figure 2.3 After Explosion Cleaning Front Row

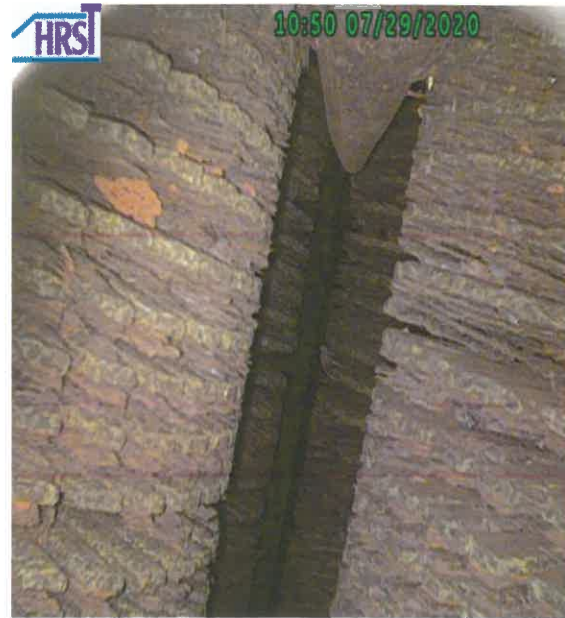


Figure 2.4 After Explosion Cleaning Fourth Row

09-19-2022 Roseville Energy Park

7. SCOPE OF RESOURCES AND RESPONSIBILITIES

ITEM	HUMAN RESOURCES AND RESOURCES	QTD	PIC	CLIENT
001	PIC - Blasters	02	X	-
002	PIC - Labor	02	X	-
003	PIC - Supervisor	01	X	-
004	Forklift (first and last day)	-	-	X.
005	PIC Set of Boxes	01	X	-
006	High Pressure Compressor (1150cfm/350psi)	01	X	-
007	Scaffolding material	12	X	-
008	HRST deep cleaning equipment	01	X	-
009	Dry ice	20,000 lbs	X	-
010	Off road fuel	3,600 gal	-	X
011	Dumpster for Debris Disposal / VAC Truck	02	-	X
ITEM	DELIVERABLE DOCUMENTS	QTD	PIC	CLIENT
BEFORE JOB				
001	Company documents / policy insurance	01	X	-
002	Crew documents	01	X	-
003	Equipment's documents / certificates	01	X	-
004	HSE documents / health emergency plan	01	X	-
AFTER JOB				
001	Work event report signed	01	X	-
002	Final project report	01	X	-
003	Provide boiler performance data (14 days before and after cleaning)	02	-	X

8. SCHEDULE (12 HOURS, PER SHIFT, 7AM TO 7PM)

EXECUTION PHASE Unit One	Day 1	Day 2	Day 3	Day 4	Day 5	Day 6	Day 7
SCAFFOLDING	Setup	Setup					
HRSG DEEP CLEANING			Module 6	Module 6	Module 5	Module 5	Module 4
DEBRIS REMOVAL							
DEMobilize OFF SITE							

EXECUTION PHASE Unit One / Unit Two	Day 8	Day 9	Day 10	Day 11	Day 12	Day 13	Day 14
SCAFFOLDING				Removal	Removal	Setup	Setup
HRSG DEEP CLEANING	Module 4	Module 3	Module 3				
DEBRIS REMOVAL				X	X		
DEMobilize OFF SITE							

EXECUTION PHASE Unit Two	Day 15	Day 16	Day 17	Day 18	Day 19	Day 20	Day 21
SCAFFOLDING							
HRSG DEEP CLEANING	Module 6	Module 6	Module 5	Module 5	Module 4	Module 4	Module 3
DEBRIS REMOVAL							
DEMobilize OFF SITE							

EXECUTION PHASE Unit One/ Unit Two	Day 22	Day 23	Day 24				
SCAFFOLDING		Removal	Removal				
HRSG DEEP CLEANING	Module 3						
DEBRIS REMOVAL		X	X				
DEMobilize OFF SITE			X				

Notes:

- This schedule includes the mobilization of equipment and crew of one team(s) of five employees per shift, to carry out the cleaning project of two HRSG units in twenty-four days on day shift. If preferred the client can add an additional team to work 24 hours a day for an additional cost to reduce the time to twelve days.

9. PROPOSAL VALUE

Cost For HRSG DEEP Cleaning Unit One:	\$ 159,890.00 USD
Cost for Scaffolding:	\$ 46,560.00 USD
Cost for HRSG DEEP Cleaning Unit Two:	\$ 159,890.00 USD
Cost for Scaffolding:	\$ 46,560.00 USD
Cost for Confined Space Rescue Team:	\$ 110,890.00 USD
Cost for Prevailing Wage if Needed:	\$ 99,980.00 USD
Additional Cost for 24/7 Coverage:	\$ 29,890.00 USD

\$ 623,770.

10. TERMS

Terms are 25% with Purchase Order, due 30 days prior to project start date. The remaining 75% will be due upon job completion, Net 15 days. A 2% penalty will occur after the initial 15 days of the due date of each invoice and then every 30 days thereafter. Extra costs will occur if Precision Iceblast Corporation's work is delayed as a result of the customer's actions or reasons beyond Precision Iceblast Corporation's control including but not limited to weather. If for any reason work is terminated early, Precision Iceblast Corporation will receive a mobilization charge plus be compensated for work that has already been performed and material costs for work that was not performed. A change order will need to be signed for any change from the original scope of work.

Extra costs will occur if Precision Iceblast Corporation's work is delayed as a result of the customer's actions or reasons beyond Precision Iceblast Corporation's control including but not limited to weather. If for any reason work is terminated early, Precision Iceblast Corporation will receive a mobilization charge plus be compensated for work that has already been performed and material costs for work that was not performed. A change order will need to be signed for any change from the original scope of work.

"This non-binding quote is provided for informational purposes only, and neither Customer nor PIC will have any obligation to the other (contractual or otherwise) with respect to the work described herein. If Customer and PIC wish to proceed, PIC will provide Customer a separate definitive written agreement to be signed by the parties that sets forth their respective rights and obligations."

Deadline to close the order.

We indicate that the order must be closed at least 90 days in advance so that we can guarantee the planning of the necessary resources

COMMERCIAL PROPOSAL

FOR:

City of Roseville

Roseville Energy Park

PROPOSAL PREPARED BY

09-19-2022

Jace R Finkenbine

Jace R. Finkenbine

Midwest/Northwest Combined Cycle Sales Manager



Jace Finkenbine

Midwest/Northwest Combined Cycle Sales
Manager

M: +1 660.473.3060

jfinkenbine@precision-iceblast.com

www.precision-iceblast.com





COUNCIL COMMUNICATION

CC #: 2482
File #: 0900-03

Title: Electric Landscape Improvements - Fiddymment Substation Project - Notice of Completion
Contact: Mitch Larkin 916-746-1601 mlarkin@roseville.ca.us

Meeting Date: 1/18/2023
Item #: 7.21.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council accept the Electric Landscape Improvements - Fiddymment Substation Project as complete and adopt a resolution authorizing the Electric Utility Director to file the attached Notice of Completion.

BACKGROUND

In 1997, Roseville Electric built the Fiddymment 230/60kV Substation, which is one of two substations used by Roseville Electric to deliver power from outside of the City to Roseville. When the substation was constructed, a minimal amount of landscaping was installed. Over the years, the landscaping has deteriorated and trash would collect in the seasonal vernal pool near the substation.

As part of this project, the City has worked with the California State Water Resources Control Board and the United States Army Corps of Engineers to remove and mitigate the vernal pool so it can be landscaped along with the rest of the frontage along Fiddymment Road. Additionally, Roseville Electric has performed a security evaluation on the Fiddymment Substation, which has identified the need for additional lighting that has been included in this project.

The Electric Department has conducted the final inspection of the Electric Landscape Improvements - Fiddymment Substation Project and has found that all contract work has been completed in accordance with the approved plans and specifications. This project is now ready for acceptance.

FISCAL IMPACT

The construction contract was awarded to Marina Landscape in the amount of \$566,000. City Council also approved a 15%, or \$84,900, contingency for a not-to-exceed total amount of \$650,900. There were a total of three negotiated change orders during construction, with a final contract value of \$607,662.77. Funding for this project was provided in the Electric Fund for

FY2020-21.

ENVIRONMENTAL REVIEW

The Electric Landscape Improvements - Fiddymment Substation project was subject to CEQA. CEQA compliance was accomplished with the preparation of the City of Roseville Electric Department 230-60-kV Fiddymment Substation Project Initial Study/Mitigated Negative Declaration (Adopted January 17, 1996) (SCH No. 1995012023). Because the Electric Landscape Improvements - Fiddymment Substation project is consistent with the project evaluated in the Roseville Electric Department 230-60-kV Fiddymment Substation Project Initial Study/Mitigated Negative Declaration, all applicable mitigation measures have been completed.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal E - Deliver exceptional city services

Respectfully Submitted,

Mitch Larkin, Sr. Power Engineer

Dan Beans, Electric Utility Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 23-013

Notice of Completion

Vicinity Map

RESOLUTION NO. 23-013

ACCEPTING THE PUBLIC WORK KNOWN AS THE ELECTRIC LANDSCAPE IMPROVEMENTS - FIDDYMENT SUBSTATION PROJECT, APPROVING THE “NOTICE OF COMPLETION”, AND AUTHORIZING THE ELECTRIC UTILITY 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 Electric Landscape Improvements - Fiddymment Substation Project, has been approved and the public work accepted.
2. The Electric Utility 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 _____, 2023, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

RECORDING REQUESTED BY AND WHEN
RECORDED MAIL TO:

CITY CLERK
CITY OF ROSEVILLE
311 VERNON STREET
ROSEVILLE, CA 95678

Exempt from recording fees
Pursuant to Gov't Code §27383

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN that the public work of improvement known as the _____ Project was completed and accepted by the City of Roseville on _____. The location is situated in the City of Roseville, County of Placer, State of California and is indicated on the attached map, marked as Exhibit "A" and incorporated herein by this reference. The real property herein described is owned by the City of Roseville, 311 Vernon Street, Roseville CA 95678.

The direct/general contractor on said project was _____.

The surety on said project was _____.

_____.

City of Roseville
Owner

ATTEST:

Carmen Avalos, City Clerk

State of California)
County of Placer)

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

City of Roseville

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

State of California)
County of Placer)

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

Place Notary Seal and/or Stamp Above

Signature of Notary Public



FIDDYMENT SUBSTATION



ENG.: M. LARKIN APPR.:
DR.: C. SHIRLEY

SCALE: NTS
DATE: 12/16/22

JOB NO. 500079

ACCOUNT NO.

DRAWING NO.
325C1-00

SUBSTATION
LOCATION PLAN
EXHIBIT A



COUNCIL COMMUNICATION

CC #: 2474
File #: 0600-07

Title: Executive Recruitment Services - Agreements
Contact: Linda Hampton 916-774-5215 lhampton@roseville.ca.us

Meeting Date: 1/18/2023
Item #: 7.22.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council approve agreements for recruitment services with William Avery & Associates, Inc., GVP Ventures, Inc. dba Bob Murray & Associates, Cooperative Personnel Services dba CPS HR Consulting, Gallagher Benefit Services, Inc., City Management Advisors LLC dba Peckham & McKenney, Raffetis Financial Consultants, Inc., Ralph Andersen & Associates, and WBCP, Inc. to conduct executive recruitments on behalf of the City of Roseville, and adopt resolutions authorizing the City Manager to execute said agreements.

BACKGROUND

With anticipated management vacancies and other hard to recruit for positions, the City solicited proposals for Executive Recruitment Services. The City selected eight executive recruiting firms to be used on an on-call basis should an executive recruiter be needed. Due to the broad range of management positions within the organization, the City chose executive recruiting firms who specialized in certain areas. The goal is to have a number of firms that might be able to assist the City depending on the vacancy at that time.

The City selected Executive Search Firms/Consultants that are well versed in the executive search & recruitment process. The City was particularly interested in executive search firms/consultants who could offer creative, innovative approaches within fiscal parameters, with a proven track record, to support the City in recruiting and hiring the best candidates available for high level executive and hard to recruit City positions.

FISCAL IMPACT

The total cost of each recruitment is not to exceed \$32,000. Services would be paid on an as-needed basis by the department filling the anticipated vacancy.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in

a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378. The proposed recruitment efforts meet the above criteria and are not subject to CEQA. No additional environmental review is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal E - Deliver exceptional city services

Respectfully Submitted,

Linda Hampton, Human Resources Manager

Stacey Peterson, Human Resources Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 23-002

Bob Murray & Associates PSA

Resolution 23-003

Peckham & McKenney PSA

Resolution 23-004

Ralph Anderson & Associates PSA

Resolution 23-005

William Avery & Associates PSA

Resolution 23-006

CPS Consulting PSA

Resolution 23-007

Koff & Associates/Gallagher

Resolution 23-008

WBCP PSA

Resolution 23-009

Raftelis PSA

RESOLUTION NO. 23-002

APPROVING AN AGREEMENT FOR RECRUITMENT SERVICES, BY AND BETWEEN
THE CITY OF ROSEVILLE AND GVP VENTURES, INC. DBA BOB MURRAY &
ASSOCIATES, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON
BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, an Agreement for Recruitment Services, by and between the City of
Roseville and GVP Ventures, Inc. dba Bob Murray & Associates, 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
_____, 2023, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

AGREEMENT FOR RECRUITMENT SERVICES

THIS AGREEMENT is made and entered into this ____ day of _____, 20__, by and between the City of Roseville, a municipal corporation (“CITY”), and the recruitment firm GVP Ventures, Inc. dba Bob Murray & Associates, a California corporation (“RECRUITER”); and

WITNESSETH:

WHEREAS, CITY from time to time is in need of executive recruitment and search firms to provide recruitment and search services and assistance to the Roseville Human Resources Department (“HR”); and

WHEREAS, RECRUITER is willing to provide such services on a per recruitment task-based basis; and

NOW, THEREFORE, the Parties agree as follows:

1. Scope of Services and Duties. CITY retains RECRUITER to provide recruitment and search services from time to time upon the request of HR to advise, assist, and search for candidates for CITY employment, as more fully described in EXHIBIT “A” attached hereto and incorporated herein by reference.
2. Specific Work Assignments. RECRUITER shall receive work assignments from HR on an as-needed basis. The work assignments shall generally be communicated by written notice from HR to RECRUITER. If a work assignment is communicated orally, RECRUITER shall provide a written confirmation to HR describing the work assignment. CITY reserves the right to unilaterally assign similar work to other recruitment firms, as it deems prudent, and the use of RECRUITER shall in no way be considered an exclusive agreement to provide or use similar services. CITY makes no specific guarantee of a minimum or maximum number of hours or amount of tasks, assignments, or services. The assignment of any work hereunder is expressly contingent upon the availability of funds.
3. Fees for Services. For services performed under this Agreement, CITY shall pay RECRUITER in accordance with the fee schedules and rates included in EXHIBIT “A” and that in no event, inclusive of any and all fees, costs, reimbursable expenses, or any other charge, shall any single assignment and recruitment exceed thirty-two thousand dollars (\$32,000).
4. Statements and Payments. RECRUITER shall provide invoices to the CITY for all fees and expenses. The invoice(s) shall be itemized to include the task completed and a description of the services performed. Invoices shall be considered due and payable upon receipt, and shall be overdue 30 days after receipt.
5. Term; Termination; Amendments. This Agreement shall be effective upon approval by the Roseville City Council and shall continue in effect for a period of five (5) years,

or until terminated by either Party. This Agreement may be terminated by CITY, with or without cause, at any time upon written notice. RECRUITER may terminate this Agreement only upon the consent of CITY or upon 60 days written notice. Upon termination, RECRUITER shall turn over all client files to CITY. There shall be no amendment or modification to this Agreement except by written agreement between the Parties.

6. Independent Contractor. RECRUITER, inclusive of its agents, officers, employees, volunteers, independent contractors, and subcontractors, shall act as an independent contractor, and covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of CITY by reason of this Agreement.

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

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

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

a. Form. RECRUITER 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. RECRUITER 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 RECRUITER. The additional insured coverage under the RECRUITER'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. RECRUITER 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. RECRUITER 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, RECRUITER shall require its subcontractors to agree to be bound to RECRUITER and CITY in the same manner and to the same extent as RECRUITER is bound to CITY under this Agreement. Additionally, RECRUITER 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. RECRUITER hereby agrees to waive subrogation which any insurer of RECRUITER may acquire from RECRUITER 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 RECRUITER, its employees, agents and subcontractors.

h. Liability/Remedies. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve RECRUITER 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.

8. Indemnification. To the fullest extent allowed by law, RECRUITER 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 RECRUITER'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.

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

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

9. Notice. All notices, invoices, reports or other communication required by this Agreement shall be properly given if delivered in person, or sent by first class mail, facsimile, or overnight delivery to the following addresses:

CITY:

Human Resources Department
311 Vernon Street
Roseville, CA 95678

RECRUITER

Valerie Gaeta Phillips, President
1544 Eureka Road, Suite 280
Roseville, CA 95661

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

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

RECRUITER 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. 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.

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

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

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

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

16. Copyright, Ownership and Use of Materials. All tangible 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, RECRUITER hereby assigns to CITY all right, title, and interest, including but not limited to all copyrights, in all Material created by RECRUITER 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 RECRUITER is, and shall remain, the property of CITY.

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

17. Records. RECRUITER 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, RECRUITER 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 RECRUITER'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. RECRUITER shall include the provisions in its contracts with all subcontractors.

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

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

20. 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.

21. Integrated Agreement. This is an integrated Agreement and contains all of the terms, considerations, understandings and promises of the Parties. It shall be read as 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 RECRUITER has caused this Agreement to be executed.

CITY OF ROSEVILLE, a
municipal corporation

GVP VENTURES, INC. dba BOB
MURRAY & ASSOCIATES, a California
corporation

BY: _____
DOMINICK CASEY
City Manager

BY: Valerie Dasta Phillips
its: President

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

ATTEST:

and

BY: _____
CARMEN AVALOS
City Clerk

BY:  _____
its: Secretary

APPROVED AS TO FORM:

BY: _____
MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUBSTANCE:

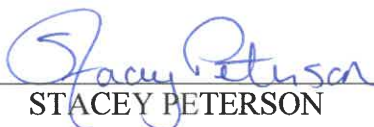
BY:  _____
STACEY PETERSON
Human Resources Director

EXHIBIT “A”

August 30, 2022

CITY OF ROSEVILLE
ATTN: CITY CLERK DEPARTMENT
311 VERNON STREET
ROSEVILLE, CA 95678

To Whom It May Concern:

Thank you for inviting Bob Murray & Associates to submit a proposal to conduct on-call executive recruitment services on behalf of the City of Roseville. The following proposal details our qualifications and describes our process of identifying, recruiting, and screening outstanding candidates on your behalf. It also includes a proposed budget, timeline, guarantee, and sample recruitment brochure.

At Bob Murray & Associates, we pride ourselves on providing quality service to local governments, non-profit agencies, and private firms. Our recruitment process helps you to determine the direction of the search and the types of candidates you seek while capitalizing on our decades of experience and vast network of contacts to reach those candidates. Our expertise ensures that the candidates we present to the City of Roseville will match the criteria you have established, be a positive placement for your organization, and be outstanding in their field.

Your Project Leads would be Gary Phillips and Valerie Gaeta Phillips, who would not only direct and supervise the project team from beginning to end but also serve as the lead Recruiters. Mr. Phillips and Ms. Gaeta Phillips will perform all recruiter services and adhere to requirements described in RFP #11-015.

To learn first-hand of the quality of our service and our recruitment successes, we invite you to contact the references listed under the Experience and References section of the proposal.

We look forward to your favorable consideration of our qualifications. Please do not hesitate to contact us by phone at (916) 784-9080 or email valeriep@bobmurrayassoc.com, should you have any questions.

Sincerely,

Valerie Gaeta Phillips

Valerie Gaeta Phillips
President, Bob Murray & Associates

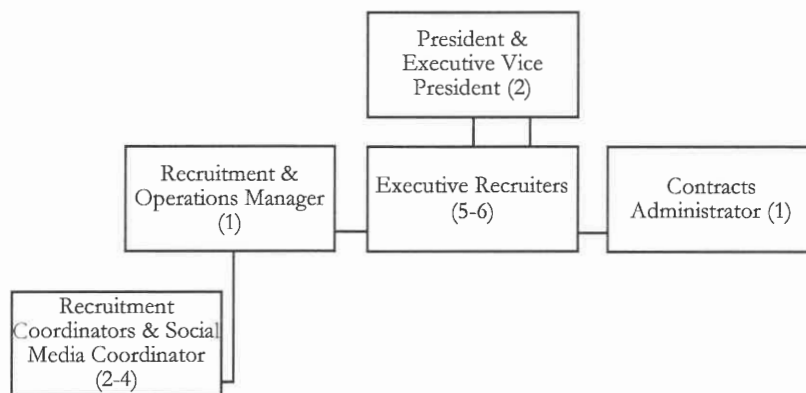
OUR FIRM'S QUALIFICATIONS

Bob Murray & Associates has a national reputation for conducting quality searches that result in the placement of candidates ideally suited to our clients' needs and the organizational culture. We have extensive experience working with counties, municipalities, special districts, and other organizations in the western half of the United States conducting recruitments for administration, building, development, engineering, human resources, legal, library, finance, fire, parks and recreation, planning, police, public affairs, public works, redevelopment, technology, and transportation professionals. We pride ourselves on providing quality service to local governments.

Bob Murray & Associates was founded in May 2000 and operated under the corporation MBN Services, Inc. until June 2014; our current corporation name is GVP Ventures, Inc. (dba Bob Murray & Associates). There were no personnel changes as a result of this change in corporation.

We are a woman and minority owned firm with a Small Business (Micro) Certification from the State of California. We are headquartered in Roseville and comprised of thirteen (13) team members that include Bob Murray, Founder; Valerie Gaeta-Phillips, President; Gary Phillips, Executive Vice President; Regan Williams, Senior Vice President; Joel Bryden, Vice President; Yasmin Beers, Carmen Valdez, Adele Fresé, and Nina Jamsen, Senior Executive Recruiters; Alex Kopack, Recruitment and Operations Manager; Christopher Harris and Kathy Lolas, Senior Recruitment Coordinators; and Gini Herndon, Contracts Administrator/Accounting. We are known throughout the industry, by clients and candidates alike, as the leading firm in terms of customer service. We pride ourselves on our responsiveness to clients and candidates and assure the City that you will receive the highest caliber of service from every member of our team.

ORGANIZATIONAL CHART



PROJECT UNDERSTANDING

We understand the challenges of recruiting and hiring the best candidates available for a broad range of high-level executive and hard to recruit City positions.

We have created a recruitment process that combines our ability to help you to determine the direction of the search and the types of candidates you seek with our experience recruiting outstanding candidates who are not necessarily looking for a job. Our proven expertise ensures that the candidates we present for your consideration will match the criteria you have established and will be outstanding in their field.

A significant portion of our process focuses on conducting thorough and confidential background investigations of the top 2-3 candidates to ensure that nothing about them is left undiscovered. We have candid discussions with references who have insight into the candidate's experience, style, and ethics; conduct a search of newspaper articles; and run credit, criminal and civil records reports. This ensures that the chosen candidate will not only be an excellent fit with the City of Roseville, but also that the selected candidate will reflect positively upon your organization.

When deemed necessary or appropriate, we will work with the Council and/or City staff to design a recruitment that is inclusive of stakeholders. We assist our clients to involve staff, community members and leaders, local organizations, and other individuals or groups, as appropriate, from the very beginning of the recruitment. In the past, we have held "Town Hall" meetings, helped our clients to design and distribute community surveys, and/or held individual meetings with specific individuals to provide the hiring authority with feedback regarding what is desired in the ideal candidate. Additionally, we have designed interview processes that allowed for stakeholder involvement while ensuring that the final hiring decision rested with the hiring authority. Such processes have included multiple interview panels, "Meet-and-Greet" or "Q&A" events, assessment centers, and the like. Each interview process is uniquely designed for our clients' needs, and our recruiter is always on-site for interview days to help facilitate the interview process.

THE RECRUITMENT PROCESS/PROJECT PLAN

Bob Murray & Associates' unique and client-oriented approach to executive search will ensure that the City of Roseville has quality candidates from which to select its high-level executive and hard to recruit City positions. Outlined below are the key steps in our recruitment process.

STEP 1 DEVELOPING THE CANDIDATE PROFILE

Our understanding of the City of Roseville's needs will be key to a successful search. We will work with the City Manager, and other stakeholders identified by the City, to learn as much as possible about the organization's expectations for each recruitment. We want to learn the values and culture of the organization, as well as understand the current issues, challenges and opportunities that face the City of Roseville. We also want to know the City's expectations regarding the knowledge, skills and abilities sought in the ideal candidate and will work with the City to identify expectations regarding education and experience. Additionally, we want to discuss expectations regarding compensation and other items necessary to complete the successful appointment of the ideal candidate. The profile we develop together at this stage will drive subsequent recruitment efforts.

STEP 2 ADVERTISING CAMPAIGN AND RECRUITMENT BROCHURE

After gaining an understanding of the City of Roseville's needs, we will design an effective advertising campaign appropriate for the recruitment. We will focus on professional journals that are specifically suited to the search. We will also develop a professional recruitment brochure on the City's behalf that will discuss the community, organization, position and compensation in detail. Once completed, we will mail the profile to an extensive audience, making them aware of the exciting opportunity with the City of Roseville.

Mr. Phillips and Ms. Gaeta Phillips will seek to reach candidates in communities and organizations with demographic profiles and populations served like that of the City of Roseville, to maximize the potential for individuals from a wide variety of backgrounds, cultures, physical abilities, life experiences, and gender to be considered for the Executive Recruiting Services position.

STEP 3 RECRUITING CANDIDATES

After cross-referencing the profile of the ideal candidate with our database and contacts in the field, we will conduct an aggressive outreach effort, including making personal calls to prospective applicants, designed to identify and recruit outstanding candidates. We recognize that the best candidate is often not looking for a new job and this is the person we actively seek to convince to become a candidate. Aggressively marketing the position to prospective candidates will be essential to the success of the search.

STEP 4 SCREENING CANDIDATES

Following the closing date for the recruitment, we will screen the resumes we have received. We will use the criteria established in our initial meetings as a basis upon which to narrow the field of candidates.

STEP 5 PERSONAL INTERVIEWS

We will conduct personal interviews with the top 10 to 12 candidates with the goal of determining which candidates have the greatest potential to succeed in your organization. During the interviews, we will explore each candidate's background and experience as it relates to the position. In addition, we will discuss the candidate's motivation for applying for the position and make an assessment of his/her knowledge, skills and abilities. We will devote specific attention to establishing the likelihood of the candidate's acceptance of the position if an offer of employment is made.

STEP 6 PUBLIC RECORD SEARCH

Following the interviews, we will conduct a review of published articles for each recommended candidate. Various sources will be consulted including Lexis-Nexis™, a newspaper/magazine search engine, Google, and social media. This alerts us to any further detailed inquiries we may need to make at this time.

STEP 7 RECOMMENDATION

Based on the information gathered through meetings with your organization and personal interviews with candidates, we will recommend a limited number of candidates for your further consideration. We will prepare a detailed written report on each candidate that focuses on the results of our interviews and public record searches. We will make specific recommendations, but the final determination of those to be considered will be up to you.

STEP 8 FINAL INTERVIEWS

Our years of experience will be invaluable as we help you develop an interview process that objectively assesses the qualifications of each candidate. We will adopt an approach that fits your needs, whether it is a traditional interview, multiple interview panel or assessment center process. We will provide you with suggested interview questions and rating forms and will be present at the interview/assessment center to facilitate the process. Our expertise lies in facilitating the discussion that can bring about a consensus regarding the final candidates.

We will work closely with your staff to coordinate and schedule interviews and candidate travel. Our goal is to ensure that each candidate has a very positive experience, as the manner in which the entire process is conducted will have an effect on the candidates' perception of your organization.

STEP 9 BACKGROUND CHECKS/DETAILED REFERENCE CHECKS

Based on final interviews we will conduct credit, criminal, civil litigation and motor vehicle record checks for the top one to three candidates. In addition, those candidates will be the subjects of detailed, confidential reference checks. In order to gain an accurate and honest appraisal of the candidates' strengths and weaknesses, we will talk candidly with people who have direct knowledge of their work and management style. We will ask candidates to forward the names of their supervisors, subordinates and peers for the past several years. Additionally, we make a point of speaking confidentially to individuals who we know have insight into a candidate's abilities, but who may not be on their preferred list of contacts. At this stage in the recruitment we will also verify candidates' degrees.

STEP 10 NEGOTIATIONS

We recognize the critical importance of successful negotiations and can serve as your representative during this process. We know what other organizations have done to put deals together with great candidates and will be available to advise you regarding current approaches to difficult issues such as housing and relocation. We will represent your interests and advise you regarding salary, benefits and employment agreements with the goal of putting together a deal that results in the appointment of your chosen candidate. Most often we can turn a very difficult aspect of the recruitment into one that is viewed positively by both you and the candidate.

STEP 11 COMPLETE ADMINISTRATIVE ASSISTANCE

Throughout the recruitment, we will provide the City Manager, and other stakeholders identified by the City, with updates on the status of the search. We will also take care of all administrative details on your behalf. Candidates will receive personal letters advising them of their status at each critical point in the recruitment. In addition, we will respond to inquiries about the status of their candidacy within twenty-four hours. Every administrative detail will receive our attention. Often, candidates judge our clients based on how well these details are handled.

TIMING

We are prepared to start work on this assignment immediately and anticipate that we will be prepared to make our recommendation regarding finalists within seventy-five to ninety days from the start of the search.

Task:

Week:

Contract Start Date:	TBD
Initial Meeting(s):	1 week from contract start date
Our firm develops recruitment brochure:	2 weeks from contract start date
City approves brochure:	4 weeks from contract start date
Job advertising and candidate sourcing:	8 weeks from contract start date
Our firm reviews application packets:	9 weeks from contract start date
Our firm conducts screening process:	10 weeks from contract start date
City approves candidates:	12 weeks from contract start date
City's interview panel convenes:	13 weeks from contract start date
Reference/Background Checks:	14 weeks from contract start date
Second Interviews by City, if necessary:	15 weeks from contract start date
Offer of Employment:	16 weeks from contract start date

COST PROPOSAL AND GUARANTEE

PROFESSIONAL FEE AND EXPENSES

The consulting fee for conducting on-call executive recruitment services on behalf of the City of Roseville is \$19,000 per recruitment, plus expenses. Services provided for in the fee consist of all steps outlined in this proposal including three (3) days of meetings on site. The City of Roseville will be responsible for reimbursing expenses Bob Murray & Associates incurs on your behalf. We estimate expenses for each project to be \$5,000. Reimbursable expenses include such items as the cost of recruiter travel; clerical support; brochure development; placement of ads; credit, criminal and civil background checks; education verification; and public records searches. Postage, printing, photocopying, and telephone charges are allocated costs and are included in the expense estimate.

We understand that you are seeking the estimated number of hours that we would require to provide our service, the billing rates of persons that will provide said services, and any other estimated additional costs; however, Bob Murray & Associates does not bill based on the number of hours. Our recruiters do not spend a minimum or maximum number of hours on each section of the recruitment process. Instead, they spend the amount of time necessary to exceed the expectations of our clients. The most hours are typically spent on candidate outreach, as this ensures a successful recruitment more than any other aspect of the recruitment process. Developing the candidate profile, as well as the initial interview process and reference checking/newspaper searches, are other areas where significant time is spent.

COSTS BY TASK

- a. Develop the Candidate Profile \$3,000
- b. Develop Advertising Campaign and Recruitment Brochure \$1,000
- c. Recruit Candidates \$4,500
- d. Screen Candidates \$1,000
- e. Conduct Personal Interviews \$4,000
- f. Conduct Public Record Search \$500
- g. Provide Recommendation \$2,000
- h. Assist with Final Interviews \$2,000
- i. Conduct Detailed Reference Checks \$1,000

GUARANTEE

We guarantee that should a recommended candidate selected for the position be terminated within the first year of employment we will conduct the search again at no cost (with the exception of expenses) to the City of Roseville. We are confident in our ability to recruit outstanding candidates and do not expect the City of Roseville to find it necessary to exercise this provision of our proposal.

RESOLUTION NO. 23-003

APPROVING AN AGREEMENT FOR RECRUITMENT SERVICES, BY AND BETWEEN
THE CITY OF ROSEVILLE AND CITY MANAGEMENT ADVISORS LLC DBA
PECKHAM & MCKENNEY EXECUTIVE SEARCH, AND AUTHORIZING THE CITY
MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, an Agreement for Recruitment Services, by and between the City of
Roseville and City Management Advisors LLC dba Peckham & McKenney Executive Search,
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
_____, 2023, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

AGREEMENT FOR RECRUITMENT SERVICES

THIS AGREEMENT is made and entered into this ____ day of _____, 20__, by and between the City of Roseville, a municipal corporation (“CITY”), and the recruitment firm City Management Advisors LLC dba Peckham & McKenney Executive Search, a California limited liability company (“RECRUITER”); and

WITNESSETH:

WHEREAS, CITY from time to time is in need of executive recruitment and search firms to provide recruitment and search services and assistance to the Roseville Human Resources Department (“HR”); and

WHEREAS, RECRUITER is willing to provide such services on a per recruitment task-based basis; and

NOW, THEREFORE, the Parties agree as follows:

1. Scope of Services and Duties. CITY retains RECRUITER to provide recruitment and search services from time to time upon the request of HR to advise, assist, and search for candidates for CITY employment, as more fully described in EXHIBIT “A” attached hereto and incorporated herein by reference.

2. Specific Work Assignments. RECRUITER shall receive work assignments from HR on an as-needed basis. The work assignments shall generally be communicated by written notice from HR to RECRUITER. If a work assignment is communicated orally, RECRUITER shall provide a written confirmation to HR describing the work assignment. CITY reserves the right to unilaterally assign similar work to other recruitment firms, as it deems prudent, and the use of RECRUITER shall in no way be considered an exclusive agreement to provide or use similar services. CITY makes no specific guarantee of a minimum or maximum number of hours or amount of tasks, assignments, or services. The assignment of any work hereunder is expressly contingent upon the availability of funds.

3. Fees for Services. For services performed under this Agreement, CITY shall pay RECRUITER in accordance with the fee schedules and rates included in EXHIBIT “A” and that in no event, inclusive of any and all fees, costs, reimbursable expenses, or any other charge, shall any single assignment and recruitment exceed thirty-two thousand dollars (\$32,000).

4. Statements and Payments. RECRUITER shall provide invoices to the CITY for all fees and expenses. The invoice(s) shall be itemized to include the task completed and a description of the services performed. Invoices shall be considered due and payable upon receipt, and shall be overdue 30 days after receipt.

5. Term; Termination; Amendments. This Agreement shall be effective upon approval by the Roseville City Council and shall continue in effect for a period of five (5) years,

or until terminated by either Party. This Agreement may be terminated by CITY, with or without cause, at any time upon written notice. RECRUITER may terminate this Agreement only upon the consent of CITY or upon 60 days written notice. Upon termination, RECRUITER shall turn over all client files to CITY. There shall be no amendment or modification to this Agreement except by written agreement between the Parties.

6. Independent Contractor. RECRUITER, inclusive of its agents, officers, employees, volunteers, independent contractors, and subcontractors, shall act as an independent contractor, and covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of CITY by reason of this Agreement.

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

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

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

a. Form. RECRUITER 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. RECRUITER 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 RECRUITER. The additional insured coverage under the RECRUITER'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. RECRUITER 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. RECRUITER 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, RECRUITER shall require its subcontractors to agree to be bound to RECRUITER and CITY in the same manner and to the same extent as RECRUITER is bound to CITY under this Agreement. Additionally, RECRUITER 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. RECRUITER hereby agrees to waive subrogation which any insurer of RECRUITER may acquire from RECRUITER 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 RECRUITER, its employees, agents and subcontractors.

h. Liability/Remedies. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve RECRUITER 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.

8. Indemnification. To the fullest extent allowed by law, RECRUITER 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 RECRUITER'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.

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

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

9. Notice. All notices, invoices, reports or other communication required by this Agreement shall be properly given if delivered in person, or sent by first class mail, facsimile, or overnight delivery to the following addresses:

CITY:

Human Resources Department
311 Vernon Street
Roseville, CA 95678

RECRUITER

Anton Dahlerbruch, Managing Member
300 Harding Boulevard, Suite 203D
Roseville, CA 95678

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

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

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

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

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

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

16. Copyright, Ownership and Use of Materials. All tangible 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, RECRUITER hereby assigns to CITY all right, title, and interest, including but not limited to all copyrights, in all Material created by RECRUITER 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 RECRUITER is, and shall remain, the property of CITY.

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

17. Records. RECRUITER 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, RECRUITER 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 RECRUITER'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. RECRUITER shall include the provisions in its contracts with all subcontractors.

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

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

20. 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.

21. Integrated Agreement. This is an integrated Agreement and contains all of the terms, considerations, understandings and promises of the Parties. It shall be read as 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 RECRUITER has caused this Agreement to be executed.

[SIGNATURES ON FOLLOWING PAGE]

CITY OF ROSEVILLE, a
municipal corporation

CITY MANAGEMENT ADVISORS
LLC dba PECKHAM & MCKENNEY
EXECUTIVE SEARCH, a California
limited liability company

BY: _____
DOMINICK CASEY
City Manager

BY: _____
its: Managing Partner

ATTEST:

and

BY: _____
CARMEN AVALOS
City Clerk

BY: _____
its: _____

APPROVED AS TO FORM:

BY: _____
MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUBSTANCE:

BY: Stacey Peterson
STACEY PETERSON
Human Resources Director

EXHIBIT “A”



August 31, 2022

Ms. Linda Hampton
Human Resources Manager
City of Roseville
311 Vernon Street
Roseville, CA 95678

Via PDF/Email To: cityclerkroseville@roseville.ca.us

RE: RFP#11-105 On-Call Executive Search Firms/Recruitment Consultants

Dear Ms. Hampton,

Thank you for considering Peckham & McKenney for Department Head, Assistant Department Head and other management position recruitments.

Peckham & McKenney, based in the City of Roseville, has successfully conducted numerous recruitments throughout California and western states. As a team of retired local government professionals, we are uniquely familiar with public sector positions, city services, the outreach necessary to attract excellent, long-term candidates, and the expectations for a successful search.

Attached is a detailed proposal in response to the City's RFP. Accordingly, we are excited for the opportunity to implement the processes that leads to the placement of candidates that "fit" the City's needs. As described in our attached proposal, Peckham & McKenney will perform the services described in the RFP #11-105, including the addenda.

We would be pleased to participate in an interview and/or call, or feel free to email us if there are any questions.

Sincerely,

A handwritten signature in blue ink that reads 'Tony'.

Anton "Tony" Dahlerbruch
Executive Recruiter
Tony@PeckhamAndMcKenney.com
866.912.1919 (office), 567.1554 (cell)

Enclosure:

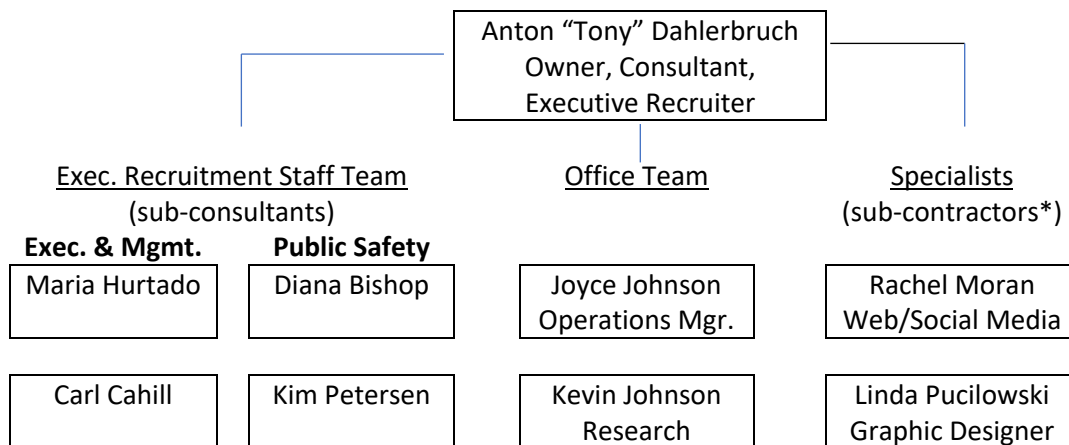
City of Roseville Recruitment Proposal
Two example Candidate Profiles (per Tab D "Recruitment Understanding" see pages 30-37)
Sacramento County Deputy County Executive Public Safety & Justice
City of Hayward Assistant City Manager

TAB A
PECKHAM & MCKENNEY EXECUTIVE SEARCH QUALIFICATIONS

Peckham & McKenney - Peckham & McKenney provides executive search services to local government agencies throughout the western United States and is headquartered in Roseville, California. Under the leadership of Anton “Tony” Dahlerbruch, continuing the values and principles as founded by Bobbi Peckham and Phil McKenney in June 2004, Peckham and McKenney has a strong and well-recognized reputation as a leader of successful local government recruitments. The team of Peckham & McKenney executive recruiters, based in northern and southern California, brings numerous decades of experience in local government and executive search to achieving effective placements that align with agency’s unique needs and interests. We are supported by administrative and research specialists, marketing and design professionals, a web technician, and distribution staff.

Since 2004, Peckham & McKenney has conducted more than 650 executive level recruitments in the states of Arizona, California, Colorado, Idaho, Nevada, New Mexico, Oregon, Utah, Washington, and Wyoming. On behalf of elected Councils, City Managers and Department Heads throughout the West, we have successfully placed hundreds of local government professionals including City and County Managers and Assistants, Police and Fire Chiefs, Department Heads, and mid-level Managers. In addition, Peckham & McKenney has placed hundreds of executives and organizational leaders in the areas of information technology, public safety (police and fire), community development and planning, economic development, public works and engineering, finance, human resources, city clerk, library services, parks and recreation, and community services.

Peckham & McKenney was established and performs on the premise that an executive search and consulting firm must be dedicated to providing its clients and candidates with professional service, responsive service, and a personal, hands-on approach. Our business philosophy centers upon the understanding that this is a “people” related industry and that attention to others’ needs are the key to providing effective customer service.



* In addition, Sterling Talent Solutions (www.sterlingtalentsolutions.ca) is utilized for executive and management background checks.

Bobbi (Peckham) McKenney and Phil McKenney additionally provide counsel.

Our Reputation - Peckham & McKenney is one of the most trusted and respected executive recruitment firms in the country. Time and again, we receive unsolicited compliments from clients and candidates relating to our integrity and high ethics, follow-through, and service. Not only are we committed to providing our clients with well-qualified candidates, but we also take pride in treating both our clients and candidates with utmost respect. This commitment has led to multi-year retainer agreements with a number of agencies, as well as numerous client and candidate testimonials about their experiences with us, which you can find on our website at www.PeckhamAndMcKenney.com.

“All about fit” - We recognize that every agency and community we serve is unique, and the candidate you ultimately select must “fit.” We take the time to become familiar with your community, organizational culture, and issues and challenges in order to identify and recruit the best candidates for your consideration. Nearly 89% of our placements stay in those positions for over five years, which is a testament to their “fit.”

Diversity Statement - Peckham & McKenney is committed to diversity in its broadest possible definition in every aspect of each executive recruitment our firm provides. Peckham & McKenney does not discriminate on the basis of race, color, religion, creed, sex/gender, national origin/ancestry, disability, pregnancy, sexual orientation (including transgender status), marriage or family status, military status, or age. We are fully compliant with all applicable federal and state employment laws and regulations in all of our recruitments.

Our average for female and minority placements is approximately 53%. Of that average, 37% of our placements are female. Firm founder Bobbi Peckham has a 30 year legacy as a champion of women seeking executive leadership positions within local government, succeeding in the field and promoting women as few others have. The Peckham & McKenney team continues to go to great lengths to support women, people of color, and all diversity in the management profession and in the recruitment and hiring processes.

In addition to all other outreach methods, our firm utilizes the National Diversity Network, which ensures placement of your opportunity with the following online platforms.

- African American Job Network
- Asian Job Network
- Disability Job Network
- Latino Job Network
- LGBT Job Network
- Retirement Job Network
- Veteran Job Network
- Women’s Job Network

Ethics Time and again, we receive unsolicited comments from clients and candidates relating to our integrity and high ethics.

- First, we believe in honesty. No client should ever appoint an individual without being fully knowledgeable of the candidate's complete background and history. Conversely, no candidate should ever enter into a new career opportunity without full disclosure of any organizational "issues."
- We strive to keep everyone involved in a recruitment process informed of the status. Not only do we provide regular updates to our clients, but we also have a reputation for keeping our candidates posted.
- As recruitment professionals, we do not recruit our placements -- *ever*. Should a placement of ours have an interest in a position for which we are recruiting, they may choose to apply. However, if they become a finalist, we ask that they speak to their supervisor to alert them of their intent.
- During an active engagement, we do not recruit staff from our client agencies for another recruitment. Nor do we "parallel process" a candidate, thereby pitting one client against another for the same candidate.
- We are retained only by client agencies and not by our candidates. While we have a reputation for being actively involved in the profession and providing training, workshops, and general advice to candidates, we represent only our clients. In addition, we *always* represent and speak of our clients in a positive manner; during the recruitment engagement as well as years after.

TAB D
RECRUITMENT UNDERSTANDING¹
THE SEARCH PROCESS

A standard search process for each recruitment takes 12- to 14-weeks. While we will customize the search and project schedule to fit the specific interests and needs of the City of Roseville, the search process by Peckham & McKenney typically includes the following steps:

Project Organization – Prior to beginning the recruitment, necessary documentation (insurance, business license, etc.) will be processed. We ask that the City identify a single point of contact that will serve as our liaison throughout the recruitment, providing necessary information to us, responding to our questions, and receiving and distributing all correspondence. A single point of contact will ensure timely and clear communication throughout the process.

We will request a conference call with the City Manager, hiring authority, and/or the appropriate City staff person(s) to discuss the process, listen to specific desires and expectations, and respond to any questions or concerns. We will discuss expected parameters of the search, the search timeline, and schedule future meeting dates. During this phase of the process, we will also discuss and determine with the City Manager or designee the extent of involvement of other individuals in the search process, reference and background checks of candidates, and the finalist interview process. Furthermore, during this phase, we will request compensation and benefits, organization charts, budget data, and high-resolution photos to be used in an attractive brochure to market the opportunity.

Your recruiter will provide recommendations on best practices as well as various other considerations. Please note that decisions on the extent of involvement of others as well as additional components to the finalist interview process such as preliminary reference checks can impact the search, search timeline, and potentially the cost of the recruitment process.

Development of Candidate Profile (virtual meeting #1) – This step provides for the development of the Candidate Profile(s) that will serve as a guide in the identification of potential candidates, outreach and recruitment efforts, screening and selection for the position. The Candidate Profile includes information relating to the City of Roseville; current and future issues and opportunities; expectations, goals, and objectives leading to the success of the new hire; and the background and experience, leadership style, skills and abilities, and personality traits of the ideal candidate. While the Candidate Profile is definitely and specifically tailored to each specific position, there will be basic, general city information that is included in every

¹ Please see the two Candidate Profiles (Sacramento County Deputy County Executive Public Safety & Justice and City of Hayward Assistant City Manager, attached to this Proposal, as examples of executive recruitments Peckham & McKenney has performed in the past.

Candidate Profiles; with concurrent or sequential recruitments, there will be economies of scale that may provide the City with fee reductions.

Your recruiter will develop the Candidate Profile following individual conversations with the City Manager, hiring authority, City's leadership and department team, and other individuals identified in the initial conference call (see Project Organization above).

The Candidate Profile will be provided to our point of contact for review. We ask that all revisions and corrections be provided to us in a timely manner in order to maintain the agreed-upon search timeline. Our marketing and design professional will then prepare an attractive marketing brochure incorporating the Candidate Profile. Upon completing the Candidate Profile, the brochure will be widely distributed, posted on the Peckham & McKenney website, and provided to the City for posting. Advertisements will be placed in the appropriate industry publications and/or websites, and our firm will assume responsibility for presenting your opportunity in an accurate and professional manner. Social media, including LinkedIn and other platforms, will be used as appropriate.

Recruitment –The main focus of our outreach will be direct phone contact with quality potential candidates. With decades of executive search experience, we have developed an extensive outreach database that is continuously updated and utilized. Our recruiting efforts will focus on direct and aggressive recruiting of individuals within the search parameters established during the Candidate Profile Development. We believe direct recruiting produces the most qualified candidates.

Throughout this active search process, we will regularly update the City of the recruitment status and share questions, concerns, and comments received from potential candidates as they consider the opportunity. By doing so, we “team” with the City to ensure that all issues and concerns of candidates are discussed and understood, thereby eliminating surprises once the resume filing deadline has occurred.

Applicants will be requested to submit an application consisting of a cover letter and resume. As applications are received, they will be promptly acknowledged within 48 hours, and we will personally respond to all inquiries. Once the resume filing deadline has passed, we will update the City on the status of the recruitment, the number of resumes received, and our intent for preliminary interviews.

Preliminary Interviews – Upon our review of the resumes received, supplemental questionnaires will be sent to candidates who appear most in alignment with the Candidate Profile. In the supplemental questionnaire, applicants will be asked to address a few questions pertaining to the position that are based on information learned during Candidate Profile Development. The supplemental questionnaire is intended, in part, to ascertain the applicant's familiarity with the City and writing ability. Overall, the supplemental questionnaire is utilized to ascertain the most qualified applicants for the position.

Following a thorough review of the supplemental questionnaires, we will conduct a telephone conversation (“preliminary interview”) with the individuals that most closely align with the Candidate Profile. Internet research will also be conducted so that we may probe the candidate regarding any areas of concern.

Candidates will be advised of the search schedule and updated regularly as to their status.

Recommendation of Candidates/Selection of Finalists (virtual meeting #2) – A bound report will be provided to the City Manager and/or the appropriate staff prior for discussion of our recommendation of leading candidates for the City to consider for an interview. This report will include a full listing of all candidates who applied for the position, as well as the cover letters, resumes, and supplemental materials of the recommended group of candidates for further consideration. We may include a first and second tier of candidates within our recommendation.

The purpose of the meeting is to provide an overview of each recommended candidate, as well as share any concerns or negative information, in order for the City to select finalists to interview. Once a group of finalists has been determined, we will revisit early decisions relating to the finalist interview process.

A one-day finalist interview process is standard for initial finalist interviews (with the leading 4 to 8 candidates), however, the City may want to consider multiple interview panels, tours, meet-and-greet sessions, one-on-one interviews, presentations, or other selection options. Your recruiter will again provide recommendations on the finalist interview process.

Peckham & McKenney will notify all candidates of their status. Those candidates selected as finalists will be notified and provided with all necessary information to attend finalist interviews with the City. We will prepare an interview schedule, provide a menu of potential interview questions, and confirm with our point of contact all necessary details. It is the City’s responsibility to assemble the interview panel.

If necessary, finalists will make their own travel plans and reservations. It is customary that the City reimburse finalists for round-trip airfare, car rental, and lodging necessary to attend the interviews with the City. We will confirm this with the City representatives at our meeting to recommend candidates.

Finalist Interview Process (on-site or virtual meeting #3) – Your recruiter will provide facilitation during the finalist interview process. An orientation session will be held at the beginning of the process, and we will facilitate a review and discussion of the finalists at the end of the day. Interview materials, including suggested interview questions, evaluation and ranking sheets will be provided. Again, a standard finalist interview process of the leading 4 to 8 candidates is typically conducted within one day. Should the process desired by the City require more than 1 day with your recruiter, an additional fee will be charged. Typically, the

City will then narrow the applicant pool to 2 to 3 candidates and independently conduct the second in-person, one-on-one interviews in order to make a final selection.

Qualification – Once the finalist candidate has been selected and a conditional offer has been made by the City of Roseville, a thorough background check will be conducted that is compliant with the Fair Credit Reporting Act and Investigative Consumer Reporting Agencies Act. Peckham & McKenney utilizes the services of Sterling Talent Solutions (www.sterlingtalentsolutions.ca), the world's largest company focused entirely on conducting background checks. A background check of this nature necessitates a candidate having a conditional offer of employment. This investigation will verify degree verification; certifications; and criminal, civil, credit, and motor vehicle records. We encourage our clients to consider further vetting the candidate through a Department of Justice LiveScan (California clients) in order to ensure that all known criminal history records (beyond seven years) are investigated.

Your recruiter will also personally contact professional references, and a full report will be provided. This comprehensive process ensures that only the most thoroughly screened candidate is hired. In addition, negotiation assistance will be provided as requested by the City of Roseville.

Peckham & McKenney's qualification process of internet-based research, background checking through Sterling Talent Solutions, and reference checking has proven successful for our clients through the years. In addition to relying on our services, clients are encouraged to utilize the background checking protocols they normally would use in hiring a position of this type. Enhanced reference checking and background investigation, if any, beyond the scope of this proposal is the City's responsibility.

Our ultimate goal is to exceed your expectations and successfully place a candidate who "fits" your organization and community's needs now and into the future.

TABLE
PROJECT PLAN
SEARCH SCHEDULE

This sample schedule anticipates a 14-week process for a search process. Your recruiter is responsible for each task of the search process. The search process can/will be tailored to achieve the interests of the City of Roseville relative to receiving input in preparation of the Candidate Profile and the interview process.

<u>ACTIVITY</u>	<u>TIME FRAME</u>
I. Project Organization • Conference call discussion of recruitment process • Formalize project schedule	Pre-Recruitment
II. Development of Candidate Profile • <u>Virtual meeting #1</u> with the City to discuss Candidate Profile • Develop Candidate Profile/Marketing Brochure and obtain approval • Develop advertising and recruiting plan	Two Weeks
III. Recruitment • Advertise, network, and electronically post in appropriate platforms • Distribute candidate profile to industry professionals • Post opportunity on City and Peckham & McKenney website • Focused outreach to individuals within the parameters of the Candidate Profile • Respond to all inquiries and acknowledge all resumes received within 48 hours	Six Weeks
IV. Preliminary Interviews • Screen resumes and conduct Internet research • Identify leading candidates and request supplemental questionnaires • Review supplemental questionnaires • Conduct preliminary interviews with leading candidates	Two Weeks
V. Recommendation of Candidates/Selection of Finalists • Provide written recommendation of candidates to the City • <u>Virtual meeting #2</u> to provide overview of recommended candidates • City selects finalist candidates for finalist interview process • Peckham & McKenney notifies all candidates of status in recruitment process	One Week
VI. Finalist Interview Process • <u>On-site or virtual meeting #3</u> to facilitate finalist interviews • Assist City throughout process and provide recommendations • City selects candidate or leading 2-3 candidates for further consideration • City conducts second interview process	Two Weeks
VII. Qualification • Conduct thorough background and reference checks on leading candidate • Provide negotiation assistance • Exceed expectations and successfully place candidate who “fits.”	One Week

Behind the scenes, Peckham & McKenney’s graphics designer, website/social media consultant, and office/administrative team support your recruiter in aspects of each search; your one point of contact throughout each search and the person responsible for each search is

the recruiter conducting the search. In support of the recruitment, we ask the City of Roseville to a) please be responsive and timely in communications, review of documents, etc., in order to help us maintain the schedule and b) provide a flip chart, easel and markers for the post-interview debriefing.

In today's competitive recruiting environment, our goal is to have a process that is efficient and effective; as such, we ask that the City of Roseville work with us to identify future meeting dates that will be published in the Candidate Profile. This will ensure that the momentum of the search process is consistent and that all parties are available thereby leading to a successful and timely outcome. At the conclusion of the process, we also respectfully request that the written public announcement of the appointment attribute the recruitment to Peckham & McKenney Executive Search.

TAB F **COST OF SERVICES**

Cost of Services

Peckham & McKenney is unique among recruiting firms for several reasons including having a fixed all-inclusive fee. Over years of experience, we have found that an all-inclusive fee is simpler, cost-effective, and efficient. This also provides that the client knows the full, complete fee for our service; we do not invoice “reimbursables” for any portion of the recruitment nor do we provide hourly rates or monthly invoices (please see below Process of Payment).

Because of the amount of outreach and direct work that will be necessary to find candidates in this very difficult job market, recognizing the generality of the positions in the City’s RFP, and acknowledging that searches may be concurrent, sequential and/or at various times through 2027, our fixed fee to conduct the search process for each position will range between \$24,500 and \$31,500. Our all-inclusive fee includes all professional fees and expenses (out-of-pocket costs associated with advertising, consultant travel, administrative support / printing / copying / postage / materials, telephone / technology, partial background checks on recommended candidates, and full background check on selected finalist only for each position).

The fee quoted above is for a full recruitment process as described in The Search Process, including 3 to 4 days of meetings. The first virtual meeting (1 to 2 days) is to develop the Candidate Profile; the second virtual meeting (1 day) is to provide a recommendation of candidates; and the third on-site or virtual meeting (1 day) is to facilitate finalist interviews.

Additional Service Costs

The following “menu” details fees for additional requested services. Some fees may be negotiated.

Additional meeting day (up to 4 days as detailed herein are included)	\$500 - \$1,000/mtg + travel exp
Each additional full background check	\$600/each
Community or staff survey	\$1,500
Additional placement within organization*	\$5,000 (if selected within 1 year)

*If the City of Roseville hires an additional candidate from among those recommended for another position within one year of the close of each recruitment, a fee of \$5,000 will be charged to the City.

Process of Payment

One-third of the all-inclusive fee is due as a retainer upon execution of the agreement. This retainer covers upfront and necessary expenses incurred by Peckham & McKenney on the City’s behalf for recruitment preparation, Candidate Profile preparation and advertising. If the retainer is not received by Peckham & McKenney within 30 days of execution of the agreement, we will suspend the recruitment process until payment is received. The second third of the full payment will be invoiced one month from contract execution, and it is due

within 30 days following the invoice date. The final third of the full payment will be invoiced two months from contract execution, and it is due within 30 days following the invoice date.

If the City of Roseville requires a different payment schedule, this must be agreed upon within the contract. Peckham & McKenney expects payment of all invoices in a timely manner.

Placement Guarantee Our placement record is particularly strong in that 89% of the candidates we have placed remain in those positions for over five years. In the unlikely event, however, that a candidate recommended by our firm (external candidates only) leaves your employment ***for any reason within the first year from the date of appointment*** (except in the event of budgetary cutbacks, promotion, position elimination, or illness/death), we agree to provide a one-time replacement at half (50%) of the fee.

Reopening the Recruitment Throughout the recruitment process, all of our efforts are made to ensure a successful placement of a candidate who fits the Candidate Profile. It is extremely rare that our recruitment process fails to produce a preferred candidate in the first instance. If the search process, however, does not produce a successful placement, and there is an understanding that the City of Roseville and Peckham & McKenney each take appropriate responsibility for the outcome, we will conduct a second recruitment process for each position at 50% of the respective search.

As Albert Einstein said, the definition of insanity is “doing the same thing over and over again and expecting different results.” Prior to reopening the recruitment again, we will thoroughly review with the City what adjustments in approach, compensation, or other variables may be necessary to ensure a successful outcome.

RESOLUTION NO. 23-004

APPROVING AN AGREEMENT FOR RECRUITMENT SERVICES, BY AND BETWEEN
THE CITY OF ROSEVILLE AND RALPH ANDERSEN & ASSOCIATES, AND
AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF
ROSEVILLE

WHEREAS, an Agreement for Recruitment Services, by and between the City of
Roseville and Ralph Andersen & Associates, 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
_____, 2023, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

AGREEMENT FOR RECRUITMENT SERVICES

THIS AGREEMENT is made and entered into this ____ day of _____, 20__, by and between the City of Roseville, a municipal corporation (“CITY”), and the recruitment firm Ralph Andersen & Associates, a California corporation (“RECRUITER”); and

WITNESSETH:

WHEREAS, CITY from time to time is in need of executive recruitment and search firms to provide recruitment and search services and assistance to the Roseville Human Resources Department (“HR”); and

WHEREAS, RECRUITER is willing to provide such services on a per recruitment task-based basis; and

NOW, THEREFORE, the Parties agree as follows:

1. Scope of Services and Duties. CITY retains RECRUITER to provide recruitment and search services from time to time upon the request of HR to advise, assist, and search for candidates for CITY employment, as more fully described in EXHIBIT “A” attached hereto and incorporated herein by reference.
2. Specific Work Assignments. RECRUITER shall receive work assignments from HR on an as-needed basis. The work assignments shall generally be communicated by written notice from HR to RECRUITER. If a work assignment is communicated orally, RECRUITER shall provide a written confirmation to HR describing the work assignment. CITY reserves the right to unilaterally assign similar work to other recruitment firms, as it deems prudent, and the use of RECRUITER shall in no way be considered an exclusive agreement to provide or use similar services. CITY makes no specific guarantee of a minimum or maximum number of hours or amount of tasks, assignments, or services. The assignment of any work hereunder is expressly contingent upon the availability of funds.
3. Fees for Services. For services performed under this Agreement, CITY shall pay RECRUITER in accordance with the fee schedules and rates included in EXHIBIT “A” and that in no event, inclusive of any and all fees, costs, reimbursable expenses, or any other charge, shall any single assignment and recruitment exceed thirty-two thousand dollars (\$32,000).
4. Statements and Payments. RECRUITER shall provide invoices to the CITY for all fees and expenses. The invoice(s) shall be itemized to include the task completed and a description of the services performed. Invoices shall be considered due and payable upon receipt, and shall be overdue 30 days after receipt.
5. Term; Termination; Amendments. This Agreement shall be effective upon approval by the Roseville City Council and shall continue in effect for a period of five (5) years, or until terminated by either Party. This Agreement may be terminated by CITY, with or without

cause, at any time upon written notice. RECRUITER may terminate this Agreement only upon the consent of CITY or upon 60 days written notice. Upon termination, RECRUITER shall turn over all client files to CITY. There shall be no amendment or modification to this Agreement except by written agreement between the Parties.

6. Independent Contractor. RECRUITER, inclusive of its agents, officers, employees, volunteers, independent contractors, and subcontractors, shall act as an independent contractor, and covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of CITY by reason of this Agreement.

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

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

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

a. Form. RECRUITER 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. RECRUITER 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 RECRUITER. The additional insured coverage under the RECRUITER'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. RECRUITER 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. RECRUITER 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, RECRUITER shall require its subcontractors to agree to be bound to RECRUITER and CITY in the same manner and to the same extent as RECRUITER is bound to CITY under this Agreement. Additionally, RECRUITER 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. RECRUITER hereby agrees to waive subrogation which any insurer of RECRUITER may acquire from RECRUITER 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 RECRUITER, its employees, agents and subcontractors.

h. Liability/Remedies. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve RECRUITER 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.

8. Indemnification. To the fullest extent allowed by law, RECRUITER 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 RECRUITER'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.

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

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

9. Notice. All notices, invoices, reports or other communication required by this Agreement shall be properly given if delivered in person, or sent by first class mail, facsimile, or overnight delivery to the following addresses:

CITY:

Human Resources Department
311 Vernon Street
Roseville, CA 95678

RECRUITER

Heather Renschler, President/CEO
5800 Stanford Ranch Road, Suite 410
Rocklin, CA 95765

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

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

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

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

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

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

16. Copyright, Ownership and Use of Materials. All tangible 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, RECRUITER hereby assigns to CITY all right, title, and interest, including but not limited to all copyrights, in all Material created by RECRUITER 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 RECRUITER is, and shall remain, the property of CITY.

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

17. Records. RECRUITER 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, RECRUITER 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 RECRUITER'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. RECRUITER shall include the provisions in its contracts with all subcontractors.

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

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

20. 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.

21. Integrated Agreement. This is an integrated Agreement and contains all of the terms, considerations, understandings and promises of the Parties. It shall be read as 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 RECRUITER has caused this Agreement to be executed.

CITY OF ROSEVILLE, a
municipal corporation

RALPH ANDERSEN & ASSOCIATES,
a California corporation

BY: _____
DOMINICK CASEY
City Manager

BY: Heather Renseller
its: _____
Chief Financial Officer

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

ATTEST:

and

BY: _____
CARMEN AVALOS
City Clerk

BY: Heather Renseller
its: President/CEO

APPROVED AS TO FORM:

BY: _____
MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUBSTANCE:

BY: Stacey Peterson
STACEY PETERSON
Human Resources Director

EXHIBIT “A”



5800 Stanford Ranch Road
Suite 410
Rocklin, California 95765
916.630.4900

September 26, 2022

Ms. Stacey Peterson
Human Resources Director
City of Roseville
311 Vernon Street
Roseville, California 95678

Via Email: cityclerkroseville@roseville.ca.us

Re: RFP #11-015 Executive Search Firms/Recruitment Consultants

Dear Ms. Peterson:

Ralph Andersen & Associates is pleased to submit our proposal to provide executive search services for the City of Roseville. Currently, Ralph Andersen & Associates has a master contract with the City of Roseville for On-Call Executive Recruitment Services that is due to expire January 9, 2023. The firm is also familiar with the area having an office in the neighboring community of Rocklin.

The executive recruitment techniques used by Ralph Andersen & Associates have been developed and used successfully with hundreds of clients for more than 50 years. With the reputation of Ralph Andersen & Associates you will have the opportunity to consider candidates located throughout the State of California, the Western Region, as well as from across the United States.

Our mission and commitment to the City of Roseville is to provide the highest quality of search services in the industry as measured by the comprehensive nature of our search process, the caliber of candidates we present, and the success of those candidates in our client's organizations.

The City of Roseville will have Ms. Heather Renschler, President/CEO of Ralph Andersen & Associates, as the Project Director. Ms. Renschler is legally able to bind the firm and is reachable at:

Ms. Heather Renschler
President/CEO
Ralph Andersen & Associates
5800 Stanford Ranch Road, Suite 410
Rocklin, California 95765
(916) 630-4900
fax (916) 630-4911
cell (916) 804-2885
email heather@ralphandersen.com

We are proud of how we market and represent our clients; all of the design, graphics, and printing of our marketing material is done in-house so we can control the quality and production timing. Samples included are the City of Manhattan Beach (Chief of Police) and the City of Scottsdale, Arizona (City Treasurer/CFO). For additional examples of our brochures, please visit the Career Opportunities page of our website at www.ralphandersen.com.

The Project Director, Ms. Heather Renschler, will perform the services and adhere to the requirements described in the City's RFP, including Addendum 1 dated September 9, 2022.

Thank you very much for your consideration of this proposal. We are ready to proceed upon notification of approval. You may reach me at (916) 630-4900 or more directly on my cell at (916) 804-2885 should you have any questions or need further clarification.

Sincerely,

RALPH ANDERSEN & ASSOCIATES

A handwritten signature in blue ink that reads "Heather Renschler". The signature is fluid and cursive, with the first letter of each word being capitalized and prominent.

Heather Renschler
President/CEO



5800 Stanford Ranch Road
Suite 410
Rocklin, California 95765
916.630.4900

A. Firm Qualifications

Executive Summary

Attracting top talent has never been more complex and Ralph Andersen & Associates is highly qualified to assist the City of Roseville with recruiting for new high-level executive or hard to recruit positions. We have conducted more successful executive recruitments than any other firm since 1972. From helping you to create a competency-based interviewing framework for your new senior, executive, or other highly specialized position to assessing candidates and attracting top human capital, our search professionals offer an unparalleled depth of experience, national reach, and industry knowledge.

The City has requested our proposal to assist in the identification and recruitment of a highly qualified group of candidates for the new high-level executive or hard to recruit positions. In particular, the City is seeking a firm with the national reach and professional experience to clearly assess your organizational needs and formulate a strategy to deliver results.

At Ralph Andersen & Associates, we believe that gaining a complete understanding of our client's specific objectives and priorities is essential prior to launching any search assignment. This process includes the identification and incorporation of a variety of important details such as the candidate's desired skills and experience as well as the critical "soft skills" related to temperament, personality, management philosophy, and other factors that will ultimately determine the candidate's "fit" with the organization.

We begin each search by working closely with your leadership, stakeholders, staff, and, when appropriate, your community to ensure a complete picture of the desired candidate pool is developed. Our team-oriented approach matched with this 360-degree perspective means we ensure that a complete understanding of the organization's mission and culture translates into those specific traits and characteristics necessary to ensure the selected candidate is successful in the position.

We understand that the City expects aggressive, personalized outreach to identify a diverse and highly qualified applicant pool. We will begin with fully detailed profiles of the desired candidate's characteristics and build a recruitment strategy that is tailored to meet your specific needs. The resulting outreach and advertising campaign will incorporate the extensive use of personal outreach to recruit a diverse and highly qualified group of candidates.

Ralph Andersen & Associates has been providing practical, responsive executive search and management consulting services to the local public sector and related industries since 1972. With each new assignment, we earn our reputation as the nation's premier local government consulting organization.

- **Human Resources Consulting** — The firm provides a full range of contemporary human resources consulting including classification studies, compensation studies, benefits analysis, pay plan development, executive pay, and pay for performance. Key staff have proven success in working with labor groups and elected officials in identifying solutions and solving challenging problems. Services also include expert witness services for mediation and arbitration hearings. Our approach to consulting services is characterized by proven methods, extensive data collection, accurate analysis, and effective communication and messaging.

Services to be Completed by City Staff and/or Sub-Consultants

Ralph Andersen & Associates will not be using any Sub-Consultants in the performance of recruitments for the City of Roseville. We do, however, approach each search as a partnership with our municipal clients. We work together through various stages of the project.

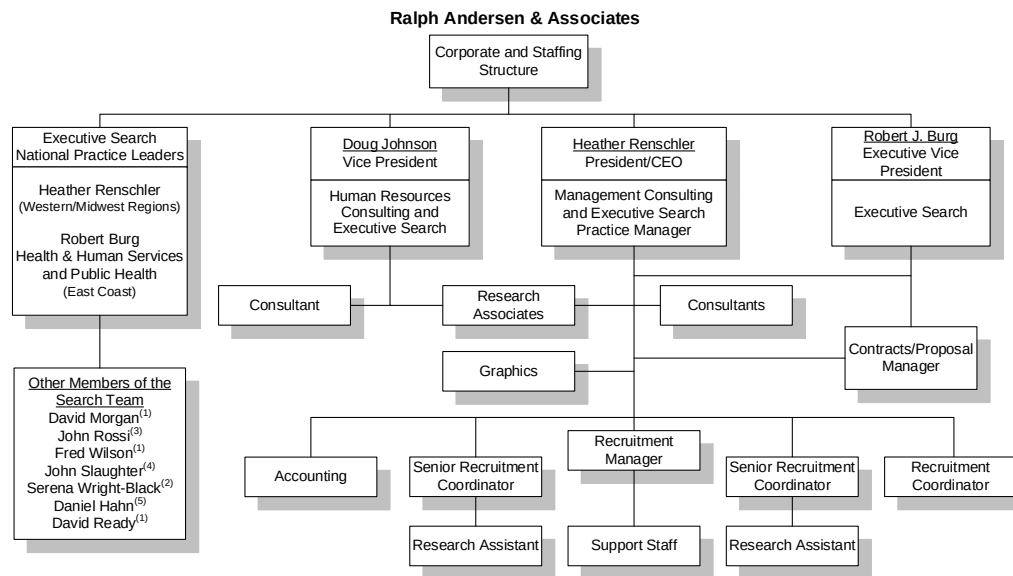
The Project Director would need assistance from City staff in obtaining information to facilitate the development of the position profile and recruitment brochure. Depending on the position being recruited, assistance with setting up meetings and/or interviews with appropriate City staff or key stakeholders may also be needed.

Additionally, the City may also need to provide the following items:

- Current organization chart
- Updated position description
- Salary range and benefits package
- Relocation package – if available
- City electronic logo
- Pictures of the City of Roseville, Department, and staff (high resolution)
- Current budget information
- Current number of employees
- Opportunities and Challenges for the position (discussed during on-site visit)
- What the City of Roseville is looking for in ideal candidates (discussed during on-site visit)
- Education requirements, certifications, and years of required senior executive experience (discussed during on-site visit)
- Input from key stakeholders on ideal candidates (if requested by the City)
- The City of Roseville and its HR Representatives will review the search report on the top candidates as outlined in Task 5 and conduct finalist interviews as outlined in Task 6

Firm Organization

Ralph Andersen & Associates' organization chart is provided below. The firm's staff size has remained relatively consistent over the past five years and has ranged from its current size of 17 up to 22 employees.



- ⁽¹⁾Former City Manager
- ⁽²⁾Former Assistant City Manager
- ⁽³⁾Former Utility General Manager
- ⁽⁴⁾Former County Manager
- ⁽⁵⁾Former Chief of Police

Updated March 2022

Sub-Consultants / Sub-Contractors

Ralph Andersen & Associates will not be using any sub-consultants or sub-contractors.

D. Recruitment Understanding

The successful search process relies heavily on person-to-person contact to identify outstanding potential candidates and, in the evaluation phase, to gain a complete understanding of the background, experience, and management style of the top candidates. The executive recruitment techniques used by Ralph Andersen & Associates have been developed and used successfully with hundreds of clients for more than 50 years.

We feel that the key elements of the *full search* process, which can be tailored to fit the specific needs of the City and will include:

- Developing a comprehensive position profile based upon information obtained in various meetings with the City Manager, Human Resources Staff, and other designated staff as appropriate.
- Extensive personal outreach (both in person and via telephone) to highly qualified candidates in California, the Western United States, and nationally if desired.
- A marketing strategy that uses selected advertising to supplement the extensive candidate identification process, the Internet, and professional contacts throughout an expanded region.
- A screening process that narrows the field of candidates to those that most closely match the needs of the City and is based on screening interviews with the top candidates. Candidates' education, experience, and credentials are matched to the criteria established in the position profile.
- Candidates (if deemed qualified and viable by the Recruiter) would be screened via Zoom.
- Delivering a product in the form of a search report that recommends a top group of candidates and provides the decision-makers with detailed information about their backgrounds and experience.
- Assistance during the interview and selection process and in the negotiation of a compensation package.

Ralph Andersen & Associates has an outstanding reputation for being thorough and professional in the approach it takes in recruitments. Each candidate's match with the position is based on the individual's own set of professional experiences, management style, education and credentials, and overall fit with the organization and executive leadership.

Diversity, Gender Equity, and Social Media

Philosophical Approach / Match – Our approach to each recruitment is that we believe diversity is inclusive, not exclusive, and a successful search is one that offers a diverse pool of highly qualified candidates, regardless of ethnicity, gender or other personal characteristics. We also believe an equally important measure of recruitment success is whether the pool of candidates has gender balance.

More specifically, with many positions, we strongly believe in the concept of an organization having a “people person” at the helm of a department combined with the required technical attributes. These types of personal attributes also include a candidate’s ability to promote a healthy organization to the fullest and, of course, encouraging good work-life balance. In today’s competitive environment, top candidates are aspiring leaders with a strong public service focus, an appreciation for equity and diversity, technologically savvy, and willing to incorporate best practices. Additionally, we look for those individuals who have a proven track record of accomplishment with culture and organizational change in a thoughtful fashion. Also, we look for strategic alignment with the overall organizational needs.

Examples of Targeted Outreach for Minority Candidates – To increase the opportunity for a diverse candidate pool, we will do specific and targeted outreach. Two key examples would be the International Hispanic Network (IHN) and the National Forum for Black Public Administrators (NFBPA). We rely on these organizations to expand the candidate pool through specific advertisements and our outreach directly to their network.

Examples of Targeted Outreach for Gender Equity – To encourage gender equity in the candidate pool, we not only identify qualified women through our network but often use publications, newsletters, and websites specific to women in a particular profession. Additionally, the Project Director for the City of Roseville has been involved with Women in Government and often uses this source for distribution to an active and involved audience of local government professionals.

Knowing our Client’s Culture –We take great pride in knowing our client and the client’s culture. We work hard to match the needs of our client to candidates that submit for a specific position. We demonstrate this in the written text of the brochure and in our screening of candidates. A large part of our success is getting this right from the humanistic side.

Track Record of Women and Minority Placements – Currently, and over past decades, Ralph Andersen & Associates has a long track record of placing women and minority candidates in key executive level positions. Our Women and Minority Placements listing can be provided upon request. We are very proud of our success assisting our clients in this fashion.

Social Media – Ralph Andersen & Associates has a presence on LinkedIn, Twitter, and Facebook and uses social media to supplement our outreach to potential candidates. We subscribe to an added software, “Recruiter Professional Services,” that requires the payment of an annual paid subscription. This allows us to search, view bios, and ultimately contact candidates more directly through LinkedIn. Most recently we have been testing the ability to target specific groups and professions through paid “tweets.” We have also used this method to reach candidates in geographic regions.

Sample Brochures

As requested, the following recruitment brochure are attached for your review:

- City of Manhattan Beach, California – Chief of Police
- City of Scottsdale, Arizona – City Treasurer/CFO

To see additional samples of our recruitment brochures, as well as our digital presence, please visit the Career Opportunities page of our website at www.ralphandersen.com.

E. Project Plan

Work Plan

The City has requested assistance with recruiting outstanding candidates for openings for high-level executive or hard to recruit positions within the City. Recruitments will be under the direction of Ms. Heather Renschler, Project Director. Other members of the firm will assist as needed. *For simplicity, the tasks in this work plan have been detailed as the “designated position.”*

Task 1 – Review Project Management Approach

Ms. Heather Renschler will be the Project Director on these search assignments. The first task will include established individual and/or group video meetings with the Hiring Authority and others (done via the Zoom Technologies application), as appropriate, to finalize the recruiting and selection process. This will include discussion of the project management for each search, review of the work plan, confirmation of timing, and communication methods. Working collaboratively with the Hiring Authority and the City’s Human Resources staff, this task will result in a more definitive timetable.

As part of our overall approach to this search, the Project Director will deliver regular status reports at each stage of the search. In addition, the Project Director will be highly accessible and responsive to client requests and inquiries.

Task 2 – Develop Electronic Position Profile

The position profile for the “designated position” is the guide for the entire search process. The development of the profile includes the collection of technical information and recruitment criteria.

Technical Information

The Project Director will conduct video meetings with the Hiring Authority, Human Resources Department, key staff members, and others as directed by the City to gain an understanding of the experience and professional background requirements desired in the “designated position.” These meetings, all done via video conferencing, will also help the Search Consultant gain an understanding of the work environment and the issues facing the City of Roseville.

Recruitment Criteria

The recruitment criteria are those personal and professional characteristics and experiences desired in the “designated position.” The criteria should reflect the goals and priorities of the City of Roseville.

Subsequent to the development and adoption of the candidate profile, the technical information and recruitment criteria will be documented in an information brochure prepared by Ralph Andersen & Associates. The electronic brochure will be reviewed by the City in draft format, revised as appropriate, and published for use throughout the search.

Task 3 – Outreach and Recruiting

This task is among the most important of the entire search. It is the focus of the activities of the Search Consultant and includes specific outreach and recruiting activities briefly described below.

Outreach

An accelerated outreach and advertising campaign will be developed. It will include the placement of ads in professional publications and Internet sites appropriate for the position being recruited. Specific Internet sites related to government will be used as a method of extending the specific outreach in a short period of time.

Additionally, the advertisement and the full text of the position profile (the recruitment brochure) will be placed on Ralph Andersen & Associates' website, which is accessed by a large number of qualified candidates. This method of outreach to potential applicants provides a confidential source that is monitored by many key level executives on an on-going basis.

Candidate Identification

Ralph Andersen & Associates will use their extensive contacts to focus the recruiting effort. In making these contacts, the Search Consultant will target those individuals who meet the criteria set by the City. Each of the candidates identified through the recruiting efforts will be sent an information brochure. Candidates will also be contacted directly to discuss the position and to solicit their interest in being considered.

Both the outreach and recruiting activities will result in applications and resumes from interested candidates. As they are received, resumes will be acknowledged and candidates will be advised of the general timing of the search process. The following tasks involve the actual selection process, once all resumes have been received.

Task 4 – Candidate Evaluation

This task will be conducted following the application closing date. It includes the following specific activities:

Screening

All of the applications will be carefully reviewed. Those that meet the recruitment criteria and minimum qualifications will be identified and subject to a more detailed evaluation. This evaluation will include consideration of such factors as professional experience, and size and complexity of the candidate's current organization as compared to the candidate profile.

Preliminary Research and Internet Review

The research staff of Ralph Andersen & Associates, under the direction of the Project Director, will conduct preliminary research and internet review for those candidates identified as the most qualified as a result of the screening process. This level of research will be done on a limited number of candidates to learn more about each candidate's public profile and related information that is available on the internet.

Preliminary Interviews via Video Technology

The Search Consultant will conduct preliminary interviews with the top group of candidates identified through the screening and preliminary research and Internet review processes. The interviews are extensive and designed to gain additional information about the

candidates' experience, management style, and "fit" with the recruitment criteria. Interviews will be conducted using video technology.

The screening portion of the candidate evaluation process typically reduces a field of applicants to approximately four (4) to six (6) individuals. Those individuals will be reviewed with the Hiring Authority and/or Human Resources Staff prior to proceeding with the individual interviews.

Task 5 – Search Report

After completing Task 4, all documentation will be supplied to the City electronically. No hard copies will be supplied to the City for any phase of this search engagement. The Project Director will prepare detailed information for review including resumes uploaded to a file sharing system (i.e., DropBox or ShareFile). The Project Director will conduct a video conference call (using Zoom) with the Hiring Authority or other designated representative to review the search report on the top candidates. The report divides all of the candidates into four groups including 1) the top group of candidates that are recommended to be interviewed via video by the Hiring Authority; 2) a backup group to the first group; 3) no further consideration group; and 4) lacks minimum qualifications. The search report will include candidate resumes and cover letters. The results of preliminary media research will be included.

Important to note, Ralph Andersen & Associates does not conduct in-person screening interviews with candidates. All interviews are done using video technology. Also, we typically conduct references on the selected top candidate. Periodically, we may recommend conducting references on the top two candidates to assist the governing body in the final selection and is done in the final stages of the search process. Verifications such as credit check, DMV Report and civil/criminal are typically conducted once a contingent offer is made to the selected candidate unless the finalist candidate(s) give explicit approval and sign a release to proceed. Verifications are not conducted on all finalists other than more standard education check before interviewing (Round #1) with the City.

The results of the Search Report will be a confirmed group of finalist candidates that the Hiring Authority.

Task 6 – Selection

The final selection process will vary depending upon the desires of the City. The typical services provided by Ralph Andersen & Associates in the selection process are described briefly below:

- The Project Director will coordinate the selection process for the finalist group of candidates. This includes handling the logistical matters with candidates and with the City.
- Ralph Andersen & Associates will prepare an electronic interview booklet (uploaded to a file sharing program such as DropBox or ShareFile) that includes the resume, cover letter, and preliminary media research for each candidate. In addition, this electronic information will contain suggested questions and areas for discussion based upon the recruitment criteria. Electronic copies of the interview booklet will be provided in advance of the candidate interviews. No hard copies of material will be provided. Should the City desire hard copies, a supplemental cost may apply.
- The Project Director will facilitate the Interviews to assist the City through the selection process. This assistance will include an initial orientation, candidate introductions, and facilitation of discussion of candidates after all interviews have been completed.
- Additionally, verifications will be made on the top two candidates and will include education verifications, Department of Motor Vehicle check, and credit check. Due to legislation, criminal checks ("Ban the Box") are only permissible when a contingent offer of employment

is made. The results of these verifications will be discussed with the City at the appropriate time.

- Reference checks will be conducted on the top candidate. The results of these reference checks will be discussed with the City at the appropriate time during a closed session.
- As needed, the Search Consultant is available to provide assistance to the City in the final selection as may be desired. This assistance may include providing or obtaining any additional information desired to assist in making the final selection decision.

Task 7 – Negotiation

The Project Director is available to assist the City in negotiating a compensation package with the selected candidate. This includes recommendations on setting compensation levels.

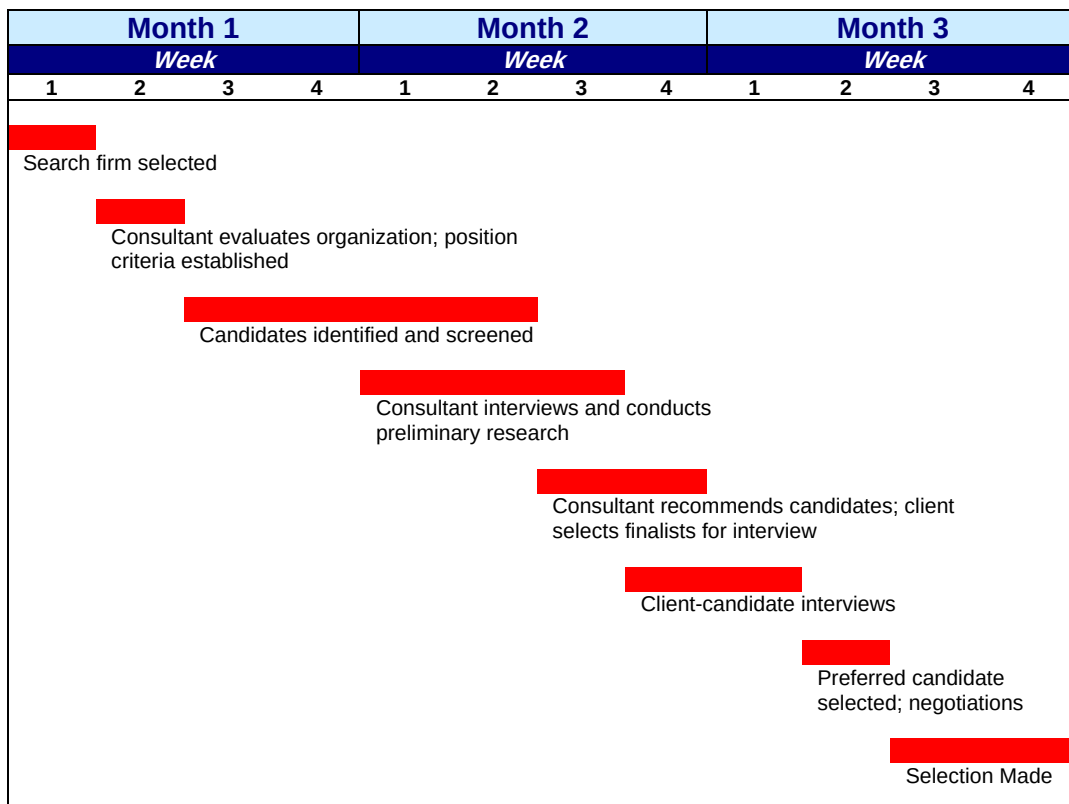
Task 8 – Close Out

After the City has reached agreement with the individual selected for the position, the Search Consultant will close out the search. These activities will include advising all of the finalist candidates of the status of the search by telephone.

Project Timing

Ralph Andersen & Associates will complete the search within 75 to 90 days from the execution of the agreement to the presentation of candidates. Negotiation with the top candidate will take an additional week or two after finalist interviews. We are prepared to begin this search upon verbal notification to proceed.

A brief overview of the recruitment schedule is presented on below (schedule does not include transition time by Selected Candidate to join the City).



F. Cost Proposal

Search efforts for the City will be tailored to meet the unique needs of each recruitment effort. The following is a range of fees set forth by Ralph Andersen & Associates for searches to be initiated beginning January 2023:

City of Roseville Recruitment Process Beginning January 2023	
Responsible Entity	Fixed Fee for Professional Services and Expenses*
Department Director	\$27,000 – \$28,000
Department Director – Public Safety	\$27,000 – \$28,000
Department Director – Technology	\$26,000 – \$27,000
Department Deputy Director	\$24,500 – \$26,500
Ralph Andersen & Associates reserves the right to adjust fees on an annual basis. *Expenses included in this fixed fee include such items as advertising, consultant interaction (video and/or on-site meetings as needed) clerical, graphic design, research, and long-distance telephone charges. On top candidates, Internet and Lexis/Nexis searches will be conducted. Additionally, education verifications, DMV check, wants and warrants, civil and criminal litigation search, and credit check will be conducted on the top two candidates. Reference checks will be conducted on the top candidate.	

Invoicing for Services – Ralph Andersen & Associates will bill the City in four installments as follows:

- Following kick-off and finalization of recruitment brochure (Payment #1)
- After the closing date (Payment #2)
- After finalist interviews (Payment #3)
- Upon placement (Payment #4)

Progress payments will be due upon receipt.

Brochure – A full color informational brochure will be developed for the City. All pictures will be the responsibility of the City. The City will also be responsible for ensuring that there are no copyright restrictions on the photographs supplied to Ralph Andersen & Associates and that the City will agree to pay any and all related charges or fines if a copyright violation is incurred either during the search itself or subsequently.

Exception – Any candidate travel is the full responsibility of the City.

Ralph Andersen & Associates' Guarantee

Ralph Andersen & Associates offers the industry-standard guarantee on our search services. If within a one-year period after appointment the high-level executive or hard to recruit position for the City of Roseville resigns or is dismissed for cause, we will conduct another search free of all charges for professional services. The City of Roseville would be expected to pay for the reimbursement of all incurred costs.

Should the initial outreach efforts not result in a successful placement, Ralph Andersen & Associates will continue the outreach efforts until the ideal candidate is found. The City will be responsible for expenses based on actual receipts.

RESOLUTION NO. 23-005

APPROVING AN AGREEMENT FOR RECRUITMENT SERVICES, BY AND BETWEEN
THE CITY OF ROSEVILLE AND WILLIAM AVERY & ASSOCIATES, INC., AND
AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF
THE CITY OF ROSEVILLE

WHEREAS, an Agreement for Recruitment Services, by and between the City of
Roseville and William Avery & Associates, 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
_____, 2023, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

AGREEMENT FOR RECRUITMENT SERVICES

THIS AGREEMENT is made and entered into this ____ day of _____, 20__, by and between the City of Roseville, a municipal corporation (“CITY”), and the recruitment firm William Avery & Associates, Inc., a California corporation (“RECRUITER”); and

WITNESSETH:

WHEREAS, CITY from time to time is in need of executive recruitment and search firms to provide recruitment and search services and assistance to the Roseville Human Resources Department (“HR”); and

WHEREAS, RECRUITER is willing to provide such services on a per recruitment task-based basis; and

NOW, THEREFORE, the Parties agree as follows:

1. Scope of Services and Duties. CITY retains RECRUITER to provide recruitment and search services from time to time upon the request of HR to advise, assist, and search for candidates for CITY employment, as more fully described in EXHIBIT “A” attached hereto and incorporated herein by reference.
2. Specific Work Assignments. RECRUITER shall receive work assignments from HR on an as-needed basis. The work assignments shall generally be communicated by written notice from HR to RECRUITER. If a work assignment is communicated orally, RECRUITER shall provide a written confirmation to HR describing the work assignment. CITY reserves the right to unilaterally assign similar work to other recruitment firms, as it deems prudent, and the use of RECRUITER shall in no way be considered an exclusive agreement to provide or use similar services. CITY makes no specific guarantee of a minimum or maximum number of hours or amount of tasks, assignments, or services. The assignment of any work hereunder is expressly contingent upon the availability of funds.
3. Fees for Services. For services performed under this Agreement, CITY shall pay RECRUITER in accordance with the fee schedules and rates included in EXHIBIT “A” and that in no event, inclusive of any and all fees, costs, reimbursable expenses, or any other charge, shall any single assignment and recruitment exceed thirty-two thousand dollars (\$32,000).
4. Statements and Payments. RECRUITER shall provide invoices to the CITY for all fees and expenses. The invoice(s) shall be itemized to include the task completed and a description of the services performed. Invoices shall be considered due and payable upon receipt, and shall be overdue 30 days after receipt.
5. Term; Termination; Amendments. This Agreement shall be effective upon approval by the Roseville City Council and shall continue in effect for a period of five (5) years, or until terminated by either Party. This Agreement may be terminated by CITY, with or without

cause, at any time upon written notice. RECRUITER may terminate this Agreement only upon the consent of CITY or upon 60 days written notice. Upon termination, RECRUITER shall turn over all client files to CITY. There shall be no amendment or modification to this Agreement except by written agreement between the Parties.

6. Independent Contractor. RECRUITER, inclusive of its agents, officers, employees, volunteers, independent contractors, and subcontractors, shall act as an independent contractor, and covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of CITY by reason of this Agreement.

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

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

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

a. Form. RECRUITER 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. RECRUITER 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 RECRUITER. The additional insured coverage under the RECRUITER'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. RECRUITER 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. RECRUITER 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, RECRUITER shall require its subcontractors to agree to be bound to RECRUITER and CITY in the same manner and to the same extent as RECRUITER is bound to CITY under this Agreement. Additionally, RECRUITER 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. RECRUITER hereby agrees to waive subrogation which any insurer of RECRUITER may acquire from RECRUITER 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 RECRUITER, its employees, agents and subcontractors.

h. Liability/Remedies. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve RECRUITER 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.

8. Indemnification. To the fullest extent allowed by law, RECRUITER 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 RECRUITER'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.

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

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

9. Notice. All notices, invoices, reports or other communication required by this Agreement shall be properly given if delivered in person, or sent by first class mail, facsimile, or overnight delivery to the following addresses:

CITY:

Human Resources Department
311 Vernon Street
Roseville, CA 95678

RECRUITER

Bill Avery, Owner/Principal
16 Lyndon Avenue, Suite 200
Los Gatos, CA 95030

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

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

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

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

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

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

16. Copyright, Ownership and Use of Materials. All tangible 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, RECRUITER hereby assigns to CITY all right, title, and interest, including but not limited to all copyrights, in all Material created by RECRUITER 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 RECRUITER is, and shall remain, the property of CITY.

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

17. Records. RECRUITER 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, RECRUITER 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 RECRUITER'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. RECRUITER shall include the provisions in its contracts with all subcontractors.

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

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

20. 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.

21. Integrated Agreement. This is an integrated Agreement and contains all of the terms, considerations, understandings and promises of the Parties. It shall be read as whole.

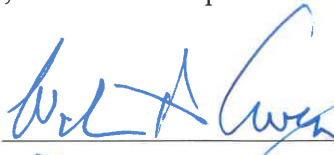
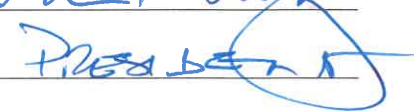
IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this Agreement in duplicate by its City Manager and attested to by its City Clerk under the authority of Resolution No. _____, adopted by the Council of the City of Roseville on the ____ day of _____,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

[SIGNATURES ON FOLLOWING PAGE]

CITY OF ROSEVILLE, a
municipal corporation

WILLIAM AVERY & ASSOCIATES,
INC., a California corporation

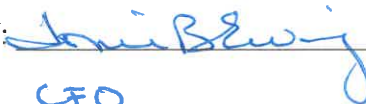
BY: _____
DOMINICK CASEY
City Manager

BY: 
its: 

ATTEST:

and

BY: _____
CARMEN AVALOS
City Clerk

BY: 
its: CFO

APPROVED AS TO FORM:

BY: _____
MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUBSTANCE:

BY: 
STACEY PETERSON
Human Resources Director

EXHIBIT “A”



September 26, 2022

Carmen Avalos, City Clerk
City of Roseville
311 Vernon Street
Roseville, CA 95678

Dear Ms. Avalos

Thank you for the opportunity to submit our proposal in consideration for executive recruitment services for the City of Roseville. We feel well suited to fulfill your executive search requirements based on our track record of successful recruitments, our service approach, and overall recruitment expertise.

William Avery & Associates, Inc. (Avery Associates) is a successful and service focused Management Consulting firm based in Los Gatos, California. Incorporated in 1982, the firm specializes in Executive Search, Labor Relations and Human Resources/Management Consulting.

The firm currently includes two Principals and several key consultants. Bill Avery, the founder of Avery Associates, heads and manages the firm. He oversees the Labor Relations practice and is heavily involved in the search business including leading key searches. Paul Kimura focuses on and manages the Executive Search and Recruitment practice. Key staff members include Bill Lopez and Kristi Ward, who support the search practice and the firm's administrative staff includes Tomi Ewing and Jackie Collins. Temporary staff as needed augments the team.

Avery Associates is an executive recruitment firm that conducts searches for senior level personnel in the areas of municipal, county and special district management. Our collective background includes executive experience in the public sector and extensive experience in municipal recruitment. On an annual basis we complete 50-60 searches at all executive levels of local government.

William Avery & Associates, Inc.
Consultants to Management

16 Lyndon Ave., Suite 200
Los Gatos, CA 95030
408.399.4424
Fax: 408.399.4423
www.averyassoc.net

Contacts, location and authorized representatives of Avery Associates are:

Bill Avery, Owner/Principal
16 Lyndon Ave., Suite 200
Los Gatos, CA 95030
(office) 408 399-4424
(cell) 408 472-7873
(email) bill@averyassoc.net
(fax) 408 399-4423

Paul Kimura, Principal
16 Lyndon Ave., Suite 200
Los Gatos, CA 95030
(office) 408 399-4424
(cell) 408 472-7936
(email) paulk@averyassoc.net
(fax) 408 399-4423

We believe our knowledge and background in municipal recruitment and our expertise in executive recruitment methodology will provide the basis for your positive consideration of our firm. And we appreciate the opportunity to present our credentials.

We understand the scope and nature of the project and services required by the RFP and are confident of our ability to successfully meet the recruitment needs of the City of Roseville.

Our proposal for recruitment services is effective for ninety (90) days following our date of submission.

If you have any questions regarding our services or this proposal, please do not hesitate to call Paul Kimura or me at 408.399.4424.

Sincerely,



William H. Avery

WHA:jmc



PROPOSAL FOR THE CITY OF ROSEVILLE RECRUITMENT FOR EXECUTIVE SEARCH SERVICES

William Avery & Associates, Inc. – Overview

William Avery & Associates, Inc. (Avery Associates) is a successful and service focused Management Consulting firm based in Los Gatos, California. Incorporated in 1982, the firm specializes in Executive Search, Labor Relations and Human Resources/Management Consulting.

The firm currently includes two Principals and several key consultants. Bill Avery, the founder of Avery Associates, heads and manages the firm. He oversees the Labor Relations practice and is heavily involved in the search business including leading key searches. Paul Kimura focuses on and manages the Executive Search and Recruitment practice. Key staff members include Bill Lopez and Kristi Ward, who support the search practice and the firm's administrative staff includes Tomi Ewing and Jackie Collins. Temporary staff as needed augments the team.

Mr. Avery, having served in the past as a City Manager, provides the firm with direct experience and knowledge of city administration. Mr. Kimura's expertise in executive, technical and business recruitment, which he gained during his nineteen years of high technology experience, provides the basis for many of the recruitment strategies and tactics utilized by the firm. (Their profiles are attached.) Collectively and combined, the firms Principals offer exceptional expertise in the area of public sector recruitment and consulting.

Firm Qualifications/Experience – What Differentiates Avery Associates

Exceptional service delivery and a very high-quality work product provide excellent results for our clients. This begins with the initial client meetings, which lead to detailed timelines for deliverables followed by weekly recruitment status updates following initiation of the search. Our candidate outreach efforts are professionally and confidentially conducted. The evaluation materials we provide clients are routinely characterized as accurate, comprehensive and of very high quality. We believe more so than any other public sector recruitment firm. This is largely based on our interview system utilizing behavioral interview techniques, which we describe in our recruitment plan. This leads to a quality product with excellent end results for our clients.

The service element is based on two factors: The first is the collective service philosophy from all of our organizational team members. They are each dedicated to providing service and support to clients. The second factor is based on the high level of engagement and participation from the firm Principals in every search assignment. This hands-on involvement includes client interface, identifying and developing the ideal candidate profile and position specification, development of the search strategy, candidate outreach, interviewing and assessment, completion of reference interviews, candidate presentation, final interview facilitation and when desired, negotiation of employment terms with the successful candidate.



Recruitment Team for the City of Roseville

Bill Avery and Paul Kimura serve as the Principals in charge of all recruitment projects and will be personally involved with initial client meetings. Mr. Avery and/or Mr. Kimura will also have active involvement in the development of the position specification, outreach strategy, candidate outreach, qualifying, interviewing and assessment and referencing of candidates, presentation of candidates and participation in the final interview process with the client, and will be available throughout the search process to provide other related consulting services. Bill Lopez and Kristi Ward may serve as members of the project team based on the position being recruited. Their roles would involve assessment and proactive outreach, qualifying of candidates and referencing of candidates.

Mr. Avery and/or Mr. Kimura will be personally involved in the initial client meetings, development of the ideal candidate profile and search strategy, interviewing and assessment of candidates, the presentation of candidates, attendance at final interviews and will be available throughout the search process to provide other related consulting services. Their profiles are attached.

Recruitment Plan/Methodology

I. Position Profile and Organizational Assessment

The initial assessment phase is a critical component of the search process. Mr. Avery and/or Mr. Kimura will meet with the key decision makers to discuss the organizational needs and position requirements and to formalize the recruitment brochure.

Our goal for this aspect of the recruitment process is to:

- Understand the City priorities for the positions.
- Develop a clear understanding and consensus on the expertise, experience, education, performance attributes and operational style of the ideal candidate.
- Discuss the goals, objectives, deliverables, and challenges related to the positions.
- Gain insight of the various organizational dynamics and departmental issues that exist within the organization.
- Identify the compelling aspects to the opportunities.

The subsequent ideal candidate profile would be developed from the above discussions and incorporated into the formal position announcement. The candidate profile is also utilized in various other means as a marketing tool, for advertising copy, postings, and for other announcements.



II. Development of the Search Strategy

Our search strategy will be developed in conjunction with the organizational assessment. The final approach is based on your input and considerations during the assessment activity. We would incorporate the following elements into this search:

- Original research, which consists of identification and contact of current incumbents or other candidates who meet the profile, but are not actively seeking other employment.
- Development of a targeted candidate list based on our extensive database of key executive contacts, referrals and recommendations from key sources, and other current and former City Management personnel who have extensive contacts and networks in this area.
- Public information sources that include various membership listings such as Western City, ICMA and the various municipal organizations within the Western U.S.
- An extensive mailing campaign to current city managers and select assistant managers throughout the Western U.S.
- Print advertising in ICMA Newsletter, Jobs Available and any other print publications deemed appropriate by the City.
- Internet job postings on national public sector employment bulletin boards, City Management and Municipal association-based websites, and our company website.

III. Candidate Assessment

Our assessment process involves several “tiers” of evaluation. All candidates responding to this position will initially be evaluated based on their resume and if appropriate, an extensive phone “screening” by a member of the project team. Candidates who pass the initial “qualifying” criteria are then scheduled for a formal interview with Mr. Avery or Mr. Kimura. These extended personal interviews typically take one hour and a thorough discussion of their experience, accomplishments, management philosophy and interpersonal style takes place.

In interviewing candidates, we utilize a methodology based on “behavioral” interview techniques. Fundamentally, this approach explores a candidate’s past accomplishments and experiences that relate to the position being considered. The philosophy here is that the best indicator of future performance is to evaluate past behavior. This methodology allows the firm to “project” how a candidate would approach and address the key challenges in the new position.

Those individuals who best fit the position requirements will have a Candidate Assessment Report developed by the Principal who conducted the interview. Additionally, two initial



reference interviews are performed on these candidates. The reference interviews provide our clients with additional insights on the candidate's "behavior" and style.

IV. Candidate Presentation

Upon completion of formal interviews, a selection of candidates for presentation is made. We feel our extensive qualification, interview, and reference interviewing process and the knowledge gained during our initial assessment period; enable our client to proceed with fewer rather than more finalists. However, we will not restrict or limit the number of candidates recommended as this decision is related to the overall strength and depth of the candidate pool.

The final candidates are presented in our extensive candidate presentation "book". Each finalist will have a file consisting of a candidate summary sheet, the submitted cover letter and resume, the Candidate Assessment Report (based on the "behavioral" interview), and two candidate reference interviews. This extensive profile on each recommended candidate continually generates positive feedback from our clients as it provides extensive detail beyond just a resume.

The Candidate book also identifies other candidates who were given secondary consideration, which provides the client insight on others who were interviewed. Candidate summary sheets are created for everyone who submitted a resume would also be included. This provides the client an insight to the level and nature of response for their position.

V. Selection Process

Once the final candidate interview group is identified, we will assist in the structuring of the interview process and coordinate the interview scheduling activity. Our firm will also provide candidates with guidance related to travel planning, hotel accommodations, as well as other interview planning issues. Our firm will also develop potential interview questions and be in attendance during final interviews to help facilitate the process and to lead an end of day debrief and evaluation process.

VI. Position Closure and Follow-Up

Based on the firm's experience in human resource management and executive search, we are able to assist our clients in formulating appropriate compensation and other employment arrangements. We will be available throughout our retention to assist in this process.

As a matter of policy, Avery Associates monitors the transition and progress of any executive we place with a client. Within the first three to six months following the hired individual joining the City, we will speak with that individual to ensure the transition has effectively occurred. During the same period we will also review the individual's status with your office.



Consulting Fees

Avery Associates bids its services based on a Professional Services Project Fee and an out-of-pocket not-to-exceed expense budget. Our pricing proposal is based on the nature of the position being recruited. Based on the services described in our proposal, our fees are as follows:

<u>Position</u>	<u>Professional Services Fee</u>	<u>Not to Exceed Expenses</u>
City Manager (or other positions appointed by City Council)	*\$19,900	\$6,500
Assistant City Manager, Department Head	\$18,900	\$5,500
Deputy/Asst Dept Head/ Division Manager	\$18,400	\$5,500

*Should the City award multiple assignments to us concurrently, we would provide a discount to the combined Professional Services Fees by up to 10% and the combined not-to-exceed recruitment expense budgets by up to 15%.

In addition to the Professional Services Fee, normal and direct out-of-pocket expenses associated with the search are charged back to the client. We charge actual expenses and do not “mark up”. Expenses related to the search include print and website advertising costs, clerical time, supplies, printing, telephone, postage, background checks and all consultant travel for local and out-of-area candidate interviews. This expense limit is all-inclusive and would cover all of our costs, including travel, associated with the searches.

Insurance Requirements

State Farm:

General Liability - 2,000,000 limit, 10,000 deductible

Hired and Non-Owned **Automobile** – 2,000,000 coverage

Employers Compensation Insurance Co.:

Workers Comp

Each accident – 1,000,000

Policy limit – 1,000,000

Each employee – 1,000,000

Landmark American Insurance Co.:

Professional Liability

Limit – 1,000,000 per claim/ 1M aggregate

If we are selected, we are able to provide all required certificates of insurance.



RESOLUTION NO. 23-006

APPROVING AN AGREEMENT FOR RECRUITMENT SERVICES, BY AND BETWEEN
THE CITY OF ROSEVILLE AND COOPERATIVE PERSONNEL SERVICES DBA CPS HR
CONSULTING, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON
BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, an Agreement for Recruitment Services, by and between the City of
Roseville and Cooperative Personnel Services dba CPS HR Consulting, 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
_____, 2023, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

AGREEMENT FOR RECRUITMENT SERVICES

THIS AGREEMENT is made and entered into this ____ day of _____, 20__, by and between the City of Roseville, a municipal corporation (“CITY”), and the recruitment firm Cooperative Personnel Services dba CPS HR Consulting, a California Joint Powers Authority (“RECRUITER”); and

WITNESSETH:

WHEREAS, CITY from time to time is in need of executive recruitment and search firms to provide recruitment and search services and assistance to the Roseville Human Resources Department (“HR”); and

WHEREAS, RECRUITER is willing to provide such services on a per recruitment task-based basis; and

NOW, THEREFORE, the Parties agree as follows:

1. Scope of Services and Duties. CITY retains RECRUITER to provide recruitment and search services from time to time upon the request of HR to advise, assist, and search for candidates for CITY employment, as more fully described in EXHIBIT “A” attached hereto and incorporated herein by reference.

2. Specific Work Assignments. RECRUITER shall receive work assignments from HR on an as-needed basis. The work assignments shall generally be communicated by written notice from HR to RECRUITER. If a work assignment is communicated orally, RECRUITER shall provide a written confirmation to HR describing the work assignment. CITY reserves the right to unilaterally assign similar work to other recruitment firms, as it deems prudent, and the use of RECRUITER shall in no way be considered an exclusive agreement to provide or use similar services. CITY makes no specific guarantee of a minimum or maximum number of hours or amount of tasks, assignments, or services. The assignment of any work hereunder is expressly contingent upon the availability of funds.

3. Fees for Services. For services performed under this Agreement, CITY shall pay RECRUITER in accordance with the fee schedules and rates included in EXHIBIT “A” and that in no event, inclusive of any and all fees, costs, reimbursable expenses, or any other charge, shall any single assignment and recruitment exceed thirty-two thousand dollars (\$32,000).

4. Statements and Payments. RECRUITER shall provide invoices to the CITY for all fees and expenses. The invoice(s) shall be itemized to include the task completed and a description of the services performed. Invoices shall be considered due and payable upon receipt, and shall be overdue 30 days after receipt.

5. Term; Termination; Amendments. This Agreement shall be effective upon approval by the Roseville City Council and shall continue in effect for a period of five (5) years,

or until terminated by either Party. This Agreement may be terminated by CITY, with or without cause, at any time upon written notice. RECRUITER may terminate this Agreement only upon the consent of CITY or upon 60 days written notice. Upon termination, RECRUITER shall turn over all client files to CITY. There shall be no amendment or modification to this Agreement except by written agreement between the Parties.

6. Independent Contractor. RECRUITER, inclusive of its agents, officers, employees, volunteers, independent contractors, and subcontractors, shall act as an independent contractor, and covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of CITY by reason of this Agreement.

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

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

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

a. Form. RECRUITER 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. RECRUITER 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 RECRUITER. The additional insured coverage under the RECRUITER'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. RECRUITER 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. RECRUITER 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, RECRUITER shall require its subcontractors to agree to be bound to RECRUITER and CITY in the same manner and to the same extent as RECRUITER is bound to CITY under this Agreement. Additionally, RECRUITER 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. RECRUITER hereby agrees to waive subrogation which any insurer of RECRUITER may acquire from RECRUITER 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 RECRUITER, its employees, agents and subcontractors.

h. Liability/Remedies. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve RECRUITER 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.

8. Indemnification. To the fullest extent allowed by law, RECRUITER 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 RECRUITER'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.

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

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

9. Notice. All notices, invoices, reports or other communication required by this Agreement shall be properly given if delivered in person, or sent by first class mail, facsimile, or overnight delivery to the following addresses:

CITY:

Human Resources Department
311 Vernon Street
Roseville, CA 95678

RECRUITER

Melissa Asher, Senior Practice Leader,
Products & Services
2450 Del Paso Road, Suite 220
Sacramento, CA 95834

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

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

RECRUITER 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. 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.

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

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

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

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

16. Copyright, Ownership and Use of Materials. All tangible 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, RECRUITER hereby assigns to CITY all right, title, and interest, including but not limited to all copyrights, in all Material created by RECRUITER 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 RECRUITER is, and shall remain, the property of CITY.

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

17. Records. RECRUITER 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, RECRUITER 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 RECRUITER'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. RECRUITER shall include the provisions in its contracts with all subcontractors.

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

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

20. 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.

21. Integrated Agreement. This is an integrated Agreement and contains all of the terms, considerations, understandings and promises of the Parties. It shall be read as 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 RECRUITER has caused this Agreement to be executed.

CITY OF ROSEVILLE, a
municipal corporation

COOPERATIVE PERSONNEL
SERVICES dba CPS HR CONSULTING,
a California Joint Powers Authority

BY: _____
DOMINICK CASEY
City Manager

BY:  _____
its: Senior Leader

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

ATTEST:

and

BY: _____
CARMEN AVALOS
City Clerk

BY: _____ n/a
its: _____

APPROVED AS TO FORM:

BY: _____
MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUBSTANCE:

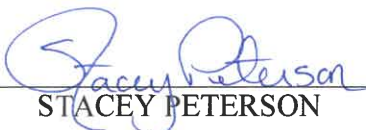
BY:  _____
STACEY PETERSON
Human Resources Director

EXHIBIT “A”

September 26, 2022

City of Roseville
Attn: City Clerk Department
311 Vernon Street
Roseville, CA 95678

Submitted via email to: cityclerkroseville@roseville.ca.us

Subject: On-Call Executive Search Firms/Recruitment Consultants

CPS HR Consulting (CPS HR) is pleased to have the opportunity to submit a proposal to assist the City of Roseville (City) with on-call executive search and recruitment services. We are uniquely qualified to undertake this effort as we have vast experience in assisting public agencies with executive search, screening, and placement.

We understand that each agency is unique, and our extensive experience allows us to tailor our process to specifically meet your needs. Our work with local government agencies throughout the United States gives us an in-depth understanding of government operations, programs, and services.

CPS HR offers a broad spectrum of human resource services while delivering personalized, results-oriented services, utilizing best practice methods of recruitment and selection strategies from our team of recruitment experts. Each recruitment is an opportunity to shape and prepare your organization for the future. We understand how important this transition is for you and are perfectly placed to assist you in this endeavor. Once this project begins, we will work with the City to tailor our process to highlight this exciting opportunity and attract the best possible candidates.

Contact Person Authorized to Sign Contracts	Contact Information (Address, Phone, and Email)
Melissa Asher, Senior Practice Leader of Products and Services	Physical: 2450 Del Paso Road, Suite 220, Sacramento, CA 95834 Mailing: 2450 Del Paso Road, Suite 160, Sacramento, CA 95834 (916) 471-3358; masher@cpshr.us

CPS HR will perform the services and adhere to the requirements described in the RFP, including any additional information provided in addendum #1. It is our commitment to work in partnership with your organization to a successful result.

Thank you for the opportunity to be considered for this assignment. This proposal is valid for a period of 90 days from the submittal due date of September 26, 2022. Should you have questions or comments about the information presented in this proposal, **please contact me at masher@cpshr.us or (916) 471-3358.**

Sincerely,



Melissa Asher, Senior Practice Leader, Products and Services

TAB A – Firm’s Qualifications

About CPS HR Consulting

CPS HR Consulting has been assisting organizations with their talent management needs for over 35 years. We have unique expertise in delivering HR management and consulting services, employment testing, and assessment services to government agencies throughout North America. Our core competency is its knowledge of and expertise in the public sector.



CPS HR offers clients a comprehensive range of competitively priced services, all of which can be customized to meet your organization’s specific needs. We are committed to supporting and developing strategic organizational leadership and human resource management in the public sector. We offer expertise in the areas of organizational strategy, recruitment and selection, training and development, and organization and workforce management.

CPS HR occupies a unique position among its competitors in the field of government consulting; as a Joint Powers Authority, whose charter mandates that we serve only public sector clients, we actively serve all government sectors including Federal, State, Local, Special Districts, Higher Education, and Non-Profit Organizations. This singular position provides CPS HR with a systemic and extensive understanding of how each government sector is inter-connected to each other and to their communities. That understanding, combined with our knowledge of public and private sector best practices, translates into meaningful and practical solutions for our clients’ operational and business needs.

With more than 85 full-time employees as well as 200+ project consultants and technical experts nationwide, CPS HR delivers breakthrough solutions that help public sector organizations impact the communities they serve. **CPS HR has worked with more than 1,200 government and public/non-profit clients throughout the United States and Canada.**

Our headquarters are located in Sacramento, California. We have regional offices in Austin, TX; Littleton, CO; and Orange County, CA.

Recruitment Experts

CPS HR specializes in the recruitment and selection of key professionals for cities, counties, special districts, and non-profits. Working in partnership with the governing body or selection team, we develop customized search strategies that focus on locating and recruiting qualified candidates who match the agency's unique needs. **We do not use subcontractor for these services.** Our wealth of recruitment experience has been gained through *more than 20 years* of placing top and mid-level executives in public agencies throughout the United States.

- **Unmatched Recruitment Experience for Government Agencies.** CPS HR has extensive experience in recruiting executive-level professionals for public agencies across the United States. As a public agency ourselves, we understand how to work with and within government. Our understanding of public sector culture and policy uniquely sets us apart from our competitors.
- **Focus on Diversity Recruiting.** In the past three years, 57% of the candidates placed by CPS HR are female, members of ethnic minorities or both. To continue this trend, CPS HR is constantly assessing the best methods for reaching the broadest network of possible candidates. To that end, we have just signed a contract with Zoom Info, a new sourcing platform, which includes a diversity sourcing filter.
- **Seasoned Executive Recruiters.** Our recruiters possess a high level of expertise in recruiting and placing executive-level professionals. Our staff of experts includes an exceptional group of full-time employees as well as a full complement of subject matter experts, intermittent employees, and part-time employees with a variety of public and private sector experience.
- **Detailed Needs Assessments.** We conduct a detailed needs assessment to identify 1) future organizational direction; 2) challenges facing the position; 3) the working style and organizational climate; and 4) required core and job specific competencies as well as personal and professional characteristics.
- **Success Recruiting Non-Job Seeking Talent.** We recognize that the very best candidates for some types of positions may not be looking for a career change, therefore, our recruitment team takes a very aggressive approach to identify and recruit such candidates.
- **Vast Pool of Public Agency Contacts.** CPS HR maintains a database of candidates and an extensive network of external resources to leverage for executive-level positions. We utilize our vast pool of public and non-profit contacts to deliver a strong list of competitive candidates who will be well prepared to assist you in the accomplishment of your specific mission and goals.
- **Satisfied Clients.** *Our executive search client satisfaction rating averages 4.6 on a scale of 5.* While many companies talk about client satisfaction, how many measure the impact of that through assessing client satisfaction by distributing written surveys and tying the results of these surveys to their performance management system? CPS HR Consulting does. A client satisfaction survey is sent at the end of every engagement requesting feedback on the quality of our staff, deliverables, and the overall consulting relationship.

TAB C: Qualifications of Team

Our Recruiting Team

Project Managers

CPS HR has assembled a strong project team, with each member selected for his/her specific expertise, experience working in the public sector and professionalism. We have selected **Ms. Pamela Derby** to be the Project Manager for **Executive level** recruitments and **Ms. Christina Peacock** to be the Project Manager for **Middle Management/Specialized** level recruitments. They will serve as the main point of contacts for the City coordinating all aspects of each project including the project staff, finalizing project plans and deliverables, organizing and securing resources, managing communications, monitoring project progress, resolving any problems, and ensuring timely and successful completion of the engagement.

Consultants and Roles

CPS HR has a uniquely qualified team of professionals to assist the City with recruitments. Ms. Derby will be joined by Executive Recruiters, **Andrew Nelson, Kylie Wilson, David Niemeyer, Fatima Nukic,** and **Rachael Danke**. Ms. Peacock will be joined by Principal Consultant, **Lisa Conner**, and Senior Consultants, **Michelle Pellegrino** and **Debbie Gutman**. Our team of professionals have decades of combined experience in providing recruitment and selection services. We are committed to meeting the highest professional standards of quality. Each of the team members has broad and deep experience in public sector and are readily available to assist the City with this project. Brief biographies of Project Staff are provided under *the following organizational graph*.

We are committed to providing each of our clients the same level of service excellence, and we take great care not to take on more work than this commitment allows. **We will not utilize subcontractors for these services.**

TAB D: Recruitment Understanding

Key Stakeholder Involvement

The Hiring Authority on behalf of the City of Roseville must be intimately involved in the recruitment and selection process. Our approach assumes their direct participation in key phases. At the discretion of the Hiring Authority, other key stakeholders may also be invited to provide input for the development of the candidate profile.

City's Needs

A critical first step in a successful search is for the Hiring Authority to define the professional and personal qualities required of the Incumbent. CPS HR has developed a very effective process that will permit the Hiring Authority to clarify the preferred future direction for the City; the specific challenges the City is likely to face in achieving this future direction; the working style and organizational climate the Hiring Authority wishes to establish with the Incumbent; and ultimately, the professional and personal qualities required of the Incumbent.

Commitment to Communication

Throughout the recruitment and selection process, we are strongly committed to keeping you fully informed of our progress. We will collaborate with you to provide updates on the status of the recruitment via your preferred method of communication (phone conference, email, etc.).

We place the highest level of importance on customer service and responding in a timely manner to all client and candidate inquiries. Our previous clients and candidates have expressed a sincere appreciation for our level of service and responsiveness to the management of the recruitment process. As a result, we have many long-term relationships with clients that have led to opportunities to assist them with multiple recruitments.

Aggressive, Proactive, and Robust Recruitment

We take an aggressive approach in identifying and recruiting the best available candidates. There are those candidates who would gladly rise to the professional challenge and apply for positions within your organization; however, some of the best candidates are often not actively seeking a new position and may only consider a change once we present them with your opportunity.

Evoking the sense of vision and opportunity in qualified persons is among the responsibilities of CPS HR, and we pride ourselves in our efforts to reach the best available potential candidates. We directly email the outreach brochure, post messages, and connect with potential candidates on business media such as LinkedIn, and of course, pick up the phone and call qualified individuals and referral sources.

Recruitment Process

As a public agency, CPS HR conducts only public sector recruitments, and has done so for the past 20+ years. We have conducted recruitments for jurisdictions from 5,000 to 10,000,000. Examples include our recently completed recruitments for the City of Littleton CO.

Earlier this year, CPS HR was retained by the City to conduct their City Manager search. Our process included individual conversations with each Council member, the Mayor, and all department heads to ascertain the attributes they were seeking in a new City Manager. In addition, we conducted discussions with several external stakeholders identified by the City Council and deployed an online survey that was made available to all staff and the public at large. This information was used to create an attractive recruitment brochure.

During the four-week marketing period, ads were placed on 12 applicable job site boards and an initial e-mail blast was sent to approximately 7,100 city management professionals. Follow-up contacts were then made with referral sources and individuals we considered to be a good fit for the ideal candidate attributes identified by the City. In all, there were 78 applicants. We then conducted comprehensive screening interviews with 16 candidates who most closely matched the City's profile. Media checks were conducted on all of the candidates chosen for screening. Of those 16, seven individuals were recommended for further consideration by the City Council.

CPS HR facilitated virtual interviews for those seven candidates with both the City Council and the leadership team. We assisted with the creation of questions and evaluation materials, the scheduling of candidates, preparing the panel members to conduct the interviews, and facilitating the debrief sessions and ranking of the candidates. Three candidates were identified out of this process as finalists. Reference checks were then conducted on each of the three finalists with prior supervisors, direct reports and colleagues.

A final two-day process was held in Littleton that included interviews with the leadership team, a community panel, and a panel of city managers, a staff meet and greet, community meet and greet, individual interviews with Council, and a collective interview with Council. CPS HR facilitated this entire process and produced all evaluation materials. After the Council identified a top candidate, CPS HR conducted a final background check and assisted with employment agreement negotiations. The success of this process lead the City to retain CPS HR to then conduct the recruitment for the Human Resources Director.

In addition to our standard process, CPS HR strives to attract the most highly qualified, diverse candidate pool possible. We are pleased that our diligent efforts have resulted in more than 57% of our executive level placements being people of color and/or female candidates within the past three years.

An excellent example of this was our recruitment for the Human Resources Manager for the Puget Sound Clean Air Agency (PSCAA). Several years ago, the City of Seattle instituted their Race and Social Justice Initiative. As a collaborating agency, PSCAA is committed to ensuring this policy is reflected in their hiring practices. While it is standard for CPS HR to research demographics and use that information in our outreach processes, we developed an outreach plan that went a

bit beyond our normal efforts. For example, we placed advertisements in several non-traditional publications including the Northwest Asian Weekly, Seattle Chinese Post, Seattle Chinese Times, and La Raza NW. In addition, we reached out to tribal nations throughout the state. This aggressive approach resulted in an applicant pool of 75 candidates – 66% female (typical for an HR position); 8% Asian; 11% Latino; 16% African American and 65% Caucasian. Our finalist candidate pool included two African American males, one African American female, two Latino females, one Asian female, one Caucasian female and one white male. PSCAA was extremely pleased with the results of the process and appointed a highly qualified Latino female who has served the agency in an exceptional manner.

TAB E: Project Plan

Scope of Work

Our proposed process is designed to provide the City of Roseville with the full range of services required to ensure the ultimate selection of a new hire uniquely suited to the City's needs. We offer three levels of service:

- Full Recruitment – All Phases I-III
- Partial Recruitment – Phase I and II
- Outreach Only Services

The phases are described below.



PHASE I – Strategic Recruitment Plan

The first step in this engagement is a thorough review of the City's needs, culture, and goals; the recruitment and selection process; and the schedule. CPS HR is prepared to meet with key stakeholders to obtain input in developing the ideal candidate profile and to assist us in understanding key issues and challenges. Activities for this phase at each recruitment level will include:

Executive Search

- Foster client collaboration.
- Create a tailored plan for your agency and unique position.
- Review of job duties and compensation for marketability.
- Define ideal candidate profile with Hiring Authority and key stakeholders.
- Identify testing/assessment needs.
- Conduct stakeholder engagement (surveys, focus group, community meetings).
- Leadership assessment

Middle Management/Specialized

- Foster client collaboration.
- Create a tailored plan for your agency and unique position.
- Review of job duties and compensation for marketability.
- Define ideal candidate profile with Hiring Authority and key stakeholders.
- Identify testing/assessment needs.

PHASE II – Marketing and Applicant Screening

The recruitment process is tailored to fit the City's specific wants and needs, with targeted advertising, combined with personal contacts with qualified individuals from our extensive database.

CPS HR will prepare, submit for your approval, and publish advertisements in appropriate magazines, journals, newsletters, job bulletins, and websites to attract candidates on a nationwide, regional, local, or targeted basis based on the recruitment strategy. CPS HR is focused on reaching a diverse candidate pool and would recommend publications/websites that are targeted to minority and female candidates.

CPS HR would execute the following tasks for this phase at each recruitment level including:

Executive Search

- Create an attractive and informative electronic flip book type of brochure to market the position.
- Conduct targeted research to identify ideal passive candidates.
- Execute active and passive sourcing of candidates through e-mail, phone, and social media.
- Devise advertising & marketing strategy.
- Develop innovative media campaigns.
- Review applicant resumes and ensure minimum qualifications are met utilizing client's applicant tracking system or CPS HR's applicant tracking system.
- Facilitate comprehensive screening interviews.

Middle Management/Specialized

- Create a two-page to four-page colored brochure.
- Identify advertising sources.
- Coordinate advertising placements.
- Create targeted marketing campaigns.
- Conduct active and passive sourcing of candidates through e-mail, phone, and social media.
- Review applicant resumes and ensure minimum qualifications are met utilizing the City's applicant tracking system or CPS HR's applicant tracking system, NEOGOV.
- Develop and administer secondary rated screening.
- Provide list of qualified candidates.

PHASE III – Selection

CPS HR will design a selection process based on information gathered in Phase I. We will meet with the City to review this process and discuss the City's preferred approach in assessing the final candidates.

We can coordinate all aspects of the selection process for the City. This includes preparing appropriate materials such as interview questions, evaluation manuals, and other assessment exercises; and facilitating the interviews.

CPS HR will be available to complete the following components of this phase at each recruitment level:

Executive Search

- Develop and facilitate all required selection processes including development of interview questions and/or assessments.
- Coordinate all candidate communication and scheduling.
- Train interview panel and handle onsite facilitation of interview process.
- Execute extensive background and reference checks.
- Provide assistance with contract negotiation.
- Facilitate appointment of selected candidate.
- Prepare a written report that summarizes the results of the recruitment process.

Middle Management/Specialized

- Develop interview questions and/or other requested selection tools.
- Develop and facilitate training of interview panel for the City's interview process.
- Coordinate all candidate communication and scheduling.
- Facilitate hiring interview process.
- Conduct professional reference checks available upon request.
- Facilitate appointment of selected candidate upon request.
- Prepare a written report that summarizes the results of the recruitment process

Outreach Services

Task 1 - Review and Finalize the Recruitment Process and Schedule

The first step in this engagement is a thorough review of the following with the Hiring Authority:

- Understand City's needs, culture, and goals.
- Discuss recruitment outreach process efforts to date, so we complement rather than duplicate efforts.
- Develop a schedule aligned with the recruitment process.

This will ensure that City's needs are met in the most complete manner possible.

Task 2 - Candidate Profile and Recruitment Strategy Development

This task will be accomplished during a discussion involving the relevant City stakeholders and CPS HR. It will result in the identification of the personal and professional attributes required for the position and will include the following activities:

- Development of a recruitment brochure, inclusive of photos that will highlight the unique benefits and favorable conditions that would attract a new incumbent. In this way, we can draw attention to the reasons why your position and region would be a great opportunity for a candidate.
- CPS HR will identify and provide City with a list of suggested advertising sources which may not have been considered previously to reach the best candidates.

CPS HR is focused on reaching a diverse candidate pool and would recommend publications/websites that are targeted to minority and female candidates.

Task 3 - Targeted Outreach

CPS HR will prepare an email distribution list containing prospective candidates and referral sources gleaned from our database and new research in targeted regional areas as well as with other public sector organizations. This will include a regional and statewide search. These individuals will receive a link to the recruitment brochure, along with a personal invitation to contact CPS HR should they have any questions about the position.

Based upon CPS HR's research and contact with prospective candidates, including the use of LinkedIn, CPS HR will also make personal phone calls to prospective applicants we identify as the most promising based on the candidate profile and requirements of the position.

Task 4 – Report

CPS HR will prepare a report summarizing all outreach activities. The report will contain a listing of all advertisements placed as well as all active and passive outreach efforts completed inclusive of how many candidates were targeted in each effort.

Project Timeline

The project team CPS HR has selected is prepared to begin work upon receipt of a fully-executed contractual agreement. Dependent on the recruitment level selected, recruitment and selection activities can be completed in two to four months. The precise schedule will depend on the placement of advertising in the appropriate professional journals, and the ability to schedule, as quickly as possible, the initial client kick off meeting. A proposed schedule of major milestones is presented below.

Full Recruitment Timeline:

Task Name	Phase I			Phase II								Phase III				
Weeks	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Executive Search																
Middle Management/ Specialized																

Partial Recruitment Timeline:

Task Name	Phase I			Phase II						
Weeks	1	2	3	4	5	6	7	8	9	10
Executive Search										
Middle Management/ Specialized										

TAB F – Cost Proposal

Professional Services

Our professional **fixed fee** covers all CPS HR services associated with the recruitment process selected (**Outreach Only, Partial Recruitment or Full Recruitment**), including the necessary field visits. Travel expenses for candidates who are invited forward in the interview process are not included in our current price proposal.

Service	Pricing
Full - Executive Recruitment*	\$25,000 Flat Fee
Partial - Executive Recruitment	\$19,000 Flat Fee
Full – Middle Management/Specialized	\$19,000 Flat Fee
Partial – Middle Management/Specialized	\$16,000 Flat Fee
Outreach Only	\$3,500 Flat Fee
Outreach Only Plus Brochure	\$5,000 Flat Fee (includes brochure)
Outreach Plus Advertising	\$7,500 Flat Fee (includes brochure and direct advertising)

**Professional fees would be billed and paid monthly.*

Optional Expense for Middle Management/Specialized Recruitments

The client has the option to utilize CPS HR Consulting's applicant tracking system, NEOGOV, to run their recruitment. The cost for utilizing this system is \$1,000 per recruitment. The client will have user access to be able to view candidate contact and application information. Additionally, CPS HR can export candidate data to allow the client to upload necessary information into their systems.

RESOLUTION NO. 23-007

APPROVING AN AGREEMENT FOR RECRUITMENT SERVICES, BY AND BETWEEN
THE CITY OF ROSEVILLE AND GALLAGHER BENEFIT SERVICES, INC., AND
AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF
THE CITY OF ROSEVILLE

WHEREAS, an Agreement for Recruitment Services, by and between the City of
Roseville and Gallagher Benefit Services, 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
_____, 2023, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

AGREEMENT FOR RECRUITMENT SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 20__, by and between the City of Roseville, a municipal corporation ("CITY"), and the recruitment firm Gallagher Benefit Services, Inc., a Delaware corporation ("RECRUITER"). CITY and RECRUITER are referred to in this Agreement individually as "Party" and collectively as "Parties".

WITNESSETH:

WHEREAS, CITY from time to time is in need of executive recruitment and search firms to provide recruitment and search services and assistance to the Roseville Human Resources Department ("HR"); and

WHEREAS, RECRUITER is willing to provide such services on a per recruitment task-based basis; and

NOW, THEREFORE, the Parties agree as follows:

1. Scope of Services and Duties. CITY retains RECRUITER to provide recruitment and search services from time to time upon the request of HR to advise, assist, and search for candidates for CITY employment, as more fully described in EXHIBIT "A" attached hereto and incorporated herein by reference.

2. Specific Work Assignments. RECRUITER shall receive work assignments from HR on an as-needed basis. The work assignments shall generally be communicated by written notice from HR to RECRUITER. If a work assignment is communicated orally, RECRUITER shall provide a written confirmation to HR describing the work assignment. CITY reserves the right to unilaterally assign similar work to other recruitment firms, as it deems prudent, and the use of RECRUITER shall in no way be considered an exclusive agreement to provide or use similar services. CITY makes no specific guarantee of a minimum or maximum number of hours or amount of tasks, assignments, or services. The assignment of any work hereunder is expressly contingent upon the availability of funds.

3. Fees for Services. For services performed under this Agreement, CITY shall pay RECRUITER in accordance with the fee schedules and rates included in EXHIBIT "A" and that in no event, inclusive of any and all fees, costs, reimbursable expenses, or any other charge, shall any single assignment and recruitment exceed thirty-two thousand dollars (\$32,000).

4. Statements and Payments. RECRUITER shall provide invoices to the CITY for all fees and expenses. The invoice(s) shall be itemized to include the task completed and a description of the services performed. Invoices shall be considered due and payable upon receipt, and shall be overdue 30 days after receipt.

5. Term; Termination; Amendments. This Agreement shall be effective upon approval by the Roseville City Council and shall continue in effect for a period of five (5) years, or until terminated by either Party. This Agreement may be terminated by CITY, with or without cause, at any time upon written notice. RECRUITER may terminate this Agreement only upon the consent of CITY or upon 60 days written notice. Upon termination, RECRUITER shall turn over all client files to CITY. There shall be no amendment or modification to this Agreement except by written agreement between the Parties.

6. Independent Contractor. RECRUITER, inclusive of its agents, officers, employees, volunteers, independent contractors, and subcontractors, shall act as an independent contractor, and covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of CITY by reason of this Agreement.

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

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

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

a. Form. RECRUITER 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. RECRUITER shall also provide a separate endorsement form or section of the policy showing CITY, its officers, agents, employees and volunteers as additional insureds for the Commercial General Liability. Such insurance shall specifically cover the negligence tort liability of RECRUITER. The additional insured coverage under the RECRUITER's Commercial General Liability 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. Any cancelled or non-renewed policy will be replaced with no coverage gap and a current Certificate of Insurance will be provided to the CITY.

d. Umbrella/Excess Insurance. The limits of insurance required in this Agreement may be satisfied by a combination of primary and excess insurance.

e. Subcontractors. RECRUITER 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, RECRUITER shall require its subcontractors to agree to be bound to RECRUITER and CITY in the same manner and to the same extent as RECRUITER is bound to CITY under this Agreement. Additionally, RECRUITER 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.

CITY reserves the right to obtain a full certified copy of any insurance endorsements. The failure to exercise this right shall not constitute a waiver of such right.

g. Waiver of Subrogation. RECRUITER hereby agrees to waive subrogation which any insurer of RECRUITER may acquire from RECRUITER 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 RECRUITER, its employees, agents and subcontractors.

h. Liability/Remedies. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve RECRUITER 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.

8. Indemnification. To the fullest extent allowed by law, RECRUITER 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 RECRUITER'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.

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

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

9. Notice. All notices, invoices, reports or other communication required by this Agreement shall be properly given if delivered in person, or sent by first class mail, facsimile, or overnight delivery to the following addresses:

CITY:

Human Resources Department
311 Vernon Street
Roseville, CA 95678

RECRUITER

Frank Rojas, Recruitment Manager
2835 Seventh Street
Berkeley, CA 94710

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

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

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

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

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

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

16. Copyright, Ownership and Use of Materials. All tangible 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, RECRUITER hereby assigns to CITY all right, title, and interest, including but not limited to all copyrights, in all Material created by RECRUITER 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 RECRUITER is, and shall remain, the property of CITY. However, RECRUITER shall retain sole and exclusive ownership of all right, title, and interest in, and to, its intellectual property and derivatives thereof which no data or Confidential Information of the CITY was used to create and which was developed entirely using RECRUITER's own resources, including any and all pre-existing or independently developed know-how, methods, processes and other materials prepared by RECRUITER. To the extent RECRUITER's intellectual property is necessary for the CITY to use the deliverables, provided under this Agreement, RECRUITER grants to CITY a non-exclusive, royalty-free license to RECRUITER's intellectual property solely for CITY's use of such deliverables.

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

17. Records. RECRUITER 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, RECRUITER 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 RECRUITER'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. RECRUITER shall include the provisions in its contracts with all subcontractors.

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

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

20. 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.

21. Integrated Agreement. This is an integrated Agreement and contains all of the terms, considerations, understandings and promises of the Parties. It shall be read as 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 RECRUITER has caused this Agreement to be executed.

[SIGNATURES ON FOLLOWING PAGE]

CITY OF ROSEVILLE, a
municipal corporation

GALLAGHER BENEFIT SERVICES,
INC., a Delaware corporation

BY: _____
DOMINICK CASEY
City Manager

BY: Georg S. Krammer
its: Managing Director
Georg S. Krammer
and

ATTEST:

BY: _____
CARMEN AVALOS
City Clerk

BY: _____
its: _____

APPROVED AS TO FORM:

BY: _____
MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUBSTANCE:

BY: Stacey Peterson
STACEY PETERSON
Human Resources Director

EXHIBIT “A”



September 26, 2022

City of Roseville
Attn: City Clerk Department
311 Vernon Street,
Roseville, CA 95678

Dear City Clerk Department,

Thank you for the opportunity to submit our proposal in response to RFP #11-015 - On-Call Executive Search Firms/Recruitment Consultants, to assist the City of Roseville with Executive Recruitment services. We are excited about the possibility of developing this partnership and supporting the City with upcoming executive searches. Koff & Associates (K&A) Recruiting, a Gallagher company, is uniquely qualified based on over 37 years of assisting public agencies with finding and placing candidates dedicated to public service.

Our unique selling proposition lies in K&A Recruiting's experience supporting public sector clients in California and throughout the USA. Through our investment in modern recruitment technology, we offer forward-thinking services that not only provide advanced extensive sourcing and outreach but allow us to tell the story of each project through easy-to-understand data.

Conducting countless executive search efforts has made K&A Recruiting an expert in identifying, targeting, recruiting, and successfully placing women and minority candidates in many of our recruitments. Diversity recruiting is an area of focus, and our firm has a vast pool of resources at our fingertips to provide outreach on an industry-wide basis to the public and private sector for qualified candidates nationwide. We pride ourselves on transparency, flexibility, and quality work.

We acknowledge the requirements outlined in the RFP, as well as Addendum 1 issued on September 9, 2022.

As K&A's Recruitment Manager, I can answer any questions you may have. You can reach me at (510) 495-0448 or frojas@koffassociates.com.

Sincerely,

Frank Rojas
Recruitment Manager

TAB A: FIRM'S QUALIFICATIONS

BUSINESS INFORMATION

Koff & Associates ("K&A") is a full spectrum, public-sector human resources and recruiting services firm founded by Gail Koff in 1984 and has been assisting cities, counties, special districts, other public agencies, and non-profit organizations.

As of April 30, 2021, we merged with Arthur J. Gallagher and are now officially a Gallagher Division. Our headquarters are in Berkeley, CA, and we have satellite offices in Southern California, the Central Valley, the Sacramento Region, and the Western US Region. GALLAGHER BENEFIT SERVICES, INC. is our legal name. It is a Delaware company, and the FEIN is 36-4291971.

EXPERIENCE AND QUALIFICATIONS

With 37 years of HR experience, K&A Recruiting knows public sector employment inside and out. We are familiar with public sector organizational structures, agency missions, operational and budgetary requirements, and staffing expectations. Our team is ready to support you at any level you wish – providing sourcing expertise, full-cycle recruitment at the start of your search through the start date of your newest employee, and everything in between.

We build enduring relationships	K&A Recruiting provides personal attention to and creates long-term relationships with our clients. Because we care about and understand your organization's people, culture, leadership, and unique needs, we identify highly qualified candidates to support your goals.
We value strength in diversity	We source top talent reflective of the communities you serve. With our focus on inclusion, networking and partnering with minority-based associations, utilizing bias-reducing tools, and drawing from our own employees' certification training, we are leaders in public sector Diversity and Inclusion.
We leverage innovative search technology	K&A Recruiting uses advanced programs and unique sourcing methods to identify candidates which traditional recruiting strategies might have missed. We continuously gather and analyze important data points and are always looking ahead at how we can use information technology to better serve you.

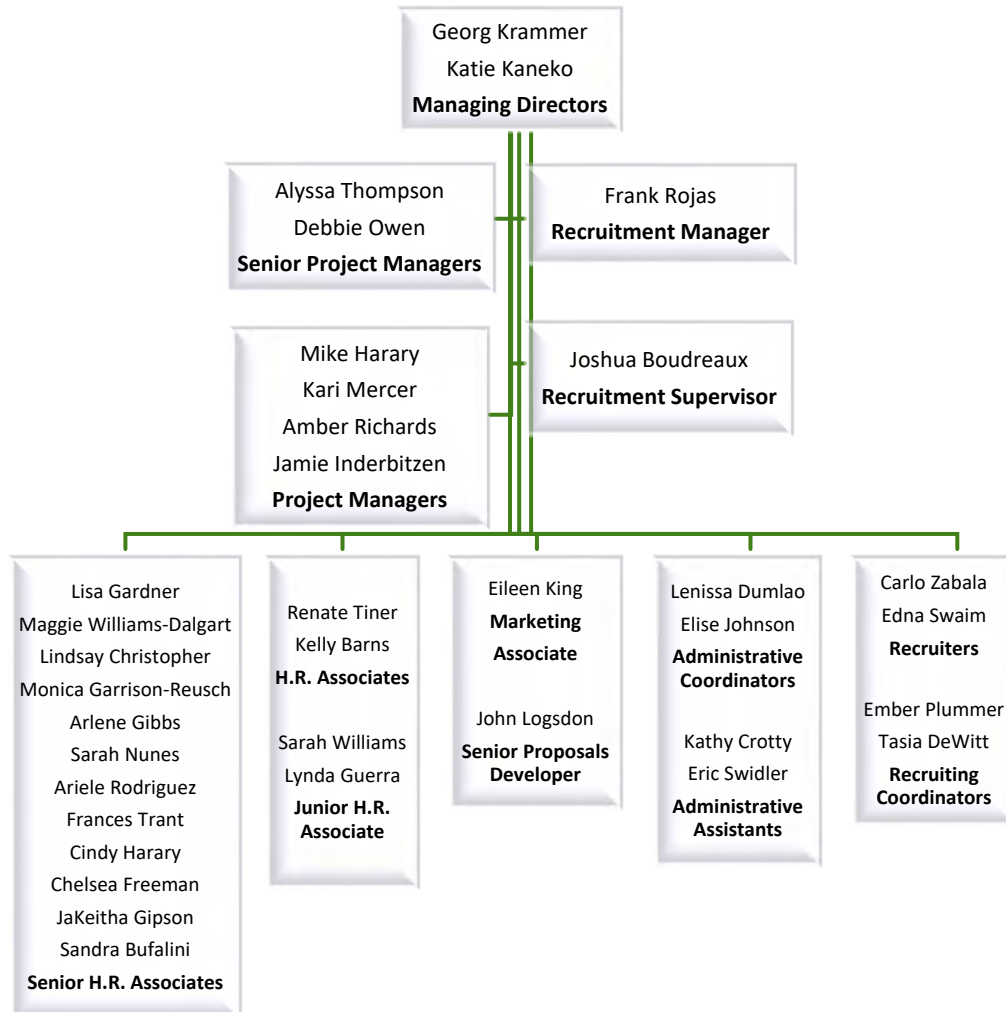
Our long list of clients indicates our firm's reputation as a quality organization that produces comprehensive, sound, and cost-effective results. K&A Recruiting is "hands on" and responsive with the ability and expertise to identify the ideal candidate(s) for the City of Roseville.

K&A Recruiting uses its vast network to leverage recommendations and referrals of past clients in combination with modern sourcing techniques and technology to build the best candidate pools in the market. We are a team of true recruiters with over 60 years of combined experience. Our work speaks for itself, and our primary goal is to provide professional and technical consulting assistance with integrity, honesty, and a commitment to excellence.



ORGANIZATIONAL CHART & INFORMATION

Our team consists of 36 employees as shown below in our organizational chart.



Over the last several years, our team has steadily grown from numbering in the twenties to the thirties. We expect continued increase in staffing and are actively hiring as business continues to grow. We merged with Arthur J. Gallagher and are now officially a Gallagher Division as of April 2021, and this gives us access to a huge additional network of professionals.



TAB D: RECRUITMENT UNDERSTANDING

RECRUITMENT PLAN

As we detail further in our Project Approach/Methodology in the next section, our recruitments start with developing the profile for the ideal job candidate. We coordinate with the City in identifying and developing organizational needs, vision, mission, goals, strengths, challenges, opportunities, and culture of the organization. We align these to the knowledge, skills, and abilities as well as the personal and professional attributes required of and priorities for the new incumbent. After meeting(s) with the Hiring Authority, there will be a consensus of the key qualifications and characteristics of the position and the process, action plan, and timetable to be utilized for the recruitment process.

Following the development of the candidate profile, an eye-catching recruitment brochure will be professionally produced in coordination with the City's feedback. This brochure features the organizational structure and services of the City, its mission and goals, pertinent facts regarding the position, and necessary and desirable candidate qualifications.

At the request of the City, at this stage K&A can facilitate community surveys or community outreach forums to encourage feedback from residents. A report of resident comments will be provided prior to first-round interviews.

After the job is posted and begins being advertised, our team will identify prospects, provide each potential candidate the recruitment brochure, document interested candidates in our recruitment project database, and eventually produce a report for the City, including candidate documents, interview notes, and an outline of the recruitment process. This report serves to further narrow the pool to the most highly qualified and establish the best organizational fit of each potential finalist. This screening process is designed to assess personal and professional attributes the City has identified and will focus on each candidate's ability, technical competency, and fit with the City's values, culture, and needs.

Next, we assist in scheduling and preparation for second round interviews. We develop and help select a menu of questions that help analyze candidates' qualifications and management/work styles. We will facilitate all necessary communications between the City and candidates as needed to ensure everyone is well prepared. Interview questions will elicit information about each candidate's technical skill set, experience, leadership skills, adaptability, political astuteness, self-awareness, and other important aspects of the ideal candidate profile.

Questions, evaluation tools, and additional materials will be assembled in intuitive and user-friendly interview packets. We will use evaluation criteria agreed to by the City. We will provide oversight during the panel interview process and facilitate a focused discussion with the City and their chosen interview panel at the beginning and conclusion of the interviews to identify the most qualified candidate(s) for final interviews.

Finally, K&A Recruiting provides a thorough and quality reference and background check process for our clients. We start by calling candidates' employment and professional references and having an in-depth discussion, covering their strongest business characteristics, work style, interpersonal skills, and position-specific knowledge. All references will be documented and presented in a concise, user-friendly manner.

Background checks are conducted in coordination with a third-party firm to verify educational degrees and employment records, **and** to confirm clear driving records, criminal records, and financial history/credit. Reports can be tailored to clients' needs upon request. Safety for clients and their communities is our priority, so rest assured that we, as well as our background contract firm, meet or exceed relevant reporting requirements.

K&A Recruiting can facilitate and lead the negotiations of the final terms and conditions of employment, such as the compensation package, benefits, and other perquisites (perks). We will notify all candidates not selected as finalists for the position.



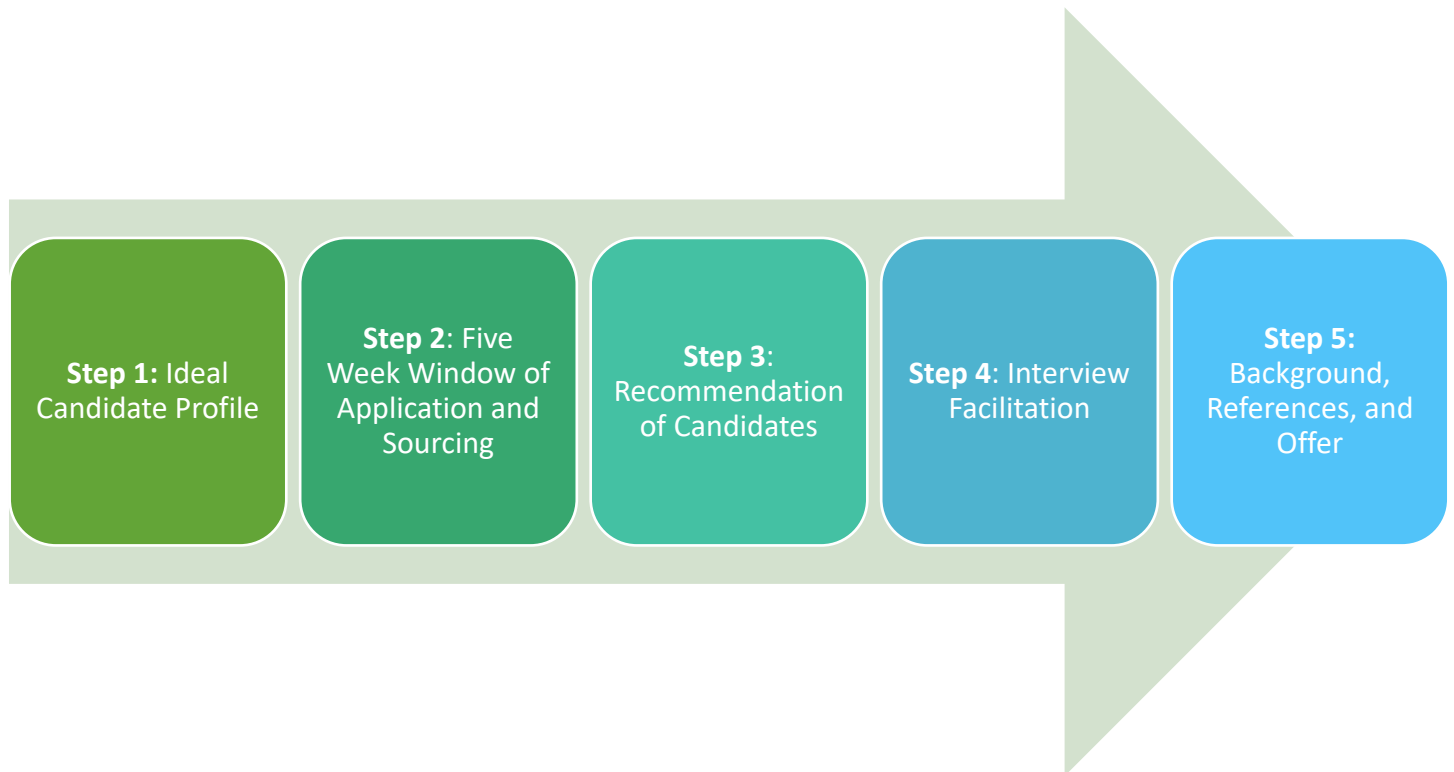
TAB E: PROJECT PLAN

PROJECT APPROACH/METHODOLOGY

Our philosophy ensures thorough, thoughtful, and strategic sourcing, evaluation, selection, and vetting of candidates. We reach out directly to potential candidates, referral sources, professional associations, and user groups, etc. by using business media, outreach emails, general advertising, and most importantly picking up the phone and actively calling passive applicants. This strategy also includes focused advertising on websites and in publications specific to women and minority candidates.

K&A Recruiting will provide weekly progress reports to the City and participate in conference calls and onsite meetings as requested.

We are responsible for ensuring compliance, adhering to, and maintaining all legally mandated documentation throughout the process.



Step 1: Ideal Candidate Profile

Developing the profile for the ideal job candidate for the position is crucial for a successful search process.

We will coordinate with the City in identifying and developing:

- The various organizational needs, vision, mission, goals, strengths, challenges, opportunities, and culture of the organization;
- Position competency requirements, i.e., knowledge, skills, and abilities;
- Personal and professional attributes required of and priorities for the new incumbent;
- Type of working relationship senior leadership desire with the new incumbent;
- Advertising strategies in conjunction with a national and/or regional outreach campaign;
- Compensation levels; and
- Schedule of deliverables from K&A Recruiting.

After meeting(s) with the City, there will be a consensus of the key qualifications and characteristics of the position and the process, action plan, and timetable to be utilized for the recruitment process.

Brochure Design & Posting

Following the development of the candidate profile, an eye-catching recruitment brochure will be professionally produced in coordination with the City's feedback. The brochure will highlight the strengths of the City of Roseville and the surrounding community. The brochure will feature the organizational structure and services of the City, its mission and goals, pertinent facts regarding the position, and necessary and desirable candidate qualifications.

Step 2: Five Week Window of Application & Sourcing

K&A Recruiting can, at the request of the City, facilitate community surveys or community outreach forums to encourage feedback from residents. A report of resident comments will be provided to the City prior to first-round interviews.

Our effort will include a variety of activities designed to build the best available candidate pool. Our techniques and methodologies allow us to source from extensive pools of potential candidates and referral sources.

In coordination with the City, K&A Recruiting will:

- Identify prospects;
- Provide each potential candidate with access to the recruitment brochure;
- Capture interested candidates in our recruitment project database; and
- Provide representative data to the City, including candidate documents, interview notes, and an outline of the recruitment process.



Step 3: Recommendation of Candidates

K&A Recruiting will provide the City with a report of the leading candidates to further narrow the pool to the most highly qualified and establish the best organizational fit of each potential finalist. This screening process is specifically designed to assess the personal and professional attributes the City has identified and will focus on each candidate's ability, technical competency, and fit with the City's values, culture, and needs. Our assessment will consist of:

- Experience and qualifications;
- Cultural fit based on our understanding of essential intangibles;
- Clarity of any issues identified in the submitted documents;
- Reasons for position interest,
- The level of commitment to the position and the organization; and
- Other issues, including salary requirements.

Step 4: Interview Facilitation

We will advise and develop interviewing strategies and a menu of questions that will help analyze candidates' qualifications and management/work styles. We will facilitate all necessary communications with the Hiring Authority and candidates to ensure everyone is well prepared.

Interview questions will elicit information about each candidate's technical skill set, experience, leadership skills, adaptability, political astuteness, self-awareness, and other important aspects of the ideal candidate profile.

Questions, evaluation tools, and additional materials will be assembled in intuitive and user-friendly interview packets. We will use evaluation criteria agreed to by the City.

The Project Manager will coordinate interviews, interview schedules, and finalize the process. We will provide oversight during the panel interview process and facilitate a focused discussion with the City at the beginning and conclusion of the interviews to identify the most qualified candidate(s) for final interviews.

Step 5: Background, References, and Offer

K&A Recruiting provides a thorough and quality reference and background check process for our clients. We start by calling candidates' employment and professional references and having an in-depth discussion, covering their strongest business characteristics, work style, interpersonal skills, and position-specific knowledge. All references will be documented and presented in a concise, user-friendly manner.

Background checks are conducted in coordination with a third-party firm to verify educational degrees and employment records and confirm clear driving records, criminal records, and financial history/credit. Reports can be tailored to clients' needs upon request. Safety for clients and their communities is our priority, so rest assured that we, as well as our background contract firm, meet or exceed relevant reporting requirements.

K&A Recruiting can facilitate and lead the negotiations of the final terms and conditions of employment, such as the compensation package, benefits, and other perquisites (perks). We will notify all candidates not selected as finalists for the position.

Project Schedule

The following is a typical schedule for conducting recruitment efforts. Search efforts for executive recruitments generally take twelve to fourteen (12-14) weeks to complete, allowing time for all steps of the process and client schedules.

Weeks	2	4	6	8	10	12	14
Step 1							
Step 2							
Step 3							
Step 4							
Step 5							

Recruiting Process During Covid-19 Crisis

We will work to counterbalance market forces and build a pipeline of potential candidates through strong marketing and branding efforts, including videos, job postings, and a social media campaign. Our ongoing communication with candidates helps with reputation and keeps them engaged; so, when there is an opportunity that matches their background, we reduce the time-to-hire. As always, communication is key. Candidates who experience a warm, communicative recruitment experience are more likely to maintain their interest and are more likely to feel welcomed into the organization. The recruitment experience is the first impression your employee receives and is a crucial factor in employee engagement and tenure.

We have embraced the virtual interview. The push into virtual technologies due to the pandemic was generally new for many public agencies. Our crystal ball tells us that virtual interviewing is not going away regardless of how the public sector world evolves going forward beyond the pandemic. Although virtual interviewing may have become necessary during this crisis, it is not a temporary strategy that should fall to the wayside; how we communicate in virtual interviews is essential and will continue to be as we move forward.

To conduct an effective virtual interview, simple steps can be taken to ensure a predictable and high-quality process. We will be clear on exactly how the interview process will go and what candidates should expect. We are savvy at navigating the technology and can help with technical challenges on the fly. Coaching panel members to maintain a professional demeanor during virtual interviews and eliminate smartphone or other competing screen distractions, just as you would in person, can also help the process.

K&A Recruiting Organizational Diversity Statement

This statement reaffirms our commitment to affirmative action efforts and providing equal employment opportunities to all employees and applicants for employment in accordance with equal opportunity and affirmative action laws.

We affirm our personal and official support of these policies, which provide that K&A Recruiting is committed to implementing the affirmative action policies, programs, and procedures included in this plan to ensure that employment practices are free from discrimination. Employment practices include but are not limited to the following: hiring, promotion, demotion, transfer, recruitment or recruitment advertising, layoff, disciplinary action, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. We will provide reasonable accommodation to applicants and employees with disabilities.



TAB F: COST PROPOSAL

PRICING PROPOSAL

Project

- Executive Recruitment Services

Professional Fee and Expenses

- Total not-to-exceed professional fee of \$25,000 per recruitment, which includes all professional services and expenses, including brochure development and design, advertising, printing and shipping, associated consultant travel if required, and background.
- Invoices will be billed monthly in four equal increments of \$6,250 per recruitment.

Note: Expenses do not include candidate travel.

Optional: Recruitment Video

In addition to the standard recruitment brochure, K&A can develop a Recruitment Video to better highlight the positive elements of the organization and community. These videos have proven to attract more job seekers and effectively expand the talent pool. Videos run approximately three-minutes in length and highlight the workplace environment, local landscape, and include interviews with selected staff. This video is optional and costs \$3,500.

Placement Guarantee

K&A Recruiting is committed to recommending only the most qualified candidates who meet all the necessary requirements and qualifications and are also a cultural fit for the City. We proactively recruit for each search effort until a successful candidate is placed.

Therefore, we promise to present to the City a selective pool of candidates that met or exceeded our standards during the thorough screening processes and have been identified as ideal matches for the position. Should the City disapprove of all final candidates or should none pass the final interview and reference check process, we will work to find a new slate of candidates at no added cost, with the possible exception of necessary advertising.

In addition, for full recruitments for executive and mid-management positions, should the incumbent leave the position or be terminated from employment within 12 months of hire due to performance issues, we commit to conducting a one-time additional executive search to identify a replacement and only charge related expenses as described in the Pricing Proposal.

Overall, K&A Recruiting's retention rate during the first 12 months of hire is robust and has been above 95% over the last 37 years.

GALLAGHER BENEFIT SERVICES, INC.

SECRETARY'S CERTIFICATE

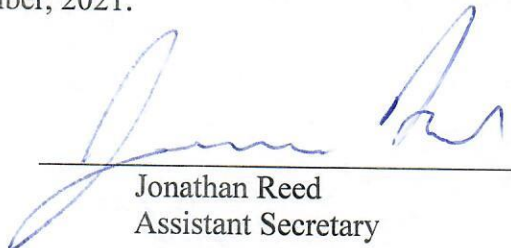
I, Jonathan Reed, do hereby certify that:

1. I am a duly elected Assistant Secretary of Gallagher Benefit Services, Inc., a Delaware corporation (the "Company") with its principal place of business at 2850 Golf Road, Rolling Meadows, Illinois;
2. In such capacity I have access to and am familiar with the corporate records of the Company; and
 - a. Catherine B. Kaneko is a Managing Director, employee and executive of the Company, is hereby empowered to execute, in the name of the Company, insurance, risk management consulting and benefits proposals and contracts with Company's clients in response to Requests for Proposals.
 - b. Georg S. Krammer is a Managing Director, employee and executive of the Company, is hereby empowered to execute, in the name of the Company, insurance, risk management consulting and benefits proposals and contracts with Company's clients in response to Requests for Proposals.

IN WITNESS WHEREOF, the undersigned has set her hand and affixed the seal of this corporation this 10th day of September, 2021.



[SEAL]


Jonathan Reed
Assistant Secretary

RESOLUTION NO. 23-008

APPROVING AN AGREEMENT FOR RECRUITMENT SERVICES, BY AND BETWEEN
THE CITY OF ROSEVILLE AND WBCP, INC., AND AUTHORIZING THE CITY
MANAGER TO EXECUTE IT ON BEHALF OF
THE CITY OF ROSEVILLE

WHEREAS, an Agreement for Recruitment Services, by and between the City of Roseville and WBCP, 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 _____, 2023, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

AGREEMENT FOR RECRUITMENT SERVICES

THIS AGREEMENT is made and entered into this ____ day of _____, 20__, by and between the City of Roseville, a municipal corporation (“CITY”), and the recruitment firm WBCP, Inc., an Oregon corporation (“RECRUITER”); and

WITNESSETH:

WHEREAS, CITY from time to time is in need of executive recruitment and search firms to provide recruitment and search services and assistance to the Roseville Human Resources Department (“HR”); and

WHEREAS, RECRUITER is willing to provide such services on a per recruitment task-based basis; and

NOW, THEREFORE, the Parties agree as follows:

1. Scope of Services and Duties. CITY retains RECRUITER to provide recruitment and search services from time to time upon the request of HR to advise, assist, and search for candidates for CITY employment, as more fully described in EXHIBIT “A” attached hereto and incorporated herein by reference.
2. Specific Work Assignments. RECRUITER shall receive work assignments from HR on an as-needed basis. The work assignments shall generally be communicated by written notice from HR to RECRUITER. If a work assignment is communicated orally, RECRUITER shall provide a written confirmation to HR describing the work assignment. CITY reserves the right to unilaterally assign similar work to other recruitment firms, as it deems prudent, and the use of RECRUITER shall in no way be considered an exclusive agreement to provide or use similar services. CITY makes no specific guarantee of a minimum or maximum number of hours or amount of tasks, assignments, or services. The assignment of any work hereunder is expressly contingent upon the availability of funds.
3. Fees for Services. For services performed under this Agreement, CITY shall pay RECRUITER in accordance with the fee schedules and rates included in EXHIBIT “A” and that in no event, inclusive of any and all fees, costs, reimbursable expenses, or any other charge, shall any single assignment and recruitment exceed thirty-two thousand dollars (\$32,000).
4. Statements and Payments. RECRUITER shall provide invoices to the CITY for all fees and expenses. The invoice(s) shall be itemized to include the task completed and a description of the services performed. Invoices shall be considered due and payable upon receipt, and shall be overdue 30 days after receipt.
5. Term; Termination; Amendments. This Agreement shall be effective upon approval by the Roseville City Council and shall continue in effect for a period of five (5) years, or until terminated by either Party. This Agreement may be terminated by CITY, with or without

cause, at any time upon written notice. RECRUITER may terminate this Agreement only upon the consent of CITY or upon 60 days written notice. Upon termination, RECRUITER shall turn over all client files to CITY. There shall be no amendment or modification to this Agreement except by written agreement between the Parties.

6. Independent Contractor. RECRUITER, inclusive of its agents, officers, employees, volunteers, independent contractors, and subcontractors, shall act as an independent contractor, and covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of CITY by reason of this Agreement.

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

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

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

a. Form. RECRUITER 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. RECRUITER 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 RECRUITER. The additional insured coverage under the RECRUITER'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. RECRUITER 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. RECRUITER 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, RECRUITER shall require its subcontractors to agree to be bound to RECRUITER and CITY in the same manner and to the same extent as RECRUITER is bound to CITY under this Agreement. Additionally, RECRUITER 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. RECRUITER hereby agrees to waive subrogation which any insurer of RECRUITER may acquire from RECRUITER 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 RECRUITER, its employees, agents and subcontractors.

h. Liability/Remedies. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve RECRUITER 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.

8. Indemnification. To the fullest extent allowed by law, RECRUITER 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 RECRUITER'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.

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

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

9. Notice. All notices, invoices, reports or other communication required by this Agreement shall be properly given if delivered in person, or sent by first class mail, facsimile, or overnight delivery to the following addresses:

CITY:

Human Resources Department
311 Vernon Street
Roseville, CA 95678

RECRUITER

Wendi Brown, Founder/President
P.O. Box 909
360 Riverside Avenue
Gold Hill, OR 97525

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

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

RECRUITER 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. 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.

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

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

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

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

16. Copyright, Ownership and Use of Materials. All tangible 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, RECRUITER hereby assigns to CITY all right, title, and interest, including but not limited to all copyrights, in all Material created by RECRUITER 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 RECRUITER is, and shall remain, the property of CITY.

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

17. Records. RECRUITER 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, RECRUITER 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 RECRUITER'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. RECRUITER shall include the provisions in its contracts with all subcontractors.

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

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

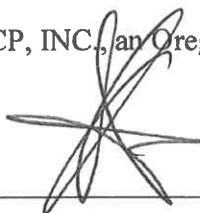
20. Severability. If any of the provisions contained in this Agreement are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.

21. Integrated Agreement. This is an integrated Agreement and contains all of the terms, considerations, understandings and promises of the Parties. It shall be read as 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 RECRUITER has caused this Agreement to be executed.

CITY OF ROSEVILLE, a
municipal corporation

BY: _____
DOMINICK CASEY
City Manager

WBCP, INC., an Oregon corporation

BY: _____
its: President

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

ATTEST:

BY: _____
CARMEN AVALOS
City Clerk

and

BY: _____
its: Secretary

APPROVED AS TO FORM:

BY: _____
MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUBSTANCE:

BY: Stacey Peterson
STACEY PETERSON
Human Resources Director

EXHIBIT “A”

I. COVER LETTER.....

September 26, 2022

City of Roseville
Attn: City Clerk Department
311 Vernon Street
Roseville, CA 95678



RE: RFP #11-015 On-Call Executive Search Firms/Recruitment Consultants

It is our pleasure to submit this proposal for recruitment services to secure your ideal candidates for the City of Roseville's on-call recruitment needs. We trust our proposal will showcase our client-focused recruitment process and will act as a testament that we are passionate about what we do to make our clients happy. **After having partnered with the City of Roseville on critical recruitments such as (but not limited to) City Clerk, Power Engineer, Public Works Director, Electric Utility Director, and Assistant Finance Director, we are excited to be considered for these services and thankful for the opportunity to continue to work with the City.**

It has been proven that great employees are looking for great employers, not just a paycheck. WBCP provides a broader perspective to recruitment services – going beyond securing the ideal candidate – we brand your organization as an employer of choice. We use eye-catching marketing materials, innovative search practices, and responsive and respectful communications with your applicants and stakeholders. **We guarantee we will fill your positions, and we guarantee those placements for 12 - 24 months (depending on the position).** We provide a fair and equal recruitment process that also focuses on attracting ethnic and gender-diverse applicant pools.

WBCP is talented at working with you to identify the strengths, challenges, and opportunities of this job, the ideal candidate, and your community and organizational culture. WBCP will work with your stakeholders to design a recruitment strategy that will include a customized engagement process. We will have a series of meetings, discussions, stakeholder interviews, and survey(s) to get to know you, the organization, community, culture, and staff that any future selected candidates will lead.

My team and I know the California candidate marketplace and have worked with the City of Roseville on many recruitments. During these recruitments, we have gotten to know your City, leaders, and community quite well! Visit pages 5 - 14 of this proposal for a full list of successful recruitments WBCP has conducted.

Sam Sackman, WBCP's Vice President, and/or I will be the lead on these recruitments. I lived in California for over 35 years and have over 20 years of experience in executive search services, six years of which were working for the County of Orange, and I have owned and operated WBCP since 2004. **Sam Sackman lives and works out of our Roseville offices** and spent the latter part of her career working directly for Valley Water in the Executive Office gaining a deep understanding of the inner workings of executive-level positions. WBCP now has offices in Oregon, Washington, and California, including two offices in the South Bay Area, the Greater Sacramento Area, and Central California.

WBCP, Inc. staff are experts in the virtual and hybrid recruitment process. We are providing these services seamlessly and will be able to effectively support a virtual recruitment process or coordinate COVID-compliant in-person interviews and/or hybrid virtual and/or in-person interviews; WBCP is willing to travel during COVID.

I. COVER LETTER.....

Recruiting top talent has become the number-one topic amongst administrators. New and innovative recruitment strategies are critical to identifying and securing candidates with a deep understanding of how to assess and meet community needs and address future challenges. WBCP understands the complexity of community leadership, and we are prepared to provide a thorough, complete, and fair recruitment process to provide a diverse applicant pool. **Upon our 2021 year-end review, we found that over the last three years, 62% of our applicants and 56% of candidates placed in leadership positions with our clients came from diverse backgrounds.** In fact, because of our ability to reach diverse applicant pools, we were hired by two national Latino organizations to recruit for an Executive Director and other leadership positions: Latino Public Broadcasting and Radio Bilingüe (two of the largest Latino national nonprofit organization in the U.S.).

Clients choose our firm over others because of our ability to work with your support staff and stakeholder group (including boards, appointed/elected officials, and engaged constituents), manage all details of a recruitment process, and secure great candidates. Our dedication and commitment to the client are complemented by our deep understanding and ability to effectively navigate challenging political climates. Our clients have great things to say about the quality of the service we provide and the amazing candidates we find them. In fact, many of our clients are return customers. Please feel comfortable reaching out to these organizations to get their feedback directly.

DIVERSITY

56%

*of WBCP candidates
placed in leadership
positions come from a
diverse background*

Lastly, I love what I do, and I am passionate about finding exceptional candidates who are also passionate about serving others. My staff and I are driven and desire to exceed client expectations. I appreciate your consideration in retaining our services and hope to have an opportunity to work with you in the future. **WBCP will perform the services and adhere to the requirements described in the RFP, including any addenda.**

Best Regards,



Wendi Brown | Founder/President, WBCP, INC. | wendi@wbcpinc.com

Company Legal Name: WBCP, Inc.

Tax ID: 81-5454037

Website: www.wbcpinc.com

Phone: 866-929-WBCP (9227) / 541-664-0376

Fax: 866-224-1423

Address:

- **California Main Office:** Roseville, CA 95661
- **Oregon Main Office:** 360 Riverside Ave., P.O. Box 909, Gold Hill, Oregon 97525
- **Washington Main Office:** 15405 Des Moines Memorial Drive, #G303, Burien, WA 98148
- **Satellite Office:** San Jose, CA 95125
- **Satellite Office:** Nipomo, CA 93444



II. BUSINESS HISTORY.....



WOMEN OWNED

WBCP, Inc. is a 100% woman-owned business, an S Corporation, not part of a parent company, and is a registered small business through the U.S. Small Business Administration (SBA). WBCP is registered to do business in California, Oregon, Washington, and Arizona and soon expanding in other states. WBCP files and pays California S Corp and personal income taxes.

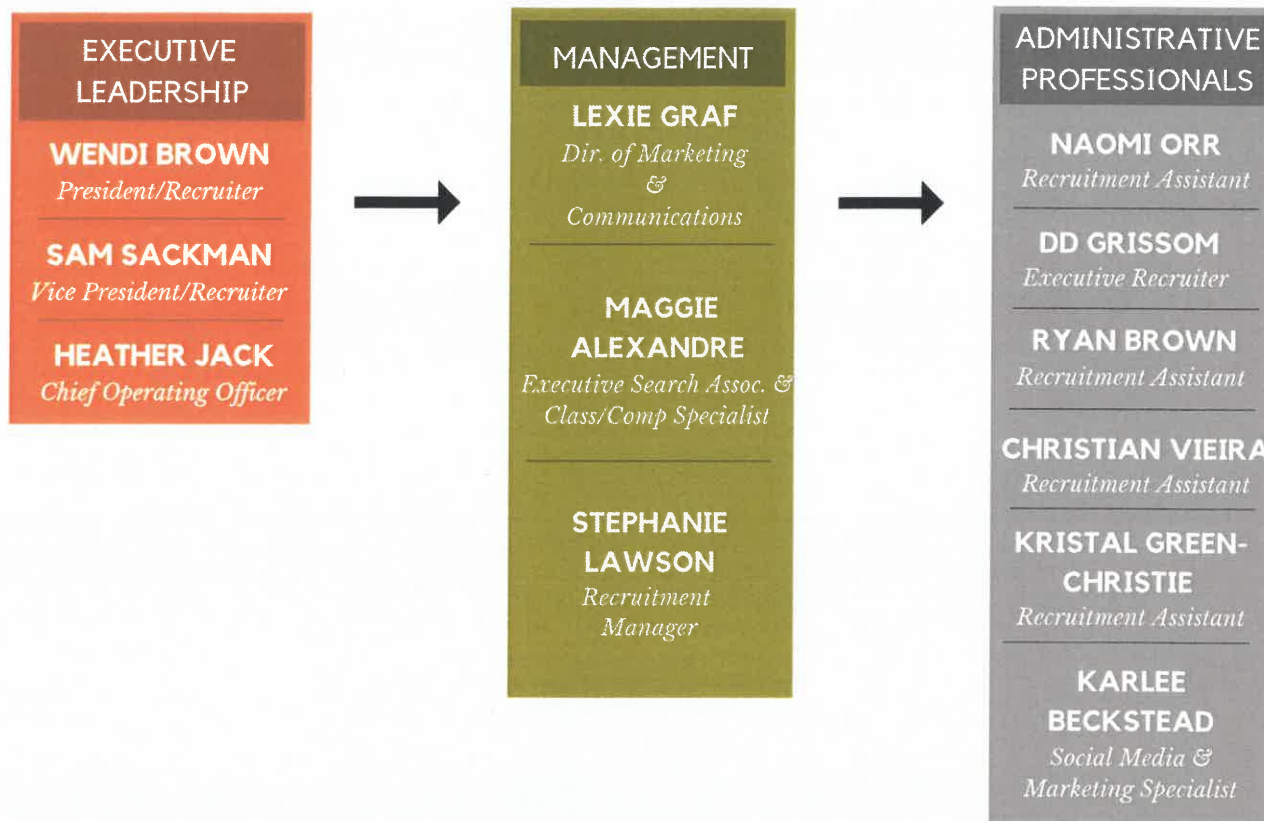
BUSINESS HISTORY

WBCP, Inc. has been in business since 2004, and serves nonprofit and public sector organizations. WBCP offers a variety of services, including: partial and full service search services for individual contributor, supervisor, management and executive management positions; human resources consulting: organizational development, training, classification and compensation studies, analysis and assessments, etc.

CURRENT ENGAGEMENTS / CAPACITY:

WBCP has the capacity to accept and manage this recruitment immediately.

III. ORGANIZATIONAL CHART.....



STRATEGIC PARTNERS

CHRISTY WURSTER
Sr. Facilitator

RIVKAH SASS
Retired Library Director/Sr. Facilitator

SUSAN KLIEN-ROTHSCHILD
H&HS Expert/Sr. Facilitator

STRATEGIC PARTNERS

BILL LANDIS
Public Safety Investigator

CARL CROWN
HR & Organizational Development Director

PATRICK DUTERTE
Sr. Facilitator

WBCP STATISTICS

WBCP is a 100% woman-owned business.

Staff and consultants are a diverse mix of gender/ethnicity

Age ranges from 21 - 70+


WBCP

IV. LIST OF RECRUITMENTS.....

EXPERIENCE:

WBCP has over 20 years of experience providing search services for public sector and non-profit organizations. We have successfully secured professionals and provided other consulting services in California, Arizona, Colorado, Idaho, Oregon, and Washington.

California, Arizona, Oregon, and Washington Cities of: Arcata, Ashland (OR), Astoria, Berkeley, Calistoga, Central Point (OR), Ceres, Chandler (AZ), Davis, Dunsmuir, Duvall (WA), Grants Pass (OR), Gold Hill (OR), Hemet, Independence (OR), Irvine, Lincoln, Livermore, Long Beach, Medford, Milpitas, Napa, Oxnard, Palo Alto, Pasadena, Petaluma, Phoenix (AZ), Phoenix (OR), Port Hueneme, Redding, Riverside, Roseville, Rogue River (OR), Sacramento, San Francisco, San Rafael, Santa Maria, Santa Paula, Santa Rosa, Solvang, Sonoma, Truckee, Ventura, Vernon, and Windsor.

California, Colorado, Idaho, Oregon, and Washington Counties of: Alameda, Colusa, Contra Costa, El Paso (CO), Fresno, Humboldt, Jackson, King (WA), Lake, Lane, Los Angeles, Marin, Mariposa, Merced, Napa, Orange, Riverside, San Benito, San Bernardino, San Francisco, San Joaquin, San Luis Obispo, Santa Barbara, Santa Cruz, Solano, Sonoma, Stanislaus, and Tuolumne.

Local and National Councils, Boards, and Districts: Boulder Creek Protection District, CalPIA (California Prison Authority), Hass Avocado Board (HAB), Jackson County Fire District 5, North American Blueberry Council/U.S. Highbush Blueberry Council (NABC/USHBC), Oakland Housing Authority, Olivehurst Public Utility District, Sacramento Area Flood Control Agency (SAFCA), Sacramento Employment & Training Agency (SETA), Sacramento Library Authority, Sacramento Sewer District, Teton County Joint Housing Authority (ID), Tri-City Mental Health Authority (TCMHA), Tuolumne Utilities District, and Valley Water.

Nonprofit and Joint Powers Authorities (JPAs): Center Point, Central California Legal Services (CCLS), Community Food Bank, Dogs for Better Lives/Dogs for the Deaf, First 5 (Alameda County, California Association, Fresno, Santa Barbara County, San Mateo), Futures Without Violence (Family Violence Protect Fund), Greater Richmond Interfaith Program (GRIP), La Public Media, Latino Public Broadcasting, Options Recovery, Radio Bilingüe, Santa Cruz County Animal Shelter, Transitions- Mental Health Association, Valley Consortium for Medical Education (VCME), and Water Forum.

Private Organizations: NAVA, SWEED, Touchstone Accounting

Consulting services (classification and compensation services, competency modeling, job description development, job family development, job analysis): City of Fremont, City of Medford, City of Santa Maria, City of Santa Paula, County of Humboldt, County of Mariposa, County of Santa Barbara, and County of San Luis Obispo.

INDUSTRIES

- Organizational Leadership
- Parks & Recreation
- Engineering
- Facilities & Operations
- Marketing & Communications
- Economic Development
- Financial, Accounting/Auditing
- Transportation
- Legal/Counsel/Clerk
- Community Services & Arts
- Human Resources
- Public Works
- Information Technology
- Health & Human Services
- Safety/Fire/Police
- Planning & Building

VII. RECRUITMENT UNDERSTANDING.....

Roseville is an incredibly unique city in California and through WBCP's past recruitments with the city and with our Vice President, Sam Sackman, living in Roseville, we have a deep understanding of not only the services requested in this RFP, but the community that the City serves. Branding your organization as an employer of choice and branding your City as an ideal place to live, work, and play is critical to the recruitment process – we want to make sure we find the ideal candidates who are excited about the upcoming challenges the City may be facing and has a proven track record of resolving similar issues. WBCP will work with decision makers for each recruitment to take a deep dive into the accomplishments the City is looking for in the coming years to ensure we are finding the ideal candidates to empower those achievements.

VIII. SAMPLE BROCHURES.....

Click on the links below to see our marketing samples for similar positions. To see all of our brochures, visit www.wbcpinc.com/job-board

- [Assistant Finance Director - City of Roseville](#)
- [City Clerk - City of Roseville](#)

IX. RECRUITMENT STRATEGY / PHASES.....

WBCP knows how to customize your search strategy to meet your unique recruitment needs. We customize your recruitment based on the specific needs, target audience, and challenges for each recruitment; however, below is a baseline approach for most recruitments.

CLIENT & STAKEHOLDER MEETINGS

We require the Client and/or Search Committee, and other stakeholders identified by the Client, be involved in the initial and final phases of this recruitment. These are critical phases to ensure we obtain a clear sense of the priorities and the successful hire of the right candidate. WBCP will meet with various stakeholders as warranted by the Client and the level of the position in the organization. These meetings will allow us an opportunity to gather information and gain knowledge about the organization, community, and unique aspects of the recruitment to design the ideal candidate professional profile, advertising materials, and strategic approach



PHASE I

FEEDBACK OUTCOME / TIMELINE DEVELOPMENT

Following the Client/stakeholder meetings, we will develop a detailed timeline for the recruitment along with a proposed advertising plan for approval.

CREATIVE DEVELOPMENT

Immediately following the client feedback activities, we will draft the competencies for the recruitment and advertising material/recruitment brochure for the Client's review. This information will summarize what was learned from Client-related interviews and will be used to advertise the opening.

MARKETING STRATEGY & IMPLEMENTATION

WBCP will execute a customized marketing/ad plan once the job announcement is created. An ad plan could include the following (based on assumptions), and will be customized based on information gathered in Phase I:

ONLINE ADVERTISING – Including local and national job boards, associations, social media, and other industry-related job postings targeting ideal candidates; job boards that reach a desired geographic area and reach a diverse ethnicity.

E-DIRECT MAIL ADVERTISING – including WBCP's current database of potential applicants, we have access to other professional lists and will source more lists through associations, contacts, etc.

SOURCING/HEAD HUNTING – WBCP will contact individuals targeted and generate new contacts through referrals made by respected sources.

WBCP is a LinkedIn recruiter and we have access to over 350 million profiles via LinkedIn to assist us in targeting ideal candidates.



PHASE II

COMMUNICATION WITH CLIENT

We will provide weekly updates on the progress of this search unless the client prefers more or less frequent communications. We tailor our communications in accordance with our Client's needs.

IX. RECRUITMENT STRATEGY / PHASES.....

RESUME ASSESSMENT

WBCP will review resumes as they are received and/or at the close of the recruitment. Those candidates determined to be the most highly qualified will be selected for a screening interview.

SCREENING INTERVIEWS / REPORT TO CLIENT

WBCP does not restrict the number of applicants or candidates to be screened.

Rather, we interview candidates who meet our ideal candidate criteria; frequently this group amounts to 20 candidates, or on average 20% of the applicant pool. Following the completion of the phone screen interviews, we will develop a report/recommended shortlist of candidates, which includes: resumes, cover letters, and a one-page profile summary of candidates' professional history, including a brief overview of WBCP's assessment and the results of their phone screen. We will meet with the selection committee/Client to review this report and select candidates for interviews. In this meeting, we will review the recruitment plan and discuss the final stages of the selection process.



COMMUNICATION WITH CANDIDATES

WBCP will take responsibility for communicating with the applicants/candidates during each phase of the search process and Client should refer any inquiries from potential or existing applicants directly to WBCP.

SELECTION PROCESS

WBCP will design and administer an appropriate final selection process based on the needs of the Client (tailored to the need and recruitment). WBCP will facilitate the invitation and coordination of these meetings/interviews and provide additional assessment tools/recommendations such as interview questions, writing and presentation exercises, problem solving scenarios, etc.

COMMUNICATION WITH CLIENT

Following the interviews and the Client's top candidate(s) selection, we will assist the Client with facilitating a thorough background and reference check. A typical approach includes a review of federal, state, and local criminal background checks and academic verification by a licensed background agency. Reference checks are conducted over the phone by a senior consultant and a final report is provided to the Client. References are completed on candidate(s) being considered after initial/panel interviews.



NEGOTIATIONS

Once the client reviews and is comfortable with the findings in the background and reference report, we are available to assist with negotiations on compensation, benefits, start date, and other transition details.

PLEASE NOTE: Due to COVID-19 Guidelines, WBCP, Inc. is committed to providing services listed herein, typically these services are executed in-person, however, we will facilitate all services virtually as needed and have successfully managed many virtual and hybrid interviews (partial in-person/part virtual) since March 2020 for our clients.

X. SCOPE OF WORK.....

- Facilitate initial kick-off meeting with Client and other meetings that may include Executive Leadership, staff, community, and other stakeholders to assist with identifying the ideal candidate profile.
- Assist Client hiring authority/stakeholders in modifying the job description (as needed), and develop a recruitment announcement, marketing materials, and advertising plan for the recruitment.
- Attend all other meetings and engagements as needed or identified by the Client.
- Implement advertising plan including: publication, headhunting, direct mail, and other online and email marketing efforts.
- Provide timely updates and progress reports to the client regarding search services; every two weeks or as Client identifies is needed.
- Preliminary internet searches will be conducted on recommended candidates.
- Coordinate interview panel(s) as needed, or coordinate this process with Client.
- Receive and review applicants and screen those applicants to identify top candidates. Top screened paper applicants will be video/phone screened by recruiter to identify the key competencies (technical and interpersonal) to assist in identifying the top group of candidates who will be recommended at the Client/WBCP shortlist meeting.
- Facilitate shortlist meeting with Client – review and select candidates who will be invited to interview.
- Coordinate invitations to candidates.
- Develop interview questions and other selection details to meet specific needs and identify key competencies of candidates.
- Facilitate interviews with panel(s).
- Background and reference checks will be conducted with candidates who are identified as final candidates after initial Client interviews have been conducted. Background checks will typically include the following: criminal (local, state, and federal), education, credit, social security. References will be conducted based on a 360-degree perspective and will include staff, peers, and superiors. Onsite background services are available at an additional fee (see fees for details)
- Facilitate offer and negotiations with selected candidate; as directed by Client.

XI. GUARANTEE.....

(1) We guarantee successful placement, and will provide continued consulting services (however, client will pay for any additional direct cost expenses) until we are successful.

(2) If a candidate selected and appointed by the Client terminates employment for any reason before the completion of the **first 12 to 24 months of service (depending on the position)**, WBCP will provide the Client with the necessary consulting services required to secure a replacement. Professional consulting services will be provided at no cost to the Client; however, additional expenses will be covered by the Client. *The Guarantee is valid for one recruitment/replacement only.*

XII. RECRUITMENT TIMELINE.....

*BELOW IS A SAMPLE OF AN EXECUTIVE SEARCH TIMELINE THAT
WBCP WILL CUSTOMIZE FOR THIS RECRUITMENT*

Week 1:

- Secure services with search firm, WBCP, Inc.
- WBCP: review search parameters and recruiting processes with Client
 - Interview with hiring authority and other stakeholders for competencies
 - Identification of advertising venues and ideal candidate prospects
 - Calls, meetings, or coordination with other stakeholders for information gathering

Weeks 1 + 2:

- Develop and approvals: recruitment process, deadlines, ad plan and strategy, recruitment timeline and brochure
- Print coordination (if applicable)

Weeks 2 + 3:

- **OPEN RECRUITMENT AND AD PLAN:** Implement marketing plan and direct mail (if applicable)
- Secure panel member calendars
- Timeline may be extended if direct mail piece is included (i.e., print/postage)
- Finalize panel members and interview logistics and invitations to panel members

Weeks 4, 5, + 6:

- Receive applications –Collect and source applicants will continue until recruitment closes

Weeks 7 + 8:

- **CLOSE RECRUITMENT AND ADVERTISING**
- Conduct initial phone screen to identify shortlist of candidates
- Preliminary check on shortlist candidates (Google search)
- Candidate profiles developed and short list recommendations to client

Weeks 9 + 10:

- **MEETING – Client confirms selection of candidates to be advanced to panel interviews**
- Finalize questions, presentation, in-basket (as determined)
- Coordinates invitations with selected top candidates (shortlist)
- Produce panel candidate interview packets

Weeks 10 + 11:

- WBCP facilitates interview process – Interview process will be customized based on client and community needs:
 - **Day 1: Panel Interviews Conducted; Day 2: 2nd Interviews with executive leaders;**
 - 3rd interviews may be scheduled as needed with Boards/Commissions, etc.;
 - As needed schedule staff and/or community discussions/meetings

Week 12:

- WBCP conducts background and reference checks (backgrounds may be conducted by Client if current contract exists)
- WBCP conducts full reference checks for candidate(s) selected for Board/Commission interviews; or when Client is interested in making an offer

NEGOTIATIONS / HIRE:

- Hire date to accommodate possible candidate relocation
- Client (WBCP available to assist in process) conducts offer and facilitates salary negotiations with preferred candidate

XIII. COST PROPOSAL.....

OPTION 1

PARTIAL RECRUITMENT

ADVERTISING & HEADHUNTING

Consulting Services:
\$5,900

CONSULTING SERVICES INCLUDE:

- Hiring authority and stakeholder meetings (up to 2 hours for community/ employee engagement)
- Develop ideal candidate profile & recruitment timeline
- Produce recruitment announcement
- Produce and implement advertising campaign
- Headhunt (LinkedIn, past lists, databases, associations, etc.)
- Implement direct mail campaign (as needed)

Plus expenses: Between \$3,000 - \$4,500 for the advertising plan and creative brochure

Does not include:

- Travel to client location
- Interview panel coordination
- Background or reference checks
- 12-24 month guarantee

OPTION 2

PARTIAL RECRUITMENT

UP TO INTERVIEWS

Consulting Services:
\$18,900

CONSULTING SERVICES INCLUDE:

Everything in Option 1, plus...

- Hiring authority and stakeholder meetings (up to 8 hours for community/ employee engagement)
- Application screening
- Shortlist recommendations
- Produce recommended selection assessment tools
- Coordinate candidate scheduling and invitations to interview

Plus expenses: Between \$3,000 - \$4,900 for the advertising plan and creative brochure

Does not include:

- Travel to client location
- Interview panel coordination
- Background or reference checks
- 12-24 month guarantee

OPTION 3

FULL SEARCH SERVICES

Consulting Services:
\$24,900 - \$28,900*

*Depending on position

CONSULTING SERVICES INCLUDE:

Everything in Option 2, plus...

- Hiring authority and stakeholder meetings (up to 2 days of community/ employee engagement)
- Panel coordination & interview facilitation
- Background and reference checks
- Virtual and/or in-person interviews (travel up to 2 trips) to client location
- 12-24 month guarantee

Plus expenses: Between \$5,500 - \$7,900 for the advertising plan and creative brochure; travel expenses; shipping; multiple panel facilitation, etc.



HOURLY RECRUITMENT SERVICES

SENIOR RECRUITMENT
CONSULTING SERVICES

\$175/hour

RESOLUTION NO. 23-009

APPROVING AN AGREEMENT FOR RECRUITMENT SERVICES, BY AND BETWEEN
THE CITY OF ROSEVILLE AND RAFTELIS FINANCIAL CONSULTANTS, INC., AND
AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF
THE CITY OF ROSEVILLE

WHEREAS, an Agreement for Recruitment Services, by and between the City of
Roseville and Raftelis Financial Consultants, 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
_____, 2023, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

AGREEMENT FOR RECRUITMENT SERVICES

THIS AGREEMENT is made and entered into this ____ day of _____, 20__, by and between the City of Roseville, a municipal corporation (“CITY”), and the recruitment firm Raftelis Financial Consultants, Inc., a North Carolina corporation (“RECRUITER”); and

WITNESSETH:

WHEREAS, CITY from time to time is in need of executive recruitment and search firms to provide recruitment and search services and assistance to the Roseville Human Resources Department (“HR”); and

WHEREAS, RECRUITER is willing to provide such services on a per recruitment task-based basis; and

NOW, THEREFORE, the Parties agree as follows:

1. Scope of Services and Duties. CITY retains RECRUITER to provide recruitment and search services from time to time upon the request of HR to advise, assist, and search for candidates for CITY employment, as more fully described in EXHIBIT “A” attached hereto and incorporated herein by reference.
2. Specific Work Assignments. RECRUITER shall receive work assignments from HR on an as-needed basis. The work assignments shall generally be communicated by written notice from HR to RECRUITER. If a work assignment is communicated orally, RECRUITER shall provide a written confirmation to HR describing the work assignment. CITY reserves the right to unilaterally assign similar work to other recruitment firms, as it deems prudent, and the use of RECRUITER shall in no way be considered an exclusive agreement to provide or use similar services. CITY makes no specific guarantee of a minimum or maximum number of hours or amount of tasks, assignments, or services. The assignment of any work hereunder is expressly contingent upon the availability of funds.
3. Fees for Services. For services performed under this Agreement, CITY shall pay RECRUITER in accordance with the fee schedules and rates included in EXHIBIT “A” and that in no event, inclusive of any and all fees, costs, reimbursable expenses, or any other charge, shall any single assignment and recruitment exceed thirty-two thousand dollars (\$32,000).
4. Statements and Payments. RECRUITER shall provide invoices to the CITY for all fees and expenses. The invoice(s) shall be itemized to include the task completed and a description of the services performed. Invoices shall be considered due and payable upon receipt, and shall be overdue 30 days after receipt.
5. Term; Termination; Amendments. This Agreement shall be effective upon approval by the Roseville City Council and shall continue in effect for a period of five (5) years, or until terminated by either Party. This Agreement may be terminated by CITY, with or without

cause, at any time upon written notice. RECRUITER may terminate this Agreement only upon the consent of CITY or upon 60 days written notice. Upon termination, RECRUITER shall turn over all client files to CITY. There shall be no amendment or modification to this Agreement except by written agreement between the Parties.

6. Independent Contractor. RECRUITER, inclusive of its agents, officers, employees, volunteers, independent contractors, and subcontractors, shall act as an independent contractor, and covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of CITY by reason of this Agreement.

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

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

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

a. Form. RECRUITER 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. RECRUITER 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 RECRUITER. The additional insured coverage under the RECRUITER'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. RECRUITER 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. RECRUITER 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, RECRUITER shall require its subcontractors to agree to be bound to RECRUITER and CITY in the same manner and to the same extent as RECRUITER is bound to CITY under this Agreement. Additionally, RECRUITER 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. RECRUITER hereby agrees to waive subrogation which any insurer of RECRUITER may acquire from RECRUITER 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 RECRUITER, its employees, agents and subcontractors.

h. Liability/Remedies. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve RECRUITER 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.

8. Indemnification. To the fullest extent allowed by law, RECRUITER 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 RECRUITER'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.

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

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

9. Notice. All notices, invoices, reports or other communication required by this Agreement shall be properly given if delivered in person, or sent by first class mail, facsimile, or overnight delivery to the following addresses:

CITY:

Human Resources Department
311 Vernon Street
Roseville, CA 95678

RECRUITER

Julia Novak, Executive Vice President
19 Garfield Place, Suite 500
Cincinnati, OH 45202

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

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

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

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

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

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

16. Copyright, Ownership and Use of Materials. All tangible 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, RECRUITER hereby assigns to CITY all right, title, and interest, including but not limited to all copyrights, in all Material created by RECRUITER 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 RECRUITER is, and shall remain, the property of CITY. However, Recruiter shall retain sole and exclusive ownership of all right, title, and interest in, and to, its intellectual property and derivatives thereof which no data or Confidential Information of the City was used to create and which was developed entirely using Recruiter's own resources, including any and all pre-existing or independently developed know-how, methods, processes and other materials prepared by Recruiter. To the extent Recruiter's intellectual property is necessary for the City to use the deliverables, provided under this Agreement, Recruiter grants to City a non-exclusive non-assignable, royalty-free license to Recruiter's intellectual property solely for City's use of such deliverables.

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

17. Records. RECRUITER 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, RECRUITER 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 RECRUITER'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. RECRUITER shall include the provisions in its contracts with all subcontractors.

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

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

20. 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.

21. Integrated Agreement. This is an integrated Agreement and contains all of the terms, considerations, understandings and promises of the Parties. It shall be read as 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 RECRUITER has caused this Agreement to be executed.

[SIGNATURES ON FOLLOWING PAGE]

CITY OF ROSEVILLE, a
municipal corporation

RAFTELIS FINANCIAL CONSULTANTS
INC., a North Carolina corporation

BY: _____
DOMINICK CASEY
City Manager

BY: P. C. B. A.
its: President & CEO

ATTEST:

and

BY: _____
CARMEN AVALOS
City Clerk

BY: Christine Mantur
its: Corporate Secretary

APPROVED AS TO FORM:

BY: _____
MICHELLE SHEIDENBERGER
City Attorney



APPROVED AS TO SUBSTANCE:

BY: Stacey Peterson
STACEY PETERSON
Human Resources Director

EXHIBIT “A”

September 26, 2022

Ms. Carmen Avalos, City Clerk
City of Roseville, 311 Vernon Street, Roseville, CA 95678

Subject: Proposal for On-Call Executive Search Firms/Recruitment Consultants (RFP#11-015)

Dear Ms. Avalos:

We are pleased to submit this proposal for executive search services. Our focus has always been to help local government and utility clients solve their financial, organizational, and technology challenges. We are dedicated to providing management consulting services, including executive search, to local governments and the utility industry.

The Novak Consulting Group (TNCG) and Raftelis have always shared a focus on delivering lasting solutions for local government agencies. In January 2020, TNCG joined Raftelis. Today, we provide our clients with wide-ranging capabilities and resources in financial, management, technology, and communications consulting for all areas of local government. Our clients now have the expertise of more than 140 of the country's leading local government consultants. We know that our combined capabilities and resources will provide added value to our clients. Raftelis already has experience with and knowledge about the City of Roseville through our prior work with the City on several projects, including performing an organizational assessment and providing strategic planning assistance to the City's Water Utility.

Our project team for the City comprises skilled professionals, seasoned in local government management with search experience across the country. Our team has completed over 210 searches, and we have had significant success in identifying and retaining ideal candidates who meet each organization's unique set of needs and expectations. Our recruitment strategy includes outreach to women, people of color, and other underrepresented groups through professional organizations such as the League of Women in Government, National Forum of Black Public Administrators, and the Local Government Hispanic Network, as well as through LinkedIn, with the goal of building a diverse candidate pool. Approximately 39% of our recruitments have resulted in the hiring of women and 21% of our recruitments have resulted in the hiring of people of color. We are confident our approach will result in a successful leader for the organization. Our mission is to strengthen communities, and we do this by helping them find the best leaders to help move their organizations forward. Raftelis agrees to perform the services and adhere to the requirements described in this RFP, including any addenda. On the following page, we provide our acknowledgement of the addenda.

We look forward to the opportunity to serve the City of Roseville. If you have any questions, please contact Catherine Tuck Parrish, our executive search practice leader, using the following contact information:

Catherine Tuck Parrish, Vice President
Phone: 240.832.1778 / Email: ctuckparrish@raftelis.com

Sincerely,

A handwritten signature in black ink, appearing to read 'Julia Novak'.

Julia Novak
Executive Vice President

Who We Are

RAFTELIS AND THE NOVAK CONSULTING GROUP, HELPING LOCAL GOVERNMENTS AND UTILITIES THRIVE

Local government and utility leaders partner with Raftelis to transform their organizations by enhancing performance, planning for the future, identifying top talent, improving their financial condition, and telling their story. We've helped more than 600 organizations in the last year alone. We provide trusted advice, and our experts include former municipal and utility leaders with decades of hands-on experience running successful organizations. People who lead local governments and utilities are innovators—constantly seeking ways to provide better service to the communities that rely on them. Raftelis provides management consulting expertise and insights that help bring about the change that our clients seek.

TNCG is Now Raftelis

The Novak Consulting Group and Raftelis have always shared a focus on delivering lasting solutions for local government agencies. In January 2020, TNCG joined Raftelis. Today, we provide our clients with wide-ranging capabilities and resources in financial, management, technology, and communications consulting for all areas of local government. Our clients now have the expertise of more than 140 of the country's leading local government and utility consultants, who have decades of experience. We know that our combined capabilities and resources will provide added value to our clients, and we're excited about what we can accomplish together.

[+ VISIT **RAFTELIS.COM** TO LEARN MORE](#)



We believe that Raftelis is the *right fit* for this project. We provide several key factors that will benefit the City and help to make this project a success.



RESOURCES & EXPERTISE

This engagement will require the resources necessary to effectively recruit for your unique position and the skillsets to complete all of the required components. With more than 140 consultants, Raftelis has one of the largest local government management and financial consulting practices in the nation. Our depth of resources will allow us to provide the City with the technical expertise necessary to meet your objectives. In addition to having many of the industry's leading management and financial consultants, we also have experts in key related areas, like stakeholder engagement and data analytics, to provide additional insights as needed.



DECADES OF COLLECTIVE EXPERIENCE

Our associates and subject matter experts have decades of experience in strengthening local municipalities and nonprofit organizations. They've served in a wide range of positions, from city manager to public works director to chief of police.



PERSONAL SERVICE FROM SENIOR-LEVEL CONSULTANTS

You appreciate it when deadlines are met, phone calls are returned, and your challenges are given in-depth, out-of-the-box thinking. While other firms may assign your business to junior-level people, our approach provides exceptional service from senior-level consultants.



NICHE EXPERTISE

Our expertise lies in strengthening public-sector organizations. We're consulting specialists rather than generalists, focusing our strengths to do a highly effective job for a specific group of clients.

Firm Capabilities



FINANCE

Meet your goals while maintaining a financially sustainable organization

- Rate, charge, and fee studies
- Financial and capital planning
- Cost of service and cost allocation
- Customer assistance programs
- Affordability analysis
- Utility valuation
- Budget development
- Financial condition assessments
- Debt issuance support
- Economic feasibility and analysis



COMMUNICATION

Communicate strategically to build an informed, supportive community

- Strategic communication planning
- Public involvement and community outreach
- Public meeting facilitation
- Graphic design and marketing materials
- Media and spokesperson training
- Risk and crisis communication
- Social media strategy
- Visual facilitation
- Virtual engagement



STRATEGIC PLANNING

Set the direction for the future of your organization and community

- Organization, department, and community-based strategic planning
- Effective Board / Commission / Council governance
- Retreat planning and facilitation



EXECUTIVE RECRUITMENT

Identify top talent to lead local governments and utilities



ORGANIZATION

Plan for long-term sustainability and operate with maximum efficiency

- Organizational and operational assessments
- Stormwater utility development and implementation support
- Performance measurement
- Staffing analysis
- Organizational climate and culture
- Asset management and operations
- Regional collaboration and service sharing
- Process improvement



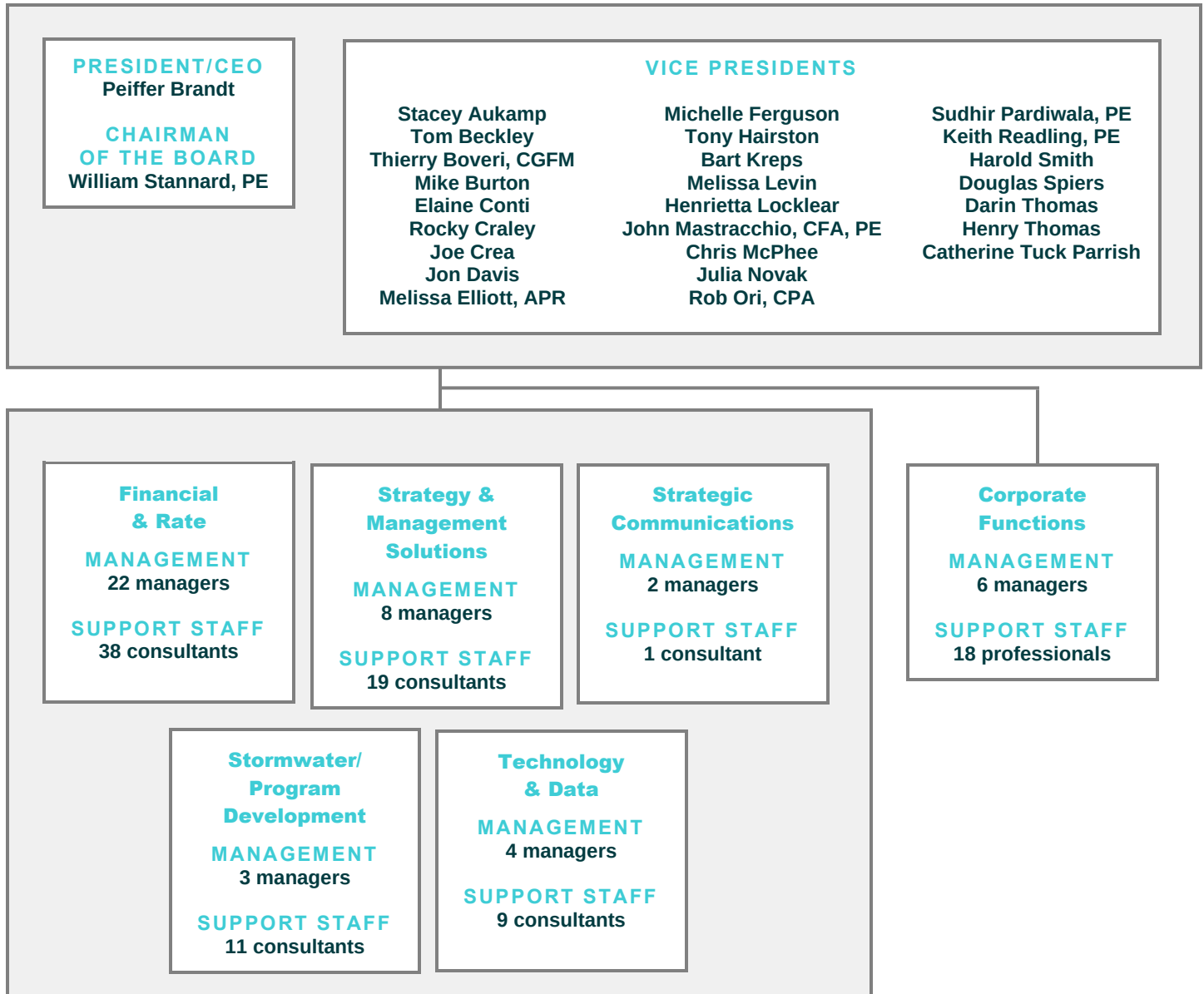
TECHNOLOGY

Use your data and technology to improve experience and gain valuable insights

- Billing, permitting, and customer information audits
- Business process development
- Data management, analytics, and visualization
- Performance measurement and dashboarding
- Software solutions
- Website development
- Information technology assessments and strategic planning
- Customer management assessments and optimization
- CIS selection and implementation
- AMR/AMI feasibility studies
- Mobile workforce management
- Meter data management
- CMMS selection and implementation
- GIS optimization services
- Fleet management systems

Firm Organization Chart

Over the last five years, our firm has grown from 60 to 168 employees. Raftelis' staff consists of some of the most knowledgeable and skilled consulting professionals in the municipal consulting industry. The organizational chart below shows the full organization and reporting structure of our firm.

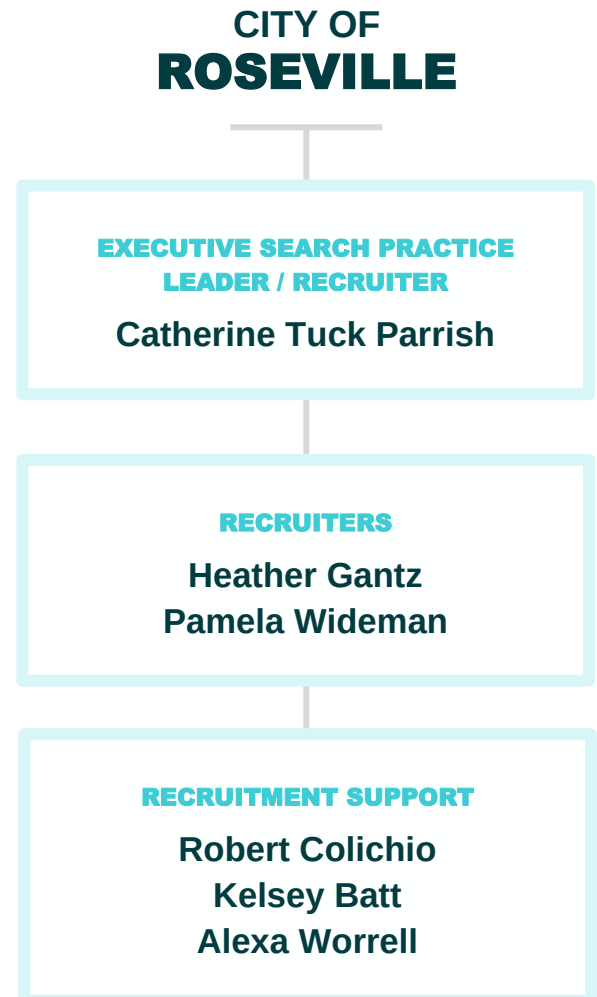


Qualifications of Team

WE HAVE DEVELOPED A TEAM OF CONSULTANTS WHO SPECIALIZE IN THE SPECIFIC ELEMENTS THAT WILL BE CRITICAL TO THE SUCCESS OF THE CITY'S RECRUITMENT.

Our team includes senior-level professionals to provide experienced project leadership with support from talented consultant staff. This close-knit group has frequently collaborated on similar successful recruitments, providing the City with confidence in our capabilities.

Here, we have included an organizational chart showing the structure of our project team. On the following pages, we have included resumes for each of our recruiting team members.



Recruitment Understanding

When organizations need to fill key positions, they turn to Raftelis and benefit from this guiding principle: meaningful hiring involves finding the right employee and preparing them for ongoing success. Our approach to executive search services comprises three key phases.

Inquiring, Understanding, and Defining

Each of our clients has a unique culture and set of objectives. Because selecting the right individual is critical to success, we begin our relationship by conducting a needs assessment to identify the specific benchmarks the search must accomplish. We will identify qualifications and requirements as well as map out the new hire's first-year goals, so both our client and the employee remain on the same track for success. We will build an accurate position profile, thus ensuring we attract the right people for the position.

Candidate Search and Evaluation

To reach the right candidates, Raftelis customizes each search process to fit the client's needs. Often, the professionals who best fit an open position are already employed and not searching for a traditional job posting. So, we leverage our extensive, diverse professional network to attract the best talent nationwide. We have been successful in identifying a candidate pool that is racially, ethnically, and gender diverse. We are committed to helping local government leadership positions reflect the communities they serve. We work closely with several organizations that support this goal, and we advertise in national publications that target people of color and women, including the National Forum of Black Public Administrators (NFBPA), Local Government Hispanic Network, and the League of Women in Government. We intentionally seek well-qualified women and people of color, so our clients have excellent choices. Once the right candidates are found, we help manage the hiring process from interviews to background checks. Our in-depth service empowers clients to achieve their goals at every step.



39% of our recruitments resulted in the hiring of **women**

21% of our recruitments resulted in the hiring of **people of color**

Supporting Success

We support the top candidate's long-term success by creating a goals-driven work plan actionable from day one. Many firms focus solely on finding qualified applicants, leaving the client on their own once the position is filled. Our team, however, uses the objectives gathered during the inquiry stage to prepare new hires for their first year. We follow up to ensure continued progress, productivity, and satisfaction for the employee and our client.

We take a tailored, goals-based approach to each recruitment. By looking beyond the hiring process, our holistic view ensures that each candidate will fit the role as well as the organization. In the end, we are not just looking for a successful professional; we are finding the right employee to be successful in their new position long after they are hired.

Project Plan

THE FOLLOWING PROVIDES A DETAILED DESCRIPTION OF OUR WORK PLAN FOR EXECUTIVE RECRUITMENTS.

Activity 1 – Develop Candidate Profile

We will begin this engagement by developing a clear picture of the ideal candidate for the position. We would first meet with the City Manager and Human Resources to discuss the recruitment timeline and process. We will also facilitate meetings to gather input from key staff in the relevant department(s). We will discuss not just the technical skills needed for the position, but what makes for the right organizational fit in terms of traits and experiences.

We generally conduct our initial work, candidate review meeting, and interviews in person and are well-situated to do that. However, we can facilitate this work via video calls, online mechanisms, or small group meetings to adhere to local public health protocols. We have done this successfully for all phases of recruitments based on our clients' needs.

Based on the information learned from our meetings, we will develop a recruitment plan that includes California and the nation. We will prepare a position profile that is unique to the City of Roseville. The profile will identify the organization's needs, the strategic challenges of the position, and the personal and professional characteristics of the ideal candidate. This document drives the recruitment. It focuses our efforts on the most capable candidates, and it helps us to persuade candidates to pursue the position.

We will also develop first-year organizational goals for the successful candidate. These goals will ensure that the applicants know what will be expected of them should they be hired, the City has thought about what it wants the person to accomplish in the first year, and the successful candidate can hit the ground running with a work plan. Once drafted, we will review the recruitment plan, position profile, and first-year goals with the hiring manager. Modifications will be made as necessary before recruitment begins.

DELIVERABLES:

- Detailed recruitment process documents, including recruitment plan, position profile, and first-year goals

Activity 2 – Conduct Active Recruitment and Screening

As part of the recruitment plan, we will identify key states and metro areas to focus our targeted recruitment. We will prepare and place advertisements in state and national publications and websites to attract candidates from throughout the United States. While this will be a national search, we will target our efforts to those key areas identified in the recruitment plan.

We will place job postings with national, state, and regional professional organizations such as International City/County Management Association (ICMA), Engaging Local Government Leaders (ELGL), National Forum for Black Public Administrators (NFBPA), League of Women in Government, Local Government Hispanic Network, national and state professional associations that are appropriate for the position, and other places as identified in the recruitment plan.

As soon as the advertisements are completed, we will begin the process of actively and aggressively marketing the position and identifying qualified candidates for assessment. We will pinpoint individuals and jurisdictions to reach out to directly through phone and email. We will also utilize social media (LinkedIn, Twitter, and Facebook) to broaden our reach. We have found that this combination of outreach is an effective way to reach top applicants, especially those who are not currently in the job market but may be willing to consider a move to an excellent organization like the City of Roseville.

We will reach out to the applicants in our extensive database as well as the prospective candidates we have targeted in previous recruitments for similar jurisdictions. We will also develop a list of additional candidates to pursue based on the City's unique needs. Our outreach includes seeking well-qualified women and people of color and encouraging them to apply.

As applications are received, we will acknowledge each one and keep applicants aware of the status of the process. We will screen each applicant against the position profile and first-year goals. We will conduct interviews via phone or videoconference with those who most closely meet the profile to learn more about their interest, qualifications, and experience for this position. A written summary of these candidates will be prepared and shared with the City. We will then meet with the hiring manager to review the entire list (if desired) as well as the most qualified candidates who have the requisite skills, experiences, and traits needed for success in the position. Based on the hiring manager's direction, we will finalize a list of candidates to invite for in-person interviews.

DELIVERABLES

- Placement of ads and job postings
- Targeted outreach to passive candidates
- Candidate review materials including screening results and internet search

Activity 3 – Support Interviews and Selection

Each person you wish to interview will then be contacted again by our recruitment team. We will plan and facilitate a multi-step interview process specific to the position. The process could include writing exercises, presentations, panel interviews, tours, and a department director or key staff meet-and-greet. A book that contains customized interview questions and information about each of the candidates invited to interview will be provided to those involved in the interview process. We will also facilitate pre- and post-interview briefings.

We will coordinate the logistics of the process and provide the candidates with the details along with any travel policy requirements or other information. We will also work with a City contact to ensure a suitable venue is arranged for the interviews. Expenses for the candidates will be borne and reimbursed directly by the City.

The City will select the top candidate. We can help make a well-informed choice by framing what we have learned about the candidates in the context of the position and its requirements. We will speak with candidates' references to confirm the strength of their credentials. We will also conduct a media check to review published information found in search engines, online publications, and social media. Reference and background checks will be performed on the top candidates, including but not limited to education, credentials, employment history, criminal background check, civil litigation check, and credit history.

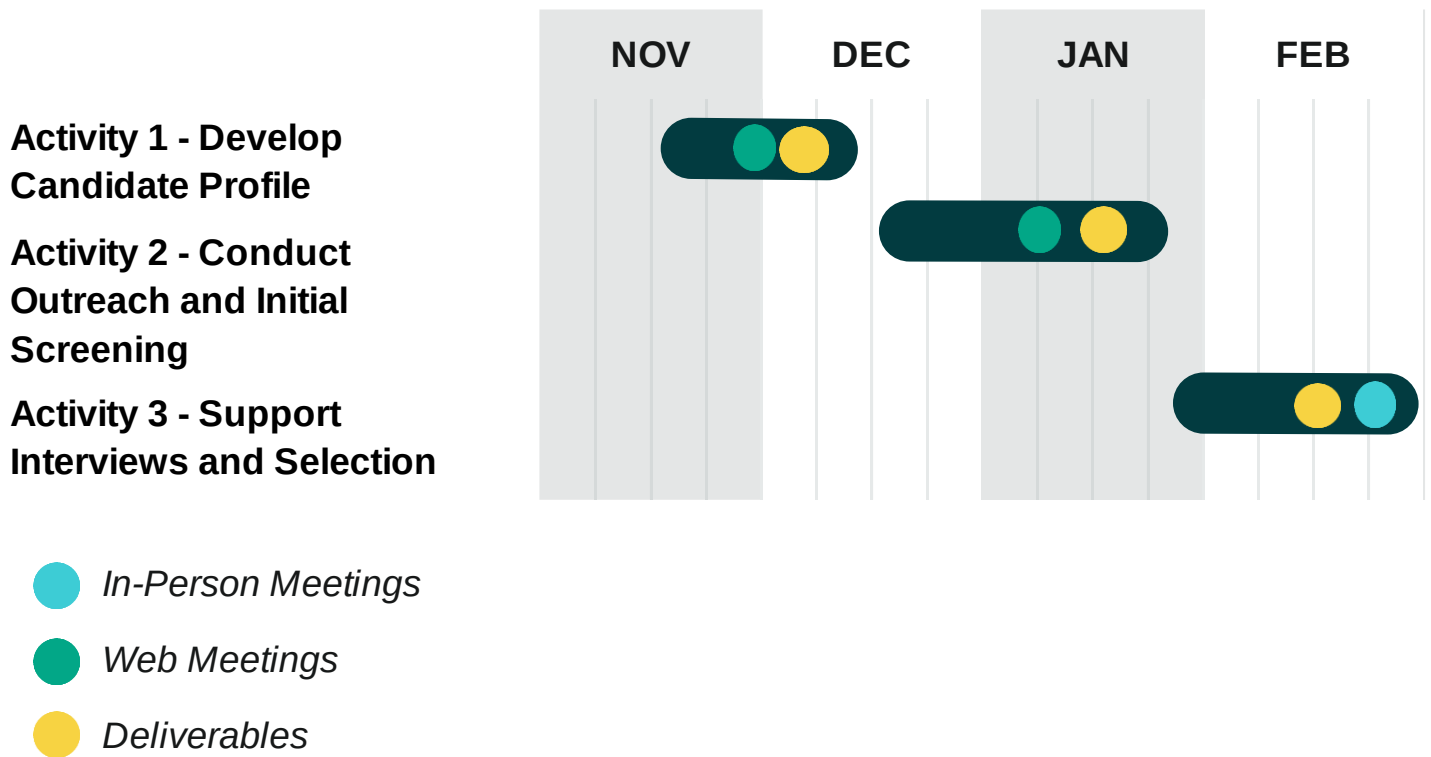
We also can assist in negotiating the employment offer. We will provide information about best practices in salary and total compensation, and we will have obtained information on the candidate's salary. We will keep candidates apprised of their status and release them at the appropriate time.

DELIVERABLES

- Interview book materials including references and background checks

Recruitment Timeline

Included below is a draft timeline. We would review this with the City during Activity 1 and adjust it as necessary as we develop the recruitment plan for each position.



Cost Proposal

The total fixed fee to complete each recruitment, as outlined in this proposal, is \$31,000. This includes all professional fees and expenses for Raftelis. Should the City request additional recruitments beyond the terms of this engagement, an annual escalator tied to CPI will be applied.

We estimate the following additional costs to the City, which would be billed at cost.

Advertising	Approximately \$2,000-\$2,500
Background checks	Estimated at \$175-\$500/finalist
Finalists' interview travel	Borne and reimbursed directly to the finalists by the City

Advertising and background checks are invoiced as completed. The fixed fee will be invoiced as follows:

Activity 1 – \$6,690	After delivery of the recruitment documents • Recruitment plan • Recruitment brochure • First-year goals
Activity 2 – \$13,956	After the candidate review
Activity 3 – \$10,354	After the interviews are completed

Hourly rates for services beyond those identified in this proposal are as follows:

Staff	Hourly Rate
Recruiter	\$285
Recruitment Specialist	\$165

ADDITIONAL HIRES

Within six (6) months of the final interview process, should an additional candidate be hired by the City from the pool of candidates presented Raftelis for this project, the additional fee shall be one-third of the Professional Services Fee, but a minimum of \$15,000.



COUNCIL COMMUNICATION

CC #: 2472
File #: 0316-04

Title: 2022 Speed Limit Update - Roseville Municipal Code Amendment
Contact: Jana Cervantes 916-774-5498 jcervantes@roseville.ca.us

Meeting Date: 1/18/2023
Item #: 7.23.

RECOMMENDATION TO COUNCIL

This is a request to set the speed limits on certain roads in the City of Roseville. Two options are available for Council's consideration:

1. Introduce for first reading, an ordinance amending section 11.28.010 of Chapter 11.28 of Title 11 of the Roseville Municipal Code regarding speed limits that would be radar enforceable, or
2. Adopt an amended speed limit ordinance with speed limits modified as desired. However, roadway segments with lower speed limits than those recommended may not be radar enforceable.

Staff recommends option 1, approval of the attached speed limit ordinance.

BACKGROUND

State law establishes the process for setting speed limits for roadways in California. The California Vehicle Code (CVC) and the California Manual on Uniform Traffic Control Devices (CaMUTCD) contain the guidelines and processes that must be followed in order to make speed limits radar enforceable. Certain roadways are assigned speed limits by default (called "prima facie" speed limits), such as 25 mph for residential streets and business districts, 15 mph in alleys, and 65 mph on all other roadways. Those do not require any kind of study as they are established by law. To justify a posted speed limit other than 65 mph that is radar enforceable, local jurisdictions are required to conduct and approve an Engineering and Traffic Survey (ETS). An ETS is based on two factors; the measured 85th percentile speed (the speed at or below which 85% of the traffic is traveling) and whether or not "conditions not readily apparent to motorists" are present.

The California Department of Transportation (Caltrans) has an established set of standards and procedures for conducting an ETS. These standards require that for a speed limit to be radar enforceable, the posted speed limit should be set at the 5 mph increment nearest the 85th percentile speed. The recommended speed limit can be lowered an additional 5 mph if "conditions not readily apparent to motorists" are present. Conditions not readily apparent can be

a variety of things such as an accident history, numerous driveways along the roadway, adjacent land uses, bike lanes, etc. The CVC requires that speed surveys must be conducted every five to ten years, or when there is a major change to a roadway.

A new bill (AB 43) went into effect this year that allows local agencies more leeway when it comes to setting radar enforceable speed limits. The new law takes into account more "conditions not apparent to motorists," such as proximity to schools, bike and pedestrian activity, and roadway geometry. For the past ten years, the City of Roseville has already taken a very generous approach in reducing our speed limits down the additional 5 mph permitted by law. Therefore, we don't expect to see much change in our radar enforceable speed limits this year.

Next year, AB 43 may allow the City to identify "safety corridors" for roadways with high pedestrian/bicycle activity or in a business district with certain geometric characteristic and adjacent land uses. Identification of safety corridors within Roseville may enable the lowering of the speed limit further to enhance vulnerable road user safety while still being radar enforceable.

Staff has recently completed 45 ETS's (See Table 1, attached). There are 5 new roadways surveyed; 35 surveys with no change recommended; and 5 surveys with a proposed decrease. The proposed decreases are along Bob Doyle Drive, North Cirby Way, Old Auburn Road, Rocky Ridge Drive, and Taylor Road, due to a reduction of the 85th percentile speeds.

A summary of the speed surveys is shown in Table 1 and a copy of the complete set of speed surveys is available at the City Clerk's Office for Council's review. The CVC requires that posted speed limits be consistent with the results of the ETS to be radar enforceable. Public Works, Police, and the City Attorney are all in agreement that in order for the City to be in compliance with State law, posted speed limits need to be set using the State guidelines.

FISCAL IMPACT

The cost of completing speed limit surveys and changing the recommended speed limit signs is included in existing operating budgets.

ENVIRONMENTAL REVIEW

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

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

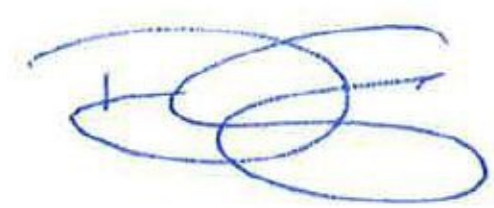
Goal C - Maintain a safe and healthy community

Goal E - Deliver exceptional city services

Respectfully Submitted,

Jana Cervantes, Senior Engineer

Jason Shykowski, Public Works Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Speed Limit Ordinance

Table 1 - 2022 Speed Limit Changes

ORDINANCE NO.

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING SECTION
11.28.010 OF CHAPTER 11.28 OF TITLE 11 OF THE ROSEVILLE MUNICIPAL CODE
REGARDING SPEED LIMITS

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. Section 11.28.010 of Chapter 11.28 of Title 11 of the Roseville Municipal Code is hereby amended to read as follows:

11.28.10 Change in speed limits set by state law.

Pursuant to authority contained in Sections 22357 and 22358 of the Vehicle Code, the city council determines upon the basis of an engineering and traffic survey that the prima facie speed limits set forth in this section would facilitate the orderly movement of vehicular traffic and would be reasonable and safe, except when passing school grounds, and it is determined that a speed limit greater than those hereinafter set forth would be more than is reasonable or safe. It is declared that the prima facie speed limits hereinafter set forth are established according to law:

1. Alexandra Drive:
 - a. Between East Roseville Parkway and Secret Ravine Parkway, 35 mph;
2. All-America City Boulevard:
 - a. Between Los Vegas Avenue and Washington Boulevard, 25 mph;
3. Angus Road:
 - a. Between Fiddyment Road and Casa Sedona Drive, 35 mph;
4. Antelope Creek Drive:
 - a. Between Galleria Boulevard and Creekside Ridge Drive, 30 mph,
 - b. Between Creekside Ridge Drive and end, 30 mph;
5. Atkinson Street:
 - a. Between Denio Loop and Church Street, 40 mph,
 - b. Between Denio Loop and PFE, 45 mph;
6. Atlantic Street:
 - a. Between Yosemite Street and Interstate 80, 40 mph;
7. Auburn Boulevard:
 - a. Between Riverside and city limits, 35 mph;

8. Automall Drive: 30 mph;
9. Baseline Road:
 - a. Between Foothills Boulevard and Fiddymment Road, 45 mph;
10. Berry Street:
 - a. Between 156 Berry Street and Galleria Boulevard, 35 mph;
11. Blue Oaks Boulevard:
 - a. Between Fiddymment Road and ~~E~~eastern ~~C~~eity ~~L~~imits, 45 mph,
 - b. Between Fiddymment Road and Hayden Parkway, 50 mph;
 - ~~b~~.c. Fiddymment Road and Westbrook Boulevard, 45 mph,
12. Bob Doyle Between Drive:
 - a. Between Kennerleigh Parkway and Hayden Parkway, ~~30~~5 mph;
13. Brady Lane:
 - a. Between Vineyard Road and Baseline Road, 40 mph;
14. Brookstone Drive:
 - a. Between Westbrook Boulevard (N) and Westbrook Boulevard (S), 30 mph;
15. Casa Sedona Drive:
 - a. Between Angus Road and Crocker Ranch Road, 30 mph;
16. Central Park Drive:
 - a. Between Fairway Drive and Highland Park Drive, 25 mph;
17. Chase Drive:
 - a. Between Roseville Parkway and Heritage Drive, 30 mph;
18. Church Street:
 - a. Between Atkinson Street and Washington Boulevard, 35 mph;
19. Cirby Hills Drive:
 - a. Between Cirby Way and end, 30 mph;
20. Cirby Way:
 - a. Between Foothills Boulevard and Old Auburn Boulevard, 40 mph;
21. Commerce Drive:

- a. Vernon Street and Roseville Road, 35 mph;
- 22. Country Club Drive:
 - a. Between Baseline Road and Pleasant Grove Boulevard, 35 mph;
- 23. Crawford Parkway:
 - a. Between Schellhous Drive and Fiddymment Road, 35 mph;
 - b. Between North Hayden Boulevard to Schellhous Drive, 25 mph;
- 24. Creekside Ridge Drive:
 - a. Between Roseville Parkway and end, 25 mph;
- 25. Crimson Ridge Way:
 - a. Between Woodcreek Oaks Boulevard and Roseville Parkway, 30 mph;
- 26. Crocker Ranch Road:
 - a. Between Blue Oaks Boulevard and Opal Drive, 35 mph;
- 27. Del Webb Boulevard:
 - a. Between Fiddymment Road and Blue Oaks Boulevard, 35 mph;
- 28. Diamond Creek Boulevard:
 - a. Between Blue Oaks Boulevard and Parkside Way, 35 mph;
- 29. Douglas Boulevard:
 - a. Between Vernon Street and 1-80, 30 mph,
 - b. Between I-80 and Rocky Ridge, 35 mph,
 - c. Between Rocky Ridge Drive and Sierra College Boulevard, 45 mph;
- 30. Eastridge Drive:
 - a. Between Old Auburn Road and Weston Way, 30 mph;
- 31. East Roseville Parkway:
 - a. Between Taylor Road and Sierra College Boulevard, 45 mph,
 - b. Between Sierra College Boulevard and eastern City limits, 40 mph;
- 32. Estates Drive:
 - a. Between Folsom Road and Harding Boulevard, 25 mph;

33. Eureka Road:
 - a. Between Interstate 80 and Sierra College Boulevard, 40 mph;
34. Fairway Drive:
 - a. Between northern city limits and Stanford Ranch Road, 40 mph;
35. Fiddymment Road:
 - a. Between Pleasant Grove Boulevard and northern city limits, 45 mph,
 - b. Between Pleasant Grove Boulevard and Baseline Road, 50 mph;
36. Fidelity Way:
 - a. Between Blue Oaks Boulevard and Freedom Way, 30 mph;
37. Folsom Road:
 - a. Between Vernon Street and Douglas Boulevard, 25 mph;
38. Foothills Boulevard:
 - a. Between Cirby Way and Blue Oaks Boulevard, 45 mph,
 - b. Between Blue Oaks Boulevard and northern city limits, 40 mph;
39. Freedom Way:
 - a. Between Industrial Avenue and Washington Boulevard, 40 mph;
40. Galilee Road:
 - a. Between Pleasant Grove Boulevard and Industrial Avenue, 35 mph;
41. Galleria Boulevard:
 - a. Between Harding Boulevard and Roseville Parkway, 45 mph,
 - b. Between Roseville Parkway and SR-65, 40 mph;
42. Gibson Drive:
 - a. Between Roseville Parkway (E) and Roseville Parkway (W), 40 mph;
43. Hallissy Drive:
 - a. Between Washington Boulevard and Pleasant Grove Boulevard, 30 mph;
44. Harding Boulevard:
 - a. Between Douglas Boulevard and Estates Drive, 30 mph,

- b. Between Estates Drive and Lead Hill Boulevard, 35 mph,
 - c. Between Lead Hill Boulevard and Wills Road, 40 mph;
- 45. Hayden Parkway:
 - a. Between Fiddymment Road and Blue Oaks Boulevard, 35 mph;
- 46. Highland Park Drive:
 - a. Between Fairway Drive and Pleasant Grove Boulevard, 30 mph,
 - b. Between Pleasant Grove Boulevard and Stanford Ranch, 35 mph;
- 47. Hillsborough Drive:
 - a. Between East Roseville Parkway and Eureka Road, 35 mph;
- 48. Holt Parkway:
 - a. Between Fiddymment Road and North Hayden Parkway, 30mph;
- 49. Industrial Avenue:
 - a. Between Northern city limits and Washington Boulevard, 45 mph;
- 50. Junction Boulevard:
 - a. Between Baseline Road and Foothills Boulevard, 45 mph,
 - b. Between Foothills Boulevard and Washington Boulevard, 40 mph;
- 51. Kennerleigh Parkway:
 - a. Between Pleasant Grove Boulevard and Bob Doyle Drive, 35 mph;
- 52. Kemoy Lane:
 - a. Between Riverside Avenue and end, 25 mph;
- 53. Lead Hill Boulevard:
 - a. Between Harding Boulevard and North Sumise Avenue, 35 mph,
 - b. Between North Sunrise Avenue and East Roseville Parkway, 40 mph;
- 54. Main Street:
 - a. Between Foothills Boulevard and Porter Drive, 35 mph;
- 55. Market Street:
 - a. Between Pleasant Grove Boulevard and southerly end, 35 mph;

56. McAnally Drive:
- a. Between Foothills Boulevard and Woodcreek Oaks Boulevard, 35 mph;
57. Melody Lane:
- a. Between Cirby Way and West Whyte Avenue, 35 mph;
58. Miners Ravine Drive:
- a. Between Sierra College Boulevard and Copperleaf Street, 30 mph;
59. Monument Drive:
- a. Between Pleasant Grove Boulevard and Bob Doyle Drive, 30 mph;
60. New Meadow Drive:
- a. Between Blue Oaks Boulevard and Parkside Way, 35 mph;
61. Niblick Drive:
- a. Between Blue Oak Boulevard and end, 35 mph;
62. North Cirby Way:
- a. Between Thistle Down Drive and East Roseville Parkway, ~~30~~5 mph;
63. North Hayden Parkway:
- a. Between Fiddymment Road and Hollis Way, 35 mph;
 - ~~a.~~ b. Between Hollis Way and Blue Oaks Boulevard, 35 mph;
64. Northpark Drive:
- a. Between Woodcreek Oaks Boulevard and Parkside Drive, 30 mph;
65. North Sunrise Avenue:
- a. Between Douglas Boulevard and Lead Hill Boulevard, 35 mph,
 - b. Between Lead Hill Boulevard and East Roseville Parkway, 40 mph;
66. Oak Crest Drive:
- a. Between Alexandra Drive and Frensham Drive, 25 mph;
67. Old Auburn Road:
- a. Between South Cirby and the easterly city limit line, ~~40~~5 mph,
 - b. Between Sierra College Boulevard and East Roseville Parkway, 35 mph,
 - c. Between South Cirby and the southern city limit line, 35 mph;

68. Old Washington Blvd:
 - a. Between Atlantic Street and Republican Alley, 15 mph;
69. Olympus Drive:
 - a. Between Professional Drive and East Roseville Parkway, 30 mph,
 - b. Between East Roseville Parkway and Sierra College Boulevard, 40 mph;
70. Opal Drive:
 - a. Between Crocker Ranch Road and Parkside Way, 35 mph;
71. Opportunity Drive:
 - a. Vineyard Road and end, 30 mph;
72. Orchard View Road:
 - a. Between Blue Oaks Boulevard and Harcourt Way, 25 mph;
73. Orlando Avenue:
 - a. Between Cirby Way and Riverside Avenue/Auburn Boulevard, 40 mph;
74. Painted Desert Drive:
 - a. Between Prairie Woods and Woodcreek Oaks , 30 mph;
 - b. Between Woodcreek Oaks Boulevard and Roseville Parkway, 35 mph;
75. Parkhill Drive:
 - a. Between McLaren Drive and East Roseville Parkway, 35 mph;
76. Parkside Drive:
 - a. Between Opal Drive and Diamond Creek Boulevard, 35 mph,
 - b. Between Diamond Creek and McCloud Way, 25 mph,
 - c. Between McCloud Way and New Meadow Drive; 35 mph;
77. Park Regency Drive:
 - a. Between Hiawatha Drive and Junction Boulevard, 30 mph,
 - b. Between Junction Boulevard and Casterbridge Drive, 35 mph;
78. P.F.E. Road:
 - a. Between Atkinson Street and the western city limits, 45 mph;

79. Phillip Road:
 - a. Between Westpark Drive and end, 40 mph;
80. Pioneer Road:
 - a. Between Pleasant Grove Boulevard and Trehowell Drive, 30 mph;
81. Pleasant Grove Boulevard:
 - a. Between western city limits and Rocklin city limits, 45 mph;
82. Prairie Woods Way:
 - a. Between Blue Oaks and Painted Desert, 30 mph;
83. Professional Drive:
 - a. Between Rocky Ridge Drive and Olympus Drive, 30 mph;
84. Reserve Drive:
 - a. Between Diamond Oaks Road and Roseville Parkway, 25 mph,
 - b. Between Diamond Oaks Road and Berry Street, 35 mph
85. Riverside Avenue:
 - a. Between I-80 and Darling Way, 35 mph,
 - b. Between Darling Way and Douglas Boulevard, 25 mph;
86. Rocky Ridge Drive:
 - ~~a. Between East Roseville Parkway and Cirby Way, 40 mph;~~
 - a. Between Cirby Way to Douglas Boulevard, 40 mph;
 - b. Between Douglas Boulevard and Eureka Road, 35 mph;
 - c. Between Eureka Road and East Roseville Parkway, 40 mph;
87. Roseville Parkway:
 - a. Between Washington Boulevard and Taylor Road, 45 mph;
 - b. Between Blue Oaks Boulevard and Foothills Boulevard, 35 mph;
88. Roseville Road:
 - a. Between Cirby Way and the southern city limits, 45 mph;
89. Santa Clara Drive:

- a. Between Douglas Boulevard and Sierra Gardens Drive, 30 mph;
- 90. Scarborough Drive:
 - a. Between Secret Ravine Parkway and northern city limits, 35 mph;
- 91. Secret Ravine Parkway:
 - a. Between East Roseville Parkway and Sierra College Boulevard, 45 mph;
- 92. Schellhous Drive:
 - a. Between Holt Parkway and Cumberland Loop, 25 mph;
- 93. Sierra Boulevard:
 - a. Between Roseville Street and Alta Vista, 30 mph;
- 94. Sierra College Boulevard:
 - a. Between Olympus Drive and Old Auburn Road, 45 mph,
 - b. Between Olympus and city limits, 50 mph;
- 95. Sierra Gardens Drive:
 - a. Between Douglas Boulevard and North Sunrise Avenue, 30 mph;
- 96. South Cirby Way:
 - a. Between Rocky Ridge Drive and Old Auburn Road, 40 mph;
- 97. Stanford Ranch Road:
 - a. Between Highway 65 and northern city limits, 40 mph;
- 98. Stone Point Drive:
 - a. Between North Sunrise and Rocky Ridge Drive, 35 mph;
- 99. Sun City Boulevard:
 - a. Between Pleasant Grove Boulevard and Del Webb Boulevard, 35 mph;
- 100. Sunrise Avenue:
 - a. Between Douglas Boulevard and Cirby Way, 35 mph,
 - b. Between Cirby Way and city limits, 40 mph;
- 101. Taylor Road:

~~a. Between Eureka Road and northern city limits, 45 mph;~~

a. Between Eureka Road to East Roseville Parkway, 40 mph;

b. East Roseville Parkway to City Limit, 45 mph;

102. Trehowell Drive:

a. Between Chase Drive and Pioneer Road, 30 mph;

103. Trestle Road:

a. Between Roseville Parkway and Hallissy Drive, 25 mph;

104. Vernon Street:

a. Between Folsom Road and Lincoln Street, 25 mph,

b. Between Lincoln Street and South Grant Street, 15 mph,

c. Between South Grant Street and Riverside Avenue, 25 mph,

d. Between Riverside Avenue and 6th Street, 35 mph,

e. Between 6th Street and Cirby Way, 40 mph;

~~e.f.~~ Between Cirby Way and West Whyte Avenue, 25 mph,

105. Village Green Drive:

a. Between Fiddymment Road and Bob Doyle Drive, 35 mph;

106. Vineyard Road:

a. Between Atkinson Street and Brady Lane, 40 mph;

107. Vista Grande Boulevard:

a. Between Fiddymment Road and Market Street, 40 mph;

~~107.~~108. Washington Boulevard:

a. Between Oak Street and Elefa Street, 35 mph,

b. Between Elefa Street and Blue Oaks Boulevard, 45 mph;

~~108.~~109. Westbrook Boulevard:

a. Between Pleasant Grove Boulevard and ~~Payson Avenue~~ Blue Oaks Boulevard, 40 mph;

~~109.~~110. Westhills Drive:

a. Between Fiddymment Road and Morningstar Drive, 35 mph;

~~110.~~111. Westpark Drive:

- a. Between Blue Oaks Boulevard and 2420 feet south of Phillip Road, 40 mph;
- b. Between Bickleigh Loop and Bob Doyle Drive, 35mph;

~~111.~~112. Woodcreek Oaks Boulevard:

- a. Between Baseline Road and Horncastle Avenue, 40 mph,
- b. Between Horncastle Avenue and Blue Oaks Boulevard, 45 mph;
- c. Between Blue Oaks Boulevard and northern city limits, 40 mph;

~~112.~~113. Yosemite Street:

- a. Between Atlantic Street and Shasta Street, 25 mph.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

Table 1 - 2022 Speed Limit Changes

Street	Form	To	Existing Speed Limit	Current 85th	Previous 85th	Proposed Speed Limit
Proposed Decrease						
Bob Doyle Drive	Westpark Drive	Kennerleigh Parkway	35	32.3	33.5	30
North Cirby Way	Thistle Down Drive	East Roseville Parkway	35	36.9	39.7	30
Old Auburn Rd	S Cirby Way	Eastern City Limit	45	45.9	49.8	40
Rocky Ridge Drive	Eureka Road	Douglas Blvd	40	40.0	42.6	35
Taylor Road	Eureka Road	East Roseville Parkway	45	44.7	47.8	40
New Survey						
Blue Oaks Blvd	Fiddymment Road	Westbrook Blvd	N/A	47.0	N/A	45
North Hayden Pkwy	Blue Oaks Blvd	Hollis Wy	N/A	41.4	N/A	35
Vernon Street	Cirby Way	West Whyte Ave	N/A	30.4	N/A	25
Vista Grande Blvd	Fiddymment Rd	Market St	N/A	46.5	N/A	40
Westbrook Blvd	Pleasant Grove Blvd	Blue Oaks Blvd	N/A	45.9	N/A	40
No Change						
Atlantic Street	Yosemite Street	Interstate 80	40	45.1	45.5	40
Blue Oaks Blvd	Fiddymment Road	Woodcreek Oaks Blvd	45	50.8	51.9	45
Blue Oaks Blvd	Woodcreek Oaks Blvd	Foothills Blvd	45	49.9	50.3	45
Eureka Road	Douglas Blvd	Roseville Parkway	40	46.3	42.4	40
Eureka Road	East Roseville Parkway	Sierra College Blvd	40	45.9	45.1	40
Fiddymment Rd	Pleasant Grove Blvd	Baseline Rd	50	52.7	53.7	50
Foothills Blvd	Blue Oaks Blvd	City Limit	40	43.7	43.8	40
Harding Blvd	Estates Drive	Lead Hill Blvd	35	41.1	40.2	35
Junction Blvd	Foothills Blvd	Washington Blvd	40	47.3	46.4	40
Lead Hill Blvd	Rocky Ridge Drive	East Roseville Parkway	40	43.8	44.9	40
Lead Hill Blvd	North Sunrise Ave	Rocky Ridge Drive	40	45.7	46.7	40
Lead Hill Blvd	Harding Blvd	Sunrise Ave	35	39.4	40.4	35
Monument Drive	Bob Doyle Drive	Pleasant Grove Blvd	30	35.8	36.0	30
North Sunrise Ave	Lead Hill Blvd	Douglas Blvd	35	42.4	41.3	35
North Sunrise Ave	Eureka Road	Lead Hill Blvd	40	42.8	43.6	40
Parkhill Drive	East Roseville Parkway	McLaren Drive	35	37.2	37.5	35
PFE Road	Atkinson Street	Western City Limit	45	45.9	46.6	45
Pleasant Grove Blvd	Fiddymment Road	Market Street	45	49.7	48.3	45
Pleasant Grove Blvd	Market Street	Western City Limit	45	50.1	46.9	45
Rocky Ridge Drive	Douglas Blvd	Cirby Way	40	47.2	46.9	40
Rocky Ridge Drive	Roseville Parkway	Eureka Road	40	43.1	43.5	40
Sierra College Blvd	Old Auburn Road	Eureka Road	45	47.9	49.8	45
Sierra College Blvd	Douglas Blvd	Olympus Drive	45	49.4	48.6	45
Sierra College Blvd	Olympus Drive	Northern City Limit	50	55.0	56.6	50
Stanford Ranch Road	HWY 65	Fairway Drive	40	45.8	45.6	40
Stanford Ranch Road	Fairway Drive	Northern City Limit	40	47.1	45.4	40
Sunrise Ave	Cirby Way	Southern City Limit	40	47.4	47.3	40
Vernon Street	Riverside/Douglas Blvd	Taylor St	25	28.9	30.1	25
Vernon Street	Cirby Way	Sixth Street	40	43.6	43.8	40
Vernon Street	Taylor Street	Folsom Road	15	22.3	20.0	15
Vineyard Road	Atkinson Street	Western City Limit	40	45.8	46.3	40
Washington Blvd	Junction Blvd	Pleasant Grove Blvd	45	49.9	50.1	45
Washington Blvd	Junction Blvd	Elefa Street	45	50.4	51.0	45
Washington Blvd	Elefa Street	Oak Street	35	41.8	39.8	35
Westpark Drive	Bob Doyle Drive	Bickleigh Loop	35	37.4	39.0	35



COUNCIL COMMUNICATION

CC #: 2491

File #: 0800-05 & 0201-01

Title: Legal Software Replacement - Budget Adjustment

Contact: Robin Bernhard 916-774-5127 rbernhard@roseville.ca.us

Meeting Date: 1/18/2023

Item #: 7.24.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt an ordinance approving a budget adjustment appropriating \$39,930 from the Information Technology Replacement Fund for the implementation and Year 1 maintenance of legal software used by the City Attorney's Office.

BACKGROUND

The City Attorney's Office uses software for legal case management. The current solution, Citylaw, is due for replacement and the project team identified a potential solution. Approval of this ordinance will allow the project team to proceed with purchasing the selected software including licensing and professional services.

FISCAL IMPACT

The implementation and Year 1 maintenance costs are \$38,180 plus 10% contingency of \$1,750, for a total cost of \$39,930 funded through the Information Technology Replacement Fund. Future annual maintenance will be included in the City Attorney's Office operating budget in the General Fund. The estimated five year cost of ownership to the City is \$59,720.

ENVIRONMENTAL REVIEW

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

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal A - Remain fiscally responsible in a changing world

Goal E - Deliver exceptional city services

Respectfully Submitted,

Robin Bernhard, IT Program Manager

Hong Sae, Chief Information Officer



Dominick Casey, City Manager

ATTACHMENTS:

Description

Ordinance 6597

Budget Adjustment

ORDINANCE NO. 6597

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2022-23
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 2022-23, is hereby amended as listed on the attached budget adjustment for legal software replacement.

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 _____, 2023, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



REQUEST FOR BUDGET ADJUSTMENT

REQUESTER NAME & TITLE: Robin Bernhard, IT Program Manager FISCAL YEAR: 2022-23

PREPARER NAME & TITLE: Robin Bernhard, IT Program Manager COUNCIL DATE (if applicable): 1/18/2023

DEPARTMENT/DIVISION: IT Business Solutions ORDINANCE: _____

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
4105	5301	84001	500319	19,250	Establish Professional Services budget for Citylaw Project
4105	5393	84001	500319	20,680	Establish Software budget for Citylaw Project
TOTAL				39,930	

REVENUES/TRANSFERS IN

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
TOTAL				-	

NET ADJUSTMENT	39,930
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FUND BALANCE

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
4105	3601	00000		(39,930)	Reduce IT Replacement Fund Balance
TOTAL				(39,930)	

Justification for Budget Adjustment:

This budget adjustment is requested to establish project #500319 - Citylaw Replacement. This budget will pay for funding of the implementation and Year 1 maintenance. City Law is a software application used by the City Attorney's Office (CAO) for legal case management and document storage. The City implemented CityLaw over 20 years ago and while functional, it does not offer all functionality that could be used by the current CAO staff. Year 1 replacement cost is funded from the IT-Rehab Fund while future years (starting with Year 2) will be funded from City Attorney's Departmental Operating Cost.

REQUIRED APPROVALS:

REQUESTING DEPARTMENT HEAD / DESIGNEE _____ DATE _____ BUDGET MANAGER / DESIGNEE _____ DATE _____

CHIEF FINANCIAL OFFICER / DESIGNEE _____ DATE _____ CITY MANAGER / DESIGNEE _____ DATE _____

BUDGET DEPARTMENT USE ONLY:

POSTED BY _____ DATE _____

Revised: June 24, 2019



COUNCIL COMMUNICATION

CC #: 2508

File #: 0214 & 0323 & 0201-01

Title: U.S. Department of Justice, Office of Community Oriented Policing Services - Grant Award and Budget Adjustment

Contact: Mark Peinado 916-774-5021 mcpeinado@roseville.ca.us
Doug Blake 916-746-1043 dblake@roseville.ca.us

Meeting Date: 1/18/2023

Item #: 7.25.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution accepting the grant award from the Office of U.S. Department of Justice, Community Oriented Policing Services (COPS) in the amount of \$150,000 and authorizing the City Manager or his Designee to execute the required documents on behalf of the City. Additionally, Staff recommends that City Council adopt an ordinance approving a budget adjustment in the amount of \$150,000.

BACKGROUND

The Roseville Police Department has been awarded \$150,000 through the FY2022 Law Enforcement Agency De-Escalation Grant Program by the U.S. Department of Justice, Office of Community Oriented Policing Services (COPS). The COPS De-Escalation grant supports projects in police agencies across the country in their efforts to enhance training in de-escalation. The national goal is to influence, mitigate, and reduce unnecessary police use of force incidents through more scenario based de-escalation training. The grant specifically offers to fund Virtual-Reality (VR) systems that can be used as a very important tool in supporting an agency's training culture and scenario-based practice in the verbal aspects of de-escalation.

It is the goal of the Roseville Police Department to create, enhance and sustain a comprehensive de-escalation training program by obtaining a VR system for use in force options, tactical communication, duty to intervene and de-escalation skills training.

FISCAL IMPACT

The recommended budget adjustment will appropriate \$150,000 of grant funding in the City's Grants Fund. The budget adjustment will have no net impact on the City's General Fund.

ENVIRONMENTAL REVIEW

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

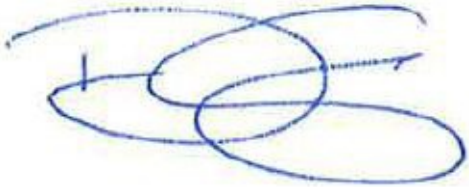
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal C - Maintain a safe and healthy community

Respectfully Submitted,

Mark Peinado, Management Analyst

Troy Bergstrom, Police Chief



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 23-039

Grant Award

Ordinance 6605

Budget Adjustment

RESOLUTION NO. 23-039

ACCEPTING A GRANT AWARD FROM THE U.S. DEPARTMENT OF JUSTICE,
OFFICE OF COMMUNITY ORIENTED POLICING SERVICES

WHEREAS, the Roseville Police Department was awarded a \$150,000 grant by the U.S. Department of Justice, Office of Community Oriented Policing Services; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Roseville that the City of Roseville accepts the grant award from the U.S. Department of Justice, Office of Community Oriented Policing Services and the City Manager is hereby authorized to execute any required documents.

BE IT FURTHER RESOLVED that as the grant recipient, the City of Roseville agrees to comply with all conditions and requirements related to the award; and

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 2023, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

✓ Award Letter

October 13, 2022

Dear Troy Bergstrom,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Community Oriented Policing Services (the COPS Office) has approved the application submitted by ROSEVILLE, CITY OF for an award under the funding opportunity entitled 2022 FY22 Law Enforcement Agency De-Escalation Grants -Community Policing Development Solicitation. The approved award amount is \$150,000.

Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and OVW funding the Award Offer also includes any Other Award Documents.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by the COPS Office, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

ROBERT CHAPMAN
Acting Director

Office for Civil Rights Notice for All Recipients

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Section 504 of the

Rehabilitation Act of 1973, require recipients of federal financial assistance to give assurances that they will comply with those laws. Taken together, these civil rights laws prohibit recipients of federal financial assistance from DOJ from discriminating in services and employment because of race, color, national origin, religion, disability, sex, and, for grants authorized under the Violence Against Women Act, sexual orientation and gender identity. Recipients are also prohibited from discriminating in services because of age. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with DOJ awards, see <https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm>.

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria. These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a nondiscriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOPs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEOP requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c)(5).

The OCR is available to help you and your organization meet the civil rights requirements that are associated with DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to contact the OCR at askOCR@ojp.usdoj.gov.

✓ Award Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Recipient Information

Recipient Name

ROSEVILLE, CITY OF

UEI

W49TKZLUYCJ3

ORI Number

—

Street 1

Street 2

311 VERNON ST

City	State/U.S. Territory
ROSEVILLE	California
Zip/Postal Code	Country
95678	United States
County/Parish	Province
_____	_____

 Award Details

Federal Award Date	Award Type
10/13/22	Initial
Award Number	Supplement Number
15JCOPS-22-GG-04818-PPSE	00
Federal Award Amount	Funding Instrument Type
\$150,000.00	Grant

Assistance Listing Number	Assistance Listings Program Title
16.710	Public Safety Partnership and Community Policing Grants

Statutory Authority

The Public Safety Partnership and Community Policing Act of 1994, 34 U.S.C. § 10381 et seq

☐ *I have read and understand the information presented in this section of the Federal Award Instrument.*

▼ **Project Information**

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Solicitation Title

2022 FY22 Law Enforcement Agency De-Escalation Grants -Community Policing Development Solicitation

Awarding Agency

COPS

Application Number

GRANT13645068

Grant Manager Name Phone Number

VONDA MATTHEWS

[202-616-9430](tel:202-616-9430)

E-mail Address

VONDA.MATTHEWS2@USDOJ.GOV

Project Title

FY22 City of Roseville, CA De-Escalation Grant

**Performance Period Start
Date**

09/01/2022

**Performance Period End
Date**

08/31/2024

Budget Period Start Date

09/01/2022

Budget Period End Date

08/31/2024

Project Description

It is the goal of the Roseville Police Department to use grant funding to create, enhance and sustain a comprehensive de-escalation training program by obtaining a Virtual Reality system for use in force options, tactical communication, duty to intervene and de-escalation skills training. If the Roseville Police Department obtained a VR system, we would be able to provide excellent training and a culture of skilled de-escalation for our officers and the variety of law enforcement entities and HHS workers that we serve with.



I have read and understand the information presented in this section of the Federal Award Instrument.

Financial Information

Conditional Budget Clearance

The financial review of the budget for this award is still pending. For further details on the reason for this conditional budget clearance contact your assigned COPS program manager. Please review your specific award conditions for limitations on drawing down funding pending final budget clearance.

Other Award Documents

No other award documents have been added.

Award Conditions

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.



Restrictions on Internal Confidentiality Agreements: No recipient or subrecipient under this award, or entity that receives a contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts the lawful reporting of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information. Consolidated Appropriations Act, 2022, Public Law 117-103, Division E, Title VII, Section 742.



Duplicative Funding: The recipient understands and agrees to notify the COPS Office if it receives, from any other source, funding for the same item or service also funded under this award.



Contract Provision: All contracts made by the award recipients under the federal award must contain the provisions required under 2 C.F.R. Part 200, Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards. Please see appendices in the Award Owner's Manual for a full text of the contract provisions.



Award Monitoring Activities: Federal law requires that recipients receiving federal funding from the COPS Office must be monitored to ensure compliance with their award conditions and other applicable statutes and regulations. The COPS Office is also interested in tracking the progress of our programs and the advancement of community policing. Both aspects of award implementation—compliance and programmatic benefits—are part of the monitoring process coordinated by the U.S. Department of Justice. Award monitoring activities conducted by the COPS Office include site visits, enhanced office-based grant reviews,

alleged noncompliance reviews, financial and programmatic reporting, and audit resolution. As a COPS Office award recipient, you agree to cooperate with and respond to any requests for information pertaining to your award. This includes all financial records, such as general accounting ledgers and all supporting documents. All information pertinent to the implementation of the award is subject to agency review throughout the life of the award, during the close-out process and for three-years after the submission of the final expenditure report. 34 U.S.C. § 10385(a) and 2 C.F.R. §§ 200.334 and 200.337.

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Authorized Representative Responsibility: The recipient understands that, in accepting this award, the Authorized Representatives declare and certify, among other things, that they possess the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accept (or adopt) all material requirements throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

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Termination: Recipient understands and agrees that the COPS Office may terminate funding, in whole or in part, for the following reasons:

- (1) When the recipient fails to comply with the terms and conditions of a Federal award.
 - (2) When an award no longer effectuates the program goals or agency priorities, to the extent such termination is authorized by law.
 - (3) When the recipient agrees to the termination and termination conditions.
 - (4) When the recipient provides the COPS Office written notification requesting termination including the reasons, effective date, and the portion of the award to be terminated. The COPS Office may terminate the entire award if the remaining portion will not accomplish the purposes of the award.
 - (5) Pursuant to any other termination provisions included in the award.
2. C.F.R. § 200.340.

7

Award Owner's Manual: The recipient agrees to comply with the terms and conditions in the applicable 2022 COPS Office Program Award Owner's Manual; DOJ Grants Financial Guide; COPS Office statute (34 U.S.C. § 10381, et seq.) as applicable; Students, Teachers, and Officers Preventing (STOP) School Violence Act of 2018 (34 U.S.C. § 10551, et seq.) as applicable; the requirements of 2 C.F.R. Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) as adopted by the U.S. Department of Justice in 2 C.F.R. § 2800.101; 48 C.F.R. Part 31 (FAR Part 31) as applicable (Contract Cost Principles and Procedures); the Cooperative Agreement as applicable; representations made in the application; and all other applicable program requirements, laws, orders, regulations, or circulars.

8

Assurances and Certifications: The recipient acknowledges its agreement to comply with the Assurances and Certifications forms that were signed as part of its application.

9

Federal Civil Rights: The Applicant understands that the federal statutes and regulations applicable to the award (if any) made by the Department based on the application specifically include statutes and regulations pertaining to civil rights and nondiscrimination, and, in addition—

- a. the Applicant understands that the applicable statutes pertaining to civil rights will include section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681); and section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102);
- b. the Applicant understands that the applicable statutes pertaining to nondiscrimination may include section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); section

1407(e) of the Victims of Crime Act of 1984 (34 U.S.C. § 20110(e)); section 299A(b) of the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); and that the grant condition set out at section 40002(b)(13) of the Violence Against Women Act (34 U.S.C. § 12291(b)(13)), which will apply to all awards made by the Office on Violence Against Women, also may apply to an award made otherwise;

c. the Applicant understands that it must require any subrecipient to comply with all such applicable statutes (and associated regulations); and

d. on behalf of the Applicant, I make the specific assurances set out in 28 C.F.R. §§ 42.105 and 42.204. The Applicant also understands that (in addition to any applicable program-specific regulations and to applicable federal regulations that pertain to civil rights and nondiscrimination) the federal regulations applicable to the award (if any) made by the Department based on the application may include, but are not limited to, 2 C.F.R. Part 2800 (the DOJ "Part 200 Uniform Requirements") and 28 C.F.R. Parts 22 (confidentiality - research and statistical information), 23 (criminal intelligence systems), 38 (regarding faith-based or religious organizations participating in federal financial assistance programs), and 46 (human subjects protection).

10

Mandatory Disclosure: Recipients and subrecipients must timely disclose in writing to the Federal awarding agency or pass-through entity, as applicable, all federal criminal law violations involving fraud, bribery, or gratuity that may potentially affect the awarded federal funding. Recipients that receive an award over \$500,000 must also report certain civil, criminal, or administrative proceedings in SAM and are required to comply with the Term and Condition for Recipient Integrity and Performance Matters as set out in 2 C.F.R. Part 200, Appendix XII to Part 200. Failure to make required disclosures can result in any of the remedies, including suspension and debarment, described in 2 C.F.R. § 200.339. 2 C.F.R. § 200.113.

11

Enhancement of Contractor Protection from Reprisal for Disclosure of Certain Information: Recipients and subrecipients agree not to discharge, demote, or otherwise discriminate against an employee as reprisal for the employee disclosing information that he or she reasonably believes is evidence of gross mismanagement of a federal contract or award, a gross waste of federal funds, an abuse of authority relating to a federal contract or award, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or award. Recipients and subrecipients also agree to provide to their employees in writing (in the predominant native language of the workforce) of the rights and remedies provided in 41 U.S.C. § 4712. Please see appendices in the Award Owner's Manual for a full text of the statute.

12

False Statements: False statements or claims made in connection with COPS Office awards may result in fines, imprisonment, debarment from participating in federal awards or contracts, and/or any other remedy available by law. 31 U.S.C. § 3729-3733.

13

System for Award Management (SAM) and Universal Identifier Requirements: The recipient agrees to comply with the following requirements of 2 C.F.R. Part 25, Appendix A to Part 25 – Award Term:

I. System for Award Management and Universal Identifier Requirements

A. Requirement for System for Award Management

Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain current information in the SAM. This includes information on your immediate and highest level owner and subsidiaries, as well as on all of your predecessors that have been awarded a Federal contract or Federal financial assistance within the last three years, if applicable, until you submit the final financial report required under this Federal award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another Federal award term.

B. Requirement for Unique Entity Identifier

If you are authorized to make subawards under this Federal award, you:

1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you until the entity has provided its Unique Entity Identifier to you.
2. May not make a subaward to an entity unless the entity has provided its Unique Entity Identifier to you. Subrecipients are not required to obtain an active SAM registration, but must obtain a Unique Entity Identifier.

C. Definitions

For purposes of this term:

1. System for Award Management (SAM) means the Federal repository into which a recipient must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM internet site (currently at <https://www.sam.gov>).
2. Unique Entity Identifier means the identifier assigned by SAM to uniquely identify business entities.
3. Entity includes non-Federal entities as defined at 2 CFR 200.1 and also includes all of the following, for purposes of this part:
 - a. A foreign organization;
 - b. A foreign public entity;
 - c. A domestic for-profit organization; and
 - d. A Federal agency.
4. Subaward has the meaning given in 2 CFR 200.1.
5. Subrecipient has the meaning given in 2 CFR 200.1.

14

Reporting Subawards and Executive Compensation

The recipient agrees to comply with the following requirements of 2 C.F.R. Part 170, Appendix A to Part 170 – Award Term:

- I. Reporting Subawards and Executive Compensation
 - a. Reporting of first-tier subawards.

Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that equals or exceeds \$30,000 in Federal funds for a subaward to a non-Federal entity or Federal agency (see definitions in paragraph e. of this award term).

2. Where and when to report.

- i. The non-Federal entity or Federal agency must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrs.gov>.
- ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

3. What to report. You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.

b. Reporting total compensation of recipient executives for non-Federal entities.

1. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—

i. The total Federal funding authorized to date under this Federal award equals or exceeds \$30,000 as defined in 2 CFR 170.320;

ii. in the preceding fiscal year, you received—

(A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards), and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and,

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. Where and when to report. You must report executive total compensation described in paragraph b.1. of this award term:

i. As part of your registration profile at <https://www.sam.gov>.

ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. Reporting of Total Compensation of Subrecipient Executives.

1. Applicability and what to report. Unless you are exempt as provided in paragraph d. of this award term, for each first-tier non-Federal entity subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—

i. in the subrecipient's preceding fiscal year, the subrecipient received—

(A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards) and,

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. Where and when to report. You must report subrecipient executive total compensation described in paragraph c.1. of this award term:

i. To the recipient.

ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. Exemptions.

If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

i. Subawards, and

ii. The total compensation of the five most highly compensated executives of any subrecipient.

e. Definitions. For purposes of this award term:

1. Federal Agency means a Federal agency as defined at 5 U.S.C. 551(1) and further clarified by 5 U.S.C. 552(f).

2. Non-Federal entity means all of the following, as defined in 2 CFR part 25:

i. A Governmental organization, which is a State, local government, or Indian tribe;

ii. A foreign public entity;

iii. A domestic or foreign nonprofit organization; and,

iv. A domestic or foreign for-profit organization

3. Executive means officers, managing partners, or any other employees in management positions.

4. Subaward:

i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.331).

iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

5. Subrecipient means a non-Federal entity or Federal agency that:

i. Receives a subaward from you (the recipient) under this award; and

ii. Is accountable to you for the use of the Federal funds provided by the subaward.

6. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)).

15

Equal Employment Opportunity Plan (EEOP): All recipients of funding from the COPS Office must comply with the federal regulations pertaining to the development and implementation of an Equal Employment Opportunity Plan. 28 C.F.R. Part 42 subpart E.

16

Reports/Performance Goals: To assist the COPS Office in monitoring and tracking the performance of your award, your agency will be responsible for submitting semi-annual programmatic performance reports that describe project activities during the reporting period and quarterly Federal Financial Reports using Standard Form 425 (SF-425). 2 C.F.R. §§ 200.328 - 200.329. The performance report is used to track your agency's progress toward implementing community policing strategies and to collect data to gauge the effectiveness of increasing your agency's community policing capacity through COPS Office funding. The

Federal Financial Report is used to track the expenditures of the recipient's award funds on a cumulative basis throughout the life of the award.

17

Recipient Integrity and Performance Matters: For awards over \$500,000, the recipient agrees to comply with the following requirements of 2 C.F.R. Part 200, Appendix XII to Part 200 – Award Term and Condition for Recipient Integrity and Performance Matters:

A. Reporting of Matters Related to Recipient Integrity and Performance

1. General Reporting Requirement

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

2. Proceedings About Which You Must Report

Submit the information required about each proceeding that:

a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;

b. Reached its final disposition during the most recent five-year period; and

c. Is one of the following:

(1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;

(2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;

(3) An administrative proceeding, as defined in paragraph 5. of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or

(4) Any other criminal, civil, or administrative proceeding if:

(i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;

(ii) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and

(iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

3. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

4. Reporting Frequency

During any period of time when you are subject to the requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM for the most recent five year period, either

to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

5. Definitions

For purposes of this award term and condition:

a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

c. Total value of currently active grants, cooperative agreements, and procurement contracts includes—

(1) Only the Federal share of the funding under any Federal award with a recipient cost share or match; and

(2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

18

Debarment and Suspension: The recipient agrees not to award federal funds under this program to any party which is debarred or suspended from participation in federal assistance programs. 2 C.F.R. Part 180 (Government-wide Nonprocurement Debarment and Suspension) and 2 C.F.R. Part 2867 (DOJ Nonprocurement Debarment and Suspension).

19

Employment Eligibility: The recipient agrees to complete and keep on file, as appropriate, the Department of Homeland Security, U.S. Citizenship and Immigration Services (USCIS) Employment Eligibility Verification Form (I-9). This form is to be used by recipients of federal funds to verify that persons are eligible to work in the United States. Immigration Reform and Control Act of 1986 (IRCA), Public Law 99-603.

20

Conflict of Interest: Recipients and subrecipients must disclose in writing to the COPS Office or pass-through entity, as applicable, any potential conflict of interest affecting the awarded federal funding in 2 C.F.R. § 200.112.

21

Additional High-Risk Recipient Requirements: The recipient agrees to comply with any additional requirements that may be imposed during the award performance period if the awarding agency determines that the recipient is a high-risk recipient. 2 C.F.R. § 200.208.

22

Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment: Recipient agrees that it, and its subrecipients, will not use award funds to extend, renew, or enter into any contract to procure or obtain any covered telecommunication and video surveillance services or equipment as described in 2 CFR §200.216. Covered services and equipment include telecommunications or video surveillance services or equipment produced or provided by Huawei Technologies Company or ZTE Corporation (or any

subsidiary or affiliate of such entities); Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); or an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of China. The use of award funds on covered telecommunications or video surveillance services or equipment are unallowable.

2. C.F.R. § § 200.216 & 471. See also Section 889 of the John S. McCain National Defense Authorization Act of Fiscal Year 2019, Public Law 115-232.

23

Travel Costs: Travel costs for transportation, lodging and subsistence, and related items are allowable with prior approval from the COPS Office. Payment for allowable travel costs will be in accordance with 2 C.F.R. § 200.475.

24

The Paperwork Reduction Act Clearance and Privacy Act Review: Recipient agrees, if required, to submit all surveys, interview protocols, and other information collections to the COPS Office for submission to the Office of Management and Budget (OMB) for clearance under the Paperwork Reduction Act (PRA). Before submission to OMB, all information collections that request personally identifiable information must be reviewed by the COPS Office to ensure compliance with the Privacy Act. The Privacy Act compliance review and the PRA clearance process may take several months to complete. 44 U.S.C. §§ 3501-3520 and 5 U.S.C. § 552a.

25

Supplementing, not Supplanting: State, local, and tribal government recipients must use award funds to supplement, and not supplant, state, local, or Bureau of Indian Affairs (BIA) funds that are already committed or otherwise would have been committed for award purposes (hiring, training, purchases, and/or activities) during the award period. In other words, state, local, and tribal government recipients may not use COPS Office funds to supplant (replace) state, local, or BIA funds that would have been dedicated to the COPS Office-funded item(s) in the absence of the COPS Office award. 34 U.S.C. § 10384(a).

26

Sole Source Justification: Recipients who have been awarded funding for the procurement of an item (or group of items) or service in excess of \$250,000 and who plan to seek approval for use of a noncompetitive procurement process must provide a written sole source justification to the COPS Office for approval prior to obligating, expending, or drawing down award funds for that item or service. 2 C.F.R. § 200.325(b)(2).

27

Evaluations: The COPS Office may conduct monitoring or sponsor national evaluations of its award programs. The recipient agrees to cooperate with the monitors and evaluators. 34 U.S.C. § 10385(b).

28

News Media: The recipient agrees to comply with the COPS Office policy on contact with the news media. The policy establishes the COPS Office Communications Division as the principal point of contact for the news media for issues relevant to the COPS Office or parameters of this award. The recipient agrees to refer all media inquiries on these topics directly to the COPS Office Communications Division at 202-514-9079.

29

Modifications: Award modifications are evaluated on a case-by-case basis in accordance with 2 C.F.R. §

200.308(f). For federal awards in excess of \$250,000, any modification request involving the reallocation of funding between budget categories that exceed or are expected to exceed 10 percent (10%) of the total approved budget requires prior written approval by the COPS Office. Regardless of the federal award amount or budget modification percentage, any reallocation of funding is limited to approved budget categories. In addition, any budget modification that changes the scope of the project requires prior written approval by the COPS Office.

30

Public Release Information: The recipient agrees to submit one copy of all reports and proposed publications resulting from this award ninety (90) days prior to public release. Any publications (written, curricula, visual, sound, or websites) or computer programs, whether or not published at government expense, shall contain the following statement:

"This project was supported, in whole or in part, by federal award number [YYYY-XX-XXXX] awarded to [Entity] by the U.S. Department of Justice, Office of Community Oriented Policing Services. The opinions contained herein are those of the author(s) or contributor(s) and do not necessarily represent the official position or policies of the U.S. Department of Justice. References to specific individuals, agencies, companies, products, or services should not be considered an endorsement by the author(s), contributor(s), or the U.S. Department of Justice. Rather, the references are illustrations to supplement discussion of the issues.

The Internet references cited in this publication were valid as of the date of publication. Given that URLs and websites are in constant flux, neither the author(s) nor the COPS Office can vouch for their current validity."

31

Human Subjects Research: The recipient agrees to comply with the provisions of the U.S. Department of Justice's common rule regarding Protection of Human Subjects, 28 C.F.R. Part 46, prior to the expenditure of Federal funds to perform such activities, if applicable. The recipient also agrees to comply with 28 C.F.R. Part 22 regarding the safeguarding of individually identifiable information collected from research participants.

32

Copyright: If applicable, the recipient may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under this award in accordance with 2 C.F.R. § 200.315(b). The COPS Office reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, or otherwise use the work, in whole or in part (including create derivative works), for Federal Government purposes, and to authorize others to do so. The COPS Office also reserves the right, at its discretion, not to publish deliverables and other materials developed under this award as a U.S. Department of Justice resource.

Products and deliverables developed with award funds and published as a U.S. Department of Justice resource will contain the following copyright notice:

"This resource was developed under a federal award and may be subject to copyright. The U.S. Department of Justice reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use the work for Federal Government purposes and to authorize others to do so. This resource may be freely distributed and used for noncommercial and educational purposes only."

33

Computer Network Requirement: The recipient understands and agrees that no award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography. Nothing in this requirement limits the use of funds necessary for any federal, state, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities. Consolidated Appropriations Act, 2022, Public Law 117-103, Division B, Title V, Section 527.

34

Allowable Costs: The funding under this award is for the payment of approved costs for program-specific purposes. The allowable costs approved for your agency's award are limited to those listed in your agency's award package. In accordance with 2 C.F.R. § 200.400(g), the recipient must forgo any profit or management fee. Your agency may not use award funds for any costs not identified as allowable in the award package.

35

Extensions: Recipients may request an extension of the award period to receive additional time to implement their award program. Such extensions do not provide additional funding. Only those recipients that can provide a reasonable justification for delays will be granted no-cost extensions. Extension requests must be received prior to the end date of the award. 2 C.F.R. §§ 200.308(e)(2) and 200.309.

36

Domestic preferences for procurements: Recipient agrees that it, and its subrecipients, to the greatest extent practicable, will provide a preference for the purchase, acquisition, or use of goods, products, and materials produced in, and services offered in, the United States. 2. C.F.R. § 200.322 and Executive Order 14005, Ensuring the Future is Made in All of America by All of America's Workers, January 25, 2021.

37

Conditional Budget Clearance: The recipient understands that the budget for this award is pending review and approval. Until approved, the recipient agrees not to obligate, expend or draw down funds until the COPS Office has approved the budget and an Award Condition Modification (ACM) has been issued to remove this award condition. Recipients will not be reimbursed for any obligations or expenditures that are not approved.

☐ *I have read and understand the information presented in this section of the Federal Award Instrument.*

Award Acceptance

Declaration and Certification to the U.S. Department of Justice as to Acceptance

By checking the declaration and certification box below, I--

A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.

B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this

acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.

C. Accept this award on behalf of the applicant.

D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Agency Approval		
Title of Approving Official	Name of Approving Official	Signed Date And Time
Acting Director	ROBERT CHAPMAN	9/27/22 10:49 PM

Authorized Representative

- ☐ Declaration and Certification (Law Enforcement Executive/Program Official)
- ☐ Declaration and Certification (Government Executive/Financial Official)



ORDINANCE NO. 6605

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2022-23
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 2022-23, is hereby amended as listed on the attached budget adjustment for grant funds received from the U.S. Department of Justice, Office of Community Oriented Policing Services.

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 _____, 2023, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



REQUEST FOR BUDGET ADJUSTMENT

REQUESTER NAME & TITLE: Mark Peinado / Management Analyst FISCAL YEAR: FY2022-23
 PREPARER NAME & TITLE: Mark Peinado / Management Analyst COUNCIL DATE (if applicable): 01/18/2023
 DEPARTMENT/DIVISION: Police Department ORDINANCE: _____

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
2270	6587	84001	700046	150,000	Increase capital outlay - computer equipment for VR system.
TOTAL				150,000	

REVENUES/TRANSFERS IN

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
2270	4401	84001	700046	150,000	Increase project revenue budget for total amount of grant reimbursement
TOTAL				150,000	

NET ADJUSTMENT	-
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FUND BALANCE

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
TOTAL				-	

Justification for Budget Adjustment:

Staff recommends that the City Council establish a budget for a grant award from the U.S. Department of Justice, Office Of Community Oriented Policing Services (COPS) to fund the purchase of a Virtual Reality system. It is the goal of the Roseville Police Department to create, enhance, and sustain a comprehensive de-escalation training program by obtaining a Virtual Reality system for use in force options, tactical communication, duty to intervene and de-escalation skills training. This budget adjustment increases the revenue and expenditure budgets for project No.700046 by the total grant award of \$150,000.

REQUIRED APPROVALS:			
 REQUESTING DEPARTMENT HEAD / DESIGNEE	12/13/22 DATE	_____ BUDGET MANAGER / DESIGNEE	_____ DATE
CHIEF FINANCIAL OFFICER / DESIGNEE	_____ DATE	CITY MANAGER / DESIGNEE	_____ DATE
BUDGET DEPARTMENT USE ONLY:			
POSTED BY	_____ DATE		

Revised: June 24, 2019



COUNCIL COMMUNICATION

CC #: 2489

File #: 0214 & 0201-01

Title: Homeland Security Grant - Budget Adjustment

Contact: Mark Peinado 916-774-5021 mcpeinado@roseville.ca.us

Meeting Date: 1/18/2023

Item #: 7.26.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt an ordinance approving a budget adjustment associated with funding from the Homeland Security Grant Program.

BACKGROUND

Congress, through the Federal Department of Homeland Security, periodically allocates funds for local security and preparedness needs. Sometimes the allocations are based on population, and sometimes they are based on identified local risks. The funds are distributed first to the states, and the states distribute them to counties. In each county an Approval Authority, comprised of the public health officer, the sheriff, a city police chief, a county fire agency representative and a city fire agency representative, prioritizes needs and allocates funds for specific items. Placer County's Office of Emergency Services (OES) administers the grants, files claims for reimbursement from the federal government, and then distributes the reimbursements to local agencies. In many instances the County OES gives the City a very short window of time to make the necessary purchases with the approved funds, as some funding is left over from previous grant years and needs to be expended immediately.

The Police Department was given approval to purchase a portable X-ray system, dual band radios, radio antennas, riot protective uniforms, protective pads and footwear.

FISCAL IMPACT

The recommended budget adjustment will add a total of \$140,259 to the Police Department's budget in the City's Grants Fund. The City will be reimbursed for the purchases by Federal Homeland Security Funds administered by Placer County OES. There will be no net fiscal impact on the City.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in

a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378. A budget adjustment meets the above criteria and is not subject to CEQA. No additional environmental review is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal C - Maintain a safe and healthy community

Respectfully Submitted,

Mark Peinado, Management Analyst

Troy Bergstrom, Police Chief



Dominick Casey, City Manager

ATTACHMENTS:

Description

Ordinance 6596

Budget Adjustment

ORDINANCE NO. 6596

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2022-23
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 2022-23, is hereby amended as listed on the attached budget adjustment for funds received from the Homeland Security Grant Program via the Placer County Office of Emergency Services.

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 _____, 2023, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



REQUEST FOR BUDGET ADJUSTMENT

REQUESTER NAME & TITLE: Mark Peinado / Management Analyst FISCAL YEAR: FY2022-23
 PREPARER NAME & TITLE: Mark Peinado / Management Analyst COUNCIL DATE (if applicable): 01/18/2023
 DEPARTMENT/DIVISION: Police Department ORDINANCE: _____

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
2270	6587	84001	700047	89,370	Capital Outlay - Equipment
2270	5395	84001	700047	13,390	Equipment under 5,000
2270	6587	84001	700048	22,165	Capital Outlay - Equipment
2270	5395	84001	700048	15,334	Equipment under 5,000
TOTAL				140,259	

REVENUES/TRANSFERS IN

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
2270	4401	84001	700047	102,760	2020 Homeland Security Grant Program
2270	4401	84001	700048	37,499	2021 Homeland Security Grant Program
TOTAL				140,259	

NET ADJUSTMENT	-
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FUND BALANCE

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
TOTAL				-	

Justification for Budget Adjustment:

The Roseville Police Department has been given approval from Placer County Office of Emergency Services (OES) to purchase equipment with funding allocated from the Homeland Security Grant Program. Placer County OES administers the grants, files claims for reimbursement from the federal government, and then distributes the reimbursements to local agencies. The Police Department will use the funds to purchase radios, a portable X-ray system, and riot protective uniforms for SWAT operations.

REQUIRED APPROVALS:

REQUESTING DEPARTMENT HEAD / DESIGNEE DATE	BUDGET MANAGER / DESIGNEE DATE
CHIEF FINANCIAL OFFICER / DESIGNEE DATE	CITY MANAGER / DESIGNEE DATE
BUDGET DEPARTMENT USE ONLY:	
POSTED BY DATE	

Revised: June 24, 2019



COUNCIL COMMUNICATION

CC #: 2503

File #: 0721-05 & 0201-01

Title: Dry Creek Greenway East Trail Project Phase 1 - Agreements and Budget Adjustment

Contact: Cathy Gosalvez 916-746-1300 cgosalvez@roseville.ca.us

Meeting Date: 1/18/2023

Item #: 7.27.

RECOMMENDATION TO COUNCIL

Staff recommends City Council:

1. Adopt a resolution authorizing the City Manager to execute an Agreement for Sale of Conservation Credits from Riparian Ranch, LLC in the amount of \$152,000 as mitigation for impacts to riparian and salmonid habitat.
2. Adopt an ordinance to approve a budget adjustment in the amount of \$1,500,000.
3. Approve the Agreement for Acquisition of Real Property and Escrow Instructions for the purchase of real property from the following property owners:
 - SFC Windscape Investors, L.P. in the amount of \$1,800; and
 - Jacqueline Rice in the amount of \$16,000; and
 - Emily Baldwin and Matthew Baldwin in the amount of \$45,400; and
 - Benjamin Haugen and Melissa Haugen in the amount of \$36,300; and
 - Jerry Lee, Elise Lee, Lisa Marie Lee, and DeVrae Lee in the amount of \$82,600; and
 - Jack Hoffman and Cheryl Hoffman in the amount of \$12,500; and
 - Joey Stetson and Lisa Stetson in the amount of \$30,000; and
 - Charles Eckstrom IV and Jennifer Eckstrom in the amount of \$13,800; and
 - Dale McAfee and Brenda McAfee in the amount of \$325,000; and
 - David Schmidt and Janet Schmidt in the amount of \$424,500
4. Adopt resolutions authorizing the City Manager to execute the agreements and any other related escrow documents on behalf of the City of Roseville.

BACKGROUND

The Dry Creek Greenway East trail project is a proposed paved multi-use trail along Dry, Cirby, and Linda Creeks from Darling Way/Riverside Avenue to the City limits at S. Cirby Way/Old Auburn Road. The project is identified as a proposed Class I bikeway in the City of Roseville

General Plan and Bicycle Master Plan.

Phase 1 of the project will result in two (2) miles of Class I trail from the existing Saugstad Park Trail at Darling Way to the existing Maidu Park Trail at Rocky Ridge Drive.

The project has been designed to minimize effects on biological resources. However, the project will have an impact to the riparian habitat along segments of the Dry Creek corridor. As a result, the City obtained a permit from the National Marine Fisheries Service (NMFS) for the construction of the project. To compensate for the permanent loss of riparian habitat, the permit requires the purchase of 0.078 acres of riparian floodplain forest/salmonid habitat non shaded riverine aquatic (Non SRA) restoration conservation credits and 0.868 riparian floodplain forest/salmonid (SRA) conservation credits at an approved Mitigation Bank. The cost of the required credits is \$152,000.

In addition, the City obtained the services of Paragon Partners to negotiate the acquisition agreements on the City's behalf with SFC Windscape Investors, L.P, Ms. Rice, the Baldwins, the Haugens, the Lees, the Hoffmans, the Stetsons, the Eckstroms, the McAfees and the Schmidts. Pattison and Associates prepared the appraisal reports that determined the "Fair Market Value" for the acquisitions.

The required acquisitions from each property are as follows:

- SFC Windscape Investors, L.P: 351 s.f. of temporary construction easement in the amount of \$1,800
- Rice: 1,807 s.f. of fee acquisition, 1,815 s.f. of ingress/egress/maintenance easement and 895 s.f. of slope easement in the amount of \$16,000
- Baldwin: 4,229 s.f. of fee acquisition and 2,444 s.f. of ingress/egress/maintenance easement in the amount of \$45,400
- Haugen: 2,387 s.f. of fee acquisition and 2,098 s.f. of ingress/egress/maintenance easement in the amount of \$36,300
- Lee: 17,314 s.f. of pedestrian and bicycle access easement and 669 s.f. of slope easement in the amount of \$82,600
- Hoffman: 1,298 s.f. of fee acquisition and 1,414 s.f. of ingress/egress/maintenance easement in the amount of \$12,500
- Stetson: 2,776 s.f. of fee acquisition and 2,838 s.f. of ingress/egress/maintenance easement in the amount of \$30,000
- Eckstrom: 105 s.f. of fee acquisition and 1,401 s.f. of ingress/egress/maintenance easement in the amount of \$13,800
- McAfee: 10,245 s.f. of fee acquisition in the amount of \$325,000
- Schmidt: 17,922 s.f. of fee acquisition in the amount of \$424,500

These property acquisitions are necessary for construction of the trail. Staff has worked with the design consultant, acquisition team, and the property owners to minimize the trail impact on the remaining parcels. Project construction is planned to begin in Summer of 2023.

Public Outreach:

Since 2008, the Dry Creek Greenway East Project has been driven by robust public participation and community input. There have been multiple community workshops/open houses, stakeholder representative group meetings, online surveys, project email, and social media updates. Staff will continue to engage with the community as the project moves forward.

FISCAL IMPACT

The budget adjustment totaling \$1,500,000 from the Local Transportation Fund (LTF) will provide funds for mitigation credit purchases, professional services, and right-of-way acquisition. The Dry Creek Greenway East Trail Project is fully funded by federal, state and local sources: Solutions for Congested Corridors (SCCP), Active Transportation Program (ATP), Congestion Mitigation and Air Quality (CMAQ), and Local Transportation (LTF) Funds. No General Fund resources will be used for the project.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA Guidelines §15060(c)(3) and §1537; therefore no additional environmental review is required for the requested budget adjustment, or purchase of mitigation credits. The right of way acquisitions required for the project were previously evaluated in the Dry Creek Greenway East Trail Project EIR, certified March 20, 2019 (SCH No. 2014032087). Because the right of way acquisitions are consistent with the project evaluated in the EIR, no additional CEQA action is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

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

Respectfully Submitted,

Cathy Gosalvez, Associate Engineer

Jason Shykowski, Public Works Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 23-027

Mitigation Credit Agreement

Ordinance 6598

Budget Adjustment

Resolution 23-028

SFC Windscape Agreement

Resolution 23-029

Rice Agreement

Resolution 23-030

Baldwin Agreement

Resolution 23-031

Haugen Agreement

Resolution 23-032

Lee Agreement

Resolution 23-033

Hoffman Agreement

Resolution 23-034

Stetson Agreement

Resolution 23-035

Eckstrom Agreement

Resolution 23-036

McAfee Agreement

Resolution 23-037

Schmidt Agreement

Location Map

RESOLUTION NO. 23-027

APPROVING AN AGREEMENT FOR SALE OF CONSERVATION CREDITS FREMONT LANDING CONSERVATION BANK, BY AND BETWEEN RIPARIAN RANCH, LLC AND THE CITY OF ROSEVILLE AND, AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, an Agreement for Sale of Conservation Credits Fremont Landing Conservation Bank, National Marine Fisheries Service (NMRS) File No. WCR-2019-00608, by and between Riparian Ranch, LLC and the City of Roseville, has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said 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 _____, 2023, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

**AGREEMENT FOR SALE OF CONSERVATION CREDITS
FREMONT LANDING CONSERVATION BANK**

NMFS File No. WCR-2019-00608

This Agreement is made and entered into this _____ day of _____, 2023 by and between RIPARIAN RANCH, LLC, a California limited liability company (“Bank Owner”) and the CITY OF ROSEVILLE, a municipal corporation (“Project Proponent”) as follows:

RECITALS

A. The Bank Owner has entitlements to the Fremont Landing Conservation Bank (“Bank”) located in Yolo County California; and

B. The Bank has been authorized by the National Marine Fisheries Service (“NMFS”) to operate as a conservation bank with conservation credits available for sale; and

C. Project Proponent is seeking to implement the project described on Exhibit “A” attached hereto (“Project”), which would unavoidably and adversely impact habitat thereon, and seeks to compensate for the loss of habitat by purchasing conservation credits from Bank Owner; and

D. Project Proponent has been authorized by NMFS Biological Opinion File No. WCR-2019-00608 to purchase 0.078 acre of non-SRA credits and 0.868 acre of SRA credits to compensate for impacts to California Central Valley (“CCV”) steelhead associated with the Project; and

E. Project Proponent desires to purchase from Bank Owner and Bank Owner desires to sell to Project Proponent 0.95 acre of conservation credits, comprised of 0.08 riparian floodplain forest/salmonid habitat restoration (non-SRA riparian) conservation credits and 0.87 riparian floodplain forest/salmonid/SRA habitat restoration (SRA) conservation credits at Bank.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Bank Owner hereby agrees to sell to Project Proponent and Project Proponent hereby agrees to purchase from Bank Owner 0.95 acre of conservation credits, comprised of 0.08 riparian floodplain forest/salmonid habitat restoration (non-SRA riparian) conservation credits and 0.87 riparian floodplain forest/salmonid/SRA habitat restoration (SRA) conservation credits (collectively, the “Conservation Credits”) for the purchase price of \$152,000.00 (“Purchase Price”), in accordance with the terms hereof. The Purchase Price for the Conservation Credits shall be paid by wire transfer of funds or by check payable to “**Riparian Ranch, LLC.**” Upon receipt of the Purchase Price, Bank Owner will deliver to Project Proponent an executed Bill of Sale in the form attached hereto as Exhibit “B.”

2. The sale and transfer herein is not intended as a sale or transfer to Project Proponent of a security, license, lease, easement, or possessory or non-possessory interest in real property, nor the granting of any interest of the foregoing.

3. Project Proponent shall have no obligation whatsoever by reason of the purchase of the Conservation Credits, to support, pay for, monitor, report on, sustain, continue in perpetuity, or otherwise be obligated or liable for the success or continued expense or maintenance in perpetuity of the Conservation Credits sold, or the Bank. As required by law, Bank Owner shall monitor and make reports to the appropriate agency or agencies on the status of any Conservation Credits sold to Project Proponent. Bank Owner shall be fully and completely responsible for satisfying any and all conditions placed on the Bank or the Conservation Credits, by all state or federal jurisdictional agencies. Bank Owner hereby shall indemnify Project Proponent of and from all such liabilities and obligations.

4. The Conservation Credits sold and transferred to Project Proponent shall be nontransferable and non-assignable, and shall not be used as conservation mitigation for any other Project or purpose, except as set forth herein.

5. Project Proponent must deliver the Purchase Price to Bank Owner within 30 days of the date of this Agreement. After the 30-day period this Agreement be considered null and void and Bank Owner shall have no further obligations hereunder.

6. Upon purchase of the Conservation Credits specified above, Bank Owner shall complete the payment receipt form attached hereto as Exhibit "C," and shall submit the completed payment receipt to NMFS.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

BANK OWNER

RIPARIAN RANCH, LLC, a California limited liability company

By: 
Name: Mark Heintz
Its: Manager

PROJECT PROPONENT

CITY OF ROSEVILLE, a municipal corporation

By: _____
Name: Dominick Casey
Its: City Manager

Exhibit “A”

**DESCRIPTION OF PROJECT
TO BE
MITIGATED**

The proposed Project is for the construction of a 4.25-mile multi-use trail from the existing Saugstad/Royer Park trail to the City of Roseville limits just past the Old Auburn Road/South Cirby Way intersection, in the City of Roseville, Placer County, California. The credits purchased under this Agreement are for the Project in its entirety.

The trail would follow creek corridors along portions of Dry Creek, Cirby Creek, and Linda Creek (the creeks) and require up to eight new or modified bridges for stream crossings. The proposed trail would be 10-feet wide, paved, with two-foot shoulders (decomposed granite and aggregate base) on each side for a total width of 14 feet. This would be widened in areas where additional shoulder or trail width is needed for safety or comfort, in these instances shoulder width could be increased to between 5 and 10 feet on one or both sides of the trail.

Exhibit “B”

**BILL OF SALE
Contract #FRCB-23-____
NMFS File No. WCR-2019-00608**

In consideration of \$152,000.00, receipt of which is hereby acknowledged, RIPARIAN RANCH, LLC, a California limited liability company (“Bank Owner”) does hereby bargain, sell and transfer to the CITY OF ROSEVILLE, a municipal corporation (“Project Proponent”), 0.95 acre of conservation credits, comprised of 0.08 riparian floodplain forest/salmonid habitat restoration (non-SRA riparian) conservation credits and 0.87 riparian floodplain forest/salmonid/SRA habitat restoration (SRA) conservation credits for the Dry Creek Greenway Trail Project in the Fremont Landing Conservation Bank in Yolo County California, developed and approved under the authority of the National Marine Fisheries Service.

Bank Owner represents and warrants that it has good title to the credits, has good right to sell the same, and that they are free and clear of all claims, liens, or encumbrances.

DATED: _____

RIPARIAN RANCH, LLC, a California limited liability company

By: _____

Name: Mark Heintz

Its: Manager

Exhibit "C"

**FREMONT LANDING CONSERVATION BANK
CONSERVATION CREDITS: PAYMENT RECEIPT**

PARTICIPANT INFORMATION

Name: City of Roseville
Address: 311 Vernon St., Roseville, California 95678
Telephone: (916) 774-5536
Contact: Terri Shirhall, Environmental Coordinator, Development Services Department

PROJECT INFORMATION

Project Description: Dry Creek Greenway Trail Project
Agency File Number(s): NMFS File No. WCR-2019-00608
Habitat Affected: California Central Valley ("CCV") steelhead
0.08 riparian floodplain forest/salmonid restoration (non-SRA riparian)
Credits Purchased: and 0.87 riparian floodplain forest/salmonid/SRA restoration (SRA)
Payment Amount: \$152,000
Saugstad/Royer Park trail near the intersection of Riverside Avenue and
Darling Way, extending to the City limits just past the intersection of
Project Location: Old Auburn Road and South Cirby Way, in the City of Roseville
County: Placer

PAYMENT INFORMATION

Payee: RIPARIAN RANCH, LLC
Payer: CITY OF ROSEVILLE
Amount: One Hundred Fifty-Two Thousand and No/100ths Dollars (\$152,000.00)
Method of Payment: Cash _____ Check# _____ Other _____

(Signature)
Name: Mark Heintz
Title: Manager
Date: _____

m:\marketing\Agreements\sale\FRCB_Roseville DCGT (0.95 Credits)
Revised: 11/30/2022

ORDINANCE NO. 6598

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2022-23
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 2022-23, is hereby amended as listed on the attached budget adjustment for mitigation credit purchases, professional services, and right-of-way acquisition for the Dry Creek Greenway East Trail Project.

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

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

PASSED AND ADOPTED by the Council of the City of Roseville, this
_____ day of _____, 2023, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



REQUEST FOR BUDGET ADJUSTMENT

FISCAL YEAR: 2022-23

REQUESTER NAME & TITLE: Cathy Gosalvez, Associate Engineer

PREPARER NAME & TITLE: Cathy Gosalvez, Associate Engineer COUNCIL DATE (if applicable): 1/18/2023

DEPARTMENT/DIVISION: Public Works/Engineering ORDINANCE: _____

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
6520	6587	84001	400022	1,500,000	Increase capital outlay budget for engineering design services, right of way acquisition and mitigation credits
TOTAL				1,500,000	

REVENUES/TRANSFERS IN

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
6520	4425	84001	400022	1,500,000	Increase increase LTF revenue budget for engineering design services, right of way acquisition and mitigation credits [award # 10030]
TOTAL				1,500,000	

NET ADJUSTMENT	-
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FUND BALANCE

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
TOTAL				-	

Justification for Budget Adjustment:

This budget adjustment is needed to increase 400022 - Dry Creek Greenway East Trail Phase 1 budget by \$1,500,000 for engineering design services, right of way acquisition and mitigation credits. The funding for this increase will come from the State of California, Local Transportation Fund (LTF) revenues.

	12-20-22		
REQUESTING DEPARTMENT HEAD / DESIGNEE	DATE	BUDGET MANAGER / DESIGNEE	DATE
CHIEF FINANCIAL OFFICER / DESIGNEE	DATE	CITY MANAGER / DESIGNEE	DATE
BUDGET DEPARTMENT USE ONLY:			
POSTED BY	DATE		

RESOLUTION NO. 23-028

APPROVING AN AGREEMENT FOR ACQUISITION OF REAL PROPERTY AND
ESCROW INSTRUCTIONS, BY AND BETWEEN THE CITY OF ROSEVILLE AND SFC
WINDSCAPE INVESTORS, L.P., AND AUTHORIZING THE CITY MANAGER TO
EXECUTE IT AND ALL RELATED ESCROW DOCUMENTS
ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, an agreement for acquisition of real property and escrow instructions for the purchase of a portion of the property located at 300 Cirby Hills Drive (APN No. 472-360-084) in Roseville, CA, by and between the City of Roseville and SFC Windscape Investors, L.P., 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 and all related escrow documents on behalf of the City of Roseville; and

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 2023, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

PARCEL NO.: 472-360-084
TITLE REPORT NO.: P-504949
PROJECT: ROSEVILLE DRY CREEK GREENWAY EAST PROJECT

**AGREEMENT FOR ACQUISITION OF REAL PROPERTY
(ESCROW INSTRUCTIONS)**

THIS AGREEMENT is entered into this _____ day of _____, 2022 by and between the CITY OF ROSEVILLE, a Municipal Corporation (hereinafter called "Buyer"), and SFC Windscape Investors, L.P., a California limited partnership, (hereinafter called "Seller") for acquisition by Buyer of one Temporary Construction Easement over real property hereinafter set forth.

IT IS HEREBY MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. **AGREEMENT TO SELL AND PURCHASE.** Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, upon the terms and for the consideration set forth in this agreement, the following interest(s) in property, all situated in the City of Roseville, County of Placer, State of California:

A. Temporary Construction Easement (Attached as Attachment 1)

The legal description of the interest is identified in the referenced attachment(s), which are hereby incorporated by reference.

2. **PURCHASE PRICE.** The total purchase price, payable in cash through escrow, shall be the sum of:

ONE THOUSAND EIGHT HUNDRED AND 00/100 DOLLARS
(\$1,800.00)

The total purchase price includes: acquisition value of the property interests identified in Section 1.

3. **CONVEYANCE OF TITLE.** Seller agrees to convey the easement by Easement Deed. Seller agrees to convey to Buyer marketable easement free and clear of all recorded and unrecorded liens, encumbrances, assessments, easements, leases, and taxes EXCEPT:

- A. All taxes for the current fiscal year prorated as per Section 6 hereinafter.
- B. Quasi-public utility, public alley, public street easements, and rights of way of record.
- C. Preliminary Title Report to be provided by Placer Title Company and approved in Escrow.

4. **POSSESSION.** It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this contract, the right of possession and use of the subject property by Buyer, including the right to remove and dispose of improvements, shall commence on the date the amount of funds as specified in Section 2 herein are deposited into the escrow controlling this transaction. The amount shown in Section 2 herein includes, but is not limited to, full payment for such possession and use, including damages, if any, from said date.

5. TITLE INSURANCE POLICY. Escrow Agent shall, following recording of deed to Buyer, provide Buyer with CLTA Standard Coverage Policy of Title Insurance in the amount of \$1,800.00 issued by Placer Title Company showing the title to the property vested in Buyer, subject only to the exceptions set forth in Section 3 and the printed exceptions and stipulations in said policy. Buyer agrees to pay the premium charged therefore.

6. ESCROW. Buyer agrees to open an escrow in accordance with this Agreement at Placer Title Company, 1508 Eureka Road, Suite 150 Roseville, CA 95661 (916) 782-3711. This Agreement constitutes the joint escrow instructions of Buyer and Seller, and Escrow Agent (Tracy Murphy) to whom these instructions are delivered is hereby empowered to act under this Agreement. The parties hereto agree to do all acts necessary to close this escrow in the shortest possible time.

Seller agrees to deposit with Escrow Agent prior to the Close of Escrow original, fully executed and acknowledged deed prepared by Escrow Agent and any other customary agreements, consents, or documents reasonably necessary to effectuate the purchase of the subject property. Buyer agrees to deposit the purchase price and **certificate of acceptance** upon demand of Escrow Agent.

Insurance policies for fire or casualty are not to be transferred, and Seller will cancel its own policies after close of escrow.

All funds received in this escrow shall be deposited with other escrow funds in a general escrow account(s) and may be transferred to any other such escrow trust account in any State or National Bank doing business in the State of California. All disbursements shall be made either by check or wire transfer from such account.

ESCROW AGENT IS AUTHORIZED AND IS INSTRUCTED TO COMPLY WITH THE FOLLOWING TAX ADJUSTMENT PROCEDURE:

- A. Pay and charge Seller for any unpaid delinquent taxes and/or penalties and interest thereon, and for any delinquent or non-delinquent assessments or bonds against the property;
- B. In the event this escrow closes between July 1 and November 1, and current tax information is not available from title insurer, Escrow Agent is instructed to withhold from Seller's proceeds an amount equal to 120% of the prorated amount due based upon the previous fiscal year's second half tax bill. At such time that the tax information is available, Escrow Agent shall make a check payable to the County Tax Collector for Seller's prorated portion of taxes and forward the same to the Buyer and shall refund any difference to the Seller. In the event the amount withheld is not sufficient to pay Seller's prorated portion of taxes due, the Seller herein agrees to immediately pay the difference;

In the event said tax information is available, Seller's taxes shall be prorated in accordance with Paragraph "C" below.

- C. From the date that tax information is available, as per Paragraph "B" hereinabove, up to and including June 30th, Seller's current taxes, if unpaid, shall be prorated to date of close of escrow on the basis of a 365 day year in accordance with Tax Collector's

proration requirements, together with penalties and interest, if said current taxes are unpaid after December 10 and/or April 10. At close of escrow, a check payable to the County Tax Collector for Seller's prorata portion of taxes shall be forwarded to Buyer with closing statement;

- D. Any taxes which have been paid by Seller, prior to opening of this escrow, shall not be prorated between Buyer and Seller, but Seller shall have the sole right, after close of escrow, to apply to the County Tax Collector of said county for a refund. This refund would apply to the period after Buyer's acquisition, pursuant to Revenue and Taxation Code Section 5096.7.

ESCROW AGENT IS AUTHORIZED TO, AND SHALL:

- E. Pay and charge Seller, upon Seller's written approval, for any amount necessary to place title in the condition necessary to satisfy Section 3 of this Agreement, excluding any penalty for prepayment to any lienholder in compliance with Section 1265.240 of the Code of Civil Procedure ("Eminent Domain Law");
- F. Pay and charge Buyer for any escrow fees, charges, and costs payable under Section 6 of this Agreement;
- G. Disburse funds and deliver deed when conditions of this escrow have been fulfilled by Buyer and Seller.

The term "close of escrow", if and where written in these instructions, shall mean the date that all necessary instruments of conveyance are recorded in the office of the County Recorder. Recordation of instruments delivered through this escrow is authorized if necessary or proper in the issuance of said policy of title insurance.

All time limits within which any matter herein specified is to be performed may be extended by mutual agreement of the parties hereto. Any amendment of, or supplement to, any instructions must be in writing.

TIME IS OF THE ESSENCE IN THESE INSTRUCTIONS AND ESCROW IS TO CLOSE AS SOON AS POSSIBLE. The parties hereto agree to perform all acts reasonably necessary to close this escrow within one hundred twenty (120) days following the opening of escrow.

Responsibility for Escrow Agent under this Agreement is expressly limited to Sections 1, 2, 3, 4, 5, 6, 7, 9, 10, 11, and 17 and to its liability under any policy of title insurance issued in regard to this transaction.

7. **ESCROW FEES, CHARGES AND COSTS.** Buyer agrees to pay all Buyer's and Seller's usual fees, charges, and costs which arise in this escrow.

8. **RENTAL AND OCCUPANCY BY SELLER.** Seller warrants that there are no oral or written leases on all or any portion of property.

9. PERMISSION TO ENTER ON PREMISES. Seller hereby grants to Buyer, or its authorized agents, permission to enter upon the Property at all reasonable times prior to close of escrow for the purpose of making necessary or appropriate inspections. It is understood that Buyer and its contractors will indemnify Seller and hold them harmless from any and all liability for bodily injury, death and property damage arising out of or in any way connected with such inspections, and reimburse Seller for all costs, expenses and loss, including attorney's fees, incurred by them in consequence of any claims, demands and causes of action which may be made or brought against them arising out of such inspections. Buyer shall provide the Seller a forty-eight (48) hour written notice before entering the property. However, Buyer shall have no obligation to indemnify Seller for any loss, liability, or damage caused by the negligence of the Seller, or any of Seller's employees, agents, or authorized users, including, but not limited to, tenants, invitees or permittees.

10. COUNTERPARTS. This Agreement may be executed in counterparts, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original, and all such counterparts together shall constitute one and the same instrument.

11. CLOSING STATEMENT. Seller instructs Escrow Agent to release a copy of Seller's statement to Buyer, whose address is 311 Vernon St, Roseville, CA 95678; purpose being to ascertain if any reimbursements are due Seller.

12. LOSS OR DAMAGE TO IMPROVEMENTS. Loss or damage to the real property or any improvements thereon, by fire or other casualty, occurring prior to the recordation of the deed shall be at the risk of Seller. In the event that loss or damage to the real property or any improvements thereon, by fire or other casualty, occurs prior to the recordation of the deed, Buyer may elect to require that the Seller pay to Buyer the proceeds of any insurance which may become payable to Seller by reason thereof, or to permit such proceeds to be used for the restoration of the damage done, or to reduce the total price by an amount equal to the diminution in value of said property by reason of such loss or damage or the amount of insurance payable to Seller, whichever is greater.

13. EMINENT DOMAIN DISMISSAL. Seller and Buyer acknowledge that this transaction is a negotiated settlement in lieu of condemnation, and Seller hereby agrees and consents to the dismissal or abandonment of any eminent domain action in the Superior Court of the State of California in and for the County of Placer, wherein the herein described property is included and also waives any and all claims to any money on deposit in said action and further waives all attorney's fees, costs, disbursements, and expenses incurred in connection therewith. If, prior to the close of the execution of this transaction, Seller is served with a Summons and Complaint in Eminent Domain in which Seller is a named defendant, upon the closing of this transaction, Seller agrees and consents to Buyer taking a Default in said action.

14. WARRANTIES, REPRESENTATIONS, AND COVENANTS OF SELLER. Seller hereby warrants, represents, and/or covenants to Buyer that:

- A. To the best of Seller's knowledge, there are no actions, suits, material claims, legal proceedings, or any other proceedings affecting the property or any portion thereof, at law, or in equity before any court or governmental agency, domestic or foreign.
- B. To the best of Seller's knowledge, there are no encroachments onto the property by

improvements on any adjoining property, nor do any buildings or improvements encroach on other properties.

- C. Until the closing, Seller shall maintain the property in good condition and state of repair and maintenance, and shall perform all of its obligations under any service contracts or other contracts affecting the property.
- D. Until the closing, Seller shall not do anything which would impair Seller's title to any of the property.
- E. To the best of Seller's knowledge, neither the execution of this Agreement nor the performance of the obligations herein will conflict with, or breach any of the provisions of any bond, note, evidence of indebtedness, contract, lease, or other agreement or instrument to which Seller's property may be bound.
- F. Until the closing, Seller shall, upon learning of any fact or condition which would cause any of the warranties and representations in this Section 14 (Warranties, Representations, and Covenants of Seller) not to be true as of closing, immediately give written notice of such fact or condition to Buyer.

15. **HAZARDOUS WASTE.** Neither Seller nor, to the best of Seller's knowledge, any previous owner, tenant, occupant, or user of the Property used, generated, released, discharged, stored, or disposed of any hazardous waste, toxic substances, or related materials ("Hazardous Materials") on, under, in, or about the Property, or transported any Hazardous Materials to or from the Property. Seller shall not cause or permit the presence, use, generation, release, discharge, storage, or disposal of any Hazardous Materials on, under, in, or about, or the transportation of any Hazardous Materials to or from, the Property. The term "Hazardous Material" shall mean any substance, material, or waste which is or becomes regulated by any local governmental authority, the State of California, or the United States Government, including, but not limited to, any material or substance which is (i) defined as a "hazardous waste", "extremely hazardous waste", or "restricted hazardous waste" under Section 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law), (ii) defined as "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act), (iii) defined as a "hazardous material", "hazardous substance", or "hazardous waste" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory), (iv) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances), (v) petroleum, (vi) asbestos, (vii) polychlorinated biphenyls, (viii) listed under Article 9 or defined as "hazardous" or "extremely hazardous" pursuant to Article 11 of Title 22 of the California Administrative Code, Division 4, Chapter 20, (ix) designated as a "hazardous substances" pursuant to Section 311 of the Clean Water Act, (33 U.S.C. S1317), (x) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. S6901 et seq. (42 U.S.C. S6903) or (xi) defined as a "hazardous substances" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, as amended by Liability Act, 42. U.S.C. S9601 et seq. (42 U.S.C. S9601).

16. **COMPLIANCE WITH ENVIRONMENTAL LAWS.** To the best of Seller's knowledge the

Property complies with all applicable laws and governmental regulations including, without limitation, all applicable federal, state, and local laws pertaining to air and water quality, hazardous waste, waste disposal, and other environmental matters, including, but not limited to, the Clean Water, Clean Air, Federal Water Pollution Control, Solid Waste Disposal, Resource Conservation Recovery and Comprehensive Environmental Response Compensation and Liability Acts, and the California Environment Quality Act, and the rules, regulations, and ordinances of the city within which the subject property is located, the California Department of Health Services, the Regional Water Quality Control Board, the State Water Resources Control Board, the Environmental Protection Agency, and all applicable federal, state, and local agencies and bureaus.

17. INDEMNITY. Seller agrees to indemnify, defend and hold Buyer harmless from and against any claim, action, suit, proceeding, loss, cost, damage, liability, deficiency, fine, penalty, punitive damage, or expense (including, without limitation, attorneys' fees), resulting from, arising out of, or based upon (i) the presence, release, use, generation, discharge, storage, or disposal of any Hazardous Material on, under, in or about, or the transportation of any such materials to or from, the Property, or (ii) the violation, or alleged violation, of any statute, ordinance, order, rule, regulation, permit, judgment, or license relating to the use, generation, release, discharge, storage, disposal, or transportation of Hazardous Materials on, under, in, or about, to or from, the Property. This indemnity shall include, without limitation, any damage, liability, fine, penalty, punitive damage, cost, or expense arising from or out of any claim, action, suit or proceeding for personal injury (including sickness, disease, or death, tangible or intangible property damage, compensation for lost wages, business income, profits or other economic loss, damage to the natural resource or the environment, nuisance, pollution, contamination, leak, spill, release, or other adverse effect on the environment). This indemnity extends only to liability created prior to or up to the date this escrow shall close. Seller shall not be responsible for acts or omissions to act post close of this escrow.

18. CONTINGENCY. It is understood and agreed between the parties hereto that the completion of this transaction, and the escrow created hereby, is contingent upon the specific acceptance and approval from the Buyer herein.

19. WAIVER OF CLAIMS. Seller acknowledges that the acquisition of the property by Buyer is for a public purpose, and therefore, the property is otherwise subject to taking by the power of eminent domain. Seller acknowledges that this transaction is a negotiated settlement in lieu of condemnation and agrees that the purchase price to be paid herein shall constitute full and fair compensation and consideration for any and all claims that Seller may have against Buyer by reason of the acquisition, improvement, possession, use and/or occupancy of the property, and Seller hereby waives any and all claims, including, but not limited to, claims for attorney's fees, pre-condemnation damages, severance damages, business goodwill, relocation assistance, or any other claim.

20. GENERAL PROVISIONS. The terms and conditions, covenants, and agreements set forth herein shall apply to and bind the heirs, executors, administrators, assigns and successors of the parties hereto.

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

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.

This Agreement contains the entire agreement between both parties, neither party relies upon any warranty or representation not contained in this Agreement.

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 Seller has caused this Agreement to be executed.

BUYER

CITY OF ROSEVILLE, a
Municipal Corporation

BY: _____

NAME: _____

TITLE: _____

MAILING ADDRESS OF BUYER

311 Vernon Street
Roseville, CA 95678

MAILING ADDRESS OF SELLER

577 Airport Blvd, Suite 700
Burlingame, CA 94010

ATTEST:

BY: _____
City Clerk

APPROVED AS TO FORM:

BY: _____
City Attorney

APPROVED AS TO SUBSTANCE:

BY: _____
Public Works Director

SELLER

SFC Windscape Investors, L.P., a California
limited partnership

BY: _____

NAME: Amie-Maree Meyel

TITLE: A.V.P. Operations

BY: _____

NAME: _____

TITLE: _____

Recorded at the Request of and:
When Recorded Return To:

City of Roseville
Attention: City Clerk
311 Vernon Street
Roseville, CA 95678

DOCUMENTARY TRANSFER TAX: \$ None

Space above this line is for Recorder's Use

☐ Computed on the consideration or value of property conveyed; OR

☐ Computed on the consideration or value less liens or encumbrances remaining at time of sale.

"Record without fee subject to Gov't Code 6103
Recordation required to complete chain of title and
is exempt from payment of documentary tax in
accordance with R&T Code 11922"

TEMPORARY CONSTRUCTION EASEMENT

Assessor's Parcel No: 472-360-084

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **SFC Windscape Investors, L.P., a California limited partnership ("Grantor")** hereby grants to the **City of Roseville, a Municipal Corporation ("Grantee")** a thirty (30) month temporary construction easement for the limited purpose of construction and construction staging purposes in, over, under and across those portions of real property located in the City of Roseville, County of Placer, State of California described as:

SEE EXHIBITS "A" AND "B" ATTACHED HERETO AND MADE A PART HEREOF ("Easement Area"),

As required in connection with the City of Roseville Dry Creek Greenway East Trail Project, together with the right and privilege of entering upon the Easement Area to accomplish purposes described above. The term ("Term") of this Temporary Construction Easement will commence on May 15, 2023 and end on November 14, 2025.

Grantee shall indemnify, defend, protect and hold Grantor harmless from and against all liability, claims, demands, damages or costs of any kind whatsoever arising from or connected with Grantee's construction activities and use of the Easement Area by Grantee, its employees, agents, contractors or licensees, and any other portion of Grantor's property during the Term of the Temporary Construction Easement granted herein. Grantee shall return the Easement Area and Grantor's property to the same condition as at the commencement of the Term of the Temporary Construction Easement. It is understood and agreed that upon the expiration of the Term and the physical restoration of the Easement Area and Grantor's property, Grantee shall have no further obligation or liability nor rights of access or use in connection with the Easement Area or Grantor's property, except for Grantee's indemnity obligations contained herein which shall survive the expiration of the Term.

Dated: 12/9/22

SFC Windscape Investors, L.P., a California
limited partnership

By: Anne-margemeyer

Name: 

^{A.}
Title: V.P. Operations

By: _____

Name: _____

Title: _____

FOR: APN 472-360-084
300 Cirby Hills Dr., Roseville, CA 95678

EXHIBIT "A"
TEMPORARY CONSTRUCTION EASEMENT
LEGAL DESCRIPTION

A portion of that real property situate in the City of Roseville, County of Placer, State of California, in Section 11, Township 10 North, Range 6 East, Mount Diablo Meridian, being Lot 11 of that certain plat filed in Book O of Maps, at Page 20, Placer County Records, also being the lands of SFC Windscape Investors, L.P., as said lands are described in those certain documents recorded February 18, 1997 as Document No. 97-0009805 and August 31, 1998 as Document No. 98-0069681, both of Official Records, Placer County Records, said real property being described as follows:

BEGINNING at a point on the general easterly line of said lot, from which point the most westerly terminus of that certain course in said general easterly line, shown on said map as having a bearing and distance of "North 80°15'02" East 100.34 feet", the bearing of said course being North 80°07'24" East for the purpose of this description, bears South 80°07'24" West 94.65 feet; thence from said point of beginning, leaving last said line North 18°39'23" East 69.03 feet; thence North 63°39'23" East 7.07 feet to a point on the said general easterly line; thence along said general easterly line the following two (2) courses:

- 1) South 18°39'23" West 71.31 feet;
- 2) South 80°07'24" West 5.69 feet to the **POINT OF BEGINNING**.

Containing 351 square feet, more or less.

The bearings and distances used in the above description are based on the California Coordinate System of 1983, CCS83, Zone 2 (2010.00 Epoch). Multiply grid distances shown by 1.00006881 to obtain ground level distances.

The above-described real property is identified as "Temporary Construction Easement Area" on the plat labeled "Exhibit B" attached hereto and made a part hereof.

End of Description



EXHIBIT "B"



APN
472-360-080
CITY OF ROSEVILLE

APN
472-360-081
CITY OF
ROSEVILLE
LOT A

APN 472-360-082
CITY OF ROSEVILLE

LOT B

CIRBY

CREEK

APN
472-240-010
CITY OF
ROSEVILLE

300 CIRBY HILLS DR
APN 472-360-084
SFC WINDSCAPE INVESTORS, L.P.
Doc. Nos. 97-0009805, O.R. &
98-0069681, O.R.
LOT 11
O MAPS 20

APN 472-360-079
CIRBY HILLS
TOWNHOMES
HOMEOWNERS
ASSOCIATION

N MAPS 86

TEMPORARY
CONSTRUCTION EASEMENT
AREA = 351 Sq. Ft. ±

N63°39'23"E
7.07'
N18°39'23"E
69.03'
S80°07'24"W
(N80°15'02"E)
94.65'(TIE)

S18°39'23"W
71.31'
5.00' (TYP)
S80°07'24"W
5.69'

P.O.B.

APN 472-360-083
CITY OF
ROSEVILLE

APN 472-370-037
PLACER COUNTY
LOT 7

CIRBY HILLS DR

INTERSTATE 80
(I-80)

0' 75' 150'
1" = 150'

LEGEND

- () Record Bearing as Shown
- o Dimension Point
- Sq. Ft. Square feet
- O.R. Official Records
- P.O.B. Point of Beginning
- Existing Road R/W Line
- Property Line
- - - Existing Easement Line
- Temporary Construction Easement Area

NOTES:

- 1) THE BEARINGS AND DISTANCES SHOWN HEREON ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983 (CCS83), ZONE 2 (2010.00 EPOCH). MULTIPLY GRID DISTANCES SHOWN BY 1.00006881 TO OBTAIN GROUND LEVEL DISTANCES.
- 2) ALL RECORD REFERENCES ARE PLACER COUNTY RECORDS.
- 3) TITLE REPORT USED: PLACER TITLE COMPANY. ORDER NO. P-504949 DATED JUNE 29, 2021.
- 4) EASEMENTS SHOWN HAVE BEEN LIMITED TO THOSE THAT ENCUMBER THE ACQUISITION AREA SHOWN.

SFC WINDSCAPE INVESTORS, L.P.
APN: 472-360-084

CITY OF ROSEVILLE

COUNTY OF PLACER

STATE OF CALIFORNIA

DATE: 12/19/2022

SCALE: 1" = 150'

DRWN. BY: TRS CHK. BY: JAL

SHEET 1 OF 1

Plotted: Dec/19/2022 5:40 PM | By: Tim.schooss

DWG: P:\6ROS013800\SURVEY\LEGALS\APN 472-360-084\Exhibits\APN 472-360-084_TCE.dwg

PSOMAS

1075 Creekside Ridge Drive, Suite 200
Roseville, CA 95678
(916) 788-8122 (916) 788-0600 (FAX)

ACKNOWLEDGMENT

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

State of California)

County of Solano) ss

On 12/09/2022 before me, Dang Nguyen, Notary Public
(Date) (Name of Notary)

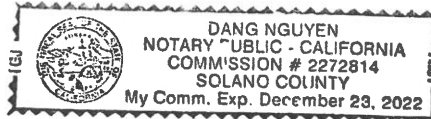
personally appeared Anne-Marie Meyer who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



(Notary Signature)



RESOLUTION NO. 23-029

APPROVING AN AGREEMENT FOR ACQUISITION OF REAL PROPERTY AND
ESCROW INSTRUCTIONS, BY AND BETWEEN THE CITY OF ROSEVILLE AND
JACQUELINE RICE, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT AND
ALL RELATED ESCROW DOCUMENTS ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, an agreement for acquisition of real property and escrow instructions for the purchase of a portion of the property located at 1207 Mallard Lane (APN No. 469-070-009) in Roseville, CA, by and between the City of Roseville and Jacqueline Rice, 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 and all related escrow documents on behalf of the City of Roseville; and

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 2023, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

PARCEL NO.: 469-070-009

TITLE REPORT NO.: P-512294

PROJECT: ROSEVILLE DRY CREEK GREENWAY EAST PROJECT

**AGREEMENT FOR ACQUISITION OF REAL PROPERTY
(ESCROW INSTRUCTIONS)**

THIS AGREEMENT is entered into this 19 day of NOVEMBER, 2022 by and between the CITY OF ROSEVILLE, a Municipal Corporation (hereinafter called "Buyer"), and Jacqueline Rice, a single woman, (hereinafter called "Seller") for acquisition by Buyer of one Partial Property Acquisition in fee, one Slope Easement and one Ingress/Egress and Maintenance Easement over real property hereinafter set forth.

IT IS HEREBY MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. **AGREEMENT TO SELL AND PURCHASE.** Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, upon the terms and for the consideration set forth in this agreement, the following interest(s) in property, all situated in the City of Roseville, County of Placer, State of California:

- A. Partial Property Acquisition in fee (Attached as Attachment 1);
- B. Slope Easement (Attached as Attachment 2) and
- C. Non-Exclusive Ingress/Egress and Maintenance Easement (Attached as Attachment 3)

The legal description of each interest is identified in the referenced attachment(s), which are hereby incorporated by reference.

2. **PURCHASE PRICE.** The total purchase price, payable in cash through escrow, shall be the sum of:

SIXTEEN THOUSAND AND 00/100 DOLLARS
(\$16,000.00)

The total purchase price includes: acquisition value of the property interests identified in Section 1.

3. **CONVEYANCE OF TITLE.** Seller agrees to convey the fee interest by Grant Deed and the easements by Easement Deeds. Seller agrees to convey to Buyer marketable fee title and easements free and clear of all recorded and unrecorded liens, encumbrances, assessments, easements, leases, and taxes EXCEPT:

- A. All taxes for the current fiscal year prorated as per Section 6 hereinafter.
- B. Quasi-public utility, public alley, public street easements, and rights of way of record.
- C. Preliminary Title Report to be provided by Placer Title Company and approved in Escrow.

4. **POSSESSION.** It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this contract, the right of possession and use of the subject property by Buyer, including the right to remove and dispose of improvements, shall commence on the date the amount of funds as

specified in Section 2 herein are deposited into the escrow controlling this transaction. The amount shown in Section 2 herein includes, but is not limited to, full payment for such possession and use, including damages, if any, from said date.

5. TITLE INSURANCE POLICY. Escrow Agent shall, following recording of deeds to Buyer, provide Buyer with CLTA Standard Coverage Policy of Title Insurance in the amount of \$16,000.00 issued by Placer Title Company showing the title to the property vested in Buyer, subject only to the exceptions set forth in Section 3 and the printed exceptions and stipulations in said policy. Buyer agrees to pay the premium charged therefore.

6. ESCROW. Buyer agrees to open an escrow in accordance with this Agreement at Placer Title Company, 1508 Eureka Road, Suite 150 Roseville, CA 95661 (916) 782-3711. This Agreement constitutes the joint escrow instructions of Buyer and Seller, and Escrow Agent (Tracy Murphy) to whom these instructions are delivered is hereby empowered to act under this Agreement. The parties hereto agree to do all acts necessary to close this escrow in the shortest possible time.

Seller agrees to deposit with Escrow Agent prior to the Close of Escrow original, fully executed and acknowledged deeds prepared by Escrow Agent and any other customary agreements, consents, or documents reasonably necessary to effectuate the purchase of the subject property. Buyer agrees to deposit the purchase price and certificate of acceptance upon demand of Escrow Agent.

Insurance policies for fire or casualty are not to be transferred, and Seller will cancel its own policies after close of escrow.

All funds received in this escrow shall be deposited with other escrow funds in a general escrow account(s) and may be transferred to any other such escrow trust account in any State or National Bank doing business in the State of California. All disbursements shall be made either by check or wire transfer from such account.

ESCROW AGENT IS AUTHORIZED AND IS INSTRUCTED TO COMPLY WITH THE FOLLOWING TAX ADJUSTMENT PROCEDURE:

- A. Pay and charge Seller for any unpaid delinquent taxes and/or penalties and interest thereon, and for any delinquent or non-delinquent assessments or bonds against the property;
- B. In the event this escrow closes between July 1 and November 1, and current tax information is not available from title insurer, Escrow Agent is instructed to withhold from Seller's proceeds an amount equal to 120% of the prorated amount due based upon the previous fiscal year's second half tax bill. At such time that the tax information is available, Escrow Agent shall make a check payable to the County Tax Collector for Seller's prorated portion of taxes and forward the same to the Buyer and shall refund any difference to the Seller. In the event the amount withheld is not sufficient to pay Seller's prorated portion of taxes due, the Seller herein agrees to immediately pay the difference;

In the event said tax information is available, Seller's taxes shall be prorated in accordance with Paragraph "C" below.

- C. From the date that tax information is available, as per Paragraph "B" hereinabove, up to and including June 30th, Seller's current taxes, if unpaid, shall be prorated to date of close of escrow on the basis of a 365 day year in accordance with Tax Collector's proration requirements, together with penalties and interest, if said current taxes are unpaid after December 10 and/or April 10. At close of escrow, a check payable to the County Tax Collector for Seller's prorata portion of taxes shall be forwarded to Buyer with closing statement;
- D. Any taxes which have been paid by Seller, prior to opening of this escrow, shall not be prorated between Buyer and Seller, but Seller shall have the sole right, after close of escrow, to apply to the County Tax Collector of said county for a refund. This refund would apply to the period after Buyer's acquisition, pursuant to Revenue and Taxation Code Section 5096.7.

ESCROW AGENT IS AUTHORIZED TO, AND SHALL:

- E. Pay and charge Seller, upon Seller's written approval, for any amount necessary to place title in the condition necessary to satisfy Section 3 of this Agreement, excluding any penalty for prepayment to any lienholder in compliance with Section 1265.240 of the Code of Civil Procedure ("Eminent Domain Law");
- F. Pay and charge Buyer for any escrow fees, charges, and costs payable under Section 6 of this Agreement;
- G. Disburse funds and deliver deeds when conditions of this escrow have been fulfilled by Buyer and Seller.

The term "close of escrow", if and where written in these instructions, shall mean the date that all necessary instruments of conveyance are recorded in the office of the County Recorder. Recordation of instruments delivered through this escrow is authorized if necessary or proper in the issuance of said policy of title insurance.

All time limits within which any matter herein specified is to be performed may be extended by mutual agreement of the parties hereto. Any amendment of, or supplement to, any instructions must be in writing.

TIME IS OF THE ESSENCE IN THESE INSTRUCTIONS AND ESCROW IS TO CLOSE AS SOON AS POSSIBLE. The parties hereto agree to perform all acts reasonably necessary to close this escrow within one hundred twenty (120) days following the opening of escrow.

Responsibility for Escrow Agent under this Agreement is expressly limited to Sections 1, 2, 3, 4, 5, 6, 7, 10, 11, 12, and 18 and to its liability under any policy of title insurance issued in regard to this transaction.

7. ESCROW FEES, CHARGES AND COSTS. Buyer agrees to pay all Buyer's and Seller's usual fees, charges, and costs which arise in this escrow.

8. FENCING. Buyer agrees to pay the Seller additional compensation for the fence and gate which reflects an increase in pricing for when the fence and gate is installed.

9. RENTAL AND OCCUPANCY BY SELLER. Seller warrants that there are no oral or written leases on all or any portion of property.

10. PERMISSION TO ENTER ON PREMISES. Seller hereby grants to Buyer, or its authorized agents, permission to enter upon the Property at all reasonable times prior to close of escrow for the purpose of making necessary or appropriate inspections. It is understood that Buyer and its contractors will indemnify Seller and hold them harmless from any and all liability for bodily injury, death and property damage arising out of or in any way connected with such inspections, and reimburse Seller for all costs, expenses and loss, including attorney's fees, incurred by them in consequence of any claims, demands and causes of action which may be made or brought against them arising out of such inspections. Buyer shall provide the Seller a forty-eight (48) written notice before entering the property. However, Buyer shall have no obligation to indemnify Seller for any loss, liability, or damage caused by the negligence of the Seller, or any of Seller's employees, agents, or authorized users, including, but not limited to, tenants, invitees or permittees.

11. COUNTERPARTS. This Agreement may be executed in counterparts, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original, and all such counterparts together shall constitute one and the same instrument.

12. CLOSING STATEMENT. Seller instructs Escrow Agent to release a copy of Seller's statement to Buyer, whose address is 311 Vernon St, Roseville, CA 95678; purpose being to ascertain if any reimbursements are due Seller.

13. LOSS OR DAMAGE TO IMPROVEMENTS. Loss or damage to the real property or any improvements thereon, by fire or other casualty, occurring prior to the recordation of the deeds shall be at the risk of Seller. In the event that loss or damage to the real property or any improvements thereon, by fire or other casualty, occurs prior to the recordation of the deeds, Buyer may elect to require that the Seller pay to Buyer the proceeds of any insurance which may become payable to Seller by reason thereof, or to permit such proceeds to be used for the restoration of the damage done, or to reduce the total price by an amount equal to the diminution in value of said property by reason of such loss or damage or the amount of insurance payable to Seller, whichever is greater.

14. EMINENT DOMAIN DISMISSAL. Seller and Buyer acknowledge that this transaction is a negotiated settlement in lieu of condemnation, and Seller hereby agrees and consents to the dismissal or abandonment of any eminent domain action in the Superior Court of the State of California in and for the County of Placer, wherein the herein described property is included and also waives any and all claims to any money on deposit in said action and further waives all attorney's fees, costs, disbursements, and expenses incurred in connection therewith. If, prior to the close of the execution of this transaction, Seller is served with a Summons and Complaint in Eminent Domain in which Seller is a named defendant, upon the closing of this transaction, Seller agrees and consents to Buyer taking a Default in said action.

15. WARRANTIES, REPRESENTATIONS, AND COVENANTS OF SELLER. Seller hereby warrants, represents, and/or covenants to Buyer that:

- A. To the best of Seller's knowledge, there are no actions, suits, material claims, legal proceedings, or any other proceedings affecting the property or any portion thereof, at law, or in equity before any court or governmental agency, domestic or foreign.
- B. To the best of Seller's knowledge, there are no encroachments onto the property by improvements on any adjoining property, nor do any buildings or improvements encroach on other properties.
- C. Until the closing, Seller shall maintain the property in good condition and state of repair and maintenance, and shall perform all of its obligations under any service contracts or other contracts affecting the property.
- D. Until the closing, Seller shall not do anything which would impair Seller's title to any of the property.
- E. To the best of Seller's knowledge, neither the execution of this Agreement nor the performance of the obligations herein will conflict with, or breach any of the provisions of any bond, note, evidence of indebtedness, contract, lease, or other agreement or instrument to which Seller's property may be bound.
- F. Until the closing, Seller shall, upon learning of any fact or condition which would cause any of the warranties and representations in this Section 14 (Warranties, Representations, and Covenants of Seller) not to be true as of closing, immediately give written notice of such fact or condition to Buyer.

16. HAZARDOUS WASTE. Neither Seller nor, to the best of Seller's knowledge, any previous owner, tenant, occupant, or user of the Property used, generated, released, discharged, stored, or disposed of any hazardous waste, toxic substances, or related materials ("Hazardous Materials") on, under, in, or about the Property, or transported any Hazardous Materials to or from the Property. Seller shall not cause or permit the presence, use, generation, release, discharge, storage, or disposal of any Hazardous Materials on, under, in, or about, or the transportation of any Hazardous Materials to or from, the Property. The term "Hazardous Material" shall mean any substance, material, or waste which is or becomes regulated by any local governmental authority, the State of California, or the United States Government, including, but not limited to, any material or substance which is (i) defined as a "hazardous waste", "extremely hazardous waste", or "restricted hazardous waste" under Section 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law), (ii) defined as "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act), (iii) defined as a "hazardous material", "hazardous substance", or "hazardous waste" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory), (iv) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances), (v) petroleum, (vi) asbestos, (vii) polychlorinated biphenyls, (viii) listed under Article 9 or defined as "hazardous" or "extremely hazardous" pursuant to Article 11 of Title 22 of the California Administrative Code, Division 4, Chapter 20, (ix) designated as a "hazardous substances" pursuant to Section 311 of the Clean Water Act, (33

U.S.C. S1317), (x) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. S6901 et seq. (42 U.S.C. S6903) or (xi) defined as a "hazardous substances" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, as amended by Liability Act, 42. U.S.C. S9601 et seq. (42 U.S.C. S9601).

17. COMPLIANCE WITH ENVIRONMENTAL LAWS. To the best of Seller's knowledge the Property complies with all applicable laws and governmental regulations including, without limitation, all applicable federal, state, and local laws pertaining to air and water quality, hazardous waste, waste disposal, and other environmental matters, including, but not limited to, the Clean Water, Clean Air, Federal Water Pollution Control, Solid Waste Disposal, Resource Conservation Recovery and Comprehensive Environmental Response Compensation and Liability Acts, and the California Environment Quality Act, and the rules, regulations, and ordinances of the city within which the subject property is located, the California Department of Health Services, the Regional Water Quality Control Board, the State Water Resources Control Board, the Environmental Protection Agency, and all applicable federal, state, and local agencies and bureaus.

18. INDEMNITY. Seller agrees to indemnify, defend and hold Buyer harmless from and against any claim, action, suit, proceeding, loss, cost, damage, liability, deficiency, fine, penalty, punitive damage, or expense (including, without limitation, attorneys' fees), resulting from, arising out of, or based upon (i) the presence, release, use, generation, discharge, storage, or disposal of any Hazardous Material on, under, in or about, or the transportation of any such materials to or from, the Property, or (ii) the violation, or alleged violation, of any statute, ordinance, order, rule, regulation, permit, judgment, or license relating to the use, generation, release, discharge, storage, disposal, or transportation of Hazardous Materials on, under, in, or about, to or from, the Property. This indemnity shall include, without limitation, any damage, liability, fine, penalty, punitive damage, cost, or expense arising from or out of any claim, action, suit or proceeding for personal injury (including sickness, disease, or death, tangible or intangible property damage, compensation for lost wages, business income, profits or other economic loss, damage to the natural resource or the environment, nuisance, pollution, contamination, leak, spill, release, or other adverse effect on the environment). This indemnity extends only to liability created prior to or up to the date this escrow shall close. Seller shall not be responsible for acts or omissions to act post close of this escrow.

19. CONTINGENCY. It is understood and agreed between the parties hereto that the completion of this transaction, and the escrow created hereby, is contingent upon the specific acceptance and approval from the Buyer herein.

20. WAIVER OF CLAIMS. Seller acknowledges that the acquisition of the property by Buyer is for a public purpose, and therefore, the property is otherwise subject to taking by the power of eminent domain. Seller acknowledges that this transaction is a negotiated settlement in lieu of condemnation and agrees that the purchase price to be paid herein shall constitute full and fair compensation and consideration for any and all claims that Seller may have against Buyer by reason of the acquisition, improvement, possession, use and/or occupancy of the property, and Seller hereby waives any and all claims, including, but not limited to, claims for attorney's fees, pre-condemnation damages, severance damages, business goodwill, relocation assistance, or any other claim.

21. GENERAL PROVISIONS. The terms and conditions, covenants, and agreements set forth herein shall apply to and bind the heirs, executors, administrators, assigns and successors of the parties

hereto.

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

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.

This Agreement contains the entire agreement between both parties, neither party relies upon any warranty or representation not contained in this Agreement.

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 Seller has caused this Agreement to be executed.

BUYER

CITY OF ROSEVILLE, a
Municipal Corporation

BY: _____

NAME: _____

TITLE: _____

MAILING ADDRESS OF BUYER

311 Vernon Street
Roseville, CA 95678

MAILING ADDRESS OF SELLER

1207 Mallard Lane
Roseville, CA 95661

ATTEST:

BY: _____

City Clerk

APPROVED AS TO FORM:

BY: _____

City Attorney

APPROVED AS TO SUBSTANCE:

BY: _____

Public Works Director

SELLER

Jacqueline Rice, a single woman

BY: Jacqueline Rice

NAME: Jacqueline Rice

TITLE: Owner

BY: _____

NAME: _____

TITLE: _____

ATTACHMENT 1

Recorded at the Request of and:
When Recorded Return To:

City of Roseville
Attention: City Clerk
311 Vernon Street
Roseville, CA 95678

DOCUMENTARY TRANSFER TAX: \$ None

Space above this line is for Recorder's Use

 Computed on the consideration or value of property conveyed; OR

 Computed on the consideration or value less liens or encumbrances
remaining at time of sale.

"Record without fee subject to Gov't Code 6103
Recordation required to complete chain of title and is
exempt from payment of documentary tax in
accordance with R&T Code 11922"

GRANT DEED

Assessor's Parcel No: 469-070-009

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **Jacqueline Rice, a single woman, ("Grantor")** hereby grants to the **City of Roseville, a Municipal Corporation ("Grantee")** all that real property together with the right title and interest in the City of Roseville, County of Placer, State of California, described in Exhibit A and shown on and delineated on Exhibit B, both of which are attached hereto and by this reference made a part hereof.

Dated: _____

Jacqueline Rice, a single woman

By: _____

Name: _____

Title: _____

FOR: APN 469-070-009
1207 Mallard Lane, Roseville, CA 95661

EXHIBIT "A"
FEE ACQUISITION
LEGAL DESCRIPTION

A portion of that real property situate in the City of Roseville, County of Placer, State of California, in Section 7, Township 10 North, Range 7 East, Mount Diablo Meridian, being a portion of Lot 653 of that certain plat entitled "Sierra Gardens Unit No. 14" as shown on the map filed in Book K of Maps, at Page 33, Placer County Records, also being the lands of Jacqueline Rice as said lands are described in that certain document recorded February 3, 2015 as Document No. 2015-0007541, Official Records, Placer County Records, said real property being described as follows:

BEGINNING at a point in the southeasterly line of said lands, from which point the most easterly corner of said lands bears North $35^{\circ}47'31''$ East 234.03 feet; thence along said southeasterly line South $35^{\circ}47'31''$ West 33.25 feet to the most southerly corner thereof; thence along the westerly line of said lands the following two (2) courses:

- 1) North $28^{\circ}35'56''$ West 65.29 feet to the beginning of a curve, concave southwesterly, having a radius of 200.00 feet;
- 2) northwesterly along said curve, through a central angle of $18^{\circ}35'48''$, an arc distance of 64.91 feet (said curve being subtended by a chord which bears North $37^{\circ}53'50''$ West 64.63 feet) to the most westerly corner of said lands;

thence along the northwesterly line of said lands North $41^{\circ}43'26''$ East 4.85 feet to a point thereon, from which point the most northerly corner of said lands bears North $41^{\circ}43'26''$ East 274.05 feet; thence leaving said northwesterly line South $45^{\circ}20'50''$ East 101.32 feet to the beginning of a curve, concave northeasterly, having a radius of 256.50 feet; thence southwesterly along said curve, through a central angle of $04^{\circ}33'53''$, an arc distance of 20.44 feet (said curve being subtended by a chord which bears South $47^{\circ}37'46''$ East 20.43 feet) to the **POINT OF BEGINNING**.

Containing 1,807 square feet, more or less.

The bearings and distances used in the above description are based on the California Coordinate System of 1983, CCS83, Zone 2 (2010.00 Epoch). Multiply grid distances shown by 1.00006881 to obtain ground level distances.

A Portion of Placer County
APN 469-070-009
Jacqueline Rice
Fee Acquisition
December 8, 2022
Page 2 of 1

The above-described real property is identified as "Fee Acquisition Area" on the plat labeled
"Exhibit B" attached hereto and made a part hereof.

End of Description



EXHIBIT

NOTES:

- 1) THE BEARINGS AND DISTANCES SHOWN HEREON ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983 (CCS83), ZONE 2 (2010.00 EPOCH). MULTIPLY GRID DISTANCES SHOWN BY 1.00006881 TO OBTAIN GROUND LEVEL DISTANCES.
- 2) ALL RECORD REFERENCES ARE PLACER COUNTY RECORDS.
- 3) TITLE REPORT USED: PLACER TITLE COMPANY. ORDER NO. P-512294 DATED AUGUST 3, 2021.
- 4) EASEMENTS SHOWN HAVE BEEN LIMITED TO THOSE THAT ENCUMBER THE ACQUISITION AREA SHOWN.

LEGEND

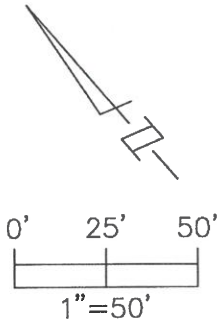
- o Dimension Point
- Sq. Ft. Square feet
- O.R. Official Records
- P.O.B. Point of Beginning
- (R) Radial
- Existing Road R/W Line
- Property Line
- Existing Easement Line



Fee Acquisition Area

APN 469-070-008
THE BARNES
FAMILY REV. TRUST
LOT 652

**FEE ACQUISITION
AREA = 1,807 Sq. Ft. ±**



LINDA CREEK
APN 469-070-001
CITY OF ROSEVILLE

MALLARD LANE

1207 MALLARD LANE
APN 469-070-009
JACQUELINE RICE
Doc. No.
2015-0007541, O.R.
A PORTION OF
LOT 653
K MAPS 33

N35°47'31"E 234.03'(TIE)

APN 469-070-010
CITY OF ROSEVILLE

ROCKY RIDGE DRIVE

20' WIDE ROADWAY
EASEMENT
862 O.R. 143

10' WIDE SEWER
EASEMENT
856 O.R. 246
(PARCEL II)

INGRESS EGRESS
EASEMENT
2173 O.R. 510
P.O.B.

N41°43'26"E
4.85'

R=256.50'
Δ=04°33'53"
L=20.44'
Chd=S47°37'46"E
20.43'

R=200.00'
Δ=18°35'48"
L=64.91'
Chd=N37°53'50"W
64.63'

S45°20'50"E 101.32'

65.29'
N28°35'56"W

SEWER EASEMENT
2823 O.R. 603

S35°47'31"W
33.25'

JACQUELINE RICE
APN: 469-070-009

CITY OF ROSEVILLE

COUNTY OF PLACER

STATE OF CALIFORNIA

DATE: 12/8/2022

SCALE: 1" = 50'

DRWN. BY: TRS CHK. BY: JAL

SHEET 1 OF 1

PSOMAS

1075 Creekside Ridge Drive, Suite 200
Roseville, CA 95678
(916) 788-8122 (916) 788-0600 (FAX)

Plotted: Dec/08/2022 7:42 AM | By: Tim.schooss

DWG: P:\6ROS013800\SURVEY\LEGALS\APN 469-070-009\Exhibits\APN469-070-009-Fee.dwg

ATTACHMENT 2

Recorded at the Request of and:
When Recorded Return To:

City of Roseville
Attention: City Clerk
311 Vernon Street
Roseville, CA 95678

DOCUMENTARY TRANSFER TAX: \$ None

Space above this line is for Recorder's Use

 Computed on the consideration or value of property conveyed; OR

 Computed on the consideration or value less liens or encumbrances
remaining at time of sale.

"Record without fee subject to Gov't Code 6103
Recordation required to complete chain of title and is
exempt from payment of documentary tax in
accordance with R&T Code 11922"

SLOPE EASEMENT

Assessor's Parcel No: 469-070-009

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **Jacqueline Rice, a single woman ("Grantor")** hereby grants to the, **City of Roseville, a Municipal Corporation ("Grantee")** its successors and assigns an exclusive easement to construct, maintain, inspect, repair, reconstruct, replant, and use that certain real property in the City of Roseville, County of Placer, State of California, described in Exhibit A and shown on and delineated on Exhibit B, both of which are attached hereto and by this reference made a part hereof.

The use of said strip of land shall be for slope purposes in order to accommodate the change in grade along the perimeter of the property located off of Rocky Ridge Drive, together with the right to use adjacent portions of the larger parcel, as reasonably necessary, for the initial construction of said slope.

No other easement or easements shall be granted on, under or over said strip of land without previous written consent by Grantee, which consent shall not be unreasonably withheld. Grantee shall have the right to assign any portions, or all of the rights granted under the Slope Easement area. No building, fences, walls or other permanent structures of any kind, and no deep-rooted tree, deep rooted shrubs or other plants or vegetation shall be installed, constructed, erected, placed, planted or maintained in the Slope Easement area without prior written consent of Grantee. Grantee shall have the right to mark the location of the easement in a manner which will not interfere with property owner's reasonable and lawful use of the Slope Easement area.

Dated: _____

Jacqueline Rice, a single woman

By: _____

Name: _____

Title: _____

FOR: APN 469-070-009
1207 Mallard Lane, Roseville, CA 95661

EXHIBIT "A"
SLOPE EASEMENT
LEGAL DESCRIPTION

A portion of that real property situate in the City of Roseville, County of Placer, State of California, in Section 7, Township 10 North, Range 7 East, Mount Diablo Meridian, being a portion of Lot 653 of that certain plat entitled "Sierra Gardens Unit No. 14" as shown on the map filed in Book K of Maps, at Page 33, Placer County Records, also being the lands of Jacqueline Rice as said lands are described in that certain document recorded February 3, 2015 as Document No. 2015-0007541, Official Records, Placer County Records, said real property being described as follows:

BEGINNING at a point in the southeasterly line of said lands, from which point the southeasterly corner of said lands bears North $35^{\circ}47'31''$ East 215.50 feet; thence along said southeasterly line South $35^{\circ}47'31''$ West 3.48 feet to a point thereon, said point being the beginning of a non-tangent curve, concave northeasterly, having a radius of 241.50 feet, to which beginning a radial line bears South $40^{\circ}21'20''$ West; thence northwesterly along said curve, through a central angle of $04^{\circ}17'50''$, an arc distance of 18.11 feet (said curve being subtended by a chord which bears North $47^{\circ}29'45''$ West 18.11 feet); thence North $45^{\circ}20'50''$ West 102.08 feet to a point on the northwesterly line of said lands; thence along said northwesterly line North $41^{\circ}43'26''$ East 2.00 feet to a point thereon, from which point the most northerly corner of said lands bears North $41^{\circ}43'26''$ East 257.03 feet; thence leaving said northwesterly line South $51^{\circ}12'36''$ East 105.03 feet; thence South $15^{\circ}56'22''$ East 17.53 feet to the **POINT OF BEGINNING**.

Containing 895 square feet, more or less.

The bearings and distances used in the above description are based on the California Coordinate System of 1983, CCS83, Zone 2 (2010.00 Epoch). Multiply grid distances shown by 1.00006881 to obtain ground level distances.

The above-described real property is identified as "Slope Easement" on the plat labeled "Exhibit B" attached hereto and made a part hereof.

End of Description



EXHIBIT

NOTES:

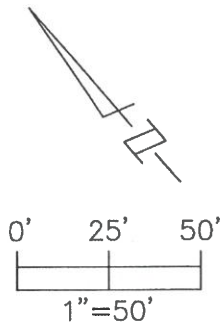
- 1) THE BEARINGS AND DISTANCES SHOWN HEREON ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983 (CCS83), ZONE 2 (2010.00 EPOCH). MULTIPLY GRID DISTANCES SHOWN BY 1.00006881 TO OBTAIN GROUND LEVEL DISTANCES.
- 2) ALL RECORD REFERENCES ARE PLACER COUNTY RECORDS.
- 3) TITLE REPORT USED: PLACER TITLE COMPANY. ORDER NO. P-512294 DATED AUGUST 3, 2021.
- 4) EASEMENTS SHOWN HAVE BEEN LIMITED TO THOSE THAT ENCUMBER THE ACQUISITION AREA SHOWN.

LEGEND

- o Dimension Point
- Sq. Ft. Square feet
- O.R. Official Records
- P.O.B. Point of Beginning
- (R) Radial
- Existing Road R/W Line
- Property Line
- - - Existing Easement Line



Slope Easement



SLOPE EASEMENT
AREA = 895 Sq. Ft. ±

APN 469-070-008
THE BARNES
FAMILY REV. TRUST
LOT 652

LINDA CREEK
APN 469-070-001
CITY OF ROSEVILLE

1207 MALLARD LANE
APN 469-070-009
JACQUELINE RICE
Doc. No.
2015-0007541, O.R.
A PORTION OF
LOT 653
K MAPS 33

20' WIDE ROADWAY
EASEMENT
862 O.R. 143

10' WIDE SEWER
EASEMENT
856 O.R. 246
(PARCEL II)

APN 469-070-010
CITY OF ROSEVILLE

ROCKY RIDGE DRIVE

INGRESS EGRESS
EASEMENT
2173 O.R. 510

P.O.B.

S35°47'31"W
3.48'

R=241.50'
Δ=4°17'50"
L=18.11'
Chd=N47°29'45"W
18.11'

SEWER EASEMENT
2823 O.R. 603

JACQUELINE RICE
APN: 469-070-009

CITY OF ROSEVILLE

COUNTY OF PLACER

STATE OF CALIFORNIA

DATE: 12/8/2022

SCALE: 1" = 50'

DRWN. BY: TRS CHK. BY: JAL

SHEET 1 OF 1

PSOMAS

1075 Creekside Ridge Drive, Suite 200
Roseville, CA 95678
(916) 788-8122 (916) 788-0600 (FAX)

Plotted: Dec/08/2022 8:02 AM | By: Tim.schooss
DWG: P:\6ROS013800\SURVEY\LEGALS\APN 469-070-009\Exhibits\APN469-070-009-Slope.dwg

ACKNOWLEDGMENT

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

State of California)
) ss
County of _____)

On _____ before me, _____, Notary Public
(Date) (Name of Notary)

personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(Notary Signature)

ATTACHMENT 3

Recorded at the Request of and:
When Recorded Return To:

City of Roseville
Attention: City Clerk
311 Vernon Street
Roseville, CA 95678

DOCUMENTARY TRANSFER TAX: \$ None

Space above this line is for Recorder's Use

 Computed on the consideration or value of property conveyed; OR

 Computed on the consideration or value less liens or encumbrances
remaining at time of sale.

"Record without fee subject to Gov't Code 6103
Recordation required to complete chain of title and is
exempt from payment of documentary tax in
accordance with R&T Code 11922"

**NON EXCLUSIVE INGRESS/EGRESS AND MAINTENANCE
EASEMENT**

Assessor's Parcel No: 469-070-009

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **Jacqueline Rice, a single woman ("Grantor")** hereby grants to the, **City of Roseville, a Municipal Corporation ("Grantee")** a non-exclusive easement for ingress/egress and maintenance purposes in, on, under, over, along and across that certain real property in the City of Roseville, County of Placer, State of California, described in Exhibit A and shown on and delineated on Exhibit B, both of which are attached hereto and by this reference made a part hereof.

Reserving unto the Grantor herein, their successors or assigns a non-exclusive easement for ingress and egress over that portion of the land described in Exhibit A and shown on and delineated on Exhibit B.

Said easement is reserved for the benefit of and is appurtenant to lots 633-638 inclusive and lots 641 through 653 inclusive, of said Sierra Gardens Unit No. 14.

Also reserving unto the Grantor herein, their successors or assigns, a non-exclusive easement in gross for ingress and egress over that portion of the land described in Exhibit A and shown on and delineated on Exhibit B, together with the right to grant and convey said easement to such persons or entities as Grantor herein may desire, without regard to number.

Grantor hereby acknowledges that the Grantee's maintenance responsibilities is reserved only for the maintenance of City-owned facilities.

FOR: APN 469-070-009
1207 Mallard Ln, Roseville, CA 95661

Dated: _____

Jacqueline Rice, a single woman

By: _____

Name: _____

Title: _____

EXHIBIT "A"
INGRESS/EGRESS/MAINTENANCE EASEMENT
LEGAL DESCRIPTION

A portion of that real property situate in the City of Roseville, County of Placer, State of California, in Section 7, Township 10 North, Range 7 East, Mount Diablo Meridian, being a portion of Lot 653 of that certain plat entitled "Sierra Gardens Unit No. 14" as shown on the map filed in Book K of Maps, at Page 33, Placer County Records, also being the lands of Jacqueline Rice as said lands are described in that certain document recorded February 3, 2015 as Document No. 2015-0007541, Official Records, Placer County Records, said real property being described as follows:

BEGINNING at a point in the southeasterly line of said lands, from which point the southeasterly corner of said lands bears North 35°47'31" East 234.03 feet, said point also being the beginning of a non-tangent curve, concave northeasterly, having a radius of 256.50 feet, and to which beginning a radial line bears South 40°05'17" West; thence northwesterly along said curve, through a central angle of 04°33'53", an arc distance of 20.44 feet (said curve being subtended by a chord which bears North 47°37'46" West 20.43 feet); thence North 45°20'50" West 101.32 feet to a point on the northwesterly line of said lands; thence along said northwesterly line North 41°43'26" East 15.02 feet to a point thereon, from which point the most northerly corner of said lands bears North 41°43'26" East 274.05 feet; thence leaving said northwesterly line, South 45°20'50" East 102.08 feet to the beginning of a curve, concave northeasterly, having a radius of 241.50 feet; thence southeasterly along said curve, through a central angle of 04°17'50", an arc distance of 18.11 feet (said curve being subtended by a chord which bears South 47°29'45" East 18.11 feet) to a point on said southeasterly line; thence along said southeasterly line South 35°47'31" West 15.04 feet to the **POINT OF BEGINNING**.

Containing 1,815 square feet, more or less.

The bearings and distances used in the above description are based on the California Coordinate System of 1983, CCS83, Zone 2 (2010.00 Epoch). Multiply grid distances shown by 1.00006881 to obtain ground level distances.

The above-described real property is identified as "Ingress/Egress/Maintenance Easement" on the plat labeled "Exhibit B" attached hereto and made a part hereof.

End of Description



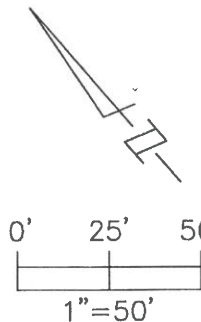
EXHIBIT

NOTES:

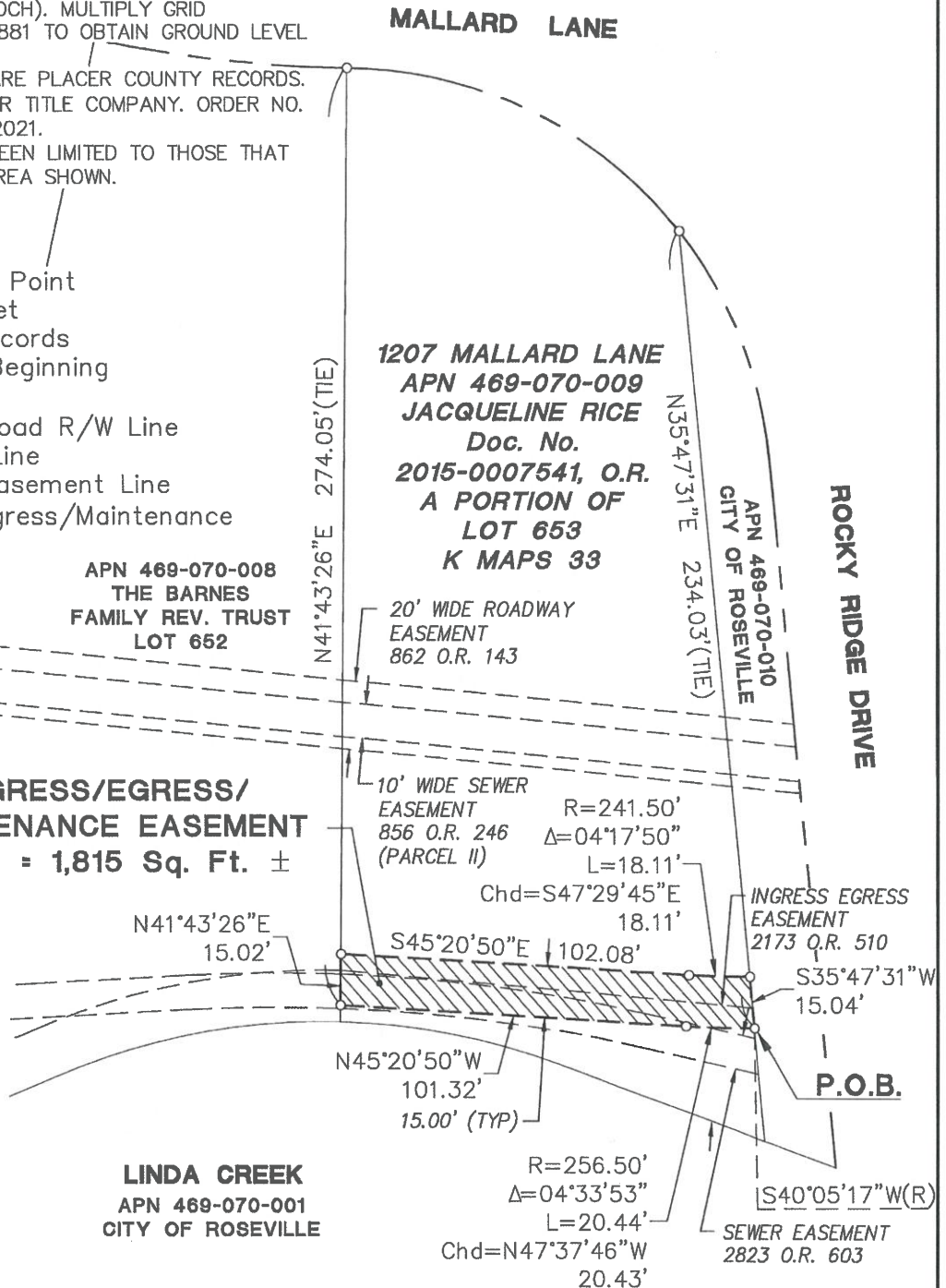
- 1) THE BEARINGS AND DISTANCES SHOWN HEREON ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983 (CCS83), ZONE 2 (2010.00 EPOCH). MULTIPLY GRID DISTANCES SHOWN BY 1.00006881 TO OBTAIN GROUND LEVEL DISTANCES.
- 2) ALL RECORD REFERENCES ARE PLACER COUNTY RECORDS.
- 3) TITLE REPORT USED: PLACER TITLE COMPANY. ORDER NO. P-512294 DATED AUGUST 3, 2021.
- 4) EASEMENTS SHOWN HAVE BEEN LIMITED TO THOSE THAT ENCUMBER THE ACQUISITION AREA SHOWN.

LEGEND

- o Dimension Point
- Sq. Ft. Square feet
- O.R. Official Records
- P.O.B. Point of Beginning
- (R) Radial
- Existing Road R/W Line
- Property Line
- - - Existing Easement Line
-  Ingress/Egress/Maintenance Easement



**INGRESS/EGRESS/
MAINTENANCE EASEMENT**
AREA = 1,815 Sq. Ft. ±



JACQUELINE RICE
APN: 469-070-009

CITY OF ROSEVILLE

COUNTY OF PLACER

STATE OF CALIFORNIA

DATE: 12/8/2022

SCALE: 1" = 50'

DRWN. BY: TRS CHK. BY: JAL

SHEET 1 OF 1

PSOMAS

1075 Creekside Ridge Drive, Suite 200
Roseville, CA 95678
(916) 788-8122 (916) 788-0600 (FAX)

Plotted: Dec/08/2022 7:54 AM | By: Tim.schooss
DWG: P:\BROS013800\SURVEY\LEGALS\APN 469-070-009\Exhibits\APN469-070-009-Access.dwg

ACKNOWLEDGMENT

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

State of California)
) ss
County of _____)

On _____ before me, _____, Notary Public
(Date) (Name of Notary)

personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(Notary Signature)

RESOLUTION NO. 23-030

APPROVING AN AGREEMENT FOR ACQUISITION OF REAL PROPERTY AND ESCROW INSTRUCTIONS, BY AND BETWEEN THE CITY OF ROSEVILLE AND EMILY ANN BALDWIN AND MATTHEW BLAIR BALDWIN, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT AND ALL RELATED ESCROW DOCUMENTS ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, an agreement for acquisition of real property and escrow instructions for the purchase of a portion of the property located at 1301 Mallard Lane (APN No. 469-070-006) in Roseville, CA, by and between the City of Roseville and Emily Ann Baldwin and Matthew Blair Baldwin, 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 and all related escrow documents on behalf of the City of Roseville; and

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 2023, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

PARCEL NO.: 469-070-006

TITLE REPORT NO.: P-512267

PROJECT: ROSEVILLE DRY CREEK GREENWAY EAST PROJECT

**AGREEMENT FOR ACQUISITION OF REAL PROPERTY
(ESCROW INSTRUCTIONS)**

THIS AGREEMENT is entered into this _____ day of _____, 2022 by and between the CITY OF ROSEVILLE, a Municipal Corporation (hereinafter called "Buyer"), and Emily Ann Baldwin and Matthew Blair Baldwin, wife and husband as joint tenants, (hereinafter called "Seller") for acquisition by Buyer of one Partial Property Acquisition in fee and one Ingress/Egress and Maintenance Easement over real property hereinafter set forth.

IT IS HEREBY MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. **AGREEMENT TO SELL AND PURCHASE.** Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, upon the terms and for the consideration set forth in this agreement, the following interest(s) in property, all situated in the City of Roseville, County of Placer, State of California:

- A. Partial Property Acquisition in fee (Attached as Attachment 1); and
- B. Non-Exclusive Ingress/Egress and Maintenance Easement (Attached as Attachment 2)

The legal description of each interest is identified in the referenced attachment(s), which are hereby incorporated by reference.

2. **PURCHASE PRICE.** The total purchase price, payable in cash through escrow, shall be the sum of:

FORTY FIVE THOUSAND FOUR HUNDRED AND 00/100 DOLLARS
(\$45,400.00)

The total purchase price includes: acquisition value of the property interests identified in Section 1.

3. **CONVEYANCE OF TITLE.** Seller agrees to convey the fee interest by Grant Deed and the easement by Easement Deed. Seller agrees to convey to Buyer marketable fee title and easements free and clear of all recorded and unrecorded liens, encumbrances, assessments, easements, leases, and taxes EXCEPT:

- A. All taxes for the current fiscal year prorated as per Section 6 hereinafter.
- B. Quasi-public utility, public alley, public street easements, and rights of way of record.
- C. Preliminary Title Report to be provided by Placer Title Company and approved in Escrow.

4. **POSSESSION.** It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this contract, the right of possession and use of the subject property by Buyer, including the right to remove and dispose of improvements, shall commence on the date the amount of funds as specified in Section 2 herein are deposited into the escrow controlling this transaction. The amount

shown in Section 2 herein includes, but is not limited to, full payment for such possession and use, including damages, if any, from said date.

5. TITLE INSURANCE POLICY. Escrow Agent shall, following recording of deeds to Buyer, provide Buyer with CLTA Standard Coverage Policy of Title Insurance in the amount of \$45,400.00 issued by Placer Title Company showing the title to the property vested in Buyer, subject only to the exceptions set forth in Section 3 and the printed exceptions and stipulations in said policy. Buyer agrees to pay the premium charged therefore.

6. ESCROW. Buyer agrees to open an escrow in accordance with this Agreement at Placer Title Company, 1508 Eureka Road, Suite 150 Roseville, CA 95661 (916) 782-3711. This Agreement constitutes the joint escrow instructions of Buyer and Seller, and Escrow Agent (Tracy Murphy) to whom these instructions are delivered is hereby empowered to act under this Agreement. The parties hereto agree to do all acts necessary to close this escrow in the shortest possible time.

Seller agrees to deposit with Escrow Agent prior to the Close of Escrow original, fully executed and acknowledged deeds prepared by Escrow Agent and any other customary agreements, consents, or documents reasonably necessary to effectuate the purchase of the subject property. Buyer agrees to deposit the purchase price and **certificate of acceptance** upon demand of Escrow Agent.

Insurance policies for fire or casualty are not to be transferred, and Seller will cancel its own policies after close of escrow.

All funds received in this escrow shall be deposited with other escrow funds in a general escrow account(s) and may be transferred to any other such escrow trust account in any State or National Bank doing business in the State of California. All disbursements shall be made either by check or wire transfer from such account.

ESCROW AGENT IS AUTHORIZED AND IS INSTRUCTED TO COMPLY WITH THE FOLLOWING TAX ADJUSTMENT PROCEDURE:

- A. Pay and charge Seller for any unpaid delinquent taxes and/or penalties and interest thereon, and for any delinquent or non-delinquent assessments or bonds against the property;
- B. In the event this escrow closes between July 1 and November 1, and current tax information is not available from title insurer, Escrow Agent is instructed to withhold from Seller's proceeds an amount equal to 120% of the prorated amount due based upon the previous fiscal year's second half tax bill. At such time that the tax information is available, Escrow Agent shall make a check payable to the County Tax Collector for Seller's prorated portion of taxes and forward the same to the Buyer and shall refund any difference to the Seller. In the event the amount withheld is not sufficient to pay Seller's prorated portion of taxes due, the Seller herein agrees to immediately pay the difference;

In the event said tax information is available, Seller's taxes shall be prorated in accordance with Paragraph "C" below.

- C. From the date that tax information is available, as per Paragraph "B" hereinabove, up to and including June 30th, Seller's current taxes, if unpaid, shall be prorated to date of close of escrow on the basis of a 365 day year in accordance with Tax Collector's proration requirements, together with penalties and interest, if said current taxes are unpaid after December 10 and/or April 10. At close of escrow, a check payable to the County Tax Collector for Seller's prorata portion of taxes shall be forwarded to Buyer with closing statement;
- D. Any taxes which have been paid by Seller, prior to opening of this escrow, shall not be prorated between Buyer and Seller, but Seller shall have the sole right, after close of escrow, to apply to the County Tax Collector of said county for a refund. This refund would apply to the period after Buyer's acquisition, pursuant to Revenue and Taxation Code Section 5096.7.

ESCROW AGENT IS AUTHORIZED TO, AND SHALL:

- E. Pay and charge Seller, upon Seller's written approval, for any amount necessary to place title in the condition necessary to satisfy Section 3 of this Agreement, excluding any penalty for prepayment to any lienholder in compliance with Section 1265.240 of the Code of Civil Procedure ("Eminent Domain Law");
- F. Pay and charge Buyer for any escrow fees, charges, and costs payable under Section 6 of this Agreement;
- G. Disburse funds and deliver deeds when conditions of this escrow have been fulfilled by Buyer and Seller.

The term "close of escrow", if and where written in these instructions, shall mean the date that all necessary instruments of conveyance are recorded in the office of the County Recorder. Recordation of instruments delivered through this escrow is authorized if necessary or proper in the issuance of said policy of title insurance.

All time limits within which any matter herein specified is to be performed may be extended by mutual agreement of the parties hereto. Any amendment of, or supplement to, any instructions must be in writing.

TIME IS OF THE ESSENCE IN THESE INSTRUCTIONS AND ESCROW IS TO CLOSE AS SOON AS POSSIBLE. The parties hereto agree to perform all acts reasonably necessary to close this escrow within one hundred twenty (120) days following the opening of escrow.

Responsibility for Escrow Agent under this Agreement is expressly limited to Sections 1, 2, 3, 4, 5, 6, 7, 10, 11, 12, and 18 and to its liability under any policy of title insurance issued in regard to this transaction.

7. ESCROW FEES, CHARGES AND COSTS. Buyer agrees to pay all Buyer's and Seller's usual fees, charges, and costs which arise in this escrow.

8. FENCING. During construction, Buyer agrees that if any damage occurs to, or relocation is required of the fence located on the property that is due to the ongoing construction, the Buyer will restore the fence to its original condition, or relocate the fence as necessary.

9. RENTAL AND OCCUPANCY BY SELLER. Seller warrants that there are no oral or written leases on all or any portion of property.

10. PERMISSION TO ENTER ON PREMISES. Seller hereby grants to Buyer, or its authorized agents, permission to enter upon the Property at all reasonable times prior to close of escrow for the purpose of making necessary or appropriate inspections. It is understood that Buyer and its contractors will indemnify Seller and hold them harmless from any and all liability for bodily injury, death and property damage arising out of or in any way connected with such inspections, and reimburse Seller for all costs, expenses and loss, including attorney's fees, incurred by them in consequence of any claims, demands and causes of action which may be made or brought against them arising out of such inspections. Buyer shall provide the Seller a forty-eight (48) written notice before entering the property. However, Buyer shall have no obligation to indemnify Seller for any loss, liability, or damage caused by the negligence of the Seller, or any of Seller's employees, agents, or authorized users, including, but not limited to, tenants, invitees or permittees.

11. COUNTERPARTS. This Agreement may be executed in counterparts, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original, and all such counterparts together shall constitute one and the same instrument.

12. CLOSING STATEMENT. Seller instructs Escrow Agent to release a copy of Seller's statement to Buyer, whose address is 311 Vernon St, Roseville, CA 95678; purpose being to ascertain if any reimbursements are due Seller.

13. LOSS OR DAMAGE TO IMPROVEMENTS. Loss or damage to the real property or any improvements thereon, by fire or other casualty, occurring prior to the recordation of the deeds shall be at the risk of Seller. In the event that loss or damage to the real property or any improvements thereon, by fire or other casualty, occurs prior to the recordation of the deeds, Buyer may elect to require that the Seller pay to Buyer the proceeds of any insurance which may become payable to Seller by reason thereof, or to permit such proceeds to be used for the restoration of the damage done, or to reduce the total price by an amount equal to the diminution in value of said property by reason of such loss or damage or the amount of insurance payable to Seller, whichever is greater.

14. EMINENT DOMAIN DISMISSAL. Seller and Buyer acknowledge that this transaction is a negotiated settlement in lieu of condemnation, and Seller hereby agrees and consents to the dismissal or abandonment of any eminent domain action in the Superior Court of the State of California in and for the County of Placer, wherein the herein described property is included and also waives any and all claims to any money on deposit in said action and further waives all attorney's fees, costs, disbursements, and expenses incurred in connection therewith. If, prior to the close of the execution of this transaction, Seller is served with a Summons and Complaint in Eminent Domain in which Seller is a named defendant, upon the closing of this transaction, Seller agrees and consents to Buyer taking a Default in said action.

15. WARRANTIES, REPRESENTATIONS, AND COVENANTS OF SELLER. Seller hereby

warrants, represents, and/or covenants to Buyer that:

- A. To the best of Seller's knowledge, there are no actions, suits, material claims, legal proceedings, or any other proceedings affecting the property or any portion thereof, at law, or in equity before any court or governmental agency, domestic or foreign.
- B. To the best of Seller's knowledge, there are no encroachments onto the property by improvements on any adjoining property, nor do any buildings or improvements encroach on other properties.
- C. Until the closing, Seller shall maintain the property in good condition and state of repair and maintenance, and shall perform all of its obligations under any service contracts or other contracts affecting the property.
- D. Until the closing, Seller shall not do anything which would impair Seller's title to any of the property.
- E. To the best of Seller's knowledge, neither the execution of this Agreement nor the performance of the obligations herein will conflict with, or breach any of the provisions of any bond, note, evidence of indebtedness, contract, lease, or other agreement or instrument to which Seller's property may be bound.
- F. Until the closing, Seller shall, upon learning of any fact or condition which would cause any of the warranties and representations in this Section 14 (Warranties, Representations, and Covenants of Seller) not to be true as of closing, immediately give written notice of such fact or condition to Buyer.

16. HAZARDOUS WASTE. Neither Seller nor, to the best of Seller's knowledge, any previous owner, tenant, occupant, or user of the Property used, generated, released, discharged, stored, or disposed of any hazardous waste, toxic substances, or related materials ("Hazardous Materials") on, under, in, or about the Property, or transported any Hazardous Materials to or from the Property. Seller shall not cause or permit the presence, use, generation, release, discharge, storage, or disposal of any Hazardous Materials on, under, in, or about, or the transportation of any Hazardous Materials to or from, the Property. The term "Hazardous Material" shall mean any substance, material, or waste which is or becomes regulated by any local governmental authority, the State of California, or the United States Government, including, but not limited to, any material or substance which is (i) defined as a "hazardous waste", "extremely hazardous waste", or "restricted hazardous waste" under Section 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law), (ii) defined as "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act), (iii) defined as a "hazardous material", "hazardous substance", or "hazardous waste" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory), (iv) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances), (v) petroleum, (vi) asbestos, (vii) polychlorinated biphenyls, (viii) listed under Article 9 or defined as "hazardous" or "extremely hazardous" pursuant to Article 11 of Title 22 of the California Administrative Code, Division 4, Chapter

20, (ix) designated as a "hazardous substances" pursuant to Section 311 of the Clean Water Act, (33 U.S.C. S1317), (x) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. S6901 et seq. (42 U.S.C. S6903) or (xi) defined as a "hazardous substances" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, as amended by Liability Act, 42. U.S.C. S9601 et seq. (42 U.S.C. S9601).

17. COMPLIANCE WITH ENVIRONMENTAL LAWS. To the best of Seller's knowledge the Property complies with all applicable laws and governmental regulations including, without limitation, all applicable federal, state, and local laws pertaining to air and water quality, hazardous waste, waste disposal, and other environmental matters, including, but not limited to, the Clean Water, Clean Air, Federal Water Pollution Control, Solid Waste Disposal, Resource Conservation Recovery and Comprehensive Environmental Response Compensation and Liability Acts, and the California Environment Quality Act, and the rules, regulations, and ordinances of the city within which the subject property is located, the California Department of Health Services, the Regional Water Quality Control Board, the State Water Resources Control Board, the Environmental Protection Agency, and all applicable federal, state, and local agencies and bureaus.

18. INDEMNITY. Seller agrees to indemnify, defend and hold Buyer harmless from and against any claim, action, suit, proceeding, loss, cost, damage, liability, deficiency, fine, penalty, punitive damage, or expense (including, without limitation, attorneys' fees), resulting from, arising out of, or based upon (i) the presence, release, use, generation, discharge, storage, or disposal of any Hazardous Material on, under, in or about, or the transportation of any such materials to or from, the Property, or (ii) the violation, or alleged violation, of any statute, ordinance, order, rule, regulation, permit, judgment, or license relating to the use, generation, release, discharge, storage, disposal, or transportation of Hazardous Materials on, under, in, or about, to or from, the Property. This indemnity shall include, without limitation, any damage, liability, fine, penalty, punitive damage, cost, or expense arising from or out of any claim, action, suit or proceeding for personal injury (including sickness, disease, or death, tangible or intangible property damage, compensation for lost wages, business income, profits or other economic loss, damage to the natural resource or the environment, nuisance, pollution, contamination, leak, spill, release, or other adverse effect on the environment). This indemnity extends only to liability created prior to or up to the date this escrow shall close. Seller shall not be responsible for acts or omissions to act post close of this escrow.

19. CONTINGENCY. It is understood and agreed between the parties hereto that the completion of this transaction, and the escrow created hereby, is contingent upon the specific acceptance and approval from the Buyer herein.

20. WAIVER OF CLAIMS. Seller acknowledges that the acquisition of the property by Buyer is for a public purpose, and therefore, the property is otherwise subject to taking by the power of eminent domain. Seller acknowledges that this transaction is a negotiated settlement in lieu of condemnation and agrees that the purchase price to be paid herein shall constitute full and fair compensation and consideration for any and all claims that Seller may have against Buyer by reason of the acquisition, improvement, possession, use and/or occupancy of the property, and Seller hereby waives any and all claims, including, but not limited to, claims for attorney's fees, pre-condemnation damages, severance damages, business goodwill, relocation assistance, or any other claim.

21. GENERAL PROVISIONS. The terms and conditions, covenants, and agreements set forth

herein shall apply to and bind the heirs, executors, administrators, assigns and successors of the parties hereto.

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

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.

This Agreement contains the entire agreement between both parties, neither party relies upon any warranty or representation not contained in this Agreement.

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 Seller has caused this Agreement to be executed.

BUYER

CITY OF ROSEVILLE, a
Municipal Corporation

BY: _____

NAME: _____

TITLE: _____

MAILING ADDRESS OF BUYER

311 Vernon Street
Roseville, CA 95678

MAILING ADDRESS OF SELLER

1301 Mallard Lane
Roseville, CA 95661

ATTEST:

BY: _____

City Clerk

APPROVED AS TO FORM:

BY: _____

City Attorney

APPROVED AS TO SUBSTANCE:

BY: _____

Public Works Director

SELLER

Emily Ann Baldwin and Matthew Blair Baldwin,
wife and husband as joint tenants

BY: _____

NAME: Emily Baldwin

TITLE: Grantor

BY: _____

NAME: Matthew Baldwin

TITLE: Grantor

ATTACHMENT 1

Recorded at the Request of and:
When Recorded Return To:

City of Roseville
Attention: City Clerk
311 Vernon Street
Roseville, CA 95678

DOCUMENTARY TRANSFER TAX: \$ None

Space above this line is for Recorder's Use

☐ Computed on the consideration or value of property conveyed; OR

☐ Computed on the consideration or value less liens or encumbrances
remaining at time of sale.

"Record without fee subject to Gov't Code 6103
Recordation required to complete chain of title and is
exempt from payment of documentary tax in
accordance with R&T Code 11922"

GRANT DEED

Assessor's Parcel No: 469-070-006

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **Emily Ann Baldwin and Matthew Blair Baldwin, wife and husband as joint tenants, ("Grantor")** hereby grants to the **City of Roseville, a Municipal Corporation ("Grantee")** all that real property together with the right title and interest in the City of Roseville, County of Placer, State of California, described in Exhibit A and shown on and delineated on Exhibit B, both of which are attached hereto and by this reference made a part hereof.

Dated: _____

Emily Ann Baldwin and Matthew Blair Baldwin,
wife and husband as joint tenants

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

FOR: APN 469-070-006
1301 Mallard Ln, Roseville, CA 95661

EXHIBIT "A"
FEE ACQUISITION
LEGAL DESCRIPTION

A portion of that real property situate in the City of Roseville, County of Placer, State of California, in Section 7, Township 10 North, Range 7 East, Mount Diablo Meridian, being Lot 650 of that certain plat entitled "Sierra Gardens Unit No. 14" as shown on the map filed in Book K of Maps, at Page 33, Placer County Records, also being the lands of Emily Ann Baldwin and Matthew Blair Baldwin as said lands are described in that certain document recorded January 25, 2018 as Document No. 2018-0004710, Official Records, Placer County Records, said real property being described as follows:

BEGINNING at a point in the southerly line of said lot, from which point the southeasterly corner of said lot bears North 64°40'50" East 427.16 feet; thence along said southerly line South 64°40'50" West 20.47 feet to the most southerly corner of said lot; thence along the westerly line of said lot the following two (2) courses:

- 1) North 26°23'48" West 156.68 feet;
- 2) North 34°25'46" East 16.17 feet to the most northwesterly corner of said lot;

thence along the northerly line of said lot North 76°09'32" East 36.90 feet to a point thereon, from which point the most northerly corner of said lot bears North 76°09'32" East 416.27 feet, said point also being the beginning of a non-tangent curve, concave easterly, having a radius of 101.50 feet, to which beginning a radial line bears North 73°31'53" West; thence southerly along said curve, through a central angle of 40°22'15", an arc distance of 71.52 feet (said curve being subtended by a chord which bears South 03°43'01" East 70.05 feet); thence South 23°54'08" East 76.65 feet to the beginning of a curve, concave northeasterly, having a radius of 91.50 feet; thence southerly along said curve, through a central angle of 09°51'47", an arc distance of 15.75 feet (said curve being subtended by a chord which bears South 28°50'02" East 15.73 feet) to the **POINT OF BEGINNING**.

Containing 4,229 square feet, more or less.

The bearings and distances used in the above description are based on the California Coordinate System of 1983, CCS83, Zone 2 (2010.00 Epoch). Multiply grid distances shown by 1.00006881 to obtain ground level distances.

A Portion of Placer County
APN 469-070-006
Emily Ann Baldwin and Matthew Blair Baldwin
Fee Acquisition
December 19, 2022
Page 2 of 1

The above-described real property is identified as "Fee Acquisition Area" on the plat labeled "Exhibit B" attached hereto and made a part hereof.

End of Description



EXHIBIT "B"

MALLARD LANE

NOTES:

- 1) THE BEARINGS AND DISTANCES SHOWN HEREON ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983 (CCS83), ZONE 2 (2010.00 EPOCH). MULTIPLY GRID DISTANCES SHOWN BY 1.00006881 TO OBTAIN GROUND LEVEL DISTANCES.
- 2) ALL RECORD REFERENCES ARE PLACER COUNTY RECORDS.
- 3) TITLE REPORT USED: PLACER TITLE COMPANY. ORDER NO. P-512267 DATED AUGUST 18, 2021.
- 4) EASEMENTS SHOWN HAVE BEEN LIMITED TO THOSE THAT ENCUMBER THE ACQUISITION AREA SHOWN.

LEGEND

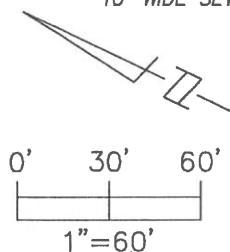
- o Dimension Point
- Sq. Ft. Square feet
- O.R. Official Records
- P.O.B. Point of Beginning
- (R) Radial
- Existing Road R/W Line
- Property Line
- Existing Easement Line

 Fee Acquisition Area



**FEE ACQUISITION
AREA = 4,229 Sq. Ft. ±**

INGRESS EGRESS EASEMENT
1849 O.R. 159
10' WIDE SEWER EASEMENT
2825 O.R. 676



N73°31'53"W(R)

N76°09'32"E
36.90'

N34°25'46"E
16.17'

N76°09'32"E 416.27'(TIE)

R=101.50'
Δ=40°22'15"
L=71.52'
Chd=S03°43'01"E
70.05'

R=91.50'
Δ=09°51'47"
L=15.75'
Chd=S28°50'02"E
15.73'

P.O.B.

S23°54'08"E
76.65'

N26°23'48"W 156.68'

LINDA CREEK

APN 469-070-001
CITY OF ROSEVILLE

S64°40'50"W
20.47'

N64°40'50"E 427.16'(TIE)

APN 469-070-005
BENJAMIN HAUGEN
LOT 649

1301 MALLARD LANE
APN 469-070-006
EMILY ANN BALDWIN
& MATTHEW BLAIR
BALDWIN
DOC. No.
2018-0004710, O.R.
LOT 650
K MAPS 33

APN 469-070-007
JOEY STETSON
LOT 651

EMILY ANN BALDWIN & MATTHEW BLAIR BALDWIN
APN: 469-070-006

CITY OF ROSEVILLE

COUNTY OF PLACER

STATE OF CALIFORNIA

DATE: 11/23/2022

SCALE: 1" = 60'

DRWN. BY: TRS CHK. BY: JAL

SHEET 1 OF 1

PSOMAS

1075 Creekside Ridge Drive, Suite 200
Roseville, CA 95678
(916) 788-8122 (916) 788-0600 (FAX)

Plotted: Dec/19/2022 5:15 PM | By: Tim.schooss

DWG: P:\6ROS013800\SURVEY\LEGALS\APN 469-070-006\Exhibits\APN469-070-006_Fee.dwg

ACKNOWLEDGMENT

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

State of California)
) ss
County of _____)

On _____ before me, _____, Notary Public
(Date) (Name of Notary)

personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(Notary Signature)

ATTACHMENT 2

Recorded at the Request of and:
When Recorded Return To:

**City of Roseville
Attention: City Clerk
311 Vernon Street
Roseville, CA 95678**

DOCUMENTARY TRANSFER TAX: \$ None

Space above this line is for Recorder's Use

☐ Computed on the consideration or value of property conveyed; OR

☐ Computed on the consideration or value less liens or encumbrances
remaining at time of sale.

"Record without fee subject to Gov't Code 6103
Recordation required to complete chain of title and is
exempt from payment of documentary tax in
accordance with R&T Code 11922"

**NON EXCLUSIVE INGRESS/EGRESS AND MAINTENANCE
EASEMENT**

Assessor's Parcel No: 469-070-006

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **Emily Ann Baldwin and Matthew Blair Baldwin, wife and husband as joint tenants, ("Grantor")** hereby grants to the, **City of Roseville, a Municipal Corporation ("Grantee")** a non-exclusive easement for ingress/egress and maintenance purposes in, on, under, over, along and across that certain real property in the City of Roseville, County of Placer, State of California, described in Exhibit A and shown on and delineated on Exhibit B, both of which are attached hereto and by this reference made a part hereof.

Reserving unto the Grantor herein, their successors or assigns a non-exclusive easement for ingress and egress over that portion of the land described in Exhibit A and shown on and delineated on Exhibit B.

Said easement is reserved for the benefit of and is appurtenant to lots 633-638 inclusive and lots 641 through 653 inclusive, of said Sierra Gardens Unit No. 14.

Also reserving unto the Grantor herein, their successors or assigns, a non-exclusive easement in gross for ingress and egress over that portion of the land described in Exhibit A and shown on and delineated on Exhibit B, together with the right to grant and convey said easement to such persons or entities as Grantor herein may desire, without regard to number.

Grantor hereby acknowledges that the Grantee's maintenance responsibilities is reserved only for the maintenance of City-owned facilities.

FOR: APN 469-070-006
1301 Mallard Ln, Roseville, CA 95661

Dated: _____

Emily Ann Baldwin and Matthew Blair Baldwin,
wife and husband as joint tenants

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

EXHIBIT "A"
INGRESS/EGRESS/MAINTENANCE EASEMENT
LEGAL DESCRIPTION

A portion of that real property situate in the City of Roseville, County of Placer, State of California, in Section 7, Township 10 North, Range 7 East, Mount Diablo Meridian, being Lot 650 of that certain plat entitled "Sierra Gardens Unit No. 14" as shown on the map filed in Book K of Maps, at Page 33, Placer County Records, also being the lands of Emily Ann Baldwin and Matthew Blair Baldwin as said lands are described in that certain document recorded January 25, 2018 as Document No. 2018-0004710, Official Records, Placer County Records, said real property being described as follows:

BEGINNING at a point in the southerly line of said lot, from which point the southeasterly corner of said lot bears North $64^{\circ}40'50''$ East 427.16 feet, said point being the beginning of a non-tangent curve, concave northeasterly, having a radius of 91.50 feet, to which beginning a radial line bears South $56^{\circ}14'05''$ West; thence northerly along said curve, through a central angle of $09^{\circ}51'47''$, an arc distance of 15.75 feet (said curve being subtended by a chord which bears North $28^{\circ}50'02''$ West 15.73 feet); thence North $23^{\circ}54'08''$ West 76.65 feet to the beginning of a curve, concave easterly, having a radius of 101.50 feet; thence northerly along said curve, through a central angle of $40^{\circ}22'15''$, an arc distance of 71.52 feet (said curve being subtended by a chord which bears North $03^{\circ}43'01''$ West 70.05 feet) to a point on the northerly line of said lot, from which point the most northerly corner of said lot bears North $76^{\circ}09'32''$ East 416.27 feet; thence along said northerly line North $76^{\circ}09'32''$ East 17.92 feet to a point thereon, said point being the beginning of a non-tangent curve, concave easterly, having a radius of 86.50 feet, to which beginning a radial line bears North $67^{\circ}31'43''$ West; thence southerly along said curve, through a central angle of $46^{\circ}22'25''$, an arc distance of 70.01 feet (said curve being subtended by a chord which bears South $00^{\circ}42'56''$ East 68.12 feet); thence South $23^{\circ}54'08''$ East 76.65 feet to the beginning of a curve, concave northeasterly, having a radius of 76.50 feet; thence southerly along said curve, through a central angle of $11^{\circ}32'06''$, an arc distance of 15.40 feet (said curve being subtended by a chord which bears South $29^{\circ}40'12''$ East 15.38 feet) to a point on said southerly line; thence along said southerly line South $64^{\circ}40'50''$ West 15.20 feet to the **POINT OF BEGINNING**.

Containing 2,444 square feet, more or less.

The bearings and distances used in the above description are based on the California Coordinate System of 1983, CCS83, Zone 2 (2010.00 Epoch). Multiply grid distances shown by 1.00006881 to obtain ground level distances.

The above-described real property is identified as "Ingress/Egress/Maintenance Easement" on the plat labeled "Exhibit B" attached hereto and made a part hereof.

End of Description



EXHIBIT "B"

MALLARD LANE

NOTES:

- 1) THE BEARINGS AND DISTANCES SHOWN HEREON ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983 (CCS83), ZONE 2 (2010.00 EPOCH). MULTIPLY GRID DISTANCES SHOWN BY 1.00006881 TO OBTAIN GROUND LEVEL DISTANCES.
- 2) ALL RECORD REFERENCES ARE PLACER COUNTY RECORDS.
- 3) TITLE REPORT USED: PLACER TITLE COMPANY. ORDER NO. P-512267 DATED AUGUST 18, 2021.
- 4) EASEMENTS SHOWN HAVE BEEN LIMITED TO THOSE THAT ENCUMBER THE ACQUISITION AREA SHOWN.

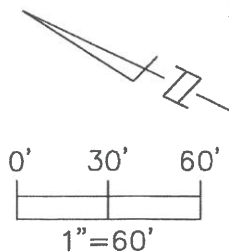
LEGEND

- o Dimension Point
- Sq. Ft. Square feet
- O.R. Official Records
- P.O.B. Point of Beginning
- (R) Radial
- Existing Road R/W Line
- Property Line
- Existing Easement Line
-  Ingress/Egress/Maintenance Easement



**INGRESS/EGRESS/
MAINTENANCE EASEMENT
AREA = 2,444 Sq. Ft. ±**

INGRESS EGRESS EASEMENT
1849 O.R. 159
10' WIDE SEWER EASEMENT
2825 O.R. 676



APN 469-070-005
BENJAMIN HAUGEN
LOT 649

1301 MALLARD LANE
APN 469-070-006
EMILY ANN BALDWIN
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APN 469-070-007
JOEY STETSON
LOT 651

N76°09'32"E 17.92'
R=101.50' Δ=40°22'15"
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Chd=N03°43'01"W 70.05'

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68.12'

R=76.50'
Δ=11°32'06"
L=15.40'
Chd=S29°40'12"E
15.38'

P.O.B.
S56°14'05"W(R)

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LINDA CREEK
APN 469-070-001
CITY OF ROSEVILLE

EMILY ANN BALDWIN & MATTHEW BLAIR BALDWIN
APN: 469-070-006

CITY OF ROSEVILLE

COUNTY OF PLACER

STATE OF CALIFORNIA

DATE: 12/19/2022

SCALE: 1" = 60'

DRWN. BY: TRS CHK. BY: JAL

SHEET 1 OF 1

P S O M A S

1075 Creekside Ridge Drive, Suite 200
Roseville, CA 95678
(916) 788-8122 (916) 788-0600 (FAX)

Plotted: Dec/19/2022 5:17 PM | By: Tim.schooss
DWG: P:\6ROS013800\SURVEY\LEGALS\APN 469-070-006\Exhibits\APN469-070-006_Access.dwg

ACKNOWLEDGMENT

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

State of California)
) ss
County of _____)

On _____ before me, _____, Notary Public
(Date) (Name of Notary)

personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(Notary Signature)

RESOLUTION NO. 23-031

APPROVING AN AGREEMENT FOR ACQUISITION OF REAL PROPERTY AND
ESCROW INSTRUCTIONS, BY AND BETWEEN THE CITY OF ROSEVILLE AND
BENJAMIN HAUGEN AND MELISSA HAUGEN, AND AUTHORIZING THE CITY
MANAGER TO EXECUTE IT AND ALL RELATED ESCROW DOCUMENTS ON BEHALF
OF THE CITY OF ROSEVILLE

WHEREAS, an agreement for acquisition of real property and escrow instructions for the purchase of a portion of the property located at 1303 Mallard Lane (APN No. 469-070-005) in Roseville, CA, by and between the City of Roseville and Benjamin Haugen and Melissa Haugen, 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 and all related escrow documents on behalf of the City of Roseville; and

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 2023, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

PARCEL NO.: 469-070-005
TITLE REPORT NO.: P-512264
PROJECT: ROSEVILLE DRY CREEK GREENWAY EAST PROJECT

**AGREEMENT FOR ACQUISITION OF REAL PROPERTY
(ESCROW INSTRUCTIONS)**

THIS AGREEMENT is entered into this _____ day of _____, 2022 by and between the CITY OF ROSEVILLE, a Municipal Corporation (hereinafter called "Buyer"), and Benjamin Haugen and Melissa Haugen, husband and wife as joint tenants, (hereinafter called "Seller") for acquisition by Buyer of one Partial Property Acquisition in fee and one Ingress/Egress and Maintenance Easement over real property hereinafter set forth.

IT IS HEREBY MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. **AGREEMENT TO SELL AND PURCHASE.** Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, upon the terms and for the consideration set forth in this agreement, the following interest(s) in property, all situated in the City of Roseville, County of Placer, State of California:

- A. Partial Property Acquisition in fee (Attached as Attachment 1); and
- B. Non-Exclusive Ingress/Egress and Maintenance Easement (Attached as Attachment 2)

The legal description of each interest is identified in the referenced attachment(s), which are hereby incorporated by reference.

2. **PURCHASE PRICE.** The total purchase price, payable in cash through escrow, shall be the sum of:

THRITY SIX THOUSAND THREE HUNDRED AND 00/100 DOLLARS
(\$36,300.00)

The total purchase price includes: acquisition value of the property interests identified in Section 1.

3. **CONVEYANCE OF TITLE.** Seller agrees to convey the fee interest by Grant Deed and the easement by Easement Deed. Seller agrees to convey to Buyer marketable fee title and easements free and clear of all recorded and unrecorded liens, encumbrances, assessments, easements, leases, and taxes EXCEPT:

- A. All taxes for the current fiscal year prorated as per Section 6 hereinafter.
- B. Quasi-public utility, public alley, public street easements, and rights of way of record.
- C. Preliminary Title Report to be provided by Placer Title Company and approved in Escrow.

4. **POSSESSION.** It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this contract, the right of possession and use of the subject property by Buyer, including the right to remove and dispose of improvements, shall commence on the date the amount of funds as specified in Section 2 herein are deposited into the escrow controlling this transaction. The amount

shown in Section 2 herein includes, but is not limited to, full payment for such possession and use, including damages, if any, from said date.

5. TITLE INSURANCE POLICY. Escrow Agent shall, following recording of deeds to Buyer, provide Buyer with CLTA Standard Coverage Policy of Title Insurance in the amount of \$36,300.00 issued by Placer Title Company showing the title to the property vested in Buyer, subject only to the exceptions set forth in Section 3 and the printed exceptions and stipulations in said policy. Buyer agrees to pay the premium charged therefore.

6. ESCROW. Buyer agrees to open an escrow in accordance with this Agreement at Placer Title Company, 1508 Eureka Road, Suite 150 Roseville, CA 95661 (916) 782-3711. This Agreement constitutes the joint escrow instructions of Buyer and Seller, and Escrow Agent (Tracy Murphy) to whom these instructions are delivered is hereby empowered to act under this Agreement. The parties hereto agree to do all acts necessary to close this escrow in the shortest possible time.

Seller agrees to deposit with Escrow Agent prior to the Close of Escrow original, fully executed and acknowledged deeds prepared by Escrow Agent and any other customary agreements, consents, or documents reasonably necessary to effectuate the purchase of the subject property. Buyer agrees to deposit the purchase price and **certificate of acceptance** upon demand of Escrow Agent.

Insurance policies for fire or casualty are not to be transferred, and Seller will cancel its own policies after close of escrow.

All funds received in this escrow shall be deposited with other escrow funds in a general escrow account(s) and may be transferred to any other such escrow trust account in any State or National Bank doing business in the State of California. All disbursements shall be made either by check or wire transfer from such account.

ESCROW AGENT IS AUTHORIZED AND IS INSTRUCTED TO COMPLY WITH THE FOLLOWING TAX ADJUSTMENT PROCEDURE:

- A. Pay and charge Seller for any unpaid delinquent taxes and/or penalties and interest thereon, and for any delinquent or non-delinquent assessments or bonds against the property;
- B. In the event this escrow closes between July 1 and November 1, and current tax information is not available from title insurer, Escrow Agent is instructed to withhold from Seller's proceeds an amount equal to 120% of the prorated amount due based upon the previous fiscal year's second half tax bill. At such time that the tax information is available, Escrow Agent shall make a check payable to the County Tax Collector for Seller's prorated portion of taxes and forward the same to the Buyer and shall refund any difference to the Seller. In the event the amount withheld is not sufficient to pay Seller's prorated portion of taxes due, the Seller herein agrees to immediately pay the difference;

In the event said tax information is available, Seller's taxes shall be prorated in accordance with Paragraph "C" below.

- C. From the date that tax information is available, as per Paragraph "B" hereinabove, up to and including June 30th, Seller's current taxes, if unpaid, shall be prorated to date of close of escrow on the basis of a 365 day year in accordance with Tax Collector's proration requirements, together with penalties and interest, if said current taxes are unpaid after December 10 and/or April 10. At close of escrow, a check payable to the County Tax Collector for Seller's prorata portion of taxes shall be forwarded to Buyer with closing statement;
- D. Any taxes which have been paid by Seller, prior to opening of this escrow, shall not be prorated between Buyer and Seller, but Seller shall have the sole right, after close of escrow, to apply to the County Tax Collector of said county for a refund. This refund would apply to the period after Buyer's acquisition, pursuant to Revenue and Taxation Code Section 5096.7.

ESCROW AGENT IS AUTHORIZED TO, AND SHALL:

- E. Pay and charge Seller, upon Seller's written approval, for any amount necessary to place title in the condition necessary to satisfy Section 3 of this Agreement, excluding any penalty for prepayment to any lienholder in compliance with Section 1265.240 of the Code of Civil Procedure ("Eminent Domain Law");
- F. Pay and charge Buyer for any escrow fees, charges, and costs payable under Section 6 of this Agreement;
- G. Disburse funds and deliver deeds when conditions of this escrow have been fulfilled by Buyer and Seller.

The term "close of escrow", if and where written in these instructions, shall mean the date that all necessary instruments of conveyance are recorded in the office of the County Recorder. Recordation of instruments delivered through this escrow is authorized if necessary or proper in the issuance of said policy of title insurance.

All time limits within which any matter herein specified is to be performed may be extended by mutual agreement of the parties hereto. Any amendment of, or supplement to, any instructions must be in writing.

TIME IS OF THE ESSENCE IN THESE INSTRUCTIONS AND ESCROW IS TO CLOSE AS SOON AS POSSIBLE. The parties hereto agree to perform all acts reasonably necessary to close this escrow within one hundred twenty (120) days following the opening of escrow.

Responsibility for Escrow Agent under this Agreement is expressly limited to Sections 1, 2, 3, 4, 5, 6, 7, 10, 11, 12, and 18 and to its liability under any policy of title insurance issued in regard to this transaction.

7. ESCROW FEES, CHARGES AND COSTS. Buyer agrees to pay all Buyer's and Seller's usual fees, charges, and costs which arise in this escrow.

8. FENCING. During construction, Buyer agrees that if any damage occurs to, or relocation is required of the fence located on the property that is due to the ongoing construction, the Buyer will restore the fence to its original condition, or relocate the fence as necessary.
9. RENTAL AND OCCUPANCY BY SELLER. Seller warrants that there are no oral or written leases on all or any portion of property.
10. PERMISSION TO ENTER ON PREMISES. Seller hereby grants to Buyer, or its authorized agents, permission to enter upon the Property at all reasonable times prior to close of escrow for the purpose of making necessary or appropriate inspections. It is understood that Buyer and its contractors will indemnify Seller and hold them harmless from any and all liability for bodily injury, death and property damage arising out of or in any way connected with such inspections, and reimburse Seller for all costs, expenses and loss, including attorney's fees, incurred by them in consequence of any claims, demands and causes of action which may be made or brought against them arising out of such inspections. Buyer shall provide the Seller a forty-eight (48) written notice before entering the property. However, Buyer shall have no obligation to indemnify Seller for any loss, liability, or damage caused by the negligence of the Seller, or any of Seller's employees, agents, or authorized users, including, but not limited to, tenants, invitees or permittees.
11. COUNTERPARTS. This Agreement may be executed in counterparts, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original, and all such counterparts together shall constitute one and the same instrument.
12. CLOSING STATEMENT. Seller instructs Escrow Agent to release a copy of Seller's statement to Buyer, whose address is 311 Vernon St, Roseville, CA 95678; purpose being to ascertain if any reimbursements are due Seller.
13. LOSS OR DAMAGE TO IMPROVEMENTS. Loss or damage to the real property or any improvements thereon, by fire or other casualty, occurring prior to the recordation of the deeds shall be at the risk of Seller. In the event that loss or damage to the real property or any improvements thereon, by fire or other casualty, occurs prior to the recordation of the deeds, Buyer may elect to require that the Seller pay to Buyer the proceeds of any insurance which may become payable to Seller by reason thereof, or to permit such proceeds to be used for the restoration of the damage done, or to reduce the total price by an amount equal to the diminution in value of said property by reason of such loss or damage or the amount of insurance payable to Seller, whichever is greater.
14. EMINENT DOMAIN DISMISSAL. Seller and Buyer acknowledge that this transaction is a negotiated settlement in lieu of condemnation, and Seller hereby agrees and consents to the dismissal or abandonment of any eminent domain action in the Superior Court of the State of California in and for the County of Placer, wherein the herein described property is included and also waives any and all claims to any money on deposit in said action and further waives all attorney's fees, costs, disbursements, and expenses incurred in connection therewith. If, prior to the close of the execution of this transaction, Seller is served with a Summons and Complaint in Eminent Domain in which Seller is a named defendant, upon the closing of this transaction, Seller agrees and consents to Buyer taking a Default in said action.
15. WARRANTIES, REPRESENTATIONS, AND COVENANTS OF SELLER. Seller hereby warrants, represents, and/or covenants to Buyer that:

- A. To the best of Seller's knowledge, there are no actions, suits, material claims, legal proceedings, or any other proceedings affecting the property or any portion thereof, at law, or in equity before any court or governmental agency, domestic or foreign.
- B. To the best of Seller's knowledge, there are no encroachments onto the property by improvements on any adjoining property, nor do any buildings or improvements encroach on other properties.
- C. Until the closing, Seller shall maintain the property in good condition and state of repair and maintenance, and shall perform all of its obligations under any service contracts or other contracts affecting the property.
- D. Until the closing, Seller shall not do anything which would impair Seller's title to any of the property.
- E. To the best of Seller's knowledge, neither the execution of this Agreement nor the performance of the obligations herein will conflict with, or breach any of the provisions of any bond, note, evidence of indebtedness, contract, lease, or other agreement or instrument to which Seller's property may be bound.
- F. Until the closing, Seller shall, upon learning of any fact or condition which would cause any of the warranties and representations in this Section 14 (Warranties, Representations, and Covenants of Seller) not to be true as of closing, immediately give written notice of such fact or condition to Buyer.

16. HAZARDOUS WASTE. Neither Seller nor, to the best of Seller's knowledge, any previous owner, tenant, occupant, or user of the Property used, generated, released, discharged, stored, or disposed of any hazardous waste, toxic substances, or related materials ("Hazardous Materials") on, under, in, or about the Property, or transported any Hazardous Materials to or from the Property. Seller shall not cause or permit the presence, use, generation, release, discharge, storage, or disposal of any Hazardous Materials on, under, in, or about, or the transportation of any Hazardous Materials to or from, the Property. The term "Hazardous Material" shall mean any substance, material, or waste which is or becomes regulated by any local governmental authority, the State of California, or the United States Government, including, but not limited to, any material or substance which is (i) defined as a "hazardous waste", "extremely hazardous waste", or "restricted hazardous waste" under Section 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law), (ii) defined as "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act), (iii) defined as a "hazardous material", "hazardous substance", or "hazardous waste" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory), (iv) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances), (v) petroleum, (vi) asbestos, (vii) polychlorinated biphenyls, (viii) listed under Article 9 or defined as "hazardous" or "extremely hazardous" pursuant to Article 11 of Title 22 of the California Administrative Code, Division 4, Chapter 20, (ix) designated as a "hazardous substances" pursuant to Section 311 of the Clean Water Act, (33

U.S.C. S1317), (x) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. S6901 et seq. (42 U.S.C. S6903) or (xi) defined as a "hazardous substances" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, as amended by Liability Act, 42. U.S.C. S9601 et seq. (42 U.S.C. S9601).

17. COMPLIANCE WITH ENVIRONMENTAL LAWS. To the best of Seller's knowledge the Property complies with all applicable laws and governmental regulations including, without limitation, all applicable federal, state, and local laws pertaining to air and water quality, hazardous waste, waste disposal, and other environmental matters, including, but not limited to, the Clean Water, Clean Air, Federal Water Pollution Control, Solid Waste Disposal, Resource Conservation Recovery and Comprehensive Environmental Response Compensation and Liability Acts, and the California Environment Quality Act, and the rules, regulations, and ordinances of the city within which the subject property is located, the California Department of Health Services, the Regional Water Quality Control Board, the State Water Resources Control Board, the Environmental Protection Agency, and all applicable federal, state, and local agencies and bureaus.

18. INDEMNITY. Seller agrees to indemnify, defend and hold Buyer harmless from and against any claim, action, suit, proceeding, loss, cost, damage, liability, deficiency, fine, penalty, punitive damage, or expense (including, without limitation, attorneys' fees), resulting from, arising out of, or based upon (i) the presence, release, use, generation, discharge, storage, or disposal of any Hazardous Material on, under, in or about, or the transportation of any such materials to or from, the Property, or (ii) the violation, or alleged violation, of any statute, ordinance, order, rule, regulation, permit, judgment, or license relating to the use, generation, release, discharge, storage, disposal, or transportation of Hazardous Materials on, under, in, or about, to or from, the Property. This indemnity shall include, without limitation, any damage, liability, fine, penalty, punitive damage, cost, or expense arising from or out of any claim, action, suit or proceeding for personal injury (including sickness, disease, or death, tangible or intangible property damage, compensation for lost wages, business income, profits or other economic loss, damage to the natural resource or the environment, nuisance, pollution, contamination, leak, spill, release, or other adverse effect on the environment). This indemnity extends only to liability created prior to or up to the date this escrow shall close. Seller shall not be responsible for acts or omissions to act post close of this escrow.

19. CONTINGENCY. It is understood and agreed between the parties hereto that the completion of this transaction, and the escrow created hereby, is contingent upon the specific acceptance and approval from the Buyer herein.

20. WAIVER OF CLAIMS. Seller acknowledges that the acquisition of the property by Buyer is for a public purpose, and therefore, the property is otherwise subject to taking by the power of eminent domain. Seller acknowledges that this transaction is a negotiated settlement in lieu of condemnation and agrees that the purchase price to be paid herein shall constitute full and fair compensation and consideration for any and all claims that Seller may have against Buyer by reason of the acquisition, improvement, possession, use and/or occupancy of the property, and Seller hereby waives any and all claims, including, but not limited to, claims for attorney's fees, pre-condemnation damages, severance damages, business goodwill, relocation assistance, or any other claim.

21. GENERAL PROVISIONS. The terms and conditions, covenants, and agreements set forth herein shall apply to and bind the heirs, executors, administrators, assigns and successors of the parties

hereto.

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

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.

This Agreement contains the entire agreement between both parties, neither party relies upon any warranty or representation not contained in this Agreement.

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 Seller has caused this Agreement to be executed.

BUYER

CITY OF ROSEVILLE, a
Municipal Corporation

BY: _____

NAME: _____

TITLE: _____

MAILING ADDRESS OF BUYER

311 Vernon Street
Roseville, CA 95678

MAILING ADDRESS OF SELLER

1303 Mallard Lane
Roseville, CA 95661

ATTEST:

BY: _____

City Clerk

APPROVED AS TO FORM:

BY: _____

City Attorney

APPROVED AS TO SUBSTANCE:

BY: _____

Public Works Director

SELLER

Benjamin Haugen and Melissa Haugen, husband
and wife as joint tenants

BY: Benjamin Haugen

NAME: Benjamin Haugen

TITLE: owner

BY: Melissa Haugen

NAME: Melissa Haugen

TITLE: owner

ATTACHMENT 1

Recorded at the Request of and:
When Recorded Return To:

City of Roseville
Attention: City Clerk
311 Vernon Street
Roseville, CA 95678

DOCUMENTARY TRANSFER TAX: \$ None

Space above this line is for Recorder's Use

☐ Computed on the consideration or value of property conveyed; OR

☐ Computed on the consideration or value less liens or encumbrances
remaining at time of sale.

"Record without fee subject to Gov't Code 6103
Recordation required to complete chain of title and is
exempt from payment of documentary tax in
accordance with R&T Code 11922"

GRANT DEED

Assessor's Parcel No: 469-070-005

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **Benjamin Haugen and Melissa Haugen, husband and wife as joint tenants, ("Grantor")** hereby grants to the **City of Roseville, a Municipal Corporation ("Grantee")** all that real property together with the right title and interest in the City of Roseville, County of Placer, State of California, described in Exhibit A and shown on and delineated on Exhibit B, both of which are attached hereto and by this reference made a part hereof.

Dated: _____

Benjamin Haugen and Melissa Haugen, husband
and wife as joint tenants

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

FOR: APN 469-070-005
1303 Mallard Ln, Roseville, CA 95661

EXHIBIT "A"
FEE ACQUISITION
LEGAL DESCRIPTION

A portion of that real property situate in the City of Roseville, County of Placer, State of California, in Section 7, Township 10 North, Range 7 East, Mount Diablo Meridian, being Lot 649 of that certain plat entitled "Sierra Gardens Unit No. 14" as shown on the map filed in Book K of Maps, at Page 33, Placer County Records, also being the lands of Benjamin Haugen and Melissa Haugen as said lands are described in that certain document recorded April 10, 2012 as Document No. 2012-0031311, Official Records, Placer County Records, said real property being described as follows:

BEGINNING at a point in the southerly line of said lot, from which point the southeasterly corner of said lot bears North 76°09'32" East 416.27 feet; thence from said point of beginning, along said southerly line South 76°09'32" West 36.90 feet to the southwesterly corner of said lot; thence along the westerly line of said lot the following two (2) courses:

- 1) North 34°25'46" East 98.93 feet;
- 2) North 07°27'54" East 59.42 feet to the northwesterly corner of said lot;

thence along the northerly line of said lot North 80°50'24" East 13.07 feet to a point thereon, from which point the northeasterly corner of said lot bears North 80°50'24" East 352.12 feet, said point also being the beginning of a non-tangent curve, concave westerly, having a radius of 268.50 feet, to which beginning a radial line bears South 86°49'35" East; thence southerly along said curve, through a central angle of 25°28'40", an arc distance of 119.39 feet (said curve being subtended by a chord which bears South 15°54'45" West 118.41 feet) to a point of reverse curvature, concave southeasterly, having a radius of 101.50 feet; thence southerly along said curve, through a central angle of 12°10'59", an arc distance of 21.58 feet (said curve being subtended by a chord which bears South 22°33'36" West 21.54 feet) to the **POINT OF BEGINNING**.

Containing 2,387 square feet, more or less.

The bearings and distances used in the above description are based on the California Coordinate System of 1983, CCS83, Zone 2 (2010.00 Epoch). Multiply grid distances shown by 1.00006881 to obtain ground level distances.

The above-described real property is identified as "Fee Acquisition Area" on the plat labeled "Exhibit B" attached hereto and made a part hereof.

End of Description



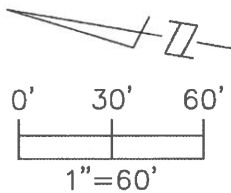
EXHIBIT "B"

NOTES:

- 1) THE BEARINGS AND DISTANCES SHOWN HEREON ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983 (CCS83), ZONE 2 (2010.00 EPOCH). MULTIPLY GRID DISTANCES SHOWN BY 1.00006881 TO OBTAIN GROUND LEVEL DISTANCES.
- 2) ALL RECORD REFERENCES ARE PLACER COUNTY RECORDS.
- 3) TITLE REPORT USED: PLACER TITLE COMPANY, ORDER NO. P-512264 DATED AUGUST 3, 2021.
- 4) EASEMENTS SHOWN HAVE BEEN LIMITED TO THOSE THAT ENCUMBER THE ACQUISITION AREA SHOWN.

LEGEND

- o Dimension Point
- Sq. Ft. Square feet
- O.R. Official Records
- P.O.B. Point of Beginning
- (R) Radial
- Existing Road R/W Line
- Property Line
- Existing Easement Line
-  Fee Acquisition Area



**FEE ACQUISITION
AREA = 2,387 Sq. Ft. ±**

S86°49'35"E(R)

N80°50'24"E
13.07'

NON-EXCLUSIVE
INGRESS EGRESS
EASEMENT DOC. No.
2002-0005183
(PARCEL TWO)

**LINDA CREEK
APN 469-070-001
CITY OF ROSEVILLE**

N80°50'24"E 352.12'(TIE)

**1303 MALLARD
LANE
APN 469-070-005
BENJAMIN
HAUGEN AND
MELISSA HAUGEN
DOC. No.
2012-0031311, O.R.
LOT 649
K MAPS 33**

N76°09'32"E 416.27'(TIE)

**APN 469-070-006
EMILY & MATTHEW
BALDWIN
LOT 650**

20' WIDE ROADWAY EASEMENT
862 O.R. 143

10' WIDE SEWER EASEMENT
856 O.R. 246 (PARCEL II)

SANITARY SEWER
EASEMENT
2825 O.R. 668

R=101.50'
Δ=12°10'59"
L=21.58'
Chd=S22°33'36"W
21.54'

P.O.B.

S76°09'32"W
36.90'

R=268.50'
Δ=25°28'40"
L=119.39'
Chd=S15°54'45"W
118.41'

59.42'
N07°27'54"E

N34°25'46"E

98.93'

**BENJAMIN HAUGEN AND MELISSA HAUGEN
APN: 469-070-005**

CITY OF ROSEVILLE

COUNTY OF PLACER

STATE OF CALIFORNIA

DATE: 12/19/2022

SCALE: 1" = 60'

DRWN. BY: TRS CHK. BY: JAL

SHEET 1 OF 1

PSOMAS

1075 Creekside Ridge Drive, Suite 200
Roseville, CA 95678
(916) 788-8122 (916) 788-0600 (FAX)

Plotted: Dec/19/2022 9:03 PM | By: Tim.schooss

DWG: P:\6805013800\SURVEY\LEGALS\APN 469-070-005\Exhibits\APN469-070-005_Fee.dwg

ACKNOWLEDGMENT

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

State of California)
) ss
County of _____)

On _____ before me, _____, Notary Public
(Date) (Name of Notary)
personally appeared _____ who proved to me on the basis
of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to
me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the
instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(Notary Signature)

ATTACHMENT 2

Recorded at the Request of and:
When Recorded Return To:

City of Roseville
Attention: City Clerk
311 Vernon Street
Roseville, CA 95678

DOCUMENTARY TRANSFER TAX: \$ None

Space above this line is for Recorder's Use

☐ Computed on the consideration or value of property conveyed; OR

☐ Computed on the consideration or value less liens or encumbrances
remaining at time of sale.

"Record without fee subject to Gov't Code 6103
Recordation required to complete chain of title and is
exempt from payment of documentary tax in
accordance with R&T Code 11922"

NON EXCLUSIVE INGRESS/EGRESS AND MAINTENANCE EASEMENT

Assessor's Parcel No: 469-070-005

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **Benjamin Haugen and Melissa Haugen, husband and wife as joint tenants, ("Grantor")** hereby grants to the, **City of Roseville, a Municipal Corporation ("Grantee")** a non-exclusive easement for ingress/egress and maintenance purposes in, on, under, over, along and across that certain real property in the City of Roseville, County of Placer, State of California, described in Exhibit A and shown on and delineated on Exhibit B, both of which are attached hereto and by this reference made a part hereof.

Reserving unto the Grantor herein, their successors or assigns a non-exclusive easement for ingress and egress over that portion of the land described in Exhibit A and shown on and delineated on Exhibit B.

Said easement is reserved for the benefit of and is appurtenant to lots 633-638 inclusive and lots 641 through 653 inclusive, of said Sierra Gardens Unit No. 14.

Also reserving unto the Grantor herein, their successors or assigns, a non-exclusive easement in gross for ingress and egress over that portion of the land described in Exhibit A and shown on and delineated on Exhibit B, together with the right to grant and convey said easement to such persons or entities as Grantor herein may desire, without regard to number.

Grantor hereby acknowledges that the Grantee's maintenance responsibilities is reserved only for the maintenance of City-owned facilities.

FOR: APN 469-070-005
1303 Mallard Ln, Roseville, CA 95661

Dated: _____

Benjamin Haugen and Melissa Haugen, husband
and wife as joint tenants

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

EXHIBIT "A"
INGRESS/EGRESS/MAINTENANCE EASEMENT
LEGAL DESCRIPTION

A portion of that real property situate in the City of Roseville, County of Placer, State of California, in Section 7, Township 10 North, Range 7 East, Mount Diablo Meridian, being Lot 649 of that certain plat entitled "Sierra Gardens Unit No. 14" as shown on the map filed in Book K of Maps, at Page 33, Placer County Records, also being the lands of Benjamin Haugen and Melissa Haugen as said lands are described in that certain document recorded April 10, 2012 as Document No. 2012-0031311, Official Records, Placer County Records, said real property being described as follows:

BEGINNING at a point in the southerly line of said lot, from which point the southeasterly corner of said lot bears North 76°09'32" East 416.27 feet, said point being the beginning of a non-tangent curve, concave southeasterly, having a radius of 101.50 feet, to which beginning a radial line bears North 73°31'53" West; thence northerly from said point of beginning, leaving said southerly line, along said curve, through a central angle of 12°10'59", an arc distance of 21.58 feet (said curve being subtended by a chord which bears North 22°33'36" East 21.54 feet) to a point of reverse curvature, concave westerly, having a radius of 268.50 feet; thence northerly along said curve, through a central angle of 25°28'40", an arc distance of 119.39 feet (said curve being subtended by a chord which bears North 15°54'45" East 118.41 feet) to a point on the northerly line of said lands, from which point the northeasterly corner of said lot bears North 80°50'24" East 352.12 feet; thence along said northerly line North 80°50'24" East 15.34 feet to a point thereon, said point being the beginning of a non-tangent curve, concave westerly, having a radius of 283.50 feet, to which beginning a radial line bears South 87°29'18" East; thence southerly along said curve, through a central angle of 26°08'24", an arc distance of 129.34 feet (said curve being subtended by a chord which bears South 15°34'54" West 128.22 feet) to a point of reverse curvature, concave southeasterly, having a radius of 86.50 feet; thence southerly along said curve, through a central angle of 06°10'49", an arc distance of 9.33 feet (said curve being subtended by a chord which bears South 25°33'41" West 9.33 feet) to a point on said southerly line; thence along said southerly line South 76°09'32" West 17.92 feet to the **POINT OF BEGINNING**.

Containing 2,098 square feet, more or less.

The bearings and distances used in the above description are based on the California Coordinate System of 1983, CCS83, Zone 2 (2010.00 Epoch). Multiply grid distances shown by 1.00006881 to obtain ground level distances.

The above-described real property is identified as "Ingress/Egress/Maintenance Easement" on the plat labeled "Exhibit B" attached hereto and made a part hereof.

End of Description



EXHIBIT "B"

MALLARD LANE

NOTES:

- 1) THE BEARINGS AND DISTANCES SHOWN HEREON ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983 (CCS83), ZONE 2 (2010.00 EPOCH). MULTIPLY GRID DISTANCES SHOWN BY 1.00006881 TO OBTAIN GROUND LEVEL DISTANCES.
- 2) ALL RECORD REFERENCES ARE PLACER COUNTY RECORDS.
- 3) TITLE REPORT USED: PLACER TITLE COMPANY. ORDER NO. P-512264 DATED AUGUST 3, 2021.
- 4) EASEMENTS SHOWN HAVE BEEN LIMITED TO THOSE THAT ENCUMBER THE ACQUISITION AREA SHOWN.

LEGEND

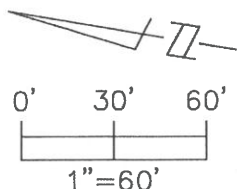
o	Dimension Point
Sq. Ft.	Square feet
O.R.	Official Records
P.O.B.	Point of Beginning
(R)	Radial
---	Existing Road R/W Line
---	Property Line
---	Existing Easement Line
	Ingress/Egress/Maintenance Easement

**APN 469-070-004
HOFFMAN FAMILY
REV. LIVING TRUST
LOT 648**

**1303 MALLARD
LANE
APN 469-070-005
BENJAMIN
HAUGEN AND
MELISSA HAUGEN
DOC. No.
2012-0031311, O.R.
LOT 649
K MAPS 33**

**APN 469-070-006
EMILY & MATTHEW
BALDWIN
LOT 650**

**INGRESS/EGRESS/
MAINTENANCE EASEMENT
AREA = 2,098 Sq. Ft. ±**



**NON-EXCLUSIVE
INGRESS EGRESS
EASEMENT DOC. No.
2002-0005183
(PARCEL TWO)**

**LINDA CREEK
APN 469-070-001
CITY OF ROSEVILLE**

R=268.50'
Δ=25°28'40"
L=119.39'
Chd=N15°54'45"E
118.41'

R=101.50'
Δ=12°10'59"
L=21.58'
Chd=N22°33'36"E
21.54'

**SANITARY SEWER
EASEMENT
2825 O.R. 668**

R=86.50'
Δ=6°10'49"
L=9.33'
Chd=S25°33'41"W
9.33'

P.O.B.

N73°31'53"W(R)

20' WIDE ROADWAY EASEMENT
862 O.R. 143

10' WIDE SEWER EASEMENT
856 O.R. 246 (PARCEL II)

**BENJAMIN HAUGEN AND MELISSA HAUGEN
APN: 469-070-005**

CITY OF ROSEVILLE

COUNTY OF PLACER

STATE OF CALIFORNIA

DATE: 12/19/2022

SCALE: 1" = 60'

DRWN. BY: TRS CHK. BY: JAL

SHEET 1 OF 1

Plotted: Dec/19/2022 8:58 PM | By: Tim.schooss
DWG: P:\6ROS013800\SURVEY\LEGALS\APN 469-070-005\Exhibits\APN469-070-005_Access.dwg

PSOMAS

1075 Creekside Ridge Drive, Suite 200
Roseville, CA 95678
(916) 788-8122 (916) 788-0800 (FAX)

ACKNOWLEDGMENT

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

State of California)
) ss
County of _____)

On _____ before me, _____, Notary Public
(Date) (Name of Notary)

personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(Notary Signature)

RESOLUTION NO. 23-032

APPROVING AN AGREEMENT FOR ACQUISITION OF REAL PROPERTY AND ESCROW INSTRUCTIONS, BY AND BETWEEN THE CITY OF ROSEVILLE AND JERRY LEE, ELISE LEE, LISA MARIE PRINCESS LEE, AND DEVRAE S. LEE, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT AND ALL RELATED ESCROW DOCUMENTS ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, an agreement for acquisition of real property and escrow instructions for the purchase of a portion of the property located at 700 Elisa Way (APN No. 471-010-010) in Roseville, CA, by and between the City of Roseville and Jerry Lee, Elise Lee, Lisa Marie Princess Lee, and DeVrae S. Lee, 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 and all related escrow documents on behalf of the City of Roseville; and

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 2023, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

PARCEL NO.: 471-010-010

TITLE REPORT NO.: P-504950

PROJECT: ROSEVILLE DRY CREEK GREENWAY EAST PROJECT

**AGREEMENT FOR ACQUISITION OF REAL PROPERTY
(ESCROW INSTRUCTIONS)**

THIS AGREEMENT is entered into this _____ day of _____, 2022 by and between the CITY OF ROSEVILLE, a Municipal Corporation (hereinafter called "Buyer"), and Jerry Lee, a single man; Elise Lee, a married woman as her sole and separate property as to a Life Estate; the remainder interest therein to Lisa Marie Princess Lee and DeVrae S. Lee, equally as their interests appear of record, (hereinafter called "Seller") for acquisition by Buyer of one Slope Easement and one Pedestrian and Bicycle Access Easement over real property hereinafter set forth.

IT IS HEREBY MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. **AGREEMENT TO SELL AND PURCHASE.** Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, upon the terms and for the consideration set forth in this agreement, the following interest(s) in property, all situated in the City of Roseville, County of Placer, State of California:

- A. Slope Easement (Attached as Attachment 1) and
- B. Pedestrian and Bicycle Access Easement (Attached as Attachment 2)

The legal description of each interest is identified in the referenced attachment(s), which are hereby incorporated by reference.

2. **PURCHASE PRICE.** The total purchase price, payable in cash through escrow, shall be the sum of:

EIGHTY-TWO THOUSAND SIX HUNDRED AND 00/100 DOLLARS

(\$82,600.00)

The total purchase price includes: acquisition value of the property interests identified in Section 1.

3. **CONVEYANCE OF TITLE.** Seller agrees to convey the easements by Easement Deeds. Seller agrees to convey to Buyer marketable easements free and clear of all recorded and unrecorded liens, encumbrances, assessments, easements, leases, and taxes EXCEPT:

- A. All taxes for the current fiscal year prorated as per Section 6 hereinafter.
- B. Quasi-public utility, public alley, public street easements, and rights of way of record.
- C. Preliminary Title Report to be provided by Placer Title Company and approved in Escrow.

4. **POSSESSION.** It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this contract, the right of possession and use of the subject property by Buyer, including the right to remove and dispose of improvements, shall commence on the date the amount of funds as specified in Section 2 herein are deposited into the escrow controlling this transaction. The amount

shown in Section 2 herein includes, but is not limited to, full payment for such possession and use, including damages, if any, from said date.

5. TITLE INSURANCE POLICY. Escrow Agent shall, following recording of deeds to Buyer, provide Buyer with CLTA Standard Coverage Policy of Title Insurance in the amount of \$82,600.00 issued by Placer Title Company showing the title to the property vested in Buyer, subject only to the exceptions set forth in Section 3 and the printed exceptions and stipulations in said policy. Buyer agrees to pay the premium charged therefore.

6. ESCROW. Buyer agrees to open an escrow in accordance with this Agreement at Placer Title Company, 1508 Eureka Road, Suite 150 Roseville, CA 95661 (916) 782-3711. This Agreement constitutes the joint escrow instructions of Buyer and Seller, and Escrow Agent (Tracy Murphy) to whom these instructions are delivered is hereby empowered to act under this Agreement. The parties hereto agree to do all acts necessary to close this escrow in the shortest possible time.

Seller agrees to deposit with Escrow Agent prior to the Close of Escrow original, fully executed and acknowledged deeds prepared by Escrow Agent and any other customary agreements, consents, or documents reasonably necessary to effectuate the purchase of the subject property. Buyer agrees to deposit the purchase price and certificate of acceptance upon demand of Escrow Agent.

Insurance policies for fire or casualty are not to be transferred, and Seller will cancel its own policies after close of escrow.

All funds received in this escrow shall be deposited with other escrow funds in a general escrow account(s) and may be transferred to any other such escrow trust account in any State or National Bank doing business in the State of California. All disbursements shall be made either by check or wire transfer from such account.

ESCROW AGENT IS AUTHORIZED AND IS INSTRUCTED TO COMPLY WITH THE FOLLOWING TAX ADJUSTMENT PROCEDURE:

- A. Pay and charge Seller for any unpaid delinquent taxes and/or penalties and interest thereon, and for any delinquent or non-delinquent assessments or bonds against the property;
- B. In the event this escrow closes between July 1 and November 1, and current tax information is not available from title insurer, Escrow Agent is instructed to withhold from Seller's proceeds an amount equal to 120% of the prorated amount due based upon the previous fiscal year's second half tax bill. At such time that the tax information is available, Escrow Agent shall make a check payable to the County Tax Collector for Seller's prorated portion of taxes and forward the same to the Buyer and shall refund any difference to the Seller. In the event the amount withheld is not sufficient to pay Seller's prorated portion of taxes due, the Seller herein agrees to immediately pay the difference; In the event said tax information is available, Seller's taxes shall be prorated in accordance with Paragraph "C" below.
- C. From the date that tax information is available, as per Paragraph "B" hereinabove, up to and including June 30th, Seller's current taxes, if unpaid, shall be prorated to date of close of escrow on the basis of a 365 day year in accordance with Tax Collector's proration requirements, together with penalties and interest, if said current taxes are unpaid after December 10 and/or April 10. At close of escrow, a check payable to the

County Tax Collector for Seller's prorata portion of taxes shall be forwarded to Buyer with closing statement;

- D. Any taxes which have been paid by Seller, prior to opening of this escrow, shall not be prorated between Buyer and Seller, but Seller shall have the sole right, after close of escrow, to apply to the County Tax Collector of said county for a refund. This refund would apply to the period after Buyer's acquisition, pursuant to Revenue and Taxation Code Section 5096.7.

ESCROW AGENT IS AUTHORIZED TO, AND SHALL:

- E. Pay and charge Seller, upon Seller's written approval, for any amount necessary to place title in the condition necessary to satisfy Section 3 of this Agreement, excluding any penalty for prepayment to any lienholder in compliance with Section 1265.240 of the Code of Civil Procedure ("Eminent Domain Law");
- F. Pay and charge Buyer for any escrow fees, charges, and costs payable under Section 6 of this Agreement;
- G. Disburse funds and deliver deeds when conditions of this escrow have been fulfilled by Buyer and Seller.

The term "close of escrow", if and where written in these instructions, shall mean the date that all necessary instruments of conveyance are recorded in the office of the County Recorder. Recordation of instruments delivered through this escrow is authorized if necessary or proper in the issuance of said policy of title insurance.

All time limits within which any matter herein specified is to be performed may be extended by mutual agreement of the parties hereto. Any amendment of, or supplement to, any instructions must be in writing.

TIME IS OF THE ESSENCE IN THESE INSTRUCTIONS AND ESCROW IS TO CLOSE AS SOON AS POSSIBLE. The parties hereto agree to perform all acts reasonably necessary to close this escrow within one hundred twenty (120) days following the opening of escrow.

Responsibility for Escrow Agent under this Agreement is expressly limited to Sections 1, 2, 3, 4, 5, 6, 7, 9, 10, 11, and 17 and to its liability under any policy of title insurance issued in regard to this transaction.

7. ESCROW FEES, CHARGES AND COSTS. Buyer agrees to pay all Buyer's and Seller's usual fees, charges, and costs which arise in this escrow.

8. RENTAL AND OCCUPANCY BY SELLER. Seller warrants that there are no oral or written leases on all or any portion of property.

9. PERMISSION TO ENTER ON PREMISES. Seller hereby grants to Buyer, or its authorized agents, permission to enter upon the Property at all reasonable times prior to close of escrow for the purpose of making necessary or appropriate inspections. It is understood that Buyer and its contractors

will indemnify Seller and hold them harmless from any and all liability for bodily injury, death and property damage arising out of or in any way connected with such inspections, and reimburse Seller for all costs, expenses and loss, including attorney's fees, incurred by them in consequence of any claims, demands and causes of action which may be made or brought against them arising out of such inspections. Buyer shall provide the Seller a forty-eight (48) hours written notice before entering the property. However, Buyer shall have no obligation to indemnify Seller for any loss, liability, or damage caused by the negligence of the Seller, or any of Seller's employees, agents, or authorized users, including, but not limited to, tenants, invitees or permittees.

10. COUNTERPARTS. This Agreement may be executed in counterparts, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original, and all such counterparts together shall constitute one and the same instrument.

11. CLOSING STATEMENT. Seller instructs Escrow Agent to release a copy of Seller's statement to Buyer, whose address is 311 Vernon St, Roseville, CA 95678; purpose being to ascertain if any reimbursements are due Seller.

12. LOSS OR DAMAGE TO IMPROVEMENTS. Loss or damage to the real property or any improvements thereon, by fire or other casualty, occurring prior to the recordation of the deeds shall be at the risk of Seller. In the event that loss or damage to the real property or any improvements thereon, by fire or other casualty, occurs prior to the recordation of the deeds, Buyer may elect to require that the Seller pay to Buyer the proceeds of any insurance which may become payable to Seller by reason thereof, or to permit such proceeds to be used for the restoration of the damage done, or to reduce the total price by an amount equal to the diminution in value of said property by reason of such loss or damage or the amount of insurance payable to Seller, whichever is greater.

13. EMINENT DOMAIN DISMISSAL. Seller and Buyer acknowledge that this transaction is a negotiated settlement in lieu of condemnation, and Seller hereby agrees and consents to the dismissal or abandonment of any eminent domain action in the Superior Court of the State of California in and for the County of Placer, wherein the herein described property is included and also waives any and all claims to any money on deposit in said action and further waives all attorney's fees, costs, disbursements, and expenses incurred in connection therewith. If, prior to the close of the execution of this transaction, Seller is served with a Summons and Complaint in Eminent Domain in which Seller is a named defendant, upon the closing of this transaction, Seller agrees and consents to Buyer taking a Default in said action.

14. WARRANTIES, REPRESENTATIONS, AND COVENANTS OF SELLER. Seller hereby warrants, represents, and/or covenants to Buyer that:

- A. To the best of Seller's knowledge, there are no actions, suits, material claims, legal proceedings, or any other proceedings affecting the property or any portion thereof, at law, or in equity before any court or governmental agency, domestic or foreign.
- B. To the best of Seller's knowledge, there are no encroachments onto the property by improvements on any adjoining property, nor do any buildings or improvements encroach on other properties.

- C. Until the closing, Seller shall maintain the property in good condition and state of repair and maintenance, and shall perform all of its obligations under any service contracts or other contracts affecting the property.
- D. Until the closing, Seller shall not do anything which would impair Seller's title to any of the property.
- E. To the best of Seller's knowledge, neither the execution of this Agreement nor the performance of the obligations herein will conflict with, or breach any of the provisions of any bond, note, evidence of indebtedness, contract, lease, or other agreement or instrument to which Seller's property may be bound.
- F. Until the closing, Seller shall, upon learning of any fact or condition which would cause any of the warranties and representations in this Section 14 (Warranties, Representations, and Covenants of Seller) not to be true as of closing, immediately give written notice of such fact or condition to Buyer.

15. **HAZARDOUS WASTE.** Neither Seller nor, to the best of Seller's knowledge, any previous owner, tenant, occupant, or user of the Property used, generated, released, discharged, stored, or disposed of any hazardous waste, toxic substances, or related materials ("Hazardous Materials") on, under, in, or about the Property, or transported any Hazardous Materials to or from the Property. Seller shall not cause or permit the presence, use, generation, release, discharge, storage, or disposal of any Hazardous Materials on, under, in, or about, or the transportation of any Hazardous Materials to or from, the Property. The term "Hazardous Material" shall mean any substance, material, or waste which is or becomes regulated by any local governmental authority, the State of California, or the United States Government, including, but not limited to, any material or substance which is (i) defined as a "hazardous waste", "extremely hazardous waste", or "restricted hazardous waste" under Section 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law), (ii) defined as "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act), (iii) defined as a "hazardous material", "hazardous substance", or "hazardous waste" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory), (iv) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances), (v) petroleum, (vi) asbestos, (vii) polychlorinated biphenyls, (viii) listed under Article 9 or defined as "hazardous" or "extremely hazardous" pursuant to Article 11 of Title 22 of the California Administrative Code, Division 4, Chapter 20, (ix) designated as a "hazardous substances" pursuant to Section 311 of the Clean Water Act, (33 U.S.C. S1317), (x) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. S6901 et seq. (42 U.S.C. S6903) or (xi) defined as a "hazardous substances" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, as amended by Liability Act, 42. U.S.C. S9601 et seq. (42 U.S.C. S9601).

16. **COMPLIANCE WITH ENVIRONMENTAL LAWS.** To the best of Seller's knowledge the Property complies with all applicable laws and governmental regulations including, without limitation, all applicable federal, state, and local laws pertaining to air and water quality, hazardous waste, waste disposal, and other environmental matters, including, but not limited to, the Clean Water, Clean Air,

Federal Water Pollution Control, Solid Waste Disposal, Resource Conservation Recovery and Comprehensive Environmental Response Compensation and Liability Acts, and the California Environment Quality Act, and the rules, regulations, and ordinances of the city within which the subject property is located, the California Department of Health Services, the Regional Water Quality Control Board, the State Water Resources Control Board, the Environmental Protection Agency, and all applicable federal, state, and local agencies and bureaus.

17. INDEMNITY. Seller agrees to indemnify, defend and hold Buyer harmless from and against any claim, action, suit, proceeding, loss, cost, damage, liability, deficiency, fine, penalty, punitive damage, or expense (including, without limitation, attorneys' fees), resulting from, arising out of, or based upon (i) the presence, release, use, generation, discharge, storage, or disposal of any Hazardous Material on, under, in or about, or the transportation of any such materials to or from, the Property, or (ii) the violation, or alleged violation, of any statute, ordinance, order, rule, regulation, permit, judgment, or license relating to the use, generation, release, discharge, storage, disposal, or transportation of Hazardous Materials on, under, in, or about, to or from, the Property. This indemnity shall include, without limitation, any damage, liability, fine, penalty, punitive damage, cost, or expense arising from or out of any claim, action, suit or proceeding for personal injury (including sickness, disease, or death, tangible or intangible property damage, compensation for lost wages, business income, profits or other economic loss, damage to the natural resource or the environment, nuisance, pollution, contamination, leak, spill, release, or other adverse effect on the environment). This indemnity extends only to liability created prior to or up to the date this escrow shall close. Seller shall not be responsible for acts or omissions to act post close of this escrow.

18. CONTINGENCY. It is understood and agreed between the parties hereto that the completion of this transaction, and the escrow created hereby, is contingent upon the specific acceptance and approval from the Buyer herein.

19. WAIVER OF CLAIMS. Seller acknowledges that the acquisition of the property by Buyer is for a public purpose, and therefore, the property is otherwise subject to taking by the power of eminent domain. Seller acknowledges that this transaction is a negotiated settlement in lieu of condemnation and agrees that the purchase price to be paid herein shall constitute full and fair compensation and consideration for any and all claims that Seller may have against Buyer by reason of the acquisition, improvement, possession, use and/or occupancy of the property, and Seller hereby waives any and all claims, including, but not limited to, claims for attorney's fees, pre-condemnation damages, severance damages, business goodwill, relocation assistance, or any other claim.

20. GENERAL PROVISIONS. The terms and conditions, covenants, and agreements set forth herein shall apply to and bind the heirs, executors, administrators, assigns and successors of the parties hereto.

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

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.

This Agreement contains the entire agreement between both parties, neither party relies upon any warranty or representation not contained in this Agreement.

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 Seller has caused this Agreement to be executed.

BUYER

CITY OF ROSEVILLE, a
Municipal Corporation

BY: _____

NAME: _____

TITLE: _____

MAILING ADDRESS OF BUYER

311 Vernon Street
Roseville, CA 95678

MAILING ADDRESS OF SELLER

1212 Stoney Point Way
Roseville, CA 95661

ATTEST:

BY: _____

City Clerk

APPROVED AS TO FORM:

BY: _____

City Attorney

APPROVED AS TO SUBSTANCE:

BY: _____

Public Works Director

SELLER

Jerry Lee, a single man; Elise Lee, a married woman as her sole and separate property as to a Life Estate; the remainder interest therein to Lisa Marie Princess Lee and DeVrae S. Lee, equally as their interests appear of record

BY: _____

NAME: LISA MARIE LEE

TITLE: _____

BY: Elise A. Viebrock

NAME: ELISE A. VIEBROCK

TITLE: _____

BY: _____

NAME: DEVRAE S. LEE

TITLE: _____

BY: _____

NAME: Jerry R Lee

TITLE: _____

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of CALIFORNIA }

County of Placer }

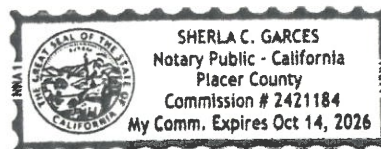
On 12/13/22 before me, Sherla C. Garces, NOTARY PUBLIC,
(Here insert name and title of the officer)

personally appeared Jerry R. Lee,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Sherla C. Garces
Notary Public Signature



(Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Agreement for Acquisition
(Title or description of attached document)

of Real Property
(Title or description of attached document continued)

Number of Pages _____ Document Date 12.13.22

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgements from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - Indicate title or type of attached document, number of pages and date.
 - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of CALIFORNIA }

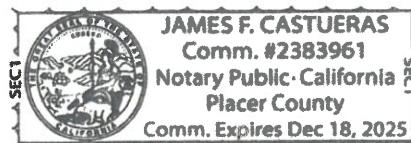
County of PLACER }

On DEC. 13, 2022 before me, JAMES F. CASTUERAS, NOTARY PUBLIC,
(Here insert name and title of the officer)

personally appeared DAURAE S. LEE,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



[Signature]
Notary Public Signature

(Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

AGREEMENT FOR ACQUISITION
(Title or description of attached document)

OF REAL PROPERTY
(Title or description of attached document continued)

Number of Pages _____ Document Date 12/13/22

CAPACITY CLAIMED BY THE SIGNER

- ☒ Individual (s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

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 - Indicate title or type of attached document, number of pages and date.
 - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

ATTACHMENT 1

Recorded at the Request of and:
When Recorded Return To:

City of Roseville
Attention: City Clerk
311 Vernon Street
Roseville, CA 95678

DOCUMENTARY TRANSFER TAX: \$ None

Space above this line is for Recorder's Use

☐ Computed on the consideration or value of property conveyed; OR

☐ Computed on the consideration or value less liens or encumbrances
remaining at time of sale.

"Record without fee subject to Gov't Code 6103
Recordation required to complete chain of title and is
exempt from payment of documentary tax in
accordance with R&T Code 11922"

SLOPE EASEMENT

Assessor's Parcel No: 471-010-010

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Jerry Lee, a single man; Elise Lee, a married woman as her sole and separate property as to a Life Estate; the remainder interest therein to Lisa Marie Princess Lee and DeVrae S. Lee, equally as their interests appear of record ("Grantor") hereby grants to the, City of Roseville, a Municipal Corporation ("Grantee") its successors and assigns an exclusive easement to construct, maintain, inspect, repair, reconstruct, replant, and use that certain real property in the City of Roseville, County of Placer, State of California, described in Exhibit A and shown on and delineated on Exhibit B, both of which are attached hereto and by this reference made a part hereof.

The use of said strip of land shall be for slope purposes in order to accommodate the change in grade along the perimeter of the property located off of Marlin Drive, together with the right to use adjacent portions of the larger parcel, as reasonably necessary, for the initial construction of said slope.

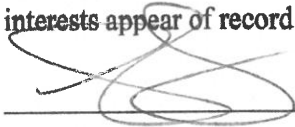
No other easement or easements shall be granted on, under or over said strip of land without previous written consent by Grantee, which consent shall not be unreasonably withheld. Grantee shall have the right to assign any portions, or all of the rights granted under the Slope Easement area. (No building, walls or other permanent structures of any kind, and no deep-rooted tree, deep rooted shrubs or other plants or vegetation shall be installed, constructed, erected, placed, planted or maintained in the Slope Easement area without prior written consent of Grantee. Grantee shall have the right to mark the location of the easement in a manner which will not interfere with property owner's reasonable and lawful use of the Slope Easement area.

New Security Fence - I will put IN

FOR: APN 471-010-010
700 Elisa Way, Roseville, CA 95661

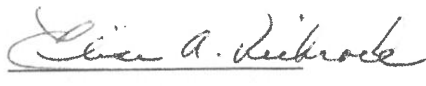
Dated: 12/12/2022

Jerry Lee, a single man; Elise Lee, a married woman as her sole and separate property as to a Life Estate; the remainder interest therein to Lisa Marie Princess Lee and DeVrae S. Lee, equally as their interests appear of record

By: 

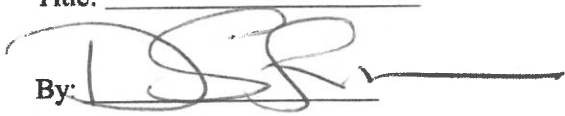
Name: LISA MARIE LEE

Title: _____

By: 

Name: ELISE A. VIEBROCK

Title: _____

By: 

Name: DEVRAE S. LEE

Title: _____

By: _____

Name: _____

Title: _____

EXHIBIT "A"
SLOPE EASEMENT
LEGAL DESCRIPTION

A portion of that real property situate in the City of Roseville, County of Placer, State of California, in Section 11, Township 10 North, Range 6 East, Mount Diablo Meridian, being the lands of Jerry Lee, as said lands are described in that certain document recorded April 26, 1976 in Volume 1720, at Page 249, and Elise Lee, Lisa Marie Princess Lee and Devrae S. Lee, as said lands are described in that certain document recorded August 12, 1985 in Book 2849, at Page 197, both of Official Records, Placer County Records, said real property being described as follows:

BEGINNING at a point in the general southerly line of said lands, from which point the most easterly terminus of that certain course described in said deeds as having a bearing and distance of "South 89°23'10" West 400.00 feet", the bearing of said course being South 88°57'21" West for the purpose of this description, bears South 88°57'21" East 100.01 feet; thence leaving said general southerly line North 77°57'11" East 102.15 feet to a point on the easterly line of said lands; thence along said easterly line South 00°16'19" East 7.23 feet to a point thereon, said point also being the northerly corner of Parcel 1-A, as said parcel is described in that certain document recorded August 16, 1995 as Instrument No. 95-042317, Official Records, Placer County Records, said point being the beginning of a non-tangent curve, concave southerly, having a radius of 426.24 feet, to which beginning a radial line bears North 12°35'06" West; thence along the northerly line of said parcel, westerly along said curve, through a central angle of 06°28'03", an arc distance of 48.11 feet (said curve being subtended by a chord which bears South 74°10'52" West 48.09 feet) to the westerly corner of said parcel, said corner also being a point on said general southerly line; thence leaving said northwesterly line, along said general southerly line South 88°57'21" West 53.68 feet to the **POINT OF BEGINNING**.

Containing 669 square feet, more or less.

The bearings and distances used in the above description are based on the California Coordinate System of 1983, CCS83, Zone 2 (2010.00 Epoch). Multiply grid distances shown by 1.00006881 to obtain ground level distances.

The above-described real property is identified as "Slope Easement Area" on the plat labeled "Exhibit B" attached hereto and made a part hereof.

End of Description



EXHIBIT "B"

NOTES:

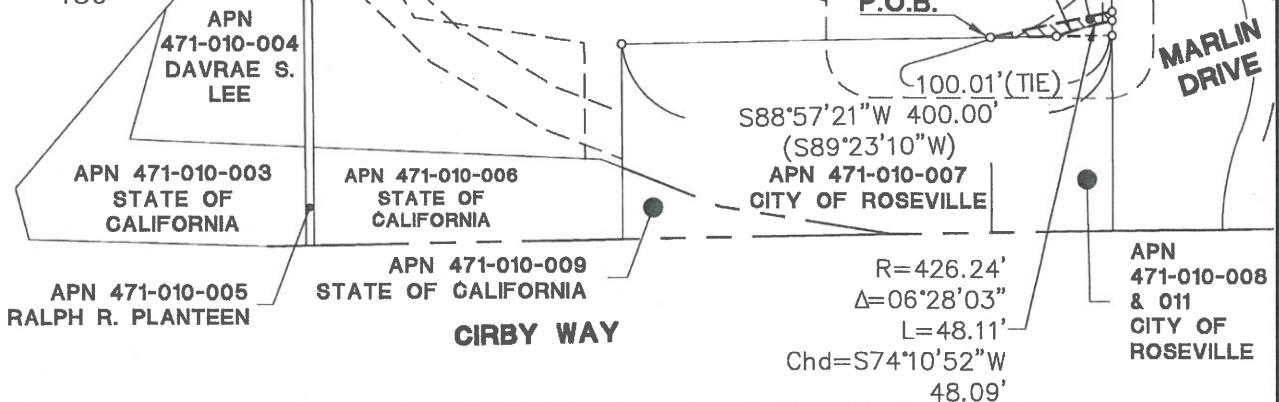
- 1) THE BEARINGS AND DISTANCES SHOWN HEREON ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983 (CCS83), ZONE 2 (2010.00 EPOCH). MULTIPLY GRID DISTANCES SHOWN BY 1.00006881 TO OBTAIN GROUND LEVEL DISTANCES.
- 2) ALL RECORD REFERENCES ARE PLACER COUNTY RECORDS.
- 3) TITLE REPORT USED: PLACER TITLE COMPANY. ORDER NO. P-504950 2nd AMENDED, DATED DECEMBER 15, 2022.
- 4) EASEMENTS SHOWN HAVE BEEN LIMITED TO THOSE THAT ENCUMBER THE ACQUISITION AREA SHOWN.

LEGEND

- () Record Bearing Per 1720 O.R. 249
 o Dimension Point
 Sq. Ft. Square feet
 O.R. Official Records
 P.O.B. Point of Beginning
 (R) Radial
 --- Existing Road R/W Line
 --- Property Line
 --- Existing Easement Line
 [Hatched Box] Slope Easement Area

EASEMENT FOR OPEN SPACE PRESERVATION, CONSERVATION AND PUBLIC ACCESS FOR RECREATIONAL USES, INCLUDING NATURE OBSERVATION, SCENIC VISTA ENJOYMENT, BICYCLING, STROLLING AND JOGGING IN FAVOR OF CITY OF ROSEVILLE PER 2332 O.R. 151 PER 2332 O.R. 163

0' 75' 150'
 1" = 150'



**JERRY LEE, ELISE LEE,
 LISA MARIE PRINCESS LEE, & DEVRAE S. LEE**
APN: 471-010-010

CITY OF ROSEVILLE

COUNTY OF PLACER

STATE OF CALIFORNIA

DATE: 12/21/2022

SCALE: 1" = 150'

DRWN. BY: TRS CHK. BY: JAL

SHEET 1 OF 2

Plotted: Dec/21/2022 11:52 AM | By: Tim.schooss
 DWG: P:\6R0S013800\SURVEY\LEGALS\APN 471-010-010\Exhibits\APN 471-010-010_Slope.dwg

PSOMAS

1075 Creekside Ridge Drive, Suite 200
 Roseville, CA 95678
 (916) 788-8122 (916) 788-0600 (FAX)



EXHIBIT "B"

DETAIL

N.T.S.

700 ELISA WAY
APN 471-010-010
JERRY LEE, ELISE LEE,
LISA MARIE PRINCESS LEE,
& DEVRAE S. LEE
DOC NO. 1720 O.R. 249
& 2849 O.R. 197

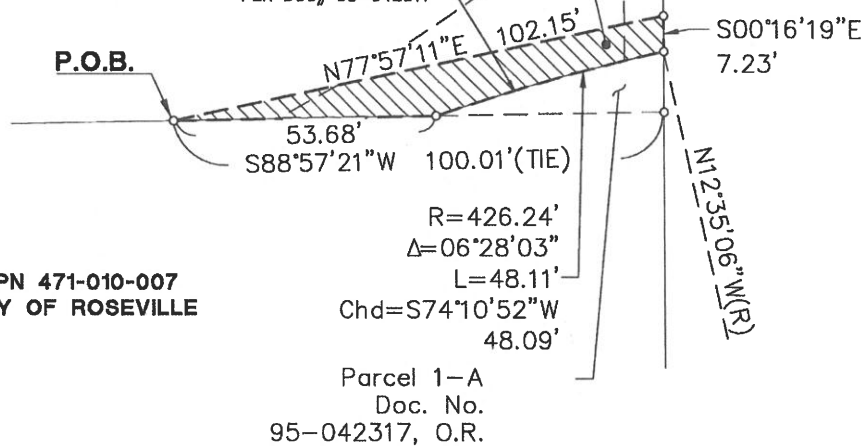
NON-EXCLUSIVE EASEMENT FOR WATER,
GAS AND UTILITIES RESERVED
BY WITSCHER PER 837 O.R. 544

SLOPE EASEMENT
AREA = 669 Sq. Ft. ±

PARCEL 1-B, EASEMENT FOR
INSTALLATION, MAINTENANCE AND
REPAIR OF A ROADWAY SLOPE
PER DOC# 95-042317

APN
471-180-037
CITY OF
ROSEVILLE

APN 471-010-007
CITY OF ROSEVILLE



LEGEND

()	Record Bearing Per 1720 O.R. 249
o	Dimension Point
Sq. Ft.	Square feet
O.R.	Official Records
P.O.B.	Point of Beginning
(R)	Radial
---	Existing Road R/W Line
---	Property Line
---	Existing Easement Line
	Slope Easement Area

**JERRY LEE, ELISE LEE,
LISA MARIE PRINCESS LEE, & DEVRAE S. LEE**
APN: 471-010-010

CITY OF ROSEVILLE

COUNTY OF PLACER

STATE OF CALIFORNIA

DATE: 12/21/2022

SCALE: N/A

DRWN. BY: TRS CHK. BY: JAL

SHEET 2 OF 2

Plotted: Dec/21/2022 11:52 AM | By: Tim.schooss

DWG: P:\6ROS013800\SURVEY\LEGALS\APN 471-010-010\Exhibits\APN 471-010-010_Slope.dwg

PSOMAS

1075 Creekside Ridge Drive, Suite 200
Roseville, CA 95678
(916) 788-8122 (916) 788-0600 (FAX)

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of CALIFORNIA }

County of PLACER }

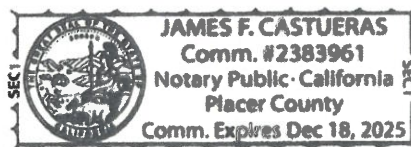
On DEC. 13, 2022 before me, JAMES F. CASTUERAS, NOTARY PUBLIC,
(Here insert name and title of the officer)

personally appeared DAVRAE S. LEE,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]
Notary Public Signature



(Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

SLOPE EASEMENT
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date 12/13/22

CAPACITY CLAIMED BY THE SIGNER

- ☒ Individual (s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgements from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - Indicate title or type of attached document, number of pages and date.
 - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

ACKNOWLEDGMENT

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

State of California)
County of Placer) ss

On 12/12/2022 before me, K Castueras, Notary Public
(Date) (Name of Notary)

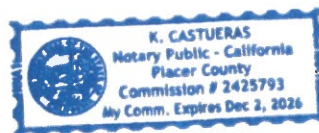
personally appeared Lisa Marie Lee and Elise A. Viebrock who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

K Castueras

(Notary Signature)



ATTACHMENT 2

Recorded at the Request of and:
When Recorded Return To:

**City of Roseville
Attention: City Clerk
311 Vernon Street
Roseville, CA 95678**

DOCUMENTARY TRANSFER TAX: \$ None

Space above this line is for Recorder's Use

 Computed on the consideration or value of property conveyed; OR

 Computed on the consideration or value less liens or encumbrances
remaining at time of sale.

"Record without fee subject to Gov't Code 6103
Recordation required to complete chain of title and is
exempt from payment of documentary tax in
accordance with R&T Code 11922"

PEDESTRIAN AND BICYCLE ACCESS EASEMENT

Assessor's Parcel No: 471-010-010

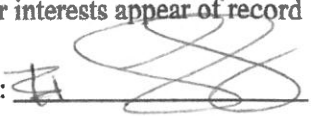
FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **Jerry Lee, a single man; Elise Lee, a married woman as her sole and separate property as to a Life Estate; the remainder interest therein to Lisa Marie Princess Lee and DeVrae S. Lee, equally as their interests appear of record ("Grantor")** hereby grants to the, **City of Roseville, a Municipal Corporation ("Grantee")** a permanent easement for open space preservation, conservation, and public access for recreational activities including but not limited to nature observation, scenic vista enjoyment, bicycling, walking, strolling, and jogging along with maintenance purposes in, on, under, over, along and across that portion real property in the City of Roseville, County of Placer, State of California, described in Exhibit A and shown on and delineated on Exhibit B, both of which are attached hereto and by this reference made a part hereof (the "Easement").

Grantee shall have the right in the Easement area to survey, lay, construct, install, maintain, repair, renew, replace, protect, inspect and increase or decrease the size of the electrical conduits. The Easement shall include all surface and subsurface appurtenances and facilities as reasonably necessary or required for the project including but not limited to conduit, fittings, metering equipment, conduit markers, electrical and fiber optic cable and protection equipment in, on, under, over, along and across that portion real property in the City of Roseville, County of Placer, State of California.

FOR: APN 471-010-010
700 Elisa Way, Roseville, CA 95661

Dated: 12/12/2022

Jerry Lee, a single man; Elise Lee, a married woman as her sole and separate property as to a Life Estate; the remainder interest therein to Lisa Marie Princess Lee and DeVrae S. Lee, equally as their interests appear of record

By: 

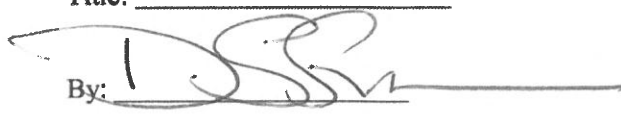
Name: LISA MARIE LEE

Title: _____

By: 

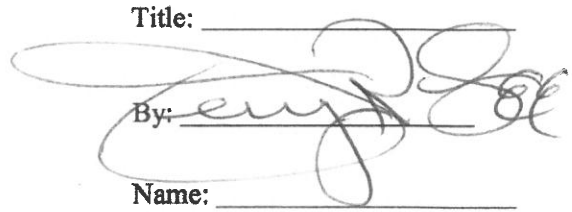
Name: ELISE A. VIEBROCK

Title: _____

By: 

Name: DEVRAE S. LEE

Title: _____

By: 

Name: _____

Title: _____

EXHIBIT "A"
PEDESTRIAN AND BICYCLE ACCESS EASEMENT
LEGAL DESCRIPTION

A portion of that real property situate in the City of Roseville, County of Placer, State of California, in Section 11, Township 10 North, Range 6 East, Mount Diablo Meridian, being the lands of Jerry Lee, as said lands are described in that certain document recorded April 26, 1976 in Volume 1720, at Page 249, and Elise Lee, Lisa Marie Princess Lee and Devrae S. Lee, as said lands are described in that certain document recorded August 12, 1985 in Book 2849, at Page 197, both of Official Records, Placer County Records, said real property being described as follows:

BEGINNING at an angle point in the general southerly line of said lands, said point being the westerly terminus of that certain course described in said deeds as having a bearing and distance of "South 89°23'10" West 400.00 feet", the bearing of said course being South 88°57'21" West for the purpose of this description; thence along said general southerly line South 00°14'49" East 63.46 feet to a point thereon; thence leaving last said line North 68°48'02" West 60.33 feet; thence North 58°58'14" West 114.99 feet; thence North 37°36'48" West 119.71 feet to the beginning of a curve, concave northeasterly, having a radius of 161.00 feet; thence northwesterly along said curve, through a central angle of 16°26'40", an arc distance of 46.21 feet (said curve being subtended by a chord which bears North 29°23'28" West 46.05 feet) to a point on the general northwesterly line of said lands; thence along last said line North 59°11'11" East 39.74 feet to a point thereon, said point being the beginning of a non-tangent curve, concave northeasterly, having a radius of 122.00 feet, to which beginning a radial line bears South 71°57'35" West; thence leaving last said line, southeasterly along said curve, through a central angle of 19°34'23", an arc distance of 41.68 feet (said curve being subtended by a chord which bears South 27°49'36" East 41.47 feet); thence South 37°36'48" East 99.47 feet to the beginning of a curve, concave northeasterly, having a radius of 75.00 feet; thence southeasterly along said curve, through a central angle of 34°38'37", an arc distance of 45.35 feet (said curve being subtended by a chord which bears South 54°56'06" East 44.66 feet); thence South 72°15'25" East 55.19 feet; thence North 17°44'35" East 27.36 feet; thence North 74°45'14" East 14.53 feet; thence South 81°27'00" East 60.63 feet; thence South 65°43'32" East 16.94 feet; thence South 01°02'39" East 27.96 feet to a point on said general southerly line; thence along last said line South 88°57'21" West 51.43 feet to the **POINT OF BEGINNING**.

Containing 17,314 square feet, more or less.

The bearings and distances used in the above description are based on the California Coordinate System of 1983, CCS83, Zone 2 (2010.00 Epoch). Multiply grid distances shown by 1.00006881 to obtain ground level distances.

The above-described real property is identified as "Pedestrian and Bicycle Access Easement Area" on the plat labeled "Exhibit B" attached hereto and made a part hereof.

End of Description



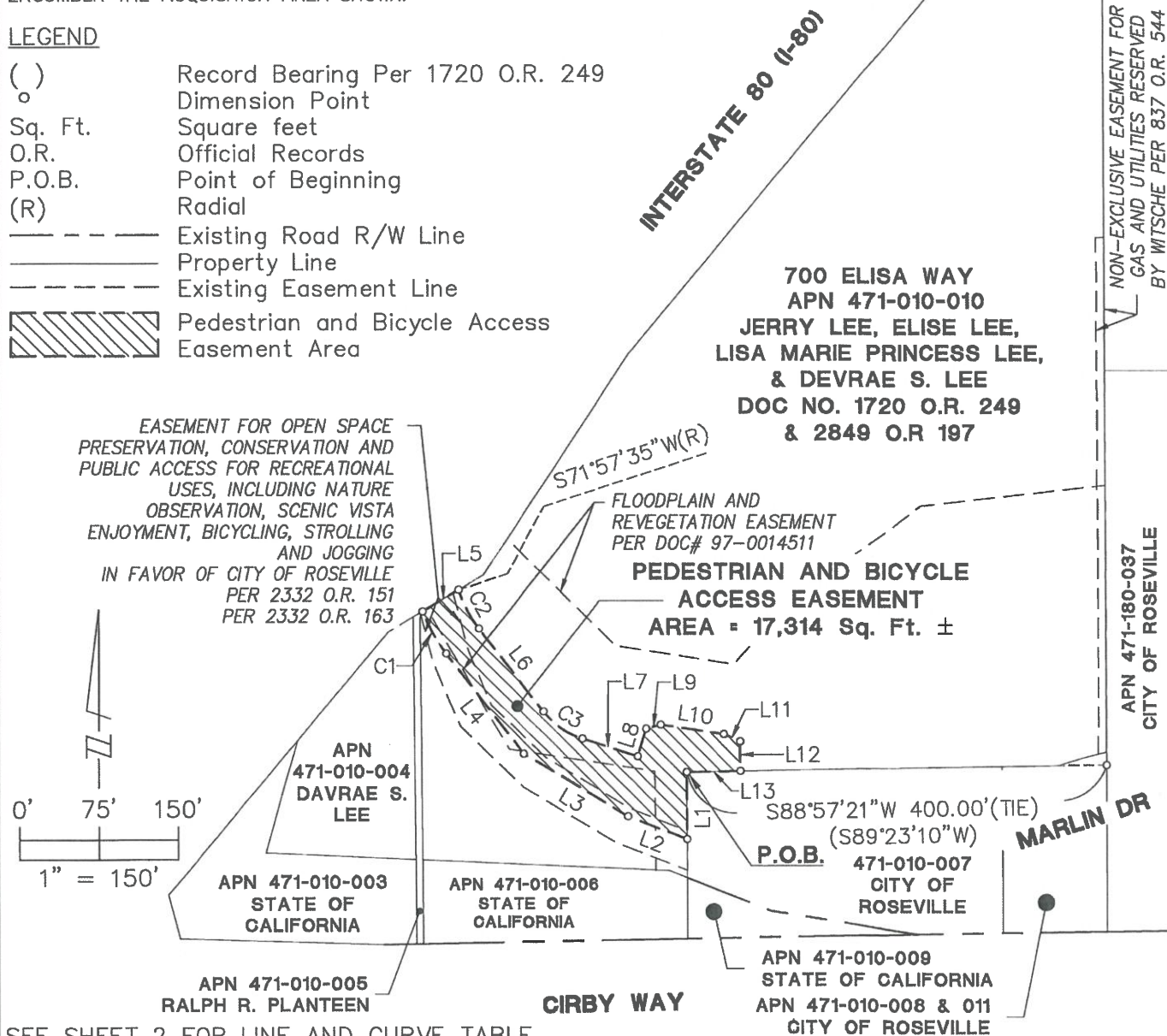
EXHIBIT "B"

NOTES:

- 1) THE BEARINGS AND DISTANCES SHOWN HEREON ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983 (CCS83), ZONE 2 (2010.00 EPOCH). MULTIPLY GRID DISTANCES SHOWN BY 1.00006881 TO OBTAIN GROUND LEVEL DISTANCES.
- 2) ALL RECORD REFERENCES ARE PLACER COUNTY RECORDS.
- 3) TITLE REPORT USED: PLACER TITLE COMPANY. ORDER NO. P-504950 2nd AMENDED, DATED DECEMBER 15, 2022.
- 4) EASEMENTS SHOWN HAVE BEEN LIMITED TO THOSE THAT ENCUMBER THE ACQUISITION AREA SHOWN.

LEGEND

()	Record Bearing Per 1720 O.R. 249
o	Dimension Point
Sq. Ft.	Square feet
O.R.	Official Records
P.O.B.	Point of Beginning
(R)	Radial
---	Existing Road R/W Line
---	Property Line
---	Existing Easement Line
	Pedestrian and Bicycle Access Easement Area



SEE SHEET 2 FOR LINE AND CURVE TABLE

**JERRY LEE, ELISE LEE,
LISA MARIE PRINCESS LEE, & DEVRAE S. LEE**
APN: 471-010-010

CITY OF ROSEVILLE

COUNTY OF PLACER

STATE OF CALIFORNIA

DATE: 12/21/2022

SCALE: 1" = 150'

DRWN. BY: TRS CHK. BY: JAL

SHEET 1 OF 2

Plotted: Dec/21/2022 11:50 AM | By: Tim.schooss

DWG: P:\6ROS013800\SURVEY\LEGALS\APN 471-010-010\Exhibits\APN 471-010-010_Access.dwg

PSOMAS

1075 Creekside Ridge Drive, Suite 200
Roseville, CA 95678
(916) 788-8122 (916) 788-0600 (FAX)

EXHIBIT "B"

CURVE TABLE				
CURVE	RADIUS	DELTA	LENGTH	CHORD
C1	161.00'	16°26'40"	46.21'	N29°23'28"W 46.05'
C2	122.00'	19°34'23"	41.68'	S27°49'36"E 41.47'
C3	75.00'	34°38'37"	45.35'	S54°56'06"E 44.66'

LINE TABLE		
LINE	BEARING	LENGTH
L1	S00°14'49"E	63.46'
L2	N68°48'02"W	60.33'
L3	N58°58'14"W	114.99'
L4	N37°36'48"W	119.71'
L5	N59°11'11"E	39.74'
L6	S37°36'48"E	99.47'
L7	S72°15'25"E	55.19'
L8	N17°44'35"E	27.36'
L9	N74°45'14"E	14.53'
L10	S81°27'00"E	60.63'
L11	S65°43'32"E	16.94'
L12	S01°02'39"E	27.96'
L13	S88°57'21"W	51.43'

**JERRY LEE, ELISE LEE,
LISA MARIE PRINCESS LEE, & DEVRAE S. LEE**
APN: 471-010-010

CITY OF ROSEVILLE

COUNTY OF PLACER

STATE OF CALIFORNIA

DATE: 12/21/2022

SCALE: N/A

DRWN. BY: TRS CHK. BY: JAL

SHEET 2 OF 2

Plotted: Dec/21/2022 9:57 AM | By: Tim.schooss

DWG: P:\6ROS013800\SURVEY\LEGALS\APN 471-010-010\Exhibits\APN 471-010-010_Access.dwg

PSOMAS

1075 Creekside Ridge Drive, Suite 200
Roseville, CA 95678
(916) 788-8122 (916) 788-0600 (FAX)

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of CALIFORNIA }

County of PLACER }

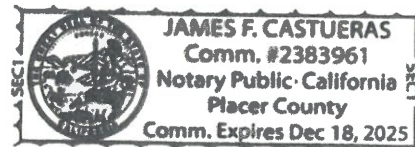
On Dec. 13, 2022 before me, JAMES F. CASTUERAS, NOTARY PUBLIC,
(Here insert name and title of the officer)

personally appeared PAVRAE S. LEE,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]
Notary Public Signature



(Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

PEDESTRIAN AND BICYCLE
(Title or description of attached document)

ACCESS EASEMENT
(Title or description of attached document continued)

Number of Pages _____ Document Date 2/13/22

CAPACITY CLAIMED BY THE SIGNER

- ☒ Individual (s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

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- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
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- Signature of the notary public must match the signature on file with the office of the county clerk.
 - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - Indicate title or type of attached document, number of pages and date.
 - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

ACKNOWLEDGMENT

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State of California)
County of Placer) ss

On 12/12/2022 before me, K Castueras, Notary Public
(Date) (Name of Notary)

personally appeared Lisa Marie Lee and Elise A. Viebrock who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

KCn

(Notary Signature)



RESOLUTION NO. 23-033

APPROVING AN AGREEMENT FOR ACQUISITION OF REAL PROPERTY AND
ESCROW INSTRUCTIONS, BY AND BETWEEN THE CITY OF ROSEVILLE AND JACK
E. HOFFMAN AND CHERYL A. HOFFMAN, AND AUTHORIZING THE CITY MANAGER
TO EXECUTE IT AND ALL RELATED ESCROW DOCUMENTS ON BEHALF OF
THE CITY OF ROSEVILLE

WHEREAS, an agreement for acquisition of real property and escrow instructions for the
purchase of a portion of the property located at 1305 Mallard Lane (APN No. 469-070-004) in
Roseville, CA, by and between the City of Roseville and Jack E. Hoffman and Cheryl A.
Hoffman, 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 and all
related escrow documents on behalf of the City of Roseville; and

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of
_____, 2023, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

PARCEL NO.: 469-070-004
TITLE REPORT NO.: P-512252
PROJECT: ROSEVILLE DRY CREEK GREENWAY EAST PROJECT

**AGREEMENT FOR ACQUISITION OF REAL PROPERTY
(ESCROW INSTRUCTIONS)**

THIS AGREEMENT is entered into this _____ day of _____, 2022 by and between the CITY OF ROSEVILLE, a municipal corporation (hereinafter called "Buyer"), and Jack E. Hoffman and Cheryl A. Hoffman, Trustees or their successors in trust under the Hoffman Family Revocable Living Trust dated June 17, 2008 and any amendments thereto, (hereinafter called "Seller") for acquisition by Buyer of one Partial Property Acquisition in fee and one Ingress/Egress and Maintenance Easement over real property hereinafter set forth.

IT IS HEREBY MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. **AGREEMENT TO SELL AND PURCHASE.** Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, upon the terms and for the consideration set forth in this agreement, the following interest(s) in property, all situated in the City of Roseville, County of Placer, State of California:

- A. Partial Property Acquisition in fee (Attached as Attachment 1); and
- B. Non-Exclusive Ingress/Egress and Maintenance Easement (Attached as Attachment 2)

The legal description of each interest is identified in the referenced attachment(s), which are hereby incorporated by reference.

2. **PURCHASE PRICE.** The total purchase price, payable in cash through escrow, shall be the sum of:

TWELVE THOUSAND FIVE HUNDRED AND 00/100 DOLLARS
(\$12,500.00)

The total purchase price includes: acquisition value of the property interests identified in Section 1.

3. **CONVEYANCE OF TITLE.** Seller agrees to convey the fee interest by Grant Deed and the easement by Easement Deed. Seller agrees to convey to Buyer marketable fee title and easements free and clear of all recorded and unrecorded liens, encumbrances, assessments, easements, leases, and taxes EXCEPT:

- A. All taxes for the current fiscal year prorated as per Section 6 hereinafter.
- B. Quasi-public utility, public alley, public street easements, and rights of way of record.
- C. Preliminary Title Report to be provided by Placer Title Company and approved in Escrow.

4. **POSSESSION.** It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this contract, the right of possession and use of the subject property by Buyer, including the right to remove and dispose of improvements, shall commence on the date the amount of funds as specified in Section 2 herein are deposited into the escrow controlling this transaction. The amount shown in Section 2 herein includes, but is not limited to, full payment for such possession and use,

including damages, if any, from said date.

5. TITLE INSURANCE POLICY. Escrow Agent shall, following recording of deeds to Buyer, provide Buyer with CLTA Standard Coverage Policy of Title Insurance in the amount of \$12,500.00 issued by Placer Title Company showing the title to the property vested in Buyer, subject only to the exceptions set forth in Section 3 and the printed exceptions and stipulations in said policy. Buyer agrees to pay the premium charged therefore.

6. ESCROW. Buyer agrees to open an escrow in accordance with this Agreement at Placer Title Company, 1508 Eureka Road, Suite 150 Roseville, CA 95661 (916) 782-3711. This Agreement constitutes the joint escrow instructions of Buyer and Seller, and Escrow Agent (Tracy Murphy) to whom these instructions are delivered is hereby empowered to act under this Agreement. The parties hereto agree to do all acts necessary to close this escrow in the shortest possible time.

Seller agrees to deposit with Escrow Agent prior to the Close of Escrow original, fully executed and acknowledged deeds prepared by Escrow Agent and any other customary agreements, consents, or documents reasonably necessary to effectuate the purchase of the subject property. Buyer agrees to deposit the purchase price and certificate of acceptance upon demand of Escrow Agent.

Insurance policies for fire or casualty are not to be transferred, and Seller will cancel its own policies after close of escrow.

All funds received in this escrow shall be deposited with other escrow funds in a general escrow account(s) and may be transferred to any other such escrow trust account in any State or National Bank doing business in the State of California. All disbursements shall be made either by check or wire transfer from such account.

ESCROW AGENT IS AUTHORIZED AND IS INSTRUCTED TO COMPLY WITH THE FOLLOWING TAX ADJUSTMENT PROCEDURE:

- A. Pay and charge Seller for any unpaid delinquent taxes and/or penalties and interest thereon, and for any delinquent or non-delinquent assessments or bonds against the property;
- B. In the event this escrow closes between July 1 and November 1, and current tax information is not available from title insurer, Escrow Agent is instructed to withhold from Seller's proceeds an amount equal to 120% of the prorated amount due based upon the previous fiscal year's second half tax bill. At such time that the tax information is available, Escrow Agent shall make a check payable to the County Tax Collector for Seller's prorated portion of taxes and forward the same to the Buyer and shall refund any difference to the Seller. In the event the amount withheld is not sufficient to pay Seller's prorated portion of taxes due, the Seller herein agrees to immediately pay the difference;

In the event said tax information is available, Seller's taxes shall be prorated in accordance with Paragraph "C" below.

- C. From the date that tax information is available, as per Paragraph "B" hereinabove, up to

and including June 30th, Seller's current taxes, if unpaid, shall be prorated to date of close of escrow on the basis of a 365 day year in accordance with Tax Collector's proration requirements, together with penalties and interest, if said current taxes are unpaid after December 10 and/or April 10. At close of escrow, a check payable to the County Tax Collector for Seller's prorata portion of taxes shall be forwarded to Buyer with closing statement;

- D. Any taxes which have been paid by Seller, prior to opening of this escrow, shall not be prorated between Buyer and Seller, but Seller shall have the sole right, after close of escrow, to apply to the County Tax Collector of said county for a refund. This refund would apply to the period after Buyer's acquisition, pursuant to Revenue and Taxation Code Section 5096.7.

ESCROW AGENT IS AUTHORIZED TO, AND SHALL:

- E. Pay and charge Seller, upon Seller's written approval, for any amount necessary to place title in the condition necessary to satisfy Section 3 of this Agreement, excluding any penalty for prepayment to any lienholder in compliance with Section 1265.240 of the Code of Civil Procedure ("Eminent Domain Law");
- F. Pay and charge Buyer for any escrow fees, charges, and costs payable under Section 6 of this Agreement;
- G. Disburse funds and deliver deeds when conditions of this escrow have been fulfilled by Buyer and Seller.

The term "close of escrow", if and where written in these instructions, shall mean the date that all necessary instruments of conveyance are recorded in the office of the County Recorder. Recordation of instruments delivered through this escrow is authorized if necessary or proper in the issuance of said policy of title insurance.

All time limits within which any matter herein specified is to be performed may be extended by mutual agreement of the parties hereto. Any amendment of, or supplement to, any instructions must be in writing.

TIME IS OF THE ESSENCE IN THESE INSTRUCTIONS AND ESCROW IS TO CLOSE AS SOON AS POSSIBLE. The parties hereto agree to perform all acts reasonably necessary to close this escrow within one hundred twenty (120) days following the opening of escrow.

Responsibility for Escrow Agent under this Agreement is expressly limited to Sections 1, 2, 3, 4, 5, 6, 7, 10, 11, 12, and 18 and to its liability under any policy of title insurance issued in regard to this transaction.

7. ESCROW FEES, CHARGES AND COSTS. Buyer agrees to pay all Buyer's and Seller's usual fees, charges, and costs which arise in this escrow.

8. FENCING. During construction, Buyer agrees to remove and replace the fence and gate on the property to match the existing fence and gate (including paint). Buyer is responsible for the removal and

disposal of the old fence material. The fence and gate shall be installed on the Seller's property in the location specified by the Seller. After the fence and gate are installed, the Seller will be responsible for the on-going maintenance and repair of the fence and gate. Buyer shall provide a two (2) week written notice to Seller before the removal and replacement of the fence and gate. Buyer will not leave the area without fencing.

9. RENTAL AND OCCUPANCY BY SELLER. Seller warrants that there are no oral or written leases on all or any portion of property.

10. PERMISSION TO ENTER ON PREMISES. Seller hereby grants to Buyer, or its authorized agents, permission to enter upon the Property at all reasonable times prior to close of escrow for the purpose of making necessary or appropriate inspections. It is understood that Buyer and its contractors will indemnify Seller and hold them harmless from any and all liability for bodily injury, death and property damage arising out of or in any way connected with such inspections, and reimburse Seller for all costs, expenses and loss, including attorney's fees, incurred by them in consequence of any claims, demands and causes of action which may be made or brought against them arising out of such inspections. Buyer shall provide the Seller a forty-eight (48) hour written notice before entering the property. However, Buyer shall have no obligation to indemnify Seller for any loss, liability, or damage caused by the negligence of the Seller, or any of Seller's employees, agents, or authorized users, including, but not limited to, tenants, invitees or permittees.

11. COUNTERPARTS. This Agreement may be executed in counterparts, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original, and all such counterparts together shall constitute one and the same instrument.

12. CLOSING STATEMENT. Seller instructs Escrow Agent to release a copy of Seller's statement to Buyer, whose address is 311 Vernon St, Roseville, CA 95678; purpose being to ascertain if any reimbursements are due Seller.

13. LOSS OR DAMAGE TO IMPROVEMENTS. Loss or damage to the real property or any improvements thereon, by fire or other casualty, occurring prior to the recordation of the deeds shall be at the risk of Seller. In the event that loss or damage to the real property or any improvements thereon, by fire or other casualty, occurs prior to the recordation of the deeds, Buyer may elect to require that the Seller pay to Buyer the proceeds of any insurance which may become payable to Seller by reason thereof, or to permit such proceeds to be used for the restoration of the damage done, or to reduce the total price by an amount equal to the diminution in value of said property by reason of such loss or damage or the amount of insurance payable to Seller, whichever is greater.

14. EMINENT DOMAIN DISMISSAL. Seller and Buyer acknowledge that this transaction is a negotiated settlement in lieu of condemnation, and Seller hereby agrees and consents to the dismissal or abandonment of any eminent domain action in the Superior Court of the State of California in and for the County of Placer, wherein the herein described property is included and also waives any and all claims to any money on deposit in said action and further waives all attorney's fees, costs, disbursements, and expenses incurred in connection therewith. If, prior to the close of the execution of this transaction, Seller is served with a Summons and Complaint in Eminent Domain in which Seller is a named defendant, upon the closing of this transaction, Seller agrees and consents to Buyer taking a Default in said action.

15. WARRANTIES, REPRESENTATIONS, AND COVENANTS OF SELLER. Seller hereby warrants, represents, and/or covenants to Buyer that:

- A. To the best of Seller's knowledge, there are no actions, suits, material claims, legal proceedings, or any other proceedings affecting the property or any portion thereof, at law, or in equity before any court or governmental agency, domestic or foreign.
- B. To the best of Seller's knowledge, there are no encroachments onto the property by improvements on any adjoining property, nor do any buildings or improvements encroach on other properties.
- C. Until the closing, Seller shall maintain the property in good condition and state of repair and maintenance, and shall perform all of its obligations under any service contracts or other contracts affecting the property.
- D. Until the closing, Seller shall not do anything which would impair Seller's title to any of the property.
- E. To the best of Seller's knowledge, neither the execution of this Agreement nor the performance of the obligations herein will conflict with, or breach any of the provisions of any bond, note, evidence of indebtedness, contract, lease, or other agreement or instrument to which Seller's property may be bound.
- F. Until the closing, Seller shall, upon learning of any fact or condition which would cause any of the warranties and representations in this Section 14 (Warranties, Representations, and Covenants of Seller) not to be true as of closing, immediately give written notice of such fact or condition to Buyer.

16. HAZARDOUS WASTE. Neither Seller nor, to the best of Seller's knowledge, any previous owner, tenant, occupant, or user of the Property used, generated, released, discharged, stored, or disposed of any hazardous waste, toxic substances, or related materials ("Hazardous Materials") on, under, in, or about the Property, or transported any Hazardous Materials to or from the Property. Seller shall not cause or permit the presence, use, generation, release, discharge, storage, or disposal of any Hazardous Materials on, under, in, or about, or the transportation of any Hazardous Materials to or from, the Property. The term "Hazardous Material" shall mean any substance, material, or waste which is or becomes regulated by any local governmental authority, the State of California, or the United States Government, including, but not limited to, any material or substance which is (i) defined as a "hazardous waste", "extremely hazardous waste", or "restricted hazardous waste" under Section 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law), (ii) defined as "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act), (iii) defined as a "hazardous material", "hazardous substance", or "hazardous waste" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory), (iv) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances), (v) petroleum, (vi) asbestos, (vii) polychlorinated biphenyls, (viii) listed under Article 9 or defined as "hazardous" or "extremely hazardous" pursuant to Article 11 of Title 22 of the California Administrative Code, Division 4, Chapter

20, (ix) designated as a "hazardous substances" pursuant to Section 311 of the Clean Water Act, (33 U.S.C. S1317), (x) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. S6901 et seq. (42 U.S.C. S6903) or (xi) defined as a "hazardous substances" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, as amended by Liability Act, 42. U.S.C. S9601 et seq. (42 U.S.C. S9601).

17. COMPLIANCE WITH ENVIRONMENTAL LAWS. To the best of Seller's knowledge the Property complies with all applicable laws and governmental regulations including, without limitation, all applicable federal, state, and local laws pertaining to air and water quality, hazardous waste, waste disposal, and other environmental matters, including, but not limited to, the Clean Water, Clean Air, Federal Water Pollution Control, Solid Waste Disposal, Resource Conservation Recovery and Comprehensive Environmental Response Compensation and Liability Acts, and the California Environment Quality Act, and the rules, regulations, and ordinances of the city within which the subject property is located, the California Department of Health Services, the Regional Water Quality Control Board, the State Water Resources Control Board, the Environmental Protection Agency, and all applicable federal, state, and local agencies and bureaus.

18. INDEMNITY. Seller agrees to indemnify, defend and hold Buyer harmless from and against any claim, action, suit, proceeding, loss, cost, damage, liability, deficiency, fine, penalty, punitive damage, or expense (including, without limitation, attorneys' fees), resulting from, arising out of, or based upon (i) the presence, release, use, generation, discharge, storage, or disposal of any Hazardous Material on, under, in or about, or the transportation of any such materials to or from, the Property, or (ii) the violation, or alleged violation, of any statute, ordinance, order, rule, regulation, permit, judgment, or license relating to the use, generation, release, discharge, storage, disposal, or transportation of Hazardous Materials on, under, in, or about, to or from, the Property. This indemnity shall include, without limitation, any damage, liability, fine, penalty, punitive damage, cost, or expense arising from or out of any claim, action, suit or proceeding for personal injury (including sickness, disease, or death, tangible or intangible property damage, compensation for lost wages, business income, profits or other economic loss, damage to the natural resource or the environment, nuisance, pollution, contamination, leak, spill, release, or other adverse effect on the environment). This indemnity extends only to liability created prior to or up to the date this escrow shall close. Seller shall not be responsible for acts or omissions to act post close of this escrow.

19. CONTINGENCY. It is understood and agreed between the parties hereto that the completion of this transaction, and the escrow created hereby, is contingent upon the specific acceptance and approval from the Buyer herein.

20. WAIVER OF CLAIMS. Seller acknowledges that the acquisition of the property by Buyer is for a public purpose, and therefore, the property is otherwise subject to taking by the power of eminent domain. Seller acknowledges that this transaction is a negotiated settlement in lieu of condemnation and agrees that the purchase price to be paid herein shall constitute full and fair compensation and consideration for any and all claims that Seller may have against Buyer by reason of the acquisition, improvement, possession, use and/or occupancy of the property, and Seller hereby waives any and all claims, including, but not limited to, claims for attorney's fees, pre-condemnation damages, severance damages, business goodwill, relocation assistance, or any other claim.

21. GENERAL PROVISIONS. The terms and conditions, covenants, and agreements set forth

herein shall apply to and bind the heirs, executors, administrators, assigns and successors of the parties hereto.

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

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.

This Agreement contains the entire agreement between both parties, neither party relies upon any warranty or representation not contained in this Agreement.

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 Seller has caused this Agreement to be executed.

BUYER

CITY OF ROSEVILLE, a
Municipal Corporation

BY: _____

NAME: _____

TITLE: _____

MAILING ADDRESS OF BUYER

311 Vernon Street
Roseville, CA 95678

MAILING ADDRESS OF SELLER

1305 Mallard Ln
Roseville, CA 95661

ATTEST:

BY: _____
City Clerk

APPROVED AS TO FORM:

BY: _____
City Attorney

APPROVED AS TO SUBSTANCE:

BY: _____
Public Works Director

SELLER

Jack E. Hoffman and Cheryl A. Hoffman, Trustees
or their successors in trust under the Hoffman
Family Revocable Living Trust dated June 17,
2008 and any amendments thereto

BY: JACK E. HOFFMAN

NAME: Jack E. Hoff

TITLE: OWNER

BY: CHERYL A. HOFFMAN

NAME: Cheryl A. Hoffman

TITLE: OWNER

ATTACHMENT 1

Recorded at the Request of and:
When Recorded Return To:

City of Roseville
Attention: City Clerk
311 Vernon Street
Roseville, CA 95678

DOCUMENTARY TRANSFER TAX: \$ None

Space above this line is for Recorder's Use

☐ Computed on the consideration or value of property conveyed; OR

☐ Computed on the consideration or value less liens or encumbrances
remaining at time of sale.

"Record without fee subject to Gov't Code 6103
Recordation required to complete chain of title and is
exempt from payment of documentary tax in
accordance with R&T Code 11922"

GRANT DEED

Assessor's Parcel No: 469-070-004

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **Jack E. Hoffman and Cheryl A. Hoffman, Trustees or their successors in trust under the Hoffman Family Revocable Living Trust dated June 17, 2008 and any amendments thereto, ("Grantor")** hereby grants to the **City of Roseville, a Municipal Corporation ("Grantee")** all that real property together with the right title and interest in the City of Roseville, County of Placer, State of California, described in Exhibit A and shown on and delineated on Exhibit B, both of which are attached hereto and by this reference made a part hereof.

Dated: _____

Jack E. Hoffman and Cheryl A. Hoffman,
Trustees or their successors in trust under the
Hoffman Family Revocable Living Trust dated
June 17, 2008 and any amendments thereto

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

FOR: APN 469-070-004
1305 Mallard Ln, Roseville, CA 95661

EXHIBIT "A"
FEE ACQUISITION
LEGAL DESCRIPTION

A portion of that real property situate in the City of Roseville, County of Placer, State of California, in Section 7, Township 10 North, Range 7 East, Mount Diablo Meridian, being Lot 648 of that certain plat entitled "Sierra Gardens Unit No. 14" as shown on the map filed in Book K of Maps, at Page 33, Placer County Records, also being the lands of the Hoffman Family Revocable Living Trust as said lands are described in that certain document recorded October 30, 2012 as Document No. 2012-0102047, Official Records, Placer County Records, said real property being described as follows:

BEGINNING at a point in the southerly line of said lot, from which point the southeasterly corner of said lot bears North 80°50'24" East 352.12 feet; thence from said point of beginning, along said southerly line South 80°50'24" West 13.07 feet to the southwesterly corner of said lot; thence along the westerly line of said lot the following two (2) courses:

- 1) North 07°27'54" East 32.20 feet;
- 2) North 11°00'52" West 62.18 feet to the northwesterly corner of said lot;

thence along the northerly line of said lot North 80°50'24" East 21.27 feet to a point thereon, from which point the northeast corner of said lot bears North 80°50'24" East 336.73 feet; said point also being the beginning of a non-tangent curve, concave westerly, having a radius of 101.50 feet, to which beginning a radial line bears North 88°54'11" East; thence leaving last said line, southerly along said curve, through a central angle of 01°05'49", an arc distance of 1.94 feet (said curve being subtended by a chord which bears South 00°32'55" East 1.94 feet); thence South 00°00'00" East 77.46 feet to the beginning of a curve, concave westerly, having a radius of 268.50 feet; thence southerly along said curve, through a central angle of 03°10'25", an arc distance of 14.87 feet (said curve being subtended by a chord which bears South 01°35'13" West 14.87 feet) to the **POINT OF BEGINNING**.

Containing 1,298 square feet, more or less.

The bearings and distances used in the above description are based on the California Coordinate System of 1983, CCS83, Zone 2 (2010.00 Epoch). Multiply grid distances shown by 1.00006881 to obtain ground level distances.

A Portion of Placer County
APN 469-070-004
Hoffman Family Revocable Living Trust
Fee Acquisition
December 19, 2022
Page 2 of 1

The above-described real property is identified as "Fee Acquisition Area" on the plat labeled
"Exhibit B" attached hereto and made a part hereof.

End of Description



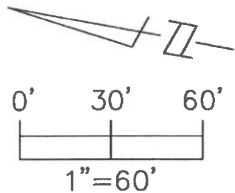
EXHIBIT "B"

NOTES:

- 1) THE BEARINGS AND DISTANCES SHOWN HEREON ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983 (CCS83), ZONE 2 (2010.00 EPOCH). MULTIPLY GRID DISTANCES SHOWN BY 1.00006881 TO OBTAIN GROUND LEVEL DISTANCES.
- 2) ALL RECORD REFERENCES ARE PLACER COUNTY RECORDS.
- 3) TITLE REPORT USED: PLACER TITLE COMPANY. ORDER NO. P-512252 DATED AUGUST 3, 2021.
- 4) EASEMENTS SHOWN HAVE BEEN LIMITED TO THOSE THAT ENCUMBER THE ACQUISITION AREA SHOWN.

LEGEND

- o Dimension Point
- Sq. Ft. Square feet
- O.R. Official Records
- P.O.B. Point of Beginning
- (R) Radial
- Existing Road R/W Line
- ==== Property Line
- - - - Existing Easement Line
-  Fee Acquisition Area



MALLARD LANE

APN 469-070-003
ANGELO SIMONE
LOT 647

1305 MALLARD
LANE
APN 469-070-004
HOFFMAN FAMILY
REV. LIVING TRUST
DOC. No.
2012-0102047, O.R.
LOT 648
K MAPS 33

APN 469-070-005
BENJAMIN HAUGEN
LOT 649

**FEE ACQUISITION
AREA = 1,298 Sq. Ft. ±**

R=101.50'
Δ=01°05'49"
L=1.94'
Chd=S00°32'55"E
1.94'

R=268.50'
Δ=03°10'25"
L=14.87'
Chd=S01°35'13"W
14.87'

N88°54'11"E(R) 77.46'
S00°00'00"E
N80°50'24"E 21.27'
N11°00'52"W 62.18'
N07°27'54"E 32.20'
S80°50'24"W 13.07'

INGRESS EGRESS
EASEMENT PARCEL TWO
DOC.No.2012-0102047,
O.R.

SEWER EASEMENT
2825 O.R. 657

LINDA CREEK

APN 469-070-001
CITY OF ROSEVILLE

10' WIDE SEWER EASEMENT
856 O.R. 246 (PARCEL II)
20' WIDE ROADWAY EASEMENT
862 O.R. 143

**HOFFMAN FAMILY REVOCABLE LIVING TRUST
APN: 469-070-004**

CITY OF ROSEVILLE

COUNTY OF PLACER

STATE OF CALIFORNIA

DATE: 12/19/2022

SCALE: 1" = 60'

DRWN. BY: TRS CHK. BY: JAL

SHEET 1 OF 1

PSOMAS

1075 Creekside Ridge Drive, Suite 200
Roseville, CA 95678
(916) 788-8122 (916) 788-0600 (FAX)

Plotted: Dec/19/2022 9:16 AM | By: Tim.schooss

DWG: P:\6ROS013800\SURVEY\LEGALS\APN 469-070-004\Exhibits\APN469-070-004_Fee.dwg

ACKNOWLEDGMENT

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

State of California)
) ss
County of _____)

On _____ before me, _____, Notary Public
(Date) (Name of Notary)
personally appeared _____ who proved to me on the basis
of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to
me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the
instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(Notary Signature)

ATTACHMENT 2

Recorded at the Request of and:
When Recorded Return To:

City of Roseville
Attention: City Clerk
311 Vernon Street
Roseville, CA 95678

DOCUMENTARY TRANSFER TAX: \$ None

Space above this line is for Recorder's Use

☐ Computed on the consideration or value of property conveyed; OR

☐ Computed on the consideration or value less liens or encumbrances
remaining at time of sale.

"Record without fee subject to Gov't Code 6103
Recordation required to complete chain of title and is
exempt from payment of documentary tax in
accordance with R&T Code 11922"

NON EXCLUSIVE INGRESS/EGRESS AND MAINTENANCE EASEMENT

Assessor's Parcel No: 469-070-004

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **Jack E. Hoffman and Cheryl A. Hoffman, Trustees or their successors in trust under the Hoffman Family Revocable Living Trust dated June 17, 2008 and any amendments thereto, ("Grantor")** hereby grants to the, **City of Roseville, a Municipal Corporation ("Grantee")** a non-exclusive easement for ingress/egress and maintenance purposes in, on, under, over, along and across that certain real property in the City of Roseville, County of Placer, State of California, described in Exhibit A and shown on and delineated on Exhibit B, both of which are attached hereto and by this reference made a part hereof.

Reserving unto the Grantor herein, their successors or assigns a non-exclusive easement for ingress and egress over that portion of the land described in Exhibit A and shown on and delineated on Exhibit B.

Said easement is reserved for the benefit of and is appurtenant to lots 633-638 inclusive and lots 641 through 653 inclusive, of said Sierra Gardens Unit No. 14.

Also reserving unto the Grantor herein, their successors or assigns, a non-exclusive easement in gross for ingress and egress over that portion of the land described in Exhibit A and shown on and delineated on Exhibit B, together with the right to grant and convey said easement to such persons or entities as Grantor herein may desire, without regard to number.

Grantor hereby acknowledges that the Grantee's maintenance responsibilities is reserved only for the maintenance of City-owned facilities.

FOR: APN 469-070-004
1305 Mallard Ln, Roseville, CA 95661

Dated: _____

Jack E. Hoffman and Cheryl A. Hoffman,
Trustees or their successors in trust under the
Hoffman Family Revocable Living Trust dated
June 17, 2008 and any amendments thereto

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

EXHIBIT "A"
INGRESS/EGRESS/MAINTENANCE EASEMENT
LEGAL DESCRIPTION

A portion of that real property situate in the City of Roseville, County of Placer, State of California, in Section 7, Township 10 North, Range 7 East, Mount Diablo Meridian, being Lot 648 of that certain plat entitled "Sierra Gardens Unit No. 14" as shown on the map filed in Book K of Maps, at Page 33, Placer County Records, also being the lands of the Hoffman Family Revocable Living Trust as said lands are described in that certain document recorded October 30, 2012 as Document No. 2012-0102047, Official Records, Placer County Records, said real property being described as follows:

BEGINNING at a point in the southerly line of said lot, from which point the southeasterly corner of said lot bears North 80°50'24" East 352.12 feet, said point being the beginning of a non-tangent curve, concave westerly, having a radius of 268.50 feet, to which beginning a radial line bears South 86°49'35" East; thence from said point of beginning, leaving last said line, northerly along said curve, through a central angle of 03°10'25", an arc distance of 14.87 feet (said curve being subtended by a chord which bears North 01°35'13" East 14.87 feet); thence North 00°00'00" West 77.46 feet to the beginning of a curve, concave westerly, having a radius of 101.50 feet; thence northerly along said curve, through a central angle of 01°05'49", an arc distance of 1.94 feet (said curve being subtended by a chord which bears North 00°32'55" West 1.94 feet) to a point on the northerly line of said lands, from which point the northeasterly corner of said lands bears North 80°50'24" East 336.73 feet; thence along said northerly line North 80°50'24" East 15.13 feet to a point thereon, said point being the beginning of a non-tangent curve, concave westerly, having a radius of 116.50 feet, to which beginning a radial line bears North 87°51'33" East; thence leaving last said line, southerly along said curve, through a central angle of 02°08'27", an arc distance of 4.35 feet (said curve being subtended by a chord which bears South 01°04'13" East 4.35 feet); thence South 00°00'00" East 77.46 feet to the beginning of a curve, concave westerly, having a radius of 283.50 feet; thence southerly along said curve, through a central angle of 02°30'42", an arc distance of 12.43 feet (said curve being subtended by a chord which bears South 01°15'21" West 12.43 feet) to a point on said southerly line; thence along last said line South 80°50'24" West 15.34 feet to the **POINT OF BEGINNING**.

Containing 1,414 square feet, more or less.

The bearings and distances used in the above description are based on the California Coordinate System of 1983, CCS83, Zone 2 (2010.00 Epoch). Multiply grid distances shown by 1.00006881 to obtain ground level distances.

The above-described real property is identified as "Ingress/Egress/ Maintenance Easement" on the plat labeled "Exhibit B" attached hereto and made a part hereof.

End of Description



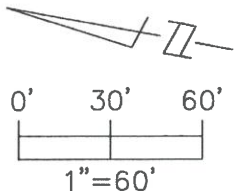
EXHIBIT "B"

NOTES:

- 1) THE BEARINGS AND DISTANCES SHOWN HEREON ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983 (CCS83), ZONE 2 (2010.00 EPOCH). MULTIPLY GRID DISTANCES SHOWN BY 1.00006881 TO OBTAIN GROUND LEVEL DISTANCES.
- 2) ALL RECORD REFERENCES ARE PLACER COUNTY RECORDS.
- 3) TITLE REPORT USED: PLACER TITLE COMPANY. ORDER NO. P-512252 DATED AUGUST 3, 2021.
- 4) EASEMENTS SHOWN HAVE BEEN LIMITED TO THOSE THAT ENCUMBER THE ACQUISITION AREA SHOWN.

LEGEND

o	Dimension Point
Sq. Ft.	Square feet
O.R.	Official Records
P.O.B.	Point of Beginning
(R)	Radial
---	Existing Road R/W Line
---	Property Line
---	Existing Easement Line
	Ingress/Egress/Maintenance Easement



MALLARD LANE

APN 469-070-003
ANGELO SIMONE
LOT 647

1305 MALLARD
LANE
APN 469-070-004
HOFFMAN FAMILY
REV. LIVING TRUST
DOC. No.
2012-0102047, O.R.
LOT 648
K MAPS 33

APN 469-070-005
BENJAMIN HAUGEN
LOT 649

INGRESS/EGRESS/
MAINTENANCE EASEMENT
AREA = 1,414 Sq. Ft. ±

R=116.50'
Δ=02°08'27"
L=4.35'
Chd=S01°04'13"E
4.35'

N87°51'33"E(R)

N80°50'24"E

15.13'

R=101.50'

Δ=01°05'49"

L=1.94'

Chd=N00°32'55"W
1.94'

INGRESS EGRESS
EASEMENT PARCEL TWO
DOC.No.2012-0102047,
O.R.

SEWER EASEMENT
2825 O.R. 657

LINDA CREEK

APN 469-070-001
CITY OF ROSEVILLE

R=283.50'
Δ=02°30'42"
L=12.43'
Chd=S01°15'21"W
12.43'

S80°50'24"W
15.34'

P.O.B.
S86°49'35"E(R)

R=268.50'
Δ=03°10'25"
L=14.87'
Chd=N01°35'13"E
14.87'

10' WIDE SEWER EASEMENT
856 O.R. 246 (PARCEL II)
20' WIDE ROADWAY EASEMENT
862 O.R. 143

HOFFMAN FAMILY REVOCABLE LIVING TRUST
APN: 469-070-004

CITY OF ROSEVILLE

COUNTY OF PLACER

STATE OF CALIFORNIA

DATE: 12/19/2022

SCALE: 1" = 60'

DRWN. BY: TRS CHK. BY: JAL

SHEET 1 OF 1

PSOMAS

1075 Creekside Ridge Drive, Suite 200
Roseville, CA 95678
(916) 788-8122 (916) 788-0600 (FAX)

Plotted: Dec/19/2022 8:53 AM | By: Tim.schooss

DWG: P:\6805013800\SURVEY\LEGALS\APN 469-070-004\Exhibits\APN469-070-004_Access.dwg

ACKNOWLEDGMENT

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

State of California)
) ss
County of _____)

On _____ before me, _____, Notary Public
(Date) (Name of Notary)
personally appeared _____ who proved to me on the basis
of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to
me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the
instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(Notary Signature)

RESOLUTION NO. 23-034

APPROVING AN AGREEMENT FOR ACQUISITION OF REAL PROPERTY AND ESCROW INSTRUCTIONS, BY AND BETWEEN THE CITY OF ROSEVILLE AND JOEY L. STETSON AND LISA A. STETSON, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT AND ALL RELATED ESCROW DOCUMENTS ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, an agreement for acquisition of real property and escrow instructions for the purchase of a portion of the property located at 1211 Mallard Lane (APN No. 469-070-007) in Roseville, CA, by and between the City of Roseville and Joey L. Stetson and Lisa A. Stetson, 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 and all related escrow documents on behalf of the City of Roseville; and

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 2023, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

PARCEL NO.: 469-070-007

TITLE REPORT NO.: P-512272

PROJECT: ROSEVILLE DRY CREEK GREENWAY EAST PROJECT

**AGREEMENT FOR ACQUISITION OF REAL PROPERTY
(ESCROW INSTRUCTIONS)**

THIS AGREEMENT is entered into this _____ day of _____, 2022 by and between the CITY OF ROSEVILLE, a Municipal Corporation (hereinafter called "Buyer"), and Joey L. Stetson and Lisa A. Stetson, husband and wife as joint tenants, (hereinafter called "Seller") for acquisition by Buyer of one Partial Property Acquisition in fee and one Ingress/Egress and Maintenance Easement over real property hereinafter set forth.

IT IS HEREBY MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. **AGREEMENT TO SELL AND PURCHASE.** Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, upon the terms and for the consideration set forth in this agreement, the following interest(s) in property, all situated in the City of Roseville, County of Placer, State of California:

- A. Partial Property Acquisition in fee (Attached as Attachment 1); and
- B. Non-Exclusive Ingress/Egress and Maintenance Easement (Attached as Attachment 2)

The legal description of each interest is identified in the referenced attachment(s), which are hereby incorporated by reference.

2. **PURCHASE PRICE.** The total purchase price, payable in cash through escrow, shall be the sum of:

THIRTY THOUSAND AND 00/100 DOLLARS
(\$30,000.00)

The total purchase price includes: acquisition value of the property interests identified in Section 1.

3. **CONVEYANCE OF TITLE.** Seller agrees to convey the fee interest by Grant Deed and the easement by Easement Deed. Seller agrees to convey to Buyer marketable fee title and easements free and clear of all recorded and unrecorded liens, encumbrances, assessments, easements, leases, and taxes EXCEPT:

- A. All taxes for the current fiscal year prorated as per Section 6 hereinafter.
- B. Quasi-public utility, public alley, public street easements, and rights of way of record.
- C. Preliminary Title Report to be provided by Placer Title Company and approved in Escrow.

4. **POSSESSION.** It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this contract, the right of possession and use of the subject property by Buyer, including the right to remove and dispose of improvements, shall commence on the date the amount of funds as specified in Section 2 herein are deposited into the escrow controlling this transaction. The amount

shown in Section 2 herein includes, but is not limited to, full payment for such possession and use, including damages, if any, from said date.

5. TITLE INSURANCE POLICY. Escrow Agent shall, following recording of deeds to Buyer, provide Buyer with CLTA Standard Coverage Policy of Title Insurance in the amount of \$30,000.00 issued by Placer Title Company showing the title to the property vested in Buyer, subject only to the exceptions set forth in Section 3 and the printed exceptions and stipulations in said policy. Buyer agrees to pay the premium charged therefore.

6. ESCROW. Buyer agrees to open an escrow in accordance with this Agreement at Placer Title Company, 1508 Eureka Road, Suite 150 Roseville, CA 95661 (916) 782-3711. This Agreement constitutes the joint escrow instructions of Buyer and Seller, and Escrow Agent (Tracy Murphy) to whom these instructions are delivered is hereby empowered to act under this Agreement. The parties hereto agree to do all acts necessary to close this escrow in the shortest possible time.

Seller agrees to deposit with Escrow Agent prior to the Close of Escrow original, fully executed and acknowledged deeds prepared by Escrow Agent and any other customary agreements, consents, or documents reasonably necessary to effectuate the purchase of the subject property. Buyer agrees to deposit the purchase price and **certificate of acceptance** upon demand of Escrow Agent.

Insurance policies for fire or casualty are not to be transferred, and Seller will cancel its own policies after close of escrow.

All funds received in this escrow shall be deposited with other escrow funds in a general escrow account(s) and may be transferred to any other such escrow trust account in any State or National Bank doing business in the State of California. All disbursements shall be made either by check or wire transfer from such account.

ESCROW AGENT IS AUTHORIZED AND IS INSTRUCTED TO COMPLY WITH THE FOLLOWING TAX ADJUSTMENT PROCEDURE:

- A. Pay and charge Seller for any unpaid delinquent taxes and/or penalties and interest thereon, and for any delinquent or non-delinquent assessments or bonds against the property;
- B. In the event this escrow closes between July 1 and November 1, and current tax information is not available from title insurer, Escrow Agent is instructed to withhold from Seller's proceeds an amount equal to 120% of the prorated amount due based upon the previous fiscal year's second half tax bill. At such time that the tax information is available, Escrow Agent shall make a check payable to the County Tax Collector for Seller's prorated portion of taxes and forward the same to the Buyer and shall refund any difference to the Seller. In the event the amount withheld is not sufficient to pay Seller's prorated portion of taxes due, the Seller herein agrees to immediately pay the difference;

In the event said tax information is available, Seller's taxes shall be prorated in accordance with Paragraph "C" below.

- C. From the date that tax information is available, as per Paragraph "B" hereinabove, up to and including June 30th, Seller's current taxes, if unpaid, shall be prorated to date of close of escrow on the basis of a 365 day year in accordance with Tax Collector's proration requirements, together with penalties and interest, if said current taxes are unpaid after December 10 and/or April 10. At close of escrow, a check payable to the County Tax Collector for Seller's prorata portion of taxes shall be forwarded to Buyer with closing statement;
- D. Any taxes which have been paid by Seller, prior to opening of this escrow, shall not be prorated between Buyer and Seller, but Seller shall have the sole right, after close of escrow, to apply to the County Tax Collector of said county for a refund. This refund would apply to the period after Buyer's acquisition, pursuant to Revenue and Taxation Code Section 5096.7.

ESCROW AGENT IS AUTHORIZED TO, AND SHALL:

- E. Pay and charge Seller, upon Seller's written approval, for any amount necessary to place title in the condition necessary to satisfy Section 3 of this Agreement, excluding any penalty for prepayment to any lienholder in compliance with Section 1265.240 of the Code of Civil Procedure ("Eminent Domain Law");
- F. Pay and charge Buyer for any escrow fees, charges, and costs payable under Section 6 of this Agreement;
- G. Disburse funds and deliver deeds when conditions of this escrow have been fulfilled by Buyer and Seller.

The term "close of escrow", if and where written in these instructions, shall mean the date that all necessary instruments of conveyance are recorded in the office of the County Recorder. Recordation of instruments delivered through this escrow is authorized if necessary or proper in the issuance of said policy of title insurance.

All time limits within which any matter herein specified is to be performed may be extended by mutual agreement of the parties hereto. Any amendment of, or supplement to, any instructions must be in writing.

TIME IS OF THE ESSENCE IN THESE INSTRUCTIONS AND ESCROW IS TO CLOSE AS SOON AS POSSIBLE. The parties hereto agree to perform all acts reasonably necessary to close this escrow within one hundred twenty (120) days following the opening of escrow.

Responsibility for Escrow Agent under this Agreement is expressly limited to Sections 1, 2, 3, 4, 5, 6, 7, 10, 11, 12, and 18 and to its liability under any policy of title insurance issued in regard to this transaction.

7. ESCROW FEES, CHARGES AND COSTS. Buyer agrees to pay all Buyer's and Seller's usual fees, charges, and costs which arise in this escrow.

8. FENCING. During construction, Buyer agrees that if any damage occurs to, or relocation is required of the fence located on the property that is due to the ongoing construction, the Buyer will restore the fence to its original condition, or relocate the fence as necessary.

9. RENTAL AND OCCUPANCY BY SELLER. Seller warrants that there are no oral or written leases on all or any portion of property.

10. PERMISSION TO ENTER ON PREMISES. Seller hereby grants to Buyer, or its authorized agents, permission to enter upon the Property at all reasonable times prior to close of escrow for the purpose of making necessary or appropriate inspections. It is understood that Buyer and its contractors will indemnify Seller and hold them harmless from any and all liability for bodily injury, death and property damage arising out of or in any way connected with such inspections, and reimburse Seller for all costs, expenses and loss, including attorney's fees, incurred by them in consequence of any claims, demands and causes of action which may be made or brought against them arising out of such inspections. Buyer shall provide the Seller a forty-eight (48) written notice before entering the property. However, Buyer shall have no obligation to indemnify Seller for any loss, liability, or damage caused by the negligence of the Seller, or any of Seller's employees, agents, or authorized users, including, but not limited to, tenants, invitees or permittees.

11. COUNTERPARTS. This Agreement may be executed in counterparts, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original, and all such counterparts together shall constitute one and the same instrument.

12. CLOSING STATEMENT. Seller instructs Escrow Agent to release a copy of Seller's statement to Buyer, whose address is 311 Vernon St, Roseville, CA 95678; purpose being to ascertain if any reimbursements are due Seller.

13. LOSS OR DAMAGE TO IMPROVEMENTS. Loss or damage to the real property or any improvements thereon, by fire or other casualty, occurring prior to the recordation of the deeds shall be at the risk of Seller. In the event that loss or damage to the real property or any improvements thereon, by fire or other casualty, occurs prior to the recordation of the deeds, Buyer may elect to require that the Seller pay to Buyer the proceeds of any insurance which may become payable to Seller by reason thereof, or to permit such proceeds to be used for the restoration of the damage done, or to reduce the total price by an amount equal to the diminution in value of said property by reason of such loss or damage or the amount of insurance payable to Seller, whichever is greater.

14. EMINENT DOMAIN DISMISSAL. Seller and Buyer acknowledge that this transaction is a negotiated settlement in lieu of condemnation, and Seller hereby agrees and consents to the dismissal or abandonment of any eminent domain action in the Superior Court of the State of California in and for the County of Placer, wherein the herein described property is included and also waives any and all claims to any money on deposit in said action and further waives all attorney's fees, costs, disbursements, and expenses incurred in connection therewith. If, prior to the close of the execution of this transaction, Seller is served with a Summons and Complaint in Eminent Domain in which Seller is a named defendant, upon the closing of this transaction, Seller agrees and consents to Buyer taking a Default in said action.

15. WARRANTIES, REPRESENTATIONS, AND COVENANTS OF SELLER. Seller hereby

warrants, represents, and/or covenants to Buyer that:

- A. To the best of Seller's knowledge, there are no actions, suits, material claims, legal proceedings, or any other proceedings affecting the property or any portion thereof, at law, or in equity before any court or governmental agency, domestic or foreign.
- B. To the best of Seller's knowledge, there are no encroachments onto the property by improvements on any adjoining property, nor do any buildings or improvements encroach on other properties.
- C. Until the closing, Seller shall maintain the property in good condition and state of repair and maintenance, and shall perform all of its obligations under any service contracts or other contracts affecting the property.
- D. Until the closing, Seller shall not do anything which would impair Seller's title to any of the property.
- E. To the best of Seller's knowledge, neither the execution of this Agreement nor the performance of the obligations herein will conflict with, or breach any of the provisions of any bond, note, evidence of indebtedness, contract, lease, or other agreement or instrument to which Seller's property may be bound.
- F. Until the closing, Seller shall, upon learning of any fact or condition which would cause any of the warranties and representations in this Section 14 (Warranties, Representations, and Covenants of Seller) not to be true as of closing, immediately give written notice of such fact or condition to Buyer.

16. HAZARDOUS WASTE. Neither Seller nor, to the best of Seller's knowledge, any previous owner, tenant, occupant, or user of the Property used, generated, released, discharged, stored, or disposed of any hazardous waste, toxic substances, or related materials ("Hazardous Materials") on, under, in, or about the Property, or transported any Hazardous Materials to or from the Property. Seller shall not cause or permit the presence, use, generation, release, discharge, storage, or disposal of any Hazardous Materials on, under, in, or about, or the transportation of any Hazardous Materials to or from, the Property. The term "Hazardous Material" shall mean any substance, material, or waste which is or becomes regulated by any local governmental authority, the State of California, or the United States Government, including, but not limited to, any material or substance which is (i) defined as a "hazardous waste", "extremely hazardous waste", or "restricted hazardous waste" under Section 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law), (ii) defined as "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act), (iii) defined as a "hazardous material", "hazardous substance", or "hazardous waste" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory), (iv) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances), (v) petroleum, (vi) asbestos, (vii) polychlorinated biphenyls, (viii) listed under Article 9 or defined as "hazardous" or "extremely hazardous" pursuant to Article 11 of Title 22 of the California Administrative Code, Division 4, Chapter

20, (ix) designated as a "hazardous substances" pursuant to Section 311 of the Clean Water Act, (33 U.S.C. S1317), (x) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. S6901 et seq. (42 U.S.C. S6903) or (xi) defined as a "hazardous substances" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, as amended by Liability Act, 42. U.S.C. S9601 et seq. (42 U.S.C. S9601).

17. COMPLIANCE WITH ENVIRONMENTAL LAWS. To the best of Seller's knowledge the Property complies with all applicable laws and governmental regulations including, without limitation, all applicable federal, state, and local laws pertaining to air and water quality, hazardous waste, waste disposal, and other environmental matters, including, but not limited to, the Clean Water, Clean Air, Federal Water Pollution Control, Solid Waste Disposal, Resource Conservation Recovery and Comprehensive Environmental Response Compensation and Liability Acts, and the California Environment Quality Act, and the rules, regulations, and ordinances of the city within which the subject property is located, the California Department of Health Services, the Regional Water Quality Control Board, the State Water Resources Control Board, the Environmental Protection Agency, and all applicable federal, state, and local agencies and bureaus.

18. INDEMNITY. Seller agrees to indemnify, defend and hold Buyer harmless from and against any claim, action, suit, proceeding, loss, cost, damage, liability, deficiency, fine, penalty, punitive damage, or expense (including, without limitation, attorneys' fees), resulting from, arising out of, or based upon (i) the presence, release, use, generation, discharge, storage, or disposal of any Hazardous Material on, under, in or about, or the transportation of any such materials to or from, the Property, or (ii) the violation, or alleged violation, of any statute, ordinance, order, rule, regulation, permit, judgment, or license relating to the use, generation, release, discharge, storage, disposal, or transportation of Hazardous Materials on, under, in, or about, to or from, the Property. This indemnity shall include, without limitation, any damage, liability, fine, penalty, punitive damage, cost, or expense arising from or out of any claim, action, suit or proceeding for personal injury (including sickness, disease, or death, tangible or intangible property damage, compensation for lost wages, business income, profits or other economic loss, damage to the natural resource or the environment, nuisance, pollution, contamination, leak, spill, release, or other adverse effect on the environment). This indemnity extends only to liability created prior to or up to the date this escrow shall close. Seller shall not be responsible for acts or omissions to act post close of this escrow.

19. CONTINGENCY. It is understood and agreed between the parties hereto that the completion of this transaction, and the escrow created hereby, is contingent upon the specific acceptance and approval from the Buyer herein.

20. WAIVER OF CLAIMS. Seller acknowledges that the acquisition of the property by Buyer is for a public purpose, and therefore, the property is otherwise subject to taking by the power of eminent domain. Seller acknowledges that this transaction is a negotiated settlement in lieu of condemnation and agrees that the purchase price to be paid herein shall constitute full and fair compensation and consideration for any and all claims that Seller may have against Buyer by reason of the acquisition, improvement, possession, use and/or occupancy of the property, and Seller hereby waives any and all claims, including, but not limited to, claims for attorney's fees, pre-condemnation damages, severance damages, business goodwill, relocation assistance, or any other claim.

21. GENERAL PROVISIONS. The terms and conditions, covenants, and agreements set forth

herein shall apply to and bind the heirs, executors, administrators, assigns and successors of the parties hereto.

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

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.

This Agreement contains the entire agreement between both parties, neither party relies upon any warranty or representation not contained in this Agreement.

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 Seller has caused this Agreement to be executed.

BUYER

CITY OF ROSEVILLE, a
Municipal Corporation

BY: _____

NAME: _____

TITLE: _____

MAILING ADDRESS OF BUYER

311 Vernon Street
Roseville, CA 95678

MAILING ADDRESS OF SELLER

1211 Mallard Lane
Roseville, CA 95661

ATTEST:

BY: _____

City Clerk

APPROVED AS TO FORM:

BY: _____

City Attorney

APPROVED AS TO SUBSTANCE:

BY: _____

Public Works Director

SELLER

Joey L. Stetson and Lisa A. Stetson, husband and
wife as joint tenants

BY: Seller

NAME: Lisa Stetson

TITLE: wife

BY: Seller

NAME: Joey Stetson

TITLE: husband

ATTACHMENT 1

Recorded at the Request of and:
When Recorded Return To:

City of Roseville
Attention: City Clerk
311 Vernon Street
Roseville, CA 95678

DOCUMENTARY TRANSFER TAX: \$ None

Space above this line is for Recorder's Use

 Computed on the consideration or value of property conveyed; OR

 Computed on the consideration or value less liens or encumbrances
remaining at time of sale.

"Record without fee subject to Gov't Code 6103
Recordation required to complete chain of title and is
exempt from payment of documentary tax in
accordance with R&T Code 11922"

GRANT DEED

Assessor's Parcel No: 469-070-007

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **Joey L. Stetson and Lisa A. Stetson, husband and wife as joint tenants, ("Grantor")** hereby grants to the **City of Roseville, a Municipal Corporation ("Grantee")** all that real property together with the right title and interest in the City of Roseville, County of Placer, State of California, described in Exhibit A and shown on and delineated on Exhibit B, both of which are attached hereto and by this reference made a part hereof.

Dated: _____

Joey L. Stetson and Lisa A. Stetson, husband and
wife as joint tenants

By: Joey Stetson

Name: Joey Stetson

Title: husband

By: Lisa Stetson

Name: Lisa Stetson

Title: wife

FOR: APN 469-070-007
1211 Mallard Ln, Roseville, CA 95661

EXHIBIT "A"
FEE ACQUISITION
LEGAL DESCRIPTION

A portion of that real property situate in the City of Roseville, County of Placer, State of California, in Section 7, Township 10 North, Range 7 East, Mount Diablo Meridian, being Lot 651 of that certain plat entitled "Sierra Gardens Unit No. 14" as shown on the map filed in Book K of Maps, at Page 33, Placer County Records, also being the lands of Joey L. Stetson and Lisa A. Stetson as said lands are described in that certain document recorded January 27, 2012 as Document No. 2012-0007309, Official Records, Placer County Records, said real property being described as follows:

BEGINNING at a point in the southeasterly line of said lot, from which point the southeasterly corner of said lot bears North 53°12'08" East 315.84 feet: thence along said southeasterly line South 53°12'08" West 19.35 feet to the most southerly corner of said lot; thence along the general southwesterly line of said lot the following two (2) courses:

- 1) North 72°06'43" West 173.16 feet;
- 2) North 26°23'48" West 22.77 feet to the most westerly corner of said lot;

thence along the northerly line of said lot North 64°40'50" East 20.47 feet to a point thereon, from which point the northerly corner of said lot bears North 64°40'50" East 427.16 feet; thence leaving said northerly line South 34°21'12" East 1.88 feet to the beginning of a non-tangent curve, concave northeasterly, having a radius of 91.50 feet, to which beginning a radial line bears South 55°03'31" West; thence southeasterly along said curve, through a central angle of 39°31'46", an arc distance of 63.13 feet (said curve being subtended by a chord which bears South 54°42'23" East 61.88 feet); thence South 74°28'16" East 124.39 feet to the beginning of a curve, concave southerly, having a radius of 278.50 feet; thence southeasterly along said curve, through a central angle of 00°06'20", an arc distance of 0.51 feet (said curve being subtended by a chord which bears South 74°25'06" East 0.51 feet) to the **POINT OF BEGINNING**.

Containing 2,776 square feet, more or less.

The bearings and distances used in the above description are based on the California Coordinate System of 1983, CCS83, Zone 2 (2010.00 Epoch). Multiply grid distances shown by 1.00006881 to obtain ground level distances.

A Portion of Placer County
APN 469-070-007
Joey L. Stetson and Lisa A. Stetson
Fee Acquisition
December 21, 2022
Page 2 of 1

The above-described real property is identified as "Fee Acquisition Area" on the plat
labeled "Exhibit B" attached hereto and made a part hereof.

End of Description



EXHIBIT "B"

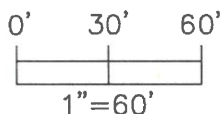
NOTES:

- 1) THE BEARINGS AND DISTANCES SHOWN HEREON ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983 (CCS83), ZONE 2 (2010.00 EPOCH). MULTIPLY GRID DISTANCES SHOWN BY 1.00006881 TO OBTAIN GROUND LEVEL DISTANCES.
- 2) ALL RECORD REFERENCES ARE PLACER COUNTY RECORDS.
- 3) TITLE REPORT USED: PLACER TITLE COMPANY. ORDER NO. P-512272 DATED AUGUST 3, 2021.
- 4) EASEMENTS SHOWN HAVE BEEN LIMITED TO THOSE THAT ENCUMBER THE ACQUISITION AREA SHOWN.

LEGEND

- o Dimension Point
- Sq. Ft. Square feet
- O.R. Official Records
- P.O.B. Point of Beginning
- (R) Radial
- Existing Road R/W Line
- Property Line
- Existing Easement Line

 Fee Acquisition Area



**FEE ACQUISITION
AREA = 2,776 Sq. Ft. ±**

R=91.50'
Δ=39°31'46"
L=63.13'
Chd=S54°42'23"E
61.88'

S55°03'31"W(R)
S34°21'12"E
1.88'

**DETAIL
N.T.S.**

N64°40'50"E
20.47'

R=91.50'
Δ=39°31'46"
L=63.13'
Chd=S54°42'23"E
61.88'

S55°03'31"W(R)
S34°21'12"E
1.88'

N64°40'50"E
20.47'

INGRESS EGRESS EASEMENT
1849 O.R. 159

**1211 MALLARD
LANE**
APN 469-070-007
**JOEY L. STETSON
&
LISA A. STETSON**
DOC. NO.
2012-0007309, O.R.
LOT 651
K MAPS 33

APN 469-070-008
THE BARNES
FAMILY REV. TRUST
LOT 652

10' WIDE
SEWER EASEMENT
2824 O.R. 551

R=278.50'
Δ=00°06'20"
L=0.51'
Chd=S74°25'06"E
0.51'

10' WIDE SEWER
EASEMENT
856 O.R. 246
(PARCEL II)

20' WIDE ROADWAY
EASEMENT
862 O.R. 143

P.O.B.

S53°12'08"W
19.35'

**DETAIL
N.T.S.**

R=278.50'
Δ=00°06'20"
L=0.51'
Chd=S74°25'06"E
0.51'

LINDA CREEK
APN 469-070-001
CITY OF ROSEVILLE

S74°28'16"E
124.39'

S53°12'08"W
19.35'

JOEY L. STETSON AND LISA A. STETSON
APN: 469-070-007

CITY OF ROSEVILLE

COUNTY OF PLACER

STATE OF CALIFORNIA

DATE: 12/21/2022

SCALE: 1" = 60'

DRWN. BY: TRS CHK. BY: JAL

SHEET 1 OF 1

Plotted: Dec/21/2022 11:58 AM | By: Tim.schooss

DWG: P:\6ROS013800\SURVEY\LEGALS\APN 469-070-007\Exhibits\APN469-070-007_Fee.dwg

PSOMAS

1075 Creekside Ridge Drive, Suite 200
Roseville, CA 95678
(916) 788-8122 (916) 788-0600 (FAX)

ACKNOWLEDGMENT

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

State of California)
) ss
County of _____)

On _____ before me, _____, Notary Public
(Date) (Name of Notary)

personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(Notary Signature)

ATTACHMENT 2

Recorded at the Request of and:
When Recorded Return To:

City of Roseville
Attention: City Clerk
311 Vernon Street
Roseville, CA 95678

DOCUMENTARY TRANSFER TAX: \$ None

Space above this line is for Recorder's Use

 Computed on the consideration or value of property conveyed; OR

 Computed on the consideration or value less liens or encumbrances
remaining at time of sale.

"Record without fee subject to Gov't Code 6103
Recordation required to complete chain of title and is
exempt from payment of documentary tax in
accordance with R&T Code 11922"

**NON EXCLUSIVE INGRESS/EGRESS AND MAINTENANCE
EASEMENT**

Assessor's Parcel No: 469-070-007

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **Joey L. Stetson and Lisa A. Stetson, husband and wife as joint tenants ("Grantor")** hereby grants to the, **City of Roseville, a Municipal Corporation ("Grantee")** a non-exclusive easement for ingress/egress and maintenance purposes in, on, under, over, along and across that certain real property in the City of Roseville, County of Placer, State of California, described in Exhibit A and shown on and delineated on Exhibit B, both of which are attached hereto and by this reference made a part hereof.

Reserving unto the Grantor herein, their successors or assigns a non-exclusive easement for ingress and egress over that portion of the land described in Exhibit A and shown on and delineated on Exhibit B.

Said easement is reserved for the benefit of and is appurtenant to lots 633-638 inclusive and lots 641 through 653 inclusive, of said Sierra Gardens Unit No. 14.

Also reserving unto the Grantor herein, their successors or assigns, a non-exclusive easement in gross for ingress and egress over that portion of the land described in Exhibit A and shown on and delineated on Exhibit B, together with the right to grant and convey said easement to such persons or entities as Grantor herein may desire, without regard to number.

Grantor hereby acknowledges that the Grantee's maintenance responsibilities is reserved only for the maintenance of City-owned facilities.

FOR: APN 469-070-007
1211 Mallard Ln, Roseville, CA 95661

Dated: _____

Joey L. Stetson and Lisa A. Stetson, husband and wife as joint tenants

By: Seller

Name: Joey Stetson

Title: husband

By: Seller

Name: Lisa Stetson

Title: Wife

EXHIBIT "A"
INGRESS/EGRESS/MAINTENANCE EASEMENT
LEGAL DESCRIPTION

A portion of that real property situate in the City of Roseville, County of Placer, State of California, in Section 7, Township 10 North, Range 7 East, Mount Diablo Meridian, being Lot 651 of that certain plat entitled "Sierra Gardens Unit No. 14" as shown on the map filed in Book K of Maps, at Page 33, Placer County Records, also being the lands of Joey L. Stetson and Lisa A. Stetson as said lands are described in that certain document recorded January 25, 2012 as Document No. 2012-0007309, Official Records, Placer County Records, said real property being described as follows:

BEGINNING at a point in the southeasterly line of said lot, from which point the southeasterly corner of said lot bears North 53°12'08" East 315.84 feet, said point being the beginning of a non-tangent curve, concave southerly, having a radius of 278.50 feet, to which beginning a radial line bears North 15°38'05" East; thence from said point of beginning, leaving last said line, northerly along said curve, through a central angle of 00°06'20", an arc distance of 0.51 feet (said curve being subtended by a chord which bears North 74°25'06" West 0.51 feet); thence North 74°28'16" West 124.39 feet to the beginning of a curve, concave northeasterly, having a radius of 91.50 feet; thence northwesterly along said curve, through a central angle of 39°31'46", an arc distance of 63.13 feet (said curve being subtended by a chord which bears North 54°42'23" West 61.88 feet); thence North 34°21'12" West 1.88 feet to a point in the northerly line of said lot; thence along said northerly line North 64°40'50" East 15.20 feet to a point thereon, from which point the northerly corner of said lot bears North 64°40'50" East 427.16 feet, said point also being the beginning of a non-tangent curve, concave northeasterly, having a radius of 76.50 feet, to which beginning a radial line bears South 54°33'45" West; thence leaving last said line, southeasterly along said curve, through a central angle of 39°02'01", an arc distance of 52.12 feet (said curve being subtended by a chord which bears South 54°57'15" East 51.11 feet); thence South 74°28'16" East 124.39 feet to the beginning of a curve, concave southerly, having a radius of 293.50 feet; thence easterly along said curve, through a central angle of 02°19'32", an arc distance of 11.91 feet (said curve being subtended by a chord which bears South 73°18'30" East 11.91 feet) to a point on said southeasterly line; thence along last said line South 53°12'08" West 18.65 feet to the **POINT OF BEGINNING**.

Containing 2,838 square feet, more or less.

The bearings and distances used in the above description are based on the California Coordinate System of 1983, CCS83, Zone 2 (2010.00 Epoch). Multiply grid distances shown by 1.00006881 to obtain ground level distances.

The above-described real property is identified as "Ingress/Egress/Maintenance Easement Area" on the plat labeled "Exhibit B" attached hereto and made a part hereof.

End of Description



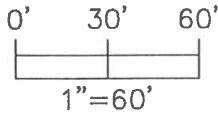
EXHIBIT "B"

NOTES:

- 1) THE BEARINGS AND DISTANCES SHOWN HEREON ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983 (CCS83), ZONE 2 (2010.00 EPOCH). MULTIPLY GRID DISTANCES SHOWN BY 1.00006881 TO OBTAIN GROUND LEVEL DISTANCES.
- 2) ALL RECORD REFERENCES ARE PLACER COUNTY RECORDS.
- 3) TITLE REPORT USED: PLACER TITLE COMPANY. ORDER NO. P-512272 DATED AUGUST 3, 2021.
- 4) EASEMENTS SHOWN HAVE BEEN LIMITED TO THOSE THAT ENCUMBER THE ACQUISITION AREA SHOWN.

LEGEND

- o Dimension Point
- Sq. Ft. Square feet
- O.R. Official Records
- P.O.B. Point of Beginning
- (R) Radial
- Existing Road R/W Line
- Property Line
- Existing Easement Line
- Ingress/Egress/Maintenance Easement



INGRESS EGRESS EASEMENT
1849 O.R. 159

**INGRESS/EGRESS/
MAINTENANCE EASEMENT**
AREA = 2,838 Sq. Ft. ±

R=76.50'
Δ=39°02'01"
L=52.12'
Chd=S54°57'15"E
51.11'

S54°33'45"W(R)
N64°40'50"E
15.20'

SEE DETAIL "B"
SHEET 2

R=91.50'
Δ=39°31'46"
L=63.13'
Chd=N54°42'23"W
61.88'

SEE DETAIL "A"
SHEET 2

LINDA CREEK
APN 469-070-001
CITY OF ROSEVILLE

1211 MALLARD LANE
APN 469-070-007
JOEY L. STETSON & LISA A. STETSON
DOC. NO. 2012-0007309, O.R. LOT 651
K MAPS 33

APN 469-070-006
EMILY & MATTHEW BALDWIN
LOT 650

APN 469-070-008
THE BARNES FAMILY REV. TRUST
LOT 652

10' WIDE SEWER EASEMENT
2824 O.R. 551

R=293.50'
Δ=02°19'32"
L=11.91'
Chd=S73°18'30"E
11.91'

10' WIDE SEWER EASEMENT
856 O.R. 246 (PARCEL II)

20' WIDE ROADWAY EASEMENT
862 O.R. 143

S53°12'08"W
18.65'
N15°38'05"E(R)

P.O.B.

R=278.50'
Δ=00°06'20"
L=0.51'
Chd=N74°25'06"W
0.51'

JOEY L. STETSON AND LISA A. STETSON
APN: 469-070-007

CITY OF ROSEVILLE

COUNTY OF PLACER

STATE OF CALIFORNIA

DATE: 12/21/2022

SCALE: 1" = 60'

DRWN. BY: TRS CHK. BY: JAL

SHEET 1 OF 2

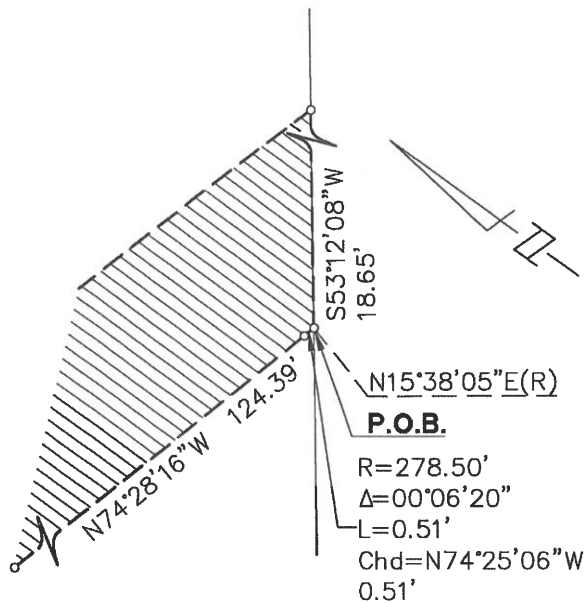
Plotted: Dec/21/2022 1:05 PM | By: Tim.schooss

DWG: P:\6ROS013800\SURVEY\LEGALS\APN 469-070-007\Exhibits\APN469-070-007_Access.dwg

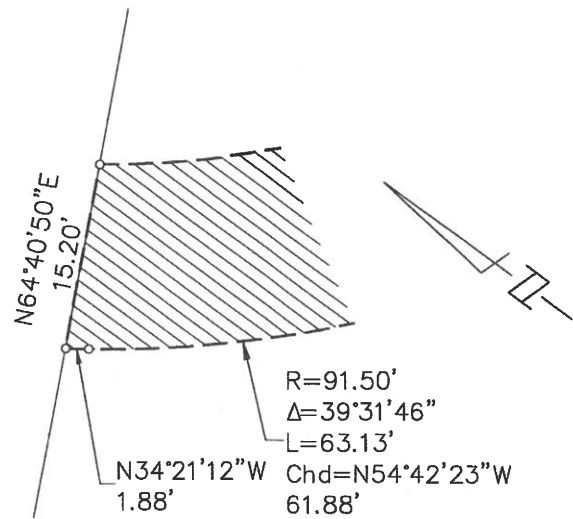
PSOMAS

1075 Creekside Ridge Drive, Suite 200
Roseville, CA 95678
(916) 788-8122 (916) 788-0600 (FAX)

EXHIBIT "B"



DETAIL "A"
N.T.S



DETAIL "B"
N.T.S

JOEY L. STETSON AND LISA A. STETSON
APN: 469-070-007

CITY OF ROSEVILLE

COUNTY OF PLACER

STATE OF CALIFORNIA

DATE: 12/21/2022

SCALE: N/A

DRWN. BY: TRS CHK. BY: JAL

SHEET 2 OF 2

Plotted: Dec/21/2022 1:05 PM | By: Tim.schooss

DWG: P:\6ROS013800\SURVEY\LEGALS\APN 469-070-007\Exhibits\APN469-070-007_Access.dwg

PSOMAS

1075 Creekside Ridge Drive, Suite 200
Roseville, CA 95678
(916) 788-8122 (916) 788-0600 (FAX)

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.

Page 18

RESOLUTION NO. 23-035

APPROVING AN AGREEMENT FOR ACQUISITION OF REAL PROPERTY AND
ESCROW INSTRUCTIONS, BY AND BETWEEN THE CITY OF ROSEVILLE AND
CHARLES THOMAS ECKSTROM IV AND JENNIFER ECKSTROM, AND AUTHORIZING
THE CITY MANAGER TO EXECUTE IT AND ALL RELATED ESCROW DOCUMENTS
ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, an agreement for acquisition of real property and escrow instructions for the purchase of a portion of the property located at 1403 Mallard Lane (APN No. 469-070-002) in Roseville, CA, by and between the City of Roseville and Charles Thomas Eckstrom IV and Jennifer Eckstrom, 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 and all related escrow documents on behalf of the City of Roseville; and

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 2023, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

PARCEL NO.: 469-070-002

TITLE REPORT NO.: P-512234

PROJECT: ROSEVILLE DRY CREEK GREENWAY EAST PROJECT

**AGREEMENT FOR ACQUISITION OF REAL PROPERTY
(ESCROW INSTRUCTIONS)**

THIS AGREEMENT is entered into this _____ day of _____, 2022 by and between the CITY OF ROSEVILLE, a Municipal Corporation (hereinafter called "Buyer"), and Charles Thomas Eckstrom IV and Jennifer Eckstrom, husband and wife as joint tenants, (hereinafter called "Seller") for acquisition by Buyer of one Partial Property Acquisition in fee and one Ingress/Egress and Maintenance Easement over real property hereinafter set forth.

IT IS HEREBY MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. **AGREEMENT TO SELL AND PURCHASE.** Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, upon the terms and for the consideration set forth in this agreement, the following interest(s) in property, all situated in the City of Roseville, County of Placer, State of California:

- A. Partial Property Acquisition in fee (Attached as Attachment 1); and
- B. Non-Exclusive Ingress/Egress and Maintenance Easement (Attached as Attachment 2)

The legal description of each interest is identified in the referenced attachment(s), which are hereby incorporated by reference.

2. **PURCHASE PRICE.** The total purchase price, payable in cash through escrow, shall be the sum of:

THIRTEEN THOUSAND EIGHT HUNDRED AND 00/100 DOLLARS
(\$13,800.00)

The total purchase price includes: acquisition value of the property interests identified in Section 1.

3. **CONVEYANCE OF TITLE.** Seller agrees to convey the fee interest by Grant Deed and the easement by Easement Deed. Seller agrees to convey to Buyer marketable fee title and easements free and clear of all recorded and unrecorded liens, encumbrances, assessments, easements, leases, and taxes EXCEPT:

- A. All taxes for the current fiscal year prorated as per Section 6 hereinafter.
- B. Quasi-public utility, public alley, public street easements, and rights of way of record.
- C. Preliminary Title Report to be provided by Placer Title Company and approved in Escrow.

4. **POSSESSION.** It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this contract, the right of possession and use of the subject property by Buyer, including the right to remove and dispose of improvements, shall commence on the date the amount of funds as specified in Section 2 herein are deposited into the escrow controlling this transaction. The amount

shown in Section 2 herein includes, but is not limited to, full payment for such possession and use, including damages, if any, from said date.

5. TITLE INSURANCE POLICY. Escrow Agent shall, following recording of deeds to Buyer, provide Buyer with CLTA Standard Coverage Policy of Title Insurance in the amount of \$13,800.00 issued by Placer Title Company showing the title to the property vested in Buyer, subject only to the exceptions set forth in Section 3 and the printed exceptions and stipulations in said policy. Buyer agrees to pay the premium charged therefore.

6. ESCROW. Buyer agrees to open an escrow in accordance with this Agreement at Placer Title Company, 1508 Eureka Road, Suite 150 Roseville, CA 95661 (916) 782-3711. This Agreement constitutes the joint escrow instructions of Buyer and Seller, and Escrow Agent (Tracy Murphy) to whom these instructions are delivered is hereby empowered to act under this Agreement. The parties hereto agree to do all acts necessary to close this escrow in the shortest possible time.

Seller agrees to deposit with Escrow Agent prior to the Close of Escrow original, fully executed and acknowledged deeds prepared by Escrow Agent and any other customary agreements, consents, or documents reasonably necessary to effectuate the purchase of the subject property. Buyer agrees to deposit the purchase price and **certificate of acceptance** upon demand of Escrow Agent.

Insurance policies for fire or casualty are not to be transferred, and Seller will cancel its own policies after close of escrow.

All funds received in this escrow shall be deposited with other escrow funds in a general escrow account(s) and may be transferred to any other such escrow trust account in any State or National Bank doing business in the State of California. All disbursements shall be made either by check or wire transfer from such account.

ESCROW AGENT IS AUTHORIZED AND IS INSTRUCTED TO COMPLY WITH THE FOLLOWING TAX ADJUSTMENT PROCEDURE:

- A. Pay and charge Seller for any unpaid delinquent taxes and/or penalties and interest thereon, and for any delinquent or non-delinquent assessments or bonds against the property;
- B. In the event this escrow closes between July 1 and November 1, and current tax information is not available from title insurer, Escrow Agent is instructed to withhold from Seller's proceeds an amount equal to 120% of the prorated amount due based upon the previous fiscal year's second half tax bill. At such time that the tax information is available, Escrow Agent shall make a check payable to the County Tax Collector for Seller's prorated portion of taxes and forward the same to the Buyer and shall refund any difference to the Seller. In the event the amount withheld is not sufficient to pay Seller's prorated portion of taxes due, the Seller herein agrees to immediately pay the difference;

In the event said tax information is available, Seller's taxes shall be prorated in accordance with Paragraph "C" below.

- C. From the date that tax information is available, as per Paragraph "B" hereinabove, up to and including June 30th, Seller's current taxes, if unpaid, shall be prorated to date of close of escrow on the basis of a 365 day year in accordance with Tax Collector's proration requirements, together with penalties and interest, if said current taxes are unpaid after December 10 and/or April 10. At close of escrow, a check payable to the County Tax Collector for Seller's prorata portion of taxes shall be forwarded to Buyer with closing statement;
- D. Any taxes which have been paid by Seller, prior to opening of this escrow, shall not be prorated between Buyer and Seller, but Seller shall have the sole right, after close of escrow, to apply to the County Tax Collector of said county for a refund. This refund would apply to the period after Buyer's acquisition, pursuant to Revenue and Taxation Code Section 5096.7.

ESCROW AGENT IS AUTHORIZED TO, AND SHALL:

- E. Pay and charge Seller, upon Seller's written approval, for any amount necessary to place title in the condition necessary to satisfy Section 3 of this Agreement, excluding any penalty for prepayment to any lienholder in compliance with Section 1265.240 of the Code of Civil Procedure ("Eminent Domain Law");
- F. Pay and charge Buyer for any escrow fees, charges, and costs payable under Section 6 of this Agreement;
- G. Disburse funds and deliver deeds when conditions of this escrow have been fulfilled by Buyer and Seller.

The term "close of escrow", if and where written in these instructions, shall mean the date that all necessary instruments of conveyance are recorded in the office of the County Recorder. Recordation of instruments delivered through this escrow is authorized if necessary or proper in the issuance of said policy of title insurance.

All time limits within which any matter herein specified is to be performed may be extended by mutual agreement of the parties hereto. Any amendment of, or supplement to, any instructions must be in writing.

TIME IS OF THE ESSENCE IN THESE INSTRUCTIONS AND ESCROW IS TO CLOSE AS SOON AS POSSIBLE. The parties hereto agree to perform all acts reasonably necessary to close this escrow within one hundred twenty (120) days following the opening of escrow.

Responsibility for Escrow Agent under this Agreement is expressly limited to Sections 1, 2, 3, 4, 5, 6, 7, 10, 11, 12, and 18 and to its liability under any policy of title insurance issued in regard to this transaction.

7. **ESCROW FEES, CHARGES AND COSTS.** Buyer agrees to pay all Buyer's and Seller's usual fees, charges, and costs which arise in this escrow.

8. FENCING. During construction, Buyer agrees that if any damage occurs to, or relocation is required of the fence located on the property that is due to the ongoing construction, the Buyer will restore the fence to its original condition, or relocate the fence as necessary.

9. RENTAL AND OCCUPANCY BY SELLER. Seller warrants that there are no oral or written leases on all or any portion of property.

10. PERMISSION TO ENTER ON PREMISES. Seller hereby grants to Buyer, or its authorized agents, permission to enter upon the Property at all reasonable times prior to close of escrow for the purpose of making necessary or appropriate inspections. It is understood that Buyer and its contractors will indemnify Seller and hold them harmless from any and all liability for bodily injury, death and property damage arising out of or in any way connected with such inspections, and reimburse Seller for all costs, expenses and loss, including attorney's fees, incurred by them in consequence of any claims, demands and causes of action which may be made or brought against them arising out of such inspections. Buyer shall provide the Seller a forty-eight (48) hours written notice before entering the property. However, Buyer shall have no obligation to indemnify Seller for any loss, liability, or damage caused by the negligence of the Seller, or any of Seller's employees, agents, or authorized users, including, but not limited to, tenants, invitees or permittees.

11. COUNTERPARTS. This Agreement may be executed in counterparts, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original, and all such counterparts together shall constitute one and the same instrument.

12. CLOSING STATEMENT. Seller instructs Escrow Agent to release a copy of Seller's statement to Buyer, whose address is 311 Vernon St, Roseville, CA 95678; purpose being to ascertain if any reimbursements are due Seller.

13. LOSS OR DAMAGE TO IMPROVEMENTS. Loss or damage to the real property or any improvements thereon, by fire or other casualty, occurring prior to the recordation of the deeds shall be at the risk of Seller. In the event that loss or damage to the real property or any improvements thereon, by fire or other casualty, occurs prior to the recordation of the deeds, Buyer may elect to require that the Seller pay to Buyer the proceeds of any insurance which may become payable to Seller by reason thereof, or to permit such proceeds to be used for the restoration of the damage done, or to reduce the total price by an amount equal to the diminution in value of said property by reason of such loss or damage or the amount of insurance payable to Seller, whichever is greater.

14. EMINENT DOMAIN DISMISSAL. Seller and Buyer acknowledge that this transaction is a negotiated settlement in lieu of condemnation, and Seller hereby agrees and consents to the dismissal or abandonment of any eminent domain action in the Superior Court of the State of California in and for the County of Placer, wherein the herein described property is included and also waives any and all claims to any money on deposit in said action and further waives all attorney's fees, costs, disbursements, and expenses incurred in connection therewith. If, prior to the close of the execution of this transaction, Seller is served with a Summons and Complaint in Eminent Domain in which Seller is a named defendant, upon the closing of this transaction, Seller agrees and consents to Buyer taking a Default in said action.

15. WARRANTIES, REPRESENTATIONS, AND COVENANTS OF SELLER. Seller hereby

warrants, represents, and/or covenants to Buyer that:

- A. To the best of Seller's knowledge, there are no actions, suits, material claims, legal proceedings, or any other proceedings affecting the property or any portion thereof, at law, or in equity before any court or governmental agency, domestic or foreign.
- B. To the best of Seller's knowledge, there are no encroachments onto the property by improvements on any adjoining property, nor do any buildings or improvements encroach on other properties.
- C. Until the closing, Seller shall maintain the property in good condition and state of repair and maintenance, and shall perform all of its obligations under any service contracts or other contracts affecting the property.
- D. Until the closing, Seller shall not do anything which would impair Seller's title to any of the property.
- E. To the best of Seller's knowledge, neither the execution of this Agreement nor the performance of the obligations herein will conflict with, or breach any of the provisions of any bond, note, evidence of indebtedness, contract, lease, or other agreement or instrument to which Seller's property may be bound.
- F. Until the closing, Seller shall, upon learning of any fact or condition which would cause any of the warranties and representations in this Section 14 (Warranties, Representations, and Covenants of Seller) not to be true as of closing, immediately give written notice of such fact or condition to Buyer.

16. **HAZARDOUS WASTE.** Neither Seller nor, to the best of Seller's knowledge, any previous owner, tenant, occupant, or user of the Property used, generated, released, discharged, stored, or disposed of any hazardous waste, toxic substances, or related materials ("Hazardous Materials") on, under, in, or about the Property, or transported any Hazardous Materials to or from the Property. Seller shall not cause or permit the presence, use, generation, release, discharge, storage, or disposal of any Hazardous Materials on, under, in, or about, or the transportation of any Hazardous Materials to or from, the Property. The term "Hazardous Material" shall mean any substance, material, or waste which is or becomes regulated by any local governmental authority, the State of California, or the United States Government, including, but not limited to, any material or substance which is (i) defined as a "hazardous waste", "extremely hazardous waste", or "restricted hazardous waste" under Section 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law), (ii) defined as "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act), (iii) defined as a "hazardous material", "hazardous substance", or "hazardous waste" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory), (iv) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances), (v) petroleum, (vi) asbestos, (vii) polychlorinated biphenyls, (viii) listed under Article 9 or defined as "hazardous" or "extremely hazardous" pursuant to Article 11 of Title 22 of the California Administrative Code, Division 4, Chapter

20, (ix) designated as a "hazardous substances" pursuant to Section 311 of the Clean Water Act, (33 U.S.C. S1317), (x) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. S6901 et seq. (42 U.S.C. S6903) or (xi) defined as a "hazardous substances" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, as amended by Liability Act, 42. U.S.C. S9601 et seq. (42 U.S.C. S9601).

17. COMPLIANCE WITH ENVIRONMENTAL LAWS. To the best of Seller's knowledge the Property complies with all applicable laws and governmental regulations including, without limitation, all applicable federal, state, and local laws pertaining to air and water quality, hazardous waste, waste disposal, and other environmental matters, including, but not limited to, the Clean Water, Clean Air, Federal Water Pollution Control, Solid Waste Disposal, Resource Conservation Recovery and Comprehensive Environmental Response Compensation and Liability Acts, and the California Environment Quality Act, and the rules, regulations, and ordinances of the city within which the subject property is located, the California Department of Health Services, the Regional Water Quality Control Board, the State Water Resources Control Board, the Environmental Protection Agency, and all applicable federal, state, and local agencies and bureaus.

18. INDEMNITY. Seller agrees to indemnify, defend and hold Buyer harmless from and against any claim, action, suit, proceeding, loss, cost, damage, liability, deficiency, fine, penalty, punitive damage, or expense (including, without limitation, attorneys' fees), resulting from, arising out of, or based upon (i) the presence, release, use, generation, discharge, storage, or disposal of any Hazardous Material on, under, in or about, or the transportation of any such materials to or from, the Property, or (ii) the violation, or alleged violation, of any statute, ordinance, order, rule, regulation, permit, judgment, or license relating to the use, generation, release, discharge, storage, disposal, or transportation of Hazardous Materials on, under, in, or about, to or from, the Property. This indemnity shall include, without limitation, any damage, liability, fine, penalty, punitive damage, cost, or expense arising from or out of any claim, action, suit or proceeding for personal injury (including sickness, disease, or death, tangible or intangible property damage, compensation for lost wages, business income, profits or other economic loss, damage to the natural resource or the environment, nuisance, pollution, contamination, leak, spill, release, or other adverse effect on the environment). This indemnity extends only to liability created prior to or up to the date this escrow shall close. Seller shall not be responsible for acts or omissions to act post close of this escrow.

19. CONTINGENCY. It is understood and agreed between the parties hereto that the completion of this transaction, and the escrow created hereby, is contingent upon the specific acceptance and approval from the Buyer herein.

20. WAIVER OF CLAIMS. Seller acknowledges that the acquisition of the property by Buyer is for a public purpose, and therefore, the property is otherwise subject to taking by the power of eminent domain. Seller acknowledges that this transaction is a negotiated settlement in lieu of condemnation and agrees that the purchase price to be paid herein shall constitute full and fair compensation and consideration for any and all claims that Seller may have against Buyer by reason of the acquisition, improvement, possession, use and/or occupancy of the property, and Seller hereby waives any and all claims, including, but not limited to, claims for attorney's fees, pre-condemnation damages, severance damages, business goodwill, relocation assistance, or any other claim.

21. GENERAL PROVISIONS. The terms and conditions, covenants, and agreements set forth

herein shall apply to and bind the heirs, executors, administrators, assigns and successors of the parties hereto.

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

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.

This Agreement contains the entire agreement between both parties, neither party relies upon any warranty or representation not contained in this Agreement.

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 Seller has caused this Agreement to be executed.

BUYER

CITY OF ROSEVILLE, a
Municipal Corporation

BY: _____

NAME: _____

TITLE: _____

MAILING ADDRESS OF BUYER

311 Vernon Street
Roseville, CA 95678

MAILING ADDRESS OF SELLER

1403 Mallard Lane
Roseville, CA 95661

ATTEST:

BY: _____

City Clerk

APPROVED AS TO FORM:

BY: _____

City Attorney

APPROVED AS TO SUBSTANCE:

BY: _____

Public Works Director

SELLER

Charles Thomas Eckstrom IV and Jennifer
Eckstrom, husband and wife as joint tenants

BY: Charles Thomas Eckstrom IV

NAME: Charles Thomas Eckstrom IV

TITLE: Husband

BY: Jennifer Eckstrom

NAME: Jennifer Eckstrom

TITLE: wife

ATTACHMENT 1

Recorded at the Request of and:
When Recorded Return To:

City of Roseville
Attention: City Clerk
311 Vernon Street
Roseville, CA 95678

DOCUMENTARY TRANSFER TAX: \$ None

Space above this line is for Recorder's Use

 Computed on the consideration or value of property conveyed; OR

 Computed on the consideration or value less liens or encumbrances
remaining at time of sale.

"Record without fee subject to Gov't Code 6103
Recordation required to complete chain of title and is
exempt from payment of documentary tax in
accordance with R&T Code 11922"

GRANT DEED

Assessor's Parcel No: 469-070-002

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **Charles Thomas Eckstrom IV and Jennifer Eckstrom, husband and wife as joint tenants, ("Grantor")** hereby grants to the **City of Roseville, a Municipal Corporation ("Grantee")** all that real property together with the right title and interest in the City of Roseville, County of Placer, State of California, described in Exhibit A and shown on and delineated on Exhibit B, both of which are attached hereto and by this reference made a part hereof.

Dated: _____

Charles Thomas Eckstrom IV and Jennifer
Eckstrom, husband and wife as joint tenants

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

FOR: APN 469-070-002
1403 Mallard Ln, Roseville, CA 95661

EXHIBIT "A"
FEE ACQUISITION
LEGAL DESCRIPTION

A portion of that real property situate in the City of Roseville, County of Placer, State of California, in Section 7, Township 10 North, Range 7 East, Mount Diablo Meridian, being Lot 646 of that certain plat entitled "Sierra Gardens Unit No. 14" as shown on the map filed in Book K of Maps, at Page 33, Placer County Records, also being the lands of Charles Thomas Eckstrom IV and Jennifer Eckstrom as said lands are described in that certain document recorded April 2, 2012 as Document No. 2012-0028760, Official Records, Placer County Records, said real property being described as follows:

PARCEL A

BEGINNING at a point in the southerly line of said lot, from which point the southeasterly corner of said lot bears North 80°50'24" East 356.57 feet; thence from said point of beginning along said southerly line South 80°50'24" West 4.43 feet to the southwesterly corner of said lands; thence along the westerly line of said lands North 11°00'52" West 25.96 feet to a point thereon, said point hereinafter referred to as Point "A", said point also being the beginning of a non-tangent curve, concave easterly, having a radius of 91.50 feet, to which beginning a radial line bears South 77°37'12" West; thence leaving last said line, southerly along said curve, through a central angle of 15°18'38", an arc distance of 24.45 feet (said curve being subtended by a chord which bears South 20°02'07" East 24.38 feet); thence South 27°41'26" East 2.11 feet to the **POINT OF BEGINNING**.

Containing 41 square feet, more or less.

PARCEL B

BEGINNING at a point in said westerly line, from which point, along said westerly line, the hereinabove described Point "A" bears the following two (2) courses:

- 1) South 16°54'20" East 6.22 feet;
- 2) South 11°00'52" East 20.79 feet;

thence from said point of beginning, along said westerly line North 16°54'20" West 40.49 feet to the northwesterly corner thereof; thence along the northerly line of said lot North 80°50'24" East 3.21 feet to a point thereon, from which point the northeasterly corner of said lot bears North

80°50'24" East 365.61 feet; thence leaving last said line South 12°22'13" East 40.18 feet the

POINT OF BEGINNING.

Containing 64 square, feet more or less.

The bearings and distances used in the above description are based on the California Coordinate System of 1983, CCS83, Zone 2 (2010.00 Epoch). Multiply grid distances shown by 1.00006881 to obtain ground level distances.

The above-described real property is identified as "Fee Acquisition Area" on the plat labeled "Exhibit B" attached hereto and made a part hereof.

End of Description



EXHIBIT "B"

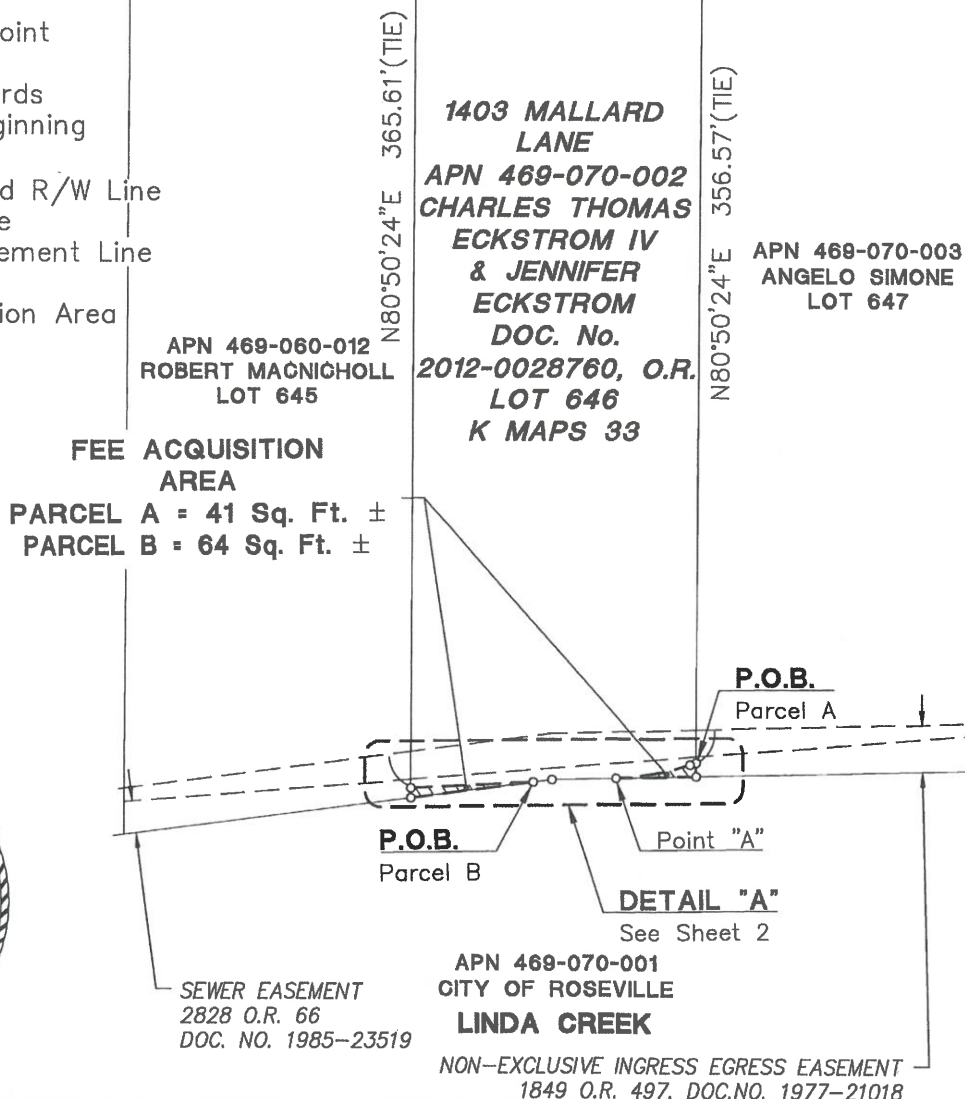
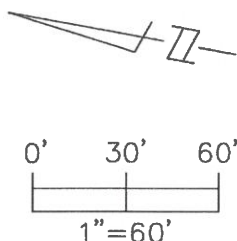
MALLARD LANE

NOTES:

- 1) THE BEARINGS AND DISTANCES SHOWN HEREON ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983 (CCS83), ZONE 2 (2010.00 EPOCH). MULTIPLY GRID DISTANCES SHOWN BY 1.00006881 TO OBTAIN GROUND LEVEL DISTANCES.
- 2) ALL RECORD REFERENCES ARE PLACER COUNTY RECORDS.
- 3) TITLE REPORT USED: PLACER TITLE COMPANY. ORDER NO. P-512234 DATED AUGUST 3, 2021.
- 4) EASEMENTS SHOWN HAVE BEEN LIMITED TO THOSE THAT ENCUMBER THE ACQUISITION AREA SHOWN.

LEGEND

- o Dimension Point
- Sq. Ft. Square feet
- O.R. Official Records
- P.O.B. Point of Beginning
- (R) Radial
- Existing Road R/W Line
- Property Line
- - - Existing Easement Line
-  Fee Acquisition Area



CHARLES ECKSTROM IV AND JENNIFER ECKSTROM
APN: 469-070-002

CITY OF ROSEVILLE

COUNTY OF PLACER

STATE OF CALIFORNIA

DATE: 12/21/2022

SCALE: 1" = 60'

DRWN. BY: TRS CHK. BY: JAL

SHEET 1 OF 2

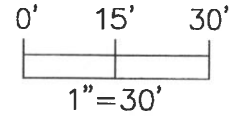
PSOMAS

1075 Creekside Ridge Drive, Suite 200
 Roseville, CA 95678
 (916) 788-8122 (916) 788-0600 (FAX)

Plotted: Dec/21/2022 2:16 PM | By: Tim.schooss

DWG: P:\6ROS013800\SURVEY\LEGALS\APN 469-070-002\Exhibits\APN469-070-002_Fee.dwg

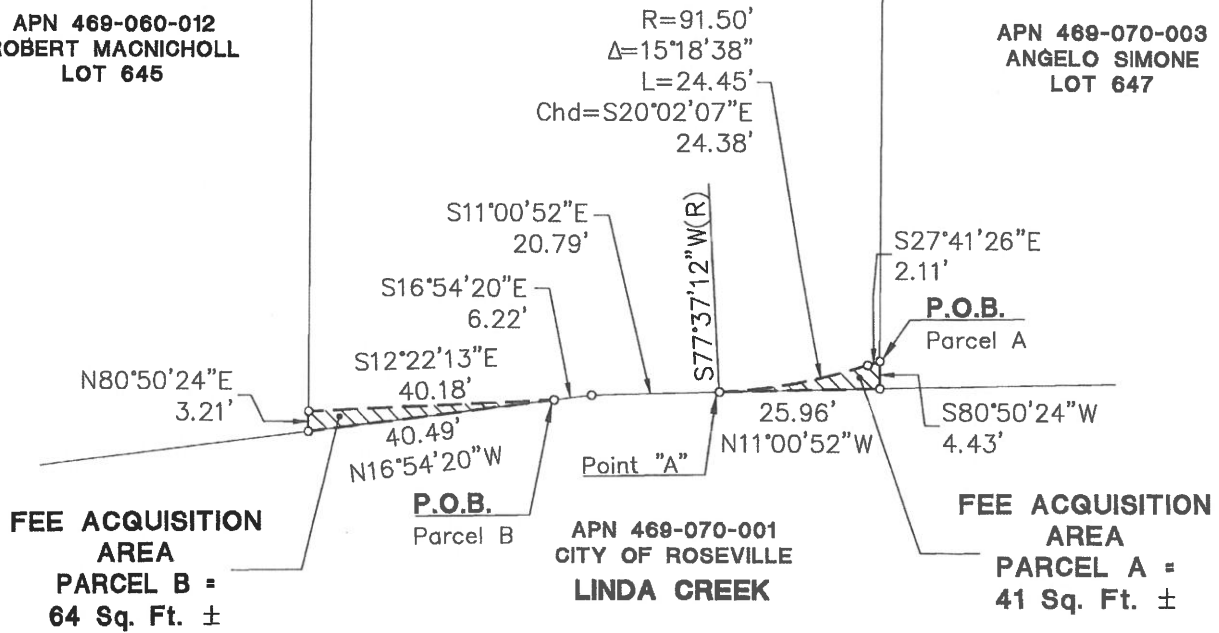
EXHIBIT "B"



**1403 MALLARD
LANE
APN 469-070-002
CHARLES THOMAS
ECKSTROM IV
& JENNIFER
ECKSTROM
DOC. No.
2012-0028760, O.R.
LOT 646
K MAPS 33**

**APN 469-060-012
ROBERT MACNICHOLL
LOT 645**

**APN 469-070-003
ANGELO SIMONE
LOT 647**



DETAIL "A"
1"=30'

CHARLES ECKSTROM IV AND JENNIFER ECKSTROM APN: 469-070-002

CITY OF ROSEVILLE

COUNTY OF PLACER

STATE OF CALIFORNIA

DATE: 12/21/2022

SCALE: 1" = 30'

DRWN. BY: TRS CHK. BY: JAL

SHEET 2 OF 2

PSOMAS

1075 Creekside Ridge Drive, Suite 200
Roseville, CA 95678
(916) 788-8122 (916) 788-0600 (FAX)

Plotted: Dec/21/2022 2:45 PM | By: Tim.schooss

DWG: P:\6ROS013800\SURVEY\LEGALS\APN 469-070-002\Exhibits\APN469-070-002_Fee.dwg

ACKNOWLEDGMENT

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

State of California)
) ss
County of _____)

On _____ before me, _____, Notary Public
(Date) (Name of Notary)

personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(Notary Signature)

ATTACHMENT 2

Recorded at the Request of and:
When Recorded Return To:

City of Roseville
Attention: City Clerk
311 Vernon Street
Roseville, CA 95678

DOCUMENTARY TRANSFER TAX: \$ None

Space above this line is for Recorder's Use

☐ Computed on the consideration or value of property conveyed; OR

☐ Computed on the consideration or value less liens or encumbrances
remaining at time of sale.

"Record without fee subject to Gov't Code 6103
Recordation required to complete chain of title and is
exempt from payment of documentary tax in
accordance with R&T Code 11922"

NON EXCLUSIVE INGRESS/EGRESS AND MAINTENANCE EASEMENT

Assessor's Parcel No: 469-070-002

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **Charles Thomas Eckstrom IV and Jennifer Eckstrom, husband and wife as joint tenants, ("Grantor")** hereby grants to the, **City of Roseville, a Municipal Corporation ("Grantee")** a non-exclusive easement for ingress/egress and maintenance purposes in, on, under, over, along and across that certain real property in the City of Roseville, County of Placer, State of California, described in Exhibit A and shown on and delineated on Exhibit B, both of which are attached hereto and by this reference made a part hereof.

Reserving unto the Grantor herein, their successors or assigns a non-exclusive easement for ingress and egress over that portion of the land described in Exhibit A and shown on and delineated on Exhibit B.

Said easement is reserved for the benefit of and is appurtenant to lots 633-638 inclusive and lots 641 through 653 inclusive, of said Sierra Gardens Unit No. 14.

Also reserving unto the Grantor herein, their successors or assigns, a non-exclusive easement in gross for ingress and egress over that portion of the land described in Exhibit A and shown on and delineated on Exhibit B, together with the right to grant and convey said easement to such persons or entities as Grantor herein may desire, without regard to number.

Grantor hereby acknowledges that the Grantee's maintenance responsibilities is reserved only for the maintenance of City-owned facilities.

FOR: APN 469-070-002
1403 Mallard Ln, Roseville, CA 95661

Dated: _____

Charles Thomas Eckstrom IV and Jennifer
Eckstrom, husband and wife as joint tenants

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

EXHIBIT "A"
INGRESS/EGRESS/MAINTENANCE EASEMENT
LEGAL DESCRIPTION

A portion of that real property situate in the City of Roseville, County of Placer, State of California, in Section 7, Township 10 North, Range 7 East, Mount Diablo Meridian, being Lot 646 of that certain plat entitled "Sierra Gardens Unit No. 14" as shown on the map filed in Book K of Maps, at Page 33, Placer County Records, also being the lands of Charles Thomas Eckstrom IV and Jennifer Eckstrom as said lands are described in that certain document recorded April 2, 2012 as Document No. 2012-0028760, Official Records, Placer County Records, said real property being described as follows:

BEGINNING at a point in the southerly line of said lot, from which point the southeasterly corner of said lot bears North 80°50'24" East 356.57 feet; thence from said point of beginning leaving said southerly line North 27°41'26" West 2.11 feet to the beginning of a curve, concave easterly, having a radius of 91.50 feet; thence northerly along said curve, through a central angle of 15°18'38", an arc distance of 24.45 feet (said curve being subtended by a chord which bears North 20°02'07" West 24.38 feet) to a point in the westerly line of said lot; thence along last said line the follow two (2) courses:

- 1) North 11°00'52" West 20.79 feet;
- 2) North 16°54'20" West 6.22 feet;

thence leaving last said line North 12°22'13" West 40.18 feet to a point in the northerly line of said lands, from which point the northeast corner of said lot bears North 80°50'24" East 365.61 feet; thence along said northerly line North 80°50'24" East 15.02 feet to a point thereon; thence leaving said northerly line South 12°22'13" East 66.30 feet to the beginning of a curve, concave easterly, having a radius of 76.50 feet; thence southerly along said curve, through a central angle of 15°19'13", an arc distance of 20.46 feet (said curve being subtended by a chord which bears South 20°01'50" East 20.39 feet); thence South 27°41'26" East 7.14 feet to a point on said southerly line; thence along said southerly line South 80°50'24" West 15.82 feet to the **POINT OF BEGINNING**.

Containing 1,401 square feet, more or less.

The bearings and distances used in the above description are based on the California Coordinate System of 1983, CCS83, Zone 2 (2010.00 Epoch). Multiply grid distances shown by 1.00006881 to obtain ground level distances.

A Portion of Placer County
APN 469-070-002
Eckstrom
Ingress/Egress/Maintenance Easement
December 21, 2022
Page 2 of 2

The above-described real property is identified as "Ingress/Egress/Maintenance Easement Area" on the plat labeled "Exhibit B" attached hereto and made a part hereof.

End of Description



EXHIBIT "B"

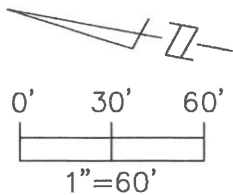
MALLARD LANE

NOTES:

- 1) THE BEARINGS AND DISTANCES SHOWN HEREON ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983 (CCS83), ZONE 2 (2010.00 EPOCH). MULTIPLY GRID DISTANCES SHOWN BY 1.00006881 TO OBTAIN GROUND LEVEL DISTANCES.
- 2) ALL RECORD REFERENCES ARE PLACER COUNTY RECORDS.
- 3) TITLE REPORT USED: PLACER TITLE COMPANY. ORDER NO. P-512234 DATED AUGUST 3, 2021.
- 4) EASEMENTS SHOWN HAVE BEEN LIMITED TO THOSE THAT ENCUMBER THE ACQUISITION AREA SHOWN.

LEGEND

o	Dimension Point
Sq. Ft.	Square feet
O.R.	Official Records
P.O.B.	Point of Beginning
(R)	Radial
---	Existing Road R/W Line
---	Property Line
---	Existing Easement Line
	Ingress/Egress/Maintenance Easement



**INGRESS/EGRESS/
MAINTENANCE EASEMENT
AREA = 1,401 Sq. Ft. ±**

APN 469-060-012
ROBERT MACNICHOLL
LOT 645

**1403 MALLARD
LANE
APN 469-070-002
CHARLES THOMAS
ECKSTROM IV
& JENNIFER
ECKSTROM
DOC. No.
2012-0028760, O.R.
LOT 646
K MAPS 33**

APN 469-070-003
ANGELO SIMONE
LOT 647

N80°50'24"E
15.02'

S12°22'13"E
66.30'

S27°41'26"E
7.14'

S80°50'24"W
15.82'

N12°22'13"W 40.18'
N16°54'20"W 6.22'
N11°00'52"W 20.79'

APN 469-070-001
CITY OF ROSEVILLE
LINDA CREEK

SEWER EASEMENT
2828 O.R. 66
DOC. NO. 1985-23519

P.O.B.
N27°41'26"W
2.11'
R=91.50'
Δ=15°18'38"
L=24.45'
Chd=N20°02'07"W
24.38'

NON-EXCLUSIVE INGRESS EGRESS EASEMENT
1849 O.R. 497, DOC.NO. 1977-21018

**CHARLES ECKSTROM IV AND JENNIFER ECKSTROM
APN: 469-070-002**

CITY OF ROSEVILLE

COUNTY OF PLACER

STATE OF CALIFORNIA

DATE: 12/19/2022

SCALE: 1" = 60'

DRWN. BY: TRS CHK. BY: JAL

SHEET 1 OF 1

PSOMAS

1075 Creekside Ridge Drive, Suite 200
Roseville, CA 95678
(916) 788-8122 (916) 788-0600 (FAX)

Plotted: Dec/19/2022 9:27 AM | By: Tim.schooss
DWG: P:\6ROS013800\SURVEY\LEGALS\APN 469-070-002\Exhibits\APN469-070-002_Access.dwg

ACKNOWLEDGMENT

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

State of California)
) ss
County of _____)

On _____ before me, _____, Notary Public
(Date) (Name of Notary)

personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(Notary Signature)

RESOLUTION NO. 23-036

APPROVING AN AGREEMENT FOR ACQUISITION OF REAL PROPERTY AND
ESCROW INSTRUCTIONS, BY AND BETWEEN THE CITY OF ROSEVILLE AND DALE
P. MCAFEE AND BRENDA MCAFEE, AND AUTHORIZING THE CITY MANAGER TO
EXECUTE IT AND ALL RELATED ESCROW DOCUMENTS ON BEHALF OF
THE CITY OF ROSEVILLE

WHEREAS, an agreement for acquisition of real property and escrow instructions for the purchase of a portion of the property located at 641 Riverside Avenue (APN No. 472-200-028) in Roseville, CA, by and between the City of Roseville and Dale P. McAfee and Brenda McAfee, 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 and all related escrow documents on behalf of the City of Roseville; and

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 2023, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

PARCEL NO.: 472-200-028
TITLE REPORT NO.: P-500269
PROJECT: ROSEVILLE DRY CREEK GREENWAY EAST PROJECT

**AGREEMENT FOR ACQUISITION OF REAL PROPERTY
(ESCROW INSTRUCTIONS)**

THIS AGREEMENT is entered into this _____ day of _____, 2022 by and between the CITY OF ROSEVILLE, a Municipal Corporation (hereinafter called "Buyer"), and Dale P. McAfee and Brenda McAfee, husband and wife as joint tenants, (hereinafter called "Seller") for acquisition by Buyer of one Partial Property Acquisition in fee over real property hereinafter set forth.

IT IS HEREBY MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. **AGREEMENT TO SELL AND PURCHASE.** Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, upon the terms and for the consideration set forth in this agreement, the following interest(s) in property, all situated in the City of Roseville, County of Placer, State of California:

A. Partial Property Acquisition in fee (Attached as Attachment 1)

The legal description of each interest is identified in the referenced attachment(s), which are hereby incorporated by reference.

2. **PURCHASE PRICE.** The total purchase price, payable in cash through escrow, shall be the sum of:

THREE HUNDRED TWENTY FIVE THOUSAND AND 00/100 DOLLARS
(\$325,000.00)

The total purchase price includes: acquisition value of the property interests identified in Section 1.

3. **CONVEYANCE OF TITLE.** Seller agrees to convey the fee interest by Grant Deed. Seller agrees to convey to Buyer marketable fee title free and clear of all recorded and unrecorded liens, encumbrances, assessments, easements, leases, and taxes EXCEPT:

- A. All taxes for the current fiscal year prorated as per Section 6 hereinafter.
- B. Quasi-public utility, public alley, public street easements, and rights of way of record.
- C. Preliminary Title Report to be provided by Placer Title Company and approved in Escrow.

4. **POSSESSION.** It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this contract, the right of possession and use of the subject property by Buyer, including the right to remove and dispose of improvements, shall commence on the date the amount of funds as specified in Section 2 herein are deposited into the escrow controlling this transaction. The amount shown in Section 2 herein includes, but is not limited to, full payment for such possession and use, including damages, if any, from said date.

5. **TITLE INSURANCE POLICY.** Escrow Agent shall, following recording of deed to Buyer,

provide Buyer with CLTA Standard Coverage Policy of Title Insurance in the amount of \$325,000.00 issued by Placer Title Company showing the title to the property vested in Buyer, subject only to the exceptions set forth in Section 3 and the printed exceptions and stipulations in said policy. Buyer agrees to pay the premium charged therefore.

6. ESCROW. Buyer agrees to open an escrow in accordance with this Agreement at Placer Title Company, 1508 Eureka Road, Suite 150 Roseville, CA 95661 (916) 782-3711. This Agreement constitutes the joint escrow instructions of Buyer and Seller, and Escrow Agent (Tracy Murphy) to whom these instructions are delivered is hereby empowered to act under this Agreement. The parties hereto agree to do all acts necessary to close this escrow in the shortest possible time.

Seller agrees to deposit with Escrow Agent prior to the Close of Escrow original, fully executed and acknowledged deed prepared by Escrow Agent and any other customary agreements, consents, or documents reasonably necessary to effectuate the purchase of the subject property. Buyer agrees to deposit the purchase price and ~~certificate of acceptance~~ upon demand of Escrow Agent.

Insurance policies for fire or casualty are not to be transferred, and Seller will cancel its own policies after close of escrow.

All funds received in this escrow shall be deposited with other escrow funds in a general escrow account(s) and may be transferred to any other such escrow trust account in any State or National Bank doing business in the State of California. All disbursements shall be made either by check or wire transfer from such account.

ESCROW AGENT IS AUTHORIZED AND IS INSTRUCTED TO COMPLY WITH THE FOLLOWING TAX ADJUSTMENT PROCEDURE:

- A. Pay and charge Seller for any unpaid delinquent taxes and/or penalties and interest thereon, and for any delinquent or non-delinquent assessments or bonds against the property;
- B. In the event this escrow closes between July 1 and November 1, and current tax information is not available from title insurer, Escrow Agent is instructed to withhold from Seller's proceeds an amount equal to 120% of the prorated amount due based upon the previous fiscal year's second half tax bill. At such time that the tax information is available, Escrow Agent shall make a check payable to the County Tax Collector for Seller's prorated portion of taxes and forward the same to the Buyer and shall refund any difference to the Seller. In the event the amount withheld is not sufficient to pay Seller's prorated portion of taxes due, the Seller herein agrees to immediately pay the difference;

In the event said tax information is available, Seller's taxes shall be prorated in accordance with Paragraph "C" below.

- C. From the date that tax information is available, as per Paragraph "B" hereinabove, up to and including June 30th, Seller's current taxes, if unpaid, shall be prorated to date of close of escrow on the basis of a 365 day year in accordance with Tax Collector's proration requirements, together with penalties and interest, if said current taxes are

unpaid after December 10 and/or April 10. At close of escrow, a check payable to the County Tax Collector for Seller's prorata portion of taxes shall be forwarded to Buyer with closing statement;

- D. Any taxes which have been paid by Seller, prior to opening of this escrow, shall not be prorated between Buyer and Seller, but Seller shall have the sole right, after close of escrow, to apply to the County Tax Collector of said county for a refund. This refund would apply to the period after Buyer's acquisition, pursuant to Revenue and Taxation Code Section 5096.7.

ESCROW AGENT IS AUTHORIZED TO, AND SHALL:

- E. Pay and charge Seller, upon Seller's written approval, for any amount necessary to place title in the condition necessary to satisfy Section 3 of this Agreement, excluding any penalty for prepayment to any lienholder in compliance with Section 1265.240 of the Code of Civil Procedure ("Eminent Domain Law");
- F. Pay and charge Buyer for any escrow fees, charges, and costs payable under Section 6 of this Agreement;
- G. Disburse funds and deliver deed when conditions of this escrow have been fulfilled by Buyer and Seller.

The term "close of escrow", if and where written in these instructions, shall mean the date that all necessary instruments of conveyance are recorded in the office of the County Recorder. Recordation of instruments delivered through this escrow is authorized if necessary or proper in the issuance of said policy of title insurance.

All time limits within which any matter herein specified is to be performed may be extended by mutual agreement of the parties hereto. Any amendment of, or supplement to, any instructions must be in writing.

TIME IS OF THE ESSENCE IN THESE INSTRUCTIONS AND ESCROW IS TO CLOSE AS SOON AS POSSIBLE. The parties hereto agree to perform all acts reasonably necessary to close this escrow within one hundred twenty (120) days following the opening of escrow.

Responsibility for Escrow Agent under this Agreement is expressly limited to Sections 1, 2, 3, 4, 5, 6, 7, 10, 11, 12, and 18 and to its liability under any policy of title insurance issued in regard to this transaction.

7. ESCROW FEES, CHARGES AND COSTS. Buyer agrees to pay all Buyer's and Seller's usual fees, charges, and costs which arise in this escrow.

8. PARKING AREA. Per the attached parking agreement (Attachment 2), Buyer agrees to allow the Seller, its employees and tenants to use the City owned property (APN: 472-200-030) for the purposes of employee vehicle parking. Buyer will develop the property into a parking lot adjacent to 643 Riverside Avenue property. Buyer will develop the parking area according to their specifications.

Buyer will install the post and cables outlining the parking area. Buyer agrees to construct the parking area before the construction work related to the trail. After installation, the Seller will be responsible for the on-going maintenance and care of the parking area.

9. RENTAL AND OCCUPANCY BY SELLER. Seller warrants that there are no oral or written leases on all or any portion of property.

10. PERMISSION TO ENTER ON PREMISES. Seller hereby grants to Buyer, or its authorized agents, permission to enter upon the Property at all reasonable times prior to close of escrow for the purpose of making necessary or appropriate inspections. It is understood that Buyer and its contractors will indemnify Seller and hold them harmless from any and all liability for bodily injury, death and property damage arising out of or in any way connected with such inspections, and reimburse Seller for all costs, expenses and loss, including attorney's fees, incurred by them in consequence of any claims, demands and causes of action which may be made or brought against them arising out of such inspections. Buyer shall provide the Seller a forty-eight (48) hour written notice before entering the property. However, Buyer shall have no obligation to indemnify Seller for any loss, liability, or damage caused by the negligence of the Seller, or any of Seller's employees, agents, or authorized users, including, but not limited to, tenants, invitees or permittees.

11. COUNTERPARTS. This Agreement may be executed in counterparts, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original, and all such counterparts together shall constitute one and the same instrument.

12. CLOSING STATEMENT. Seller instructs Escrow Agent to release a copy of Seller's statement to Buyer, whose address is 311 Vernon St, Roseville, CA 95678; purpose being to ascertain if any reimbursements are due Seller.

13. LOSS OR DAMAGE TO IMPROVEMENTS. Loss or damage to the real property or any improvements thereon, by fire or other casualty, occurring prior to the recordation of the deed shall be at the risk of Seller. In the event that loss or damage to the real property or any improvements thereon, by fire or other casualty, occurs prior to the recordation of the deed, Buyer may elect to require that the Seller pay to Buyer the proceeds of any insurance which may become payable to Seller by reason thereof, or to permit such proceeds to be used for the restoration of the damage done, or to reduce the total price by an amount equal to the diminution in value of said property by reason of such loss or damage or the amount of insurance payable to Seller, whichever is greater.

14. EMINENT DOMAIN DISMISSAL. Seller and Buyer acknowledge that this transaction is a negotiated settlement in lieu of condemnation, and Seller hereby agrees and consents to the dismissal or abandonment of any eminent domain action in the Superior Court of the State of California in and for the County of Placer, wherein the herein described property is included and also waives any and all claims to any money on deposit in said action and further waives all attorney's fees, costs, disbursements, and expenses incurred in connection therewith. If, prior to the close of the execution of this transaction, Seller is served with a Summons and Complaint in Eminent Domain in which Seller is a named defendant, upon the closing of this transaction, Seller agrees and consents to Buyer taking a Default in said action.

15. WARRANTIES, REPRESENTATIONS, AND COVENANTS OF SELLER. Seller hereby

warrants, represents, and/or covenants to Buyer that:

- A. To the best of Seller's knowledge, there are no actions, suits, material claims, legal proceedings, or any other proceedings affecting the property or any portion thereof, at law, or in equity before any court or governmental agency, domestic or foreign.
- B. To the best of Seller's knowledge, there are no encroachments onto the property by improvements on any adjoining property, nor do any buildings or improvements encroach on other properties.
- C. Until the closing, Seller shall maintain the property in good condition and state of repair and maintenance, and shall perform all of its obligations under any service contracts or other contracts affecting the property.
- D. Until the closing, Seller shall not do anything which would impair Seller's title to any of the property.
- E. To the best of Seller's knowledge, neither the execution of this Agreement nor the performance of the obligations herein will conflict with, or breach any of the provisions of any bond, note, evidence of indebtedness, contract, lease, or other agreement or instrument to which Seller's property may be bound.
- F. Until the closing, Seller shall, upon learning of any fact or condition which would cause any of the warranties and representations in this Section 14 (Warranties, Representations, and Covenants of Seller) not to be true as of closing, immediately give written notice of such fact or condition to Buyer.

16. HAZARDOUS WASTE. Neither Seller nor, to the best of Seller's knowledge, any previous owner, tenant, occupant, or user of the Property used, generated, released, discharged, stored, or disposed of any hazardous waste, toxic substances, or related materials ("Hazardous Materials") on, under, in, or about the Property, or transported any Hazardous Materials to or from the Property. Seller shall not cause or permit the presence, use, generation, release, discharge, storage, or disposal of any Hazardous Materials on, under, in, or about, or the transportation of any Hazardous Materials to or from, the Property. The term "Hazardous Material" shall mean any substance, material, or waste which is or becomes regulated by any local governmental authority, the State of California, or the United States Government, including, but not limited to, any material or substance which is (i) defined as a "hazardous waste", "extremely hazardous waste", or "restricted hazardous waste" under Section 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law), (ii) defined as "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act), (iii) defined as a "hazardous material", "hazardous substance", or "hazardous waste" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory), (iv) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances), (v) petroleum, (vi) asbestos, (vii) polychlorinated biphenyls, (viii) listed under Article 9 or defined as "hazardous" or "extremely hazardous" pursuant to Article 11 of Title 22 of the California Administrative Code, Division 4, Chapter

20, (ix) designated as a "hazardous substances" pursuant to Section 311 of the Clean Water Act, (33 U.S.C. S1317), (x) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. S6901 et seq. (42 U.S.C. S6903) or (xi) defined as a "hazardous substances" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, as amended by Liability Act, 42. U.S.C. S9601 et seq. (42 U.S.C. S9601).

17. COMPLIANCE WITH ENVIRONMENTAL LAWS. To the best of Seller's knowledge the Property complies with all applicable laws and governmental regulations including, without limitation, all applicable federal, state, and local laws pertaining to air and water quality, hazardous waste, waste disposal, and other environmental matters, including, but not limited to, the Clean Water, Clean Air, Federal Water Pollution Control, Solid Waste Disposal, Resource Conservation Recovery and Comprehensive Environmental Response Compensation and Liability Acts, and the California Environment Quality Act, and the rules, regulations, and ordinances of the city within which the subject property is located, the California Department of Health Services, the Regional Water Quality Control Board, the State Water Resources Control Board, the Environmental Protection Agency, and all applicable federal, state, and local agencies and bureaus.

18. INDEMNITY. Seller agrees to indemnify, defend and hold Buyer harmless from and against any claim, action, suit, proceeding, loss, cost, damage, liability, deficiency, fine, penalty, punitive damage, or expense (including, without limitation, attorneys' fees), resulting from, arising out of, or based upon (i) the presence, release, use, generation, discharge, storage, or disposal of any Hazardous Material on, under, in or about, or the transportation of any such materials to or from, the Property, or (ii) the violation, or alleged violation, of any statute, ordinance, order, rule, regulation, permit, judgment, or license relating to the use, generation, release, discharge, storage, disposal, or transportation of Hazardous Materials on, under, in, or about, to or from, the Property. This indemnity shall include, without limitation, any damage, liability, fine, penalty, punitive damage, cost, or expense arising from or out of any claim, action, suit or proceeding for personal injury (including sickness, disease, or death, tangible or intangible property damage, compensation for lost wages, business income, profits or other economic loss, damage to the natural resource or the environment, nuisance, pollution, contamination, leak, spill, release, or other adverse effect on the environment). This indemnity extends only to liability created prior to or up to the date this escrow shall close. Seller shall not be responsible for acts or omissions to act post close of this escrow.

19. CONTINGENCY. It is understood and agreed between the parties hereto that the completion of this transaction, and the escrow created hereby, is contingent upon the specific acceptance and approval from the Buyer herein.

20. WAIVER OF CLAIMS. Seller acknowledges that the acquisition of the property by Buyer is for a public purpose, and therefore, the property is otherwise subject to taking by the power of eminent domain. Seller acknowledges that this transaction is a negotiated settlement in lieu of condemnation and agrees that the purchase price to be paid herein shall constitute full and fair compensation and consideration for any and all claims that Seller may have against Buyer by reason of the acquisition, improvement, possession, use and/or occupancy of the property, and Seller hereby waives any and all claims, including, but not limited to, claims for attorney's fees, pre-condemnation damages, severance damages, business goodwill, relocation assistance, or any other claim.

21. GENERAL PROVISIONS. The terms and conditions, covenants, and agreements set forth

hereto.

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

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.

This Agreement contains the entire agreement between both parties, neither party relies upon any warranty or representation not contained in this Agreement.

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 Seller has caused this Agreement to be executed.

BUYER

CITY OF ROSEVILLE, a
Municipal Corporation

BY: _____

NAME: _____

TITLE: _____

MAILING ADDRESS OF BUYER

311 Vernon Street
Roseville, CA 95678

MAILING ADDRESS OF SELLER

3200 Cobalt Ct
Rocklin, CA 95677

ATTEST:

BY: _____
City Clerk

APPROVED AS TO FORM:

BY: _____
City Attorney

APPROVED AS TO SUBSTANCE:

BY: _____
Public Works Director

SELLER

Dale P. McAfee and Brenda McAfee, husband and
wife as joint tenants

BY: _____

NAME: Dale mcafee

TITLE: owner

BY: _____

NAME: Brenda mcafee

TITLE: owner

ATTACHMENT 1

Recorded at the Request of and:
When Recorded Return To:

City of Roseville
Attention: City Clerk
311 Vernon Street
Roseville, CA 95678

DOCUMENTARY TRANSFER TAX: \$ None

Space above this line is for Recorder's Use

☐ Computed on the consideration or value of property conveyed; OR

☐ Computed on the consideration or value less liens or encumbrances
remaining at time of sale.

"Record without fee subject to Gov't Code 6103
Recordation required to complete chain of title and is
exempt from payment of documentary tax in
accordance with R&T Code 11922"

GRANT DEED

Assessor's Parcel No: 472-200-028

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **Dale P. McAfee and Brenda McAfee, husband and wife as joint tenants, ("Grantor")** hereby grants to the **City of Roseville, a Municipal Corporation ("Grantee")** all that real property together with the right title and interest in the City of Roseville, County of Placer, State of California, described in Exhibit A and shown on and delineated on Exhibit B, both of which are attached hereto and by this reference made a part hereof.

Dated: _____

Dale P. McAfee and Brenda McAfee, husband
and wife as joint tenants

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

FOR: APN 472-200-028
641 Riverside Ave, Roseville, CA 95678

EXHIBIT "A"
FEE ACQUISITION
LEGAL DESCRIPTION

A portion of that real property situate in the City of Roseville, County of Placer, State of California, in Section 11, Township 10 North, Range 6 East, Mount Diablo Meridian, being the lands of Dale P. McAfee and Brenda McAfee as said lands are described in that certain document recorded January 18, 2005 as Document No. 2005-0005686, Official Records, Placer County Records, said real property being described as follows:

BEGINNING at a point on the northerly line of said lands, from which point the northwesterly corner of said lands bears South 89°50'33" West 202.56 feet; thence from said point of beginning, along last said line North 89°50'33" East 103.94 feet to the northeasterly corner thereof; thence along the easterly line of said lands South 00°48'27" East 100.00 feet to the southeasterly corner thereof; thence along the southerly line of said lands South 89°50'33" West 102.92 feet to a point thereon, from which point the southwesterly corner of said lands bears South 89°50'33" West 203.58 feet; thence leaving said southerly line North 00°13'15" West 94.59 feet; thence North 20°56'22" West 5.78 feet to the **POINT OF BEGINNING**.

Containing 10,245 square feet, more or less.

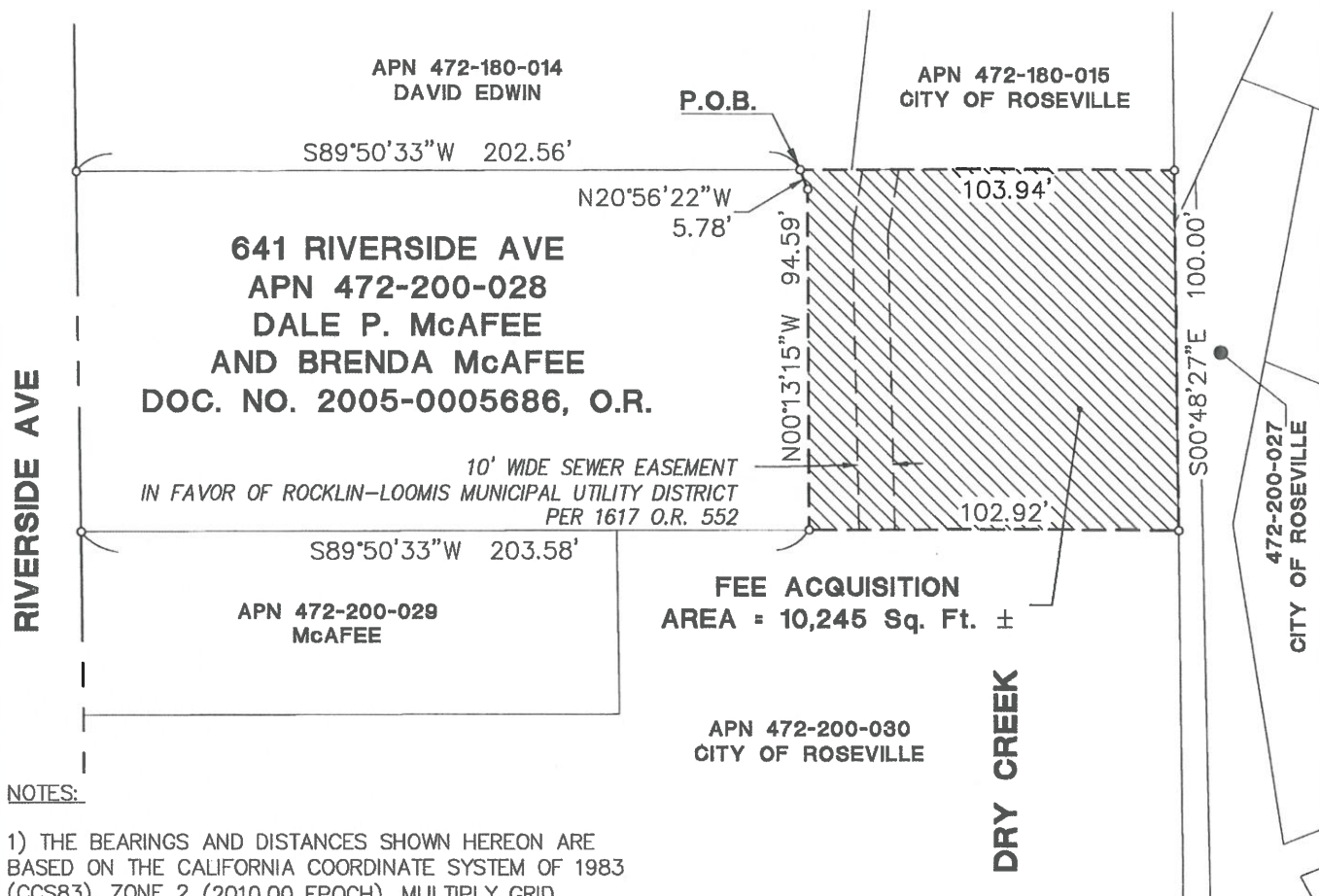
The bearings and distances used in the above description are based on the California Coordinate System of 1983, CCS83, Zone 2 (2010.00 Epoch). Multiply grid distances shown by 1.00006881 to obtain ground level distances.

The above-described real property is identified as "Fee Acquisition Area" on the plat labeled "Exhibit B" attached hereto and made a part hereof.

End of Description



EXHIBIT "B"

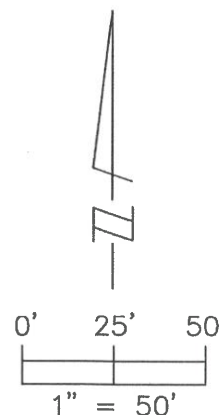


NOTES:

- 1) THE BEARINGS AND DISTANCES SHOWN HEREON ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983 (CCS83), ZONE 2 (2010.00 EPOCH). MULTIPLY GRID DISTANCES SHOWN BY 1.00006881 TO OBTAIN GROUND LEVEL DISTANCES.
- 2) ALL RECORD REFERENCES ARE PLACER COUNTY RECORDS.
- 3) TITLE REPORT USED: PLACER TITLE COMPANY. ORDER NO. P-500269 AMENDED DATED JUNE 8, 2021.
- 4) EASEMENTS SHOWN HAVE BEEN LIMITED TO THOSE THAT ENCUMBER THE ACQUISITION AREA SHOWN.

LEGEND

o	Dimension Point
Sq. Ft.	Square feet
O.R.	Official Records
P.O.B.	Point of Beginning
---	Existing Road R/W Line
---	Property Line
---	Existing Easement Line
	Fee Acquisition Area



DALE P. McAFEE and BRENDA McAFEE
APN: 472-200-028

CITY OF ROSEVILLE

COUNTY OF PLACER

STATE OF CALIFORNIA

DATE: 12/19/2022

SCALE: 1" = 50'

DRWN. BY: TRS CHK. BY: JAL

SHEET 1 OF 1

PSOMAS

1075 Creekside Ridge Drive, Suite 200
Roseville, CA 95678
(916) 788-8122 (916) 788-0600 (FAX)

Plotted: Dec/19/2022 8:47 PM | By: Tim.schooss

DWG: P:\6ROS013800\SURVEY\LEGALS\APN 472-200-028\Exhibits\APN 472-200-028_Fee.dwg

ACKNOWLEDGMENT

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

State of California)
) ss
County of _____)

On _____ before me, _____, Notary Public
(Date) (Name of Notary)

personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(Notary Signature)

ATTACHMENT 2
CITY OF ROSEVILLE
PARKING AGREEMENT

This Agreement is entered into this _____ day of _____ 20____, ("Effective Date") by and between the City of Roseville, a Municipal Corporation (the "Owner") and Dale P. McAfee and Brenda McAfee, husband and wife as joint tenants ("McAfee").

WHEREAS, the Owner owns the subject property located at 645 Riverside Avenue, Roseville, CA 95678 and identified as APN: 472-200-030, as shown on Exhibit "A" attached hereto and incorporated herein by this reference (the "Subject Property"); and

WHEREAS, McAfee, together with its employees and tenants, desire to use the Subject Property for the purposes of employee vehicle parking, and Owner will allow McAfee to use the Subject Property for said purpose;

NOW, THEREFORE, in consideration of the promises, covenants, terms and conditions herein stated, and for other consideration, the receipt and sufficiency of which the parties hereby acknowledge, Owner and McAfee, agree as follows:

1. The Owner hereby grants McAfee, the right to park their personal cars on 645 Riverside Avenue, Roseville, CA 95678, starting at the close of escrow or until this Agreement is recorded. No truck tractor parking is permitted on the Subject Property.
2. The parking rights granted pursuant to this Agreement are conditioned on the following:
 - a. The parking area is approximately 61 ft. x 95 ft. and approximately 5,808 square feet in size.
 - b. McAfee must remove all vegetation from the Subject Property and continually keep the Subject Property free of weeds and vegetation.
 - c. No truck tractor parking is permitted on the Subject Property.
 - d. McAfee is responsible for the on-going maintenance and care of the parking area.
 - e. Prior to the commencement of those rights set forth in Section 1 of this Agreement, McAfee will provide evidence of proof of liability insurance naming the Owner as an additional insured, in the amounts shown in Item 8.
3. McAfee shall comply with all applicable governmental laws, ordinances, rules, and/or regulations in exercising the privileges granted herein, including hours of work permitted by the Owner.
4. This Agreement is subject to all valid rights existing in the Subject Property as of the effective date of this Agreement. Owner reserves all rights to grant others the privilege to use the Subject Property and the parties specifically agree that this Agreement does not grant McAfee any exclusive interest in the Subject Property whatsoever.
5. This Agreement is made with express permission of the FEMA Regional Administrator and is subject to that certain Grant Deed by and between Grantee Jeffrey R. Stowers and Grantee Owner, dated November 18, 2018 and recorded as Document No. 2018-0007184 with the Placer County Recorder (the "Grant Deed"). McAfee agrees to be bound by all applicable restrictions as stated in Exhibit B to the Grant Deed (FEMA Hazardous Mitigation Assistance Program Terms and Conditions), as shown on Exhibit "B" attached hereto and incorporated herein by this reference.

6. This Agreement may be transferred or assigned only with the prior written approval of the FEMA Regional Administrator. Owner will agree to seek written approval from the FEMA Regional Administrator. The property interests contained herein shall revert to Owner in the event that McAfee loses its eligible status under the transfer provisions contained in Exhibit "B."
7. This Agreement may be amended, relocated, terminated, or abandoned in full by written Agreement between the Owner and McAfee.
8. To the full extent authorized by law, McAfee shall indemnify, defend, and hold the Owner, and its officers, directors, agents and employees, harmless from and against any claims, loss, costs, legal action, suits, liability, or expense on account of personal injury to any persons or damage, destruction, or loss of property, occasioned by or resulting from McAfee's use of the rights granted under this Agreement. In this regard, McAfee represents that it has obtained General Liability and Property Damage Insurance in an amount of at least \$2,000,000.00 covering General Liability and \$1,000,000.00 covering Property Damage. Both insurance policies shall name the Owner as an additional insured. This Section shall survive any termination of the Agreement.
9. Any notice to be given or any document to be delivered by any party to any other herein, shall be delivered in person or mailed by certified mail and addressed to the Owner or McAfee at the following addresses:

If to the Owner: City of Roseville, a Municipal Corporation
 311 Vernon Street
 Roseville, CA 95678
 Attn: Jason Shykowski, Public Works Director

If to McAfee: Dale P. McAfee and Brenda McAfee
 3200 Cobalt Court
 Rocklin, CA 95677
 Attn: Dale P. McAfee
10. Should there be any breach under this Agreement, it is agreed that the prevailing party shall be entitled to all costs and reasonable attorney's fees as a result of any action or proceeding under this Agreement.
11. Owner and McAfee agree that this Agreement shall be binding upon, and inure to the benefit of, their successors in interest.
12. This Agreement may be signed in counterparts, each of which so executed shall irrespective of the date of its execution and delivery be deemed an original, and all such counterparts together shall constitute one and the same instrument. Facsimile signatures shall have the same force and effect as original signatures.

IN WITNESS HEREOF, the Owner and McAfee have executed this Agreement as of the date first written above.

"Owner" City of Roseville, a Municipal Corporation
By:

Date:

Jason Shykowski
Title: Public Works Director

"McAfee" Dale P. McAfee and Brenda McAfee,
husband and wife as joint tenants

Date:

By:

Print Name: _____

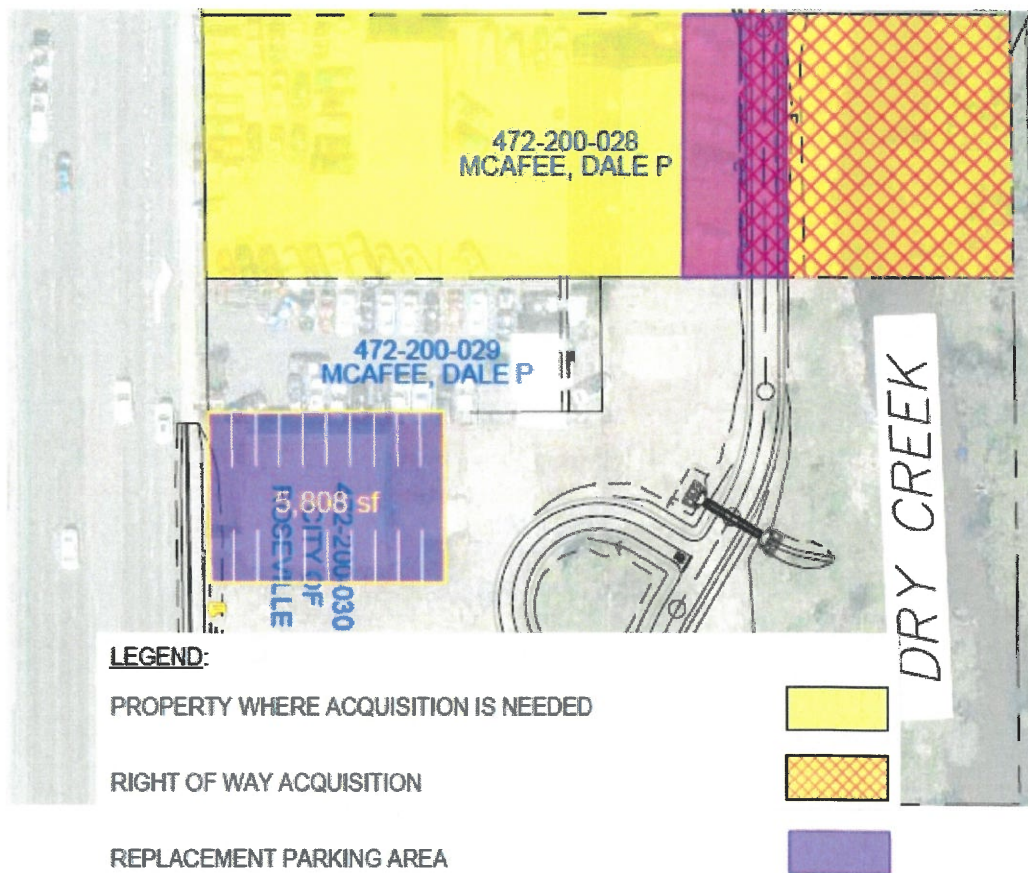
Title: _____

By:

Print Name: _____

Title: _____

EXHIBIT A



REPLACEMENT PARKING AREA Gravel//Aggregate
Base- Scarify and recompact 12" subgrade- Place
tensor geogrid or equal- Place 6" Class 2 Aggregate
Base



EXHIBIT B

Exhibit "B" FEMA Hazardous Mitigation Assistance Program Terms and Conditions

In reference to the property ("Property") conveyed by the Grant Deed described herein, between Tailpipes Smog Test Centers, Inc. participating in the federally-assisted acquisition project ("the Grantor") and the City of Roseville, ("the Grantee"), its successors and assigns hereby agree to the following terms and conditions:

WHEREAS, the Robert T. Stafford Disaster Relief and Emergency Assistance Act, ("The Stafford Act"), 42 U.S.C. § 5121 et seq., identifies the use of pre-disaster mitigation grants under § 5133, Pre-Disaster Mitigation, to assist States and local governments in implementing cost-effective hazard mitigation measures to reduce injuries, loss of life, and damage and destruction of property;

WHEREAS, the mitigation grant program provides a process for a local government, through the State, to apply for federal funds for mitigation assistance to acquire interests in property, including the purchase of structures in the floodplain, to demolish and/or remove the structures, and to maintain the use of the Property as open space in perpetuity.

WHEREAS, the Property is located in the City of Roseville and the City of Roseville participates in the National Flood Insurance Program and is in good standing with NFIP as of the date of the Grant Deed;

WHEREAS, the City of Roseville, acting by and through the City of Roseville City Council, has applied for and been awarded federal funds pursuant to an agreement with the State of California dated March 23, 2017 ("State-Local Agreement"), and herein incorporated by reference, making it a mitigation grant program subgrantee; and

WHEREAS, the terms of the mitigation grant program statutory authorities, Federal program requirements consistent with 44 C.F.R. Part 80, the Grant Agreement, and the State-local Agreement require that the Grantee agree to conditions that restrict the use of the land to open space in perpetuity in order to protect and preserve natural floodplain values.

Now, therefore, the grant is made subject to the following terms and conditions:

1. Terms. Pursuant to the terms of the Pre-Disaster Mitigation program statutory authorities, Federal program requirements consistent with 44 C.F.R. Part 80, the Grant Agreement, and the State-local Agreement, the following conditions and restrictions shall apply in perpetuity to the Property described in the Grant Deed and acquired by the Grantee pursuant to FEMA program requirements concerning the acquisition of property for open space:

a. Compatible uses. The Property shall be dedicated and maintained in perpetuity as open space for the conservation of natural floodplain functions. Such uses may include: parks for outdoor recreational activities; wetlands management; nature reserves; cultivation; grazing; camping (except where adequate warning time is not available to allow evacuation);

unimproved, unpaved parking lots; buffer zones; and other uses consistent with FEMA guidance for open space acquisition, Hazard Mitigation Assistance, Requirements for Property Acquisition and Relocation for Open Space.

b. Structures. No new structures or improvements shall be erected on the Property other than:

i. A public facility that is open on all sides and functionally related to a designated open space or recreational use;

ii. A public rest room; or

iii. A structure that is compatible with open space and conserves the natural function of the floodplain, including the uses described in Paragraph 1.a., above, and approved by the FEMA Administrator in writing before construction of the structure begins.

Any improvements on the Property shall be in accordance with proper floodplain management policies and practices. Structures built on the Property according to paragraph b. of this section shall be flood proofed or elevated to at least the base flood level plus 1 foot of freeboard, or greater, if required by FEMA, or if required by any State, Tribal, or local ordinance, and in accordance with criteria established by the FEMA Administrator.

c. Disaster Assistance and Flood Insurance. No Federal entity or source may provide disaster assistance for any purpose with respect to the Property, nor may any application for such assistance be made to any Federal entity or source. The Property is not eligible for coverage under the NFIP for damage to structures on the property occurring after the date of the property settlement, except for pre-existing structures being relocated off the property as a result of the project.

d. Transfer. The Grantee, including successors in interest, shall convey any interest in the Property only if the FEMA Regional Administrator, through the State, gives prior written approval of the transferee in accordance with this paragraph.

i. The request by the Grantee, through the State, to the FEMA Regional Administrator must include a signed statement from the proposed transferee that it acknowledges and agrees to be bound by the terms of this section, and documentation of its status as a qualified conservation organization if applicable.

ii. The Grantee may convey a property interest only to a public entity or to a qualified conservation organization. However, the Grantee may convey an easement or lease to a private individual or entity for purposes compatible with the uses described in paragraph (a), of this section, with the prior approval of the FEMA Regional Administrator, and so long as the conveyance does not include authority to control and enforce the terms and conditions of this section.

iii. If title to the Property is transferred to a public entity other than one with a conservation mission, it must be conveyed subject to a conservation easement that shall be

recorded with the deed and shall incorporate all terms and conditions set forth in this section, including the easement holder's responsibility to enforce the easement. This shall be accomplished by one of the following means:

a) The Grantee shall convey, in accordance with this paragraph, a conservation easement to an entity other than the title holder, which shall be recorded with the deed, or

b) At the time of title transfer, the Grantee shall retain such conservation easement, and record it with the deed.

iv. Conveyance of any property interest must reference and incorporate the original deed restrictions providing notice of the conditions in this section and must incorporate a provision for the property interest to revert to the State, Tribe, or local government in the event that the transferee ceases to exist or loses its eligible status under this section.

2. Inspection. FEMA, its representatives and assigns including the state or tribe shall have the right to enter upon the Property, at reasonable times and with reasonable notice, for the purpose of inspecting the Property to ensure compliance with the terms of this part, the Property conveyance and of the grant award.

3. Monitoring and Reporting. Every three years on February 1, the Grantee (mitigation grant program subgrantee), in coordination with any current successor in interest, shall submit through the State to the FEMA Regional Administrator a report certifying that the Grantee has inspected the Property within the month preceding the report, and that the Property continues to be maintained consistent with the provisions of 44 C.F.R. Part 80, the property conveyance, and the grant award.

4. Enforcement. The Grantee (mitigation grant program subgrantee), the State, FEMA, and their respective representatives, successors and assigns, are responsible for taking measures to bring the Property back into compliance if the Property is not maintained according to the terms of 44 C.F.R. Part 80, the property conveyance, and the grant award. The relative rights and responsibilities of FEMA, the State, the Grantee, and subsequent holders of the property interest at the time of enforcement, shall include the following:

a. The State will notify the Grantee and any current holder of the property interest in writing and advise them that they have 60 days to correct the violation.

i. If the Grantee or any current holder of the property interest fails to demonstrate a good faith effort to come into compliance with the terms of the grant within the 60-day period, the State shall enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to bringing an action at law or in equity in a court of competent jurisdiction.

ii. FEMA, its representatives, and assignees may enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to 1 or more of the following:

a) Withholding FEMA mitigation awards or assistance from the State or Tribe, and Grantee; and current holder of the property interest.

b) Requiring transfer of title. The Grantee or the current holder of the property interest shall bear the costs of bringing the Property back into compliance with the terms of the grant; or

c) Bringing an action at law or in equity in a court of competent jurisdiction against any or all of the following parties: the State, the Tribe, the local community, and their respective successors.

5. Amendment. This agreement may be amended upon signatures of FEMA, the state, and the Grantee only to the extent that such amendment does not affect the fundamental and statutory purposes underlying the agreement.

6. Severability. Should any provision of this grant or the application thereof to any person or circumstance be found to be invalid or unenforceable, the rest and remainder of the provisions of this grant and their application shall not be affected and shall remain valid and enforceable.

RESOLUTION NO. 23-037

APPROVING AN AGREEMENT FOR ACQUISITION OF REAL PROPERTY AND ESCROW INSTRUCTIONS, BY AND BETWEEN THE CITY OF ROSEVILLE AND DAVID EDWIN SCHMIDT AND JANET LYNN SCHMIDT, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT AND ALL RELATED ESCROW DOCUMENTS ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, an agreement for acquisition of real property and escrow instructions for the purchase of a portion of the properties located at 625 Riverside Avenue and Darling Way (APN Nos. 472-180-013 and 472-180-014) in Roseville, CA, by and between the City of Roseville and David Edwin Schmidt and Janet Lynn Schmidt, 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 and all related escrow documents on behalf of the City of Roseville; and

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 2023, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

PORTION OF PARCEL NOS.: 472-180-013 and 472-180-014
TITLE REPORT NO.: P-500247 AND P-500255
PROJECT: ROSEVILLE DRY CREEK GREENWAY EAST PROJECT

**AGREEMENT FOR ACQUISITION OF REAL PROPERTY
(ESCROW INSTRUCTIONS)**

THIS AGREEMENT is entered into this 21st day of December, 2022 by and between the CITY OF ROSEVILLE, a Municipal Corporation (hereinafter called "Buyer"), and David Edwin Schmidt and Janet Lynn Schmidt, Trustees of the David Edwin and Janet Lynn Schmidt Living Trust dated March 8, 2016, (hereinafter called "Seller") for acquisition by Buyer of one Partial Property Acquisition in fee over real property hereinafter set forth.

IT IS HEREBY MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. **AGREEMENT TO SELL AND PURCHASE.** Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, upon the terms and for the consideration set forth in this agreement, the following interest(s) in property, all situated in the City of Roseville, County of Placer, State of California:

A. Partial Property Acquisition in fee (Attached as Attachment 1)

The legal description of each interest is identified in the referenced attachment(s), which are hereby incorporated by reference.

2. **PURCHASE PRICE.** The total purchase price, payable in cash through escrow, shall be the sum of:

FOUR HUNDRED TWENTY FOUR THOUSAND FIVE HUNDRED AND 00/100 DOLLARS
(\$424,500.00)

The total purchase price includes: acquisition value of the property interests identified in Section 1.

3. **CONVEYANCE OF TITLE.** Seller agrees to convey the fee interest by Grant Deed. Seller agrees to convey to Buyer marketable fee title free and clear of all recorded and unrecorded liens, encumbrances, assessments, easements, leases, and taxes EXCEPT:

- A. All taxes for the current fiscal year prorated as per Section 5 hereinafter.
- B. Quasi-public utility, public alley, public street easements, and rights of way of record.
- C. Preliminary Title Report to be provided by Placer Title Company and approved in Escrow.

4. **POSSESSION.** It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this contract, the right of possession and use of the subject property by Buyer, including the right to remove and dispose of improvements, shall commence on the date the amount of funds as specified in Section 2 herein are deposited into the escrow controlling this transaction. Buyer will not perform any construction work until the close of escrow. The amount shown in Section 2 herein includes, but is not limited to, full payment for such possession and use, including damages, if any, from said date.

5. TITLE INSURANCE POLICY. Escrow Agent shall, following recording of deed to Buyer, provide Buyer with CLTA Standard Coverage Policy of Title Insurance in the amount of \$424,500.00, issued by Placer Title Company showing the title to the property vested in Buyer, subject only to the exceptions set forth in Section 3 and the printed exceptions and stipulations in said policy. Buyer agrees to pay the premium charged therefore.

6. ESCROW. Buyer agrees to open an escrow in accordance with this Agreement at Placer Title Company, 1508 Eureka Road, Suite 150 Roseville, CA 95661 (916) 782-3711. This Agreement constitutes the joint escrow instructions of Buyer and Seller, and Escrow Agent (Tracy Murphy) to whom these instructions are delivered is hereby empowered to act under this Agreement. The parties hereto agree to do all acts necessary to close this escrow in the shortest possible time.

Buyer acknowledges that no survey has been provided of the property. During escrow, Seller intend to survey the property. Buyer and Seller agree that the sale price is contingent on the measurements provided by the Seller surveyor not to exceed a 2% variance in area. If the measurements exceed a 2% difference, the Seller request the opportunity to have the values adjusted in escrow, at the current rate utilized to calculate the sales price.

Seller agrees to deposit with Escrow Agent prior to the Close of Escrow original, fully executed and acknowledged deed prepared by Escrow Agent and any other customary agreements, consents, or documents reasonably necessary to effectuate the purchase of the subject property. Buyer agrees to deposit the purchase price and **certificate of acceptance** upon demand of Escrow Agent.

Insurance policies for fire or casualty are not to be transferred, and Seller will cancel its own policies after close of escrow.

All funds received in this escrow shall be deposited with other escrow funds in a general escrow account(s) and may be transferred to any other such escrow trust account in any State or National Bank doing business in the State of California. All disbursements shall be made either by check or wire transfer from such account.

ESCROW AGENT IS AUTHORIZED AND IS INSTRUCTED TO COMPLY WITH THE FOLLOWING TAX ADJUSTMENT PROCEDURE:

- A. Pay and charge Seller for any unpaid delinquent taxes and/or penalties and interest thereon, and for any delinquent or non-delinquent assessments or bonds against the property;
- B. In the event this escrow closes between July 1 and November 1, and current tax information is not available from title insurer, Escrow Agent is instructed to withhold from Seller's proceeds an amount equal to 120% of the prorated amount due based upon the previous fiscal year's second half tax bill. At such time that the tax information is available, Escrow Agent shall make a check payable to the County Tax Collector for Seller's prorated portion of taxes and forward the same to the Buyer and shall refund any difference to the Seller. In the event the amount withheld is not sufficient to pay Seller's prorated portion of taxes due, the Seller herein agrees to immediately pay the difference;

In the event said tax information is available, Seller's taxes shall be prorated in accordance with Paragraph "C" below.

- C. From the date that tax information is available, as per Paragraph "B" hereinabove, up to and including June 30th, Seller's current taxes, if unpaid, shall be prorated to date of close of escrow on the basis of a 365 day year in accordance with Tax Collector's proration requirements, together with penalties and interest, if said current taxes are unpaid after December 10 and/or April 10. At close of escrow, a check payable to the County Tax Collector for Seller's prorata portion of taxes shall be forwarded to Buyer with closing statement;
- D. Any taxes which have been paid by Seller, prior to opening of this escrow, shall not be prorated between Buyer and Seller, but Seller shall have the sole right, after close of escrow, to apply to the County Tax Collector of said county for a refund. This refund would apply to the period after Buyer's acquisition, pursuant to Revenue and Taxation Code Section 5096.7.

ESCROW AGENT IS AUTHORIZED TO, AND SHALL:

- E. Pay and charge Seller, upon Seller's written approval, for any amount necessary to place title in the condition necessary to satisfy Section 3 of this Agreement, excluding any penalty for prepayment to any lienholder in compliance with Section 1265.240 of the Code of Civil Procedure ("Eminent Domain Law");
- F. Pay and charge Buyer for any escrow fees, charges, and costs payable under Section 6 of this Agreement;
- G. Disburse funds and deliver deed when conditions of this escrow have been fulfilled by Buyer and Seller.

The term "close of escrow", if and where written in these instructions, shall mean the date that all necessary instruments of conveyance are recorded in the office of the County Recorder. Recordation of instruments delivered through this escrow is authorized if necessary or proper in the issuance of said policy of title insurance.

All time limits within which any matter herein specified is to be performed may be extended by mutual agreement of the parties hereto. Any amendment of, or supplement to, any instructions must be in writing.

TIME IS OF THE ESSENCE IN THESE INSTRUCTIONS AND ESCROW IS TO CLOSE AS SOON AS POSSIBLE. The parties hereto agree to perform all acts reasonably necessary to close this escrow within one hundred twenty (120) days following the opening of escrow.

Responsibility for Escrow Agent under this Agreement is expressly limited to Sections 1, 2, 3, 4, 5, 6, 7, 9, 10, 11, and 17 and to its liability under any policy of title insurance issued in regard to this transaction.

- 7. ESCROW FEES, CHARGES AND COSTS. Buyer agrees to pay all Buyer's and Seller's usual fees, charges, and costs which arise in this escrow.

8. RENTAL AND OCCUPANCY BY SELLER. Seller warrants that there are no oral or written leases on all or any portion of property.

9. PERMISSION TO ENTER ON PREMISES. Seller hereby grants to Buyer, or its authorized agents, permission to enter upon the Property at all reasonable times prior to close of escrow solely for the purpose of making necessary or appropriate inspections. Buyer shall provide the Seller a forty- eight (48) hour written notice before entering the property. It is understood that Buyer and its contractors will indemnify Seller and hold them harmless from any and all liability for bodily injury, death and property damage arising out of or in any way connected with such inspections, and reimburse Seller for all costs, expenses and loss, including attorney's fees, incurred by them in consequence of any claims, demands and causes of action which may be made or brought against them arising out of such inspections. However, Buyer shall have no obligation to indemnify Seller for any loss, liability, or damage caused by the negligence of the Seller, or any of Seller's employees, agents, or authorized users, including, but not limited to, tenants, invitees or permittees.

10. COUNTERPARTS. This Agreement may be executed in counterparts, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original, and all such counterparts together shall constitute one and the same instrument.

11. CLOSING STATEMENT. Seller instructs Escrow Agent to release a copy of Seller's statement to Buyer, whose address is 311 Vernon St, Roseville, CA 95678; purpose being to ascertain if any reimbursements are due Seller.

12. LOSS OR DAMAGE TO IMPROVEMENTS. Loss or damage to the real property or any improvements thereon, by fire or other casualty, occurring prior to the recordation of the deed shall be at the risk of Seller. In the event that loss or damage to the real property or any improvements thereon, by fire or other casualty, occurs prior to the recordation of the deed, Buyer may elect to require that the Seller pay to Buyer the proceeds of any insurance which may become payable to Seller by reason thereof, or to permit such proceeds to be used for the restoration of the damage done, or to reduce the total price by an amount equal to the diminution in value of said property by reason of such loss or damage or the amount of insurance payable to Seller, whichever is greater.

13. EMINENT DOMAIN DISMISSAL. Seller and Buyer acknowledge that this transaction is a negotiated settlement in lieu of condemnation, and Seller hereby agrees and consents to the dismissal or abandonment of any eminent domain action in the Superior Court of the State of California in and for the County of Placer, wherein the herein described property is included and also waives any and all claims to any money on deposit in said action and further waives all attorney's fees, costs, disbursements, and expenses incurred in connection therewith.

14. WARRANTIES, REPRESENTATIONS, AND COVENANTS OF SELLER. Seller hereby warrants, represents, and/or covenants to Buyer that:

- A. To the best of Seller's knowledge, there are no actions, suits, material claims, legal proceedings, or any other proceedings affecting the property or any portion thereof, at law, or in equity before any court or governmental agency, domestic or foreign.

- B. To the best of Seller's knowledge, there are no encroachments onto the property by improvements on any adjoining property, nor do any buildings or improvements encroach on other properties.
- C. Until the closing, Seller shall maintain the property in good condition and state of repair and maintenance, and shall perform all of its obligations under any service contracts or other contracts affecting the property.
- D. Until the closing, Seller shall not do anything which would impair Seller's title to any of the property.
- E. To the best of Seller's knowledge, neither the execution of this Agreement nor the performance of the obligations herein will conflict with, or breach any of the provisions of any bond, note, evidence of indebtedness, contract, lease, or other agreement or instrument to which Seller's property may be bound.
- F. Until the closing, Seller shall, upon learning of any fact or condition which would cause any of the warranties and representations in this Section 14 (Warranties, Representations, and Covenants of Seller) not to be true as of closing, immediately give written notice of such fact or condition to Buyer.

15. HAZARDOUS WASTE. Neither Seller nor, to the best of Seller's knowledge, any previous owner, tenant, occupant, or user of the Property used, generated, released, discharged, stored, or disposed of any hazardous waste, toxic substances, or related materials ("Hazardous Materials") on, under, in, or about the Property, or transported any Hazardous Materials to or from the Property. Seller shall not cause or permit the presence, use, generation, release, discharge, storage, or disposal of any Hazardous Materials on, under, in, or about, or the transportation of any Hazardous Materials to or from, the Property. The term "Hazardous Material" shall mean any substance, material, or waste which is or becomes regulated by any local governmental authority, the State of California, or the United States Government, including, but not limited to, any material or substance which is (i) defined as a "hazardous waste", "extremely hazardous waste", or "restricted hazardous waste" under Section 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law), (ii) defined as "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act), (iii) defined as a "hazardous material", "hazardous substance", or "hazardous waste" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory), (iv) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances), (v) petroleum, (vi) asbestos, (vii) polychlorinated biphenyls, (viii) listed under Article 9 or defined as "hazardous" or "extremely hazardous" pursuant to Article 11 of Title 22 of the California Administrative Code, Division 4, Chapter 20, (ix) designated as a "hazardous substances" pursuant to Section 311 of the Clean Water Act, (33 U.S.C. S1317), (x) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. S6901 et seq. (42 U.S.C. S6903) or (xi) defined as a "hazardous substances" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, as amended by Liability Act, 42. U.S.C. S9601 et seq. (42 U.S.C. S9601).

16. COMPLIANCE WITH ENVIRONMENTAL LAWS. To the best of Seller's knowledge the Property complies with all applicable laws and governmental regulations including, without limitation, all applicable federal, state, and local laws pertaining to air and water quality, hazardous waste, waste disposal, and other environmental matters, including, but not limited to, the Clean Water, Clean Air, Federal Water Pollution Control, Solid Waste Disposal, Resource Conservation Recovery and Comprehensive Environmental Response Compensation and Liability Acts, and the California Environment Quality Act, and the rules, regulations, and ordinances of the city within which the subject property is located, the California Department of Health Services, the Regional Water Quality Control Board, the State Water Resources Control Board, the Environmental Protection Agency, and all applicable federal, state, and local agencies and bureaus.

17. INDEMNITY. Seller agrees to indemnify, defend and hold Buyer harmless from and against any claim, action, suit, proceeding, loss, cost, damage, liability, deficiency, fine, penalty, punitive damage, or expense (including, without limitation, attorneys' fees), resulting from, arising out of, or based upon (i) the presence, release, use, generation, discharge, storage, or disposal of any Hazardous Material on, under, in or about, or the transportation of any such materials to or from, the Property, or (ii) the violation, or alleged violation, of any statute, ordinance, order, rule, regulation, permit, judgment, or license relating to the use, generation, release, discharge, storage, disposal, or transportation of Hazardous Materials on, under, in, or about, to or from, the Property. This indemnity shall include, without limitation, any damage, liability, fine, penalty, punitive damage, cost, or expense arising from or out of any claim, action, suit or proceeding for personal injury (including sickness, disease, or death, tangible or intangible property damage, compensation for lost wages, business income, profits or other economic loss, damage to the natural resource or the environment, nuisance, pollution, contamination, leak, spill, release, or other adverse effect on the environment). This indemnity extends only to liability created prior to or up to the date this escrow shall close. Seller shall not be responsible for acts or omissions to act post close of this escrow.

18. CONTINGENCY. It is understood and agreed between the parties hereto that the completion of this transaction, and the escrow created hereby, is contingent upon the specific acceptance and approval from the Buyer herein.

19. WAIVER OF CLAIMS. Seller acknowledges that the acquisition of the property by Buyer is for a public purpose, and therefore, the property is otherwise subject to taking by the power of eminent domain. Seller acknowledges that this transaction is a negotiated settlement in lieu of condemnation and agrees that the purchase price to be paid herein shall constitute full and fair compensation and consideration for any and all claims that Seller may have against Buyer by reason of the acquisition, improvement, possession, use and/or occupancy of the property, and Seller hereby waives any and all claims, including, but not limited to, claims for attorney's fees, pre-condemnation damages, severance damages, business goodwill, relocation assistance, or any other claim.

20. GENERAL PROVISIONS. The terms and conditions, covenants, and agreements set forth herein shall apply to and bind the heirs, executors, administrators, assigns and successors of the parties hereto.

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

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.

This Agreement contains the entire agreement between both parties, neither party relies upon any warranty or representation not contained in this Agreement.

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 Seller has caused this Agreement to be executed.

BUYER

SELLER

CITY OF ROSEVILLE, a
Municipal Corporation

David Edwin Schmidt and Janet Lynn Schmidt,
Trustees of the David Edwin and Janet Lynn
Schmidt Living Trust dated March 8, 2016

BY: _____

BY: David E Schmidt

NAME: _____

NAME: David E Schmidt

TITLE: _____

TITLE: Trustee

MAILING ADDRESS OF BUYER

311 Vernon Street
Roseville, CA 95678

BY: Janet L. Schmidt

NAME: Janet L. Schmidt

MAILING ADDRESS OF SELLER

5707 Palomar Circle
Rocklin, CA 95677

TITLE: Trustee

ATTEST:

12/21/22

BY: _____

City Clerk

APPROVED AS TO FORM:

BY: _____

City Attorney

APPROVED AS TO SUBSTANCE:

BY: [Signature]

Public Works Director

ATTACHMENT 1

Recorded at the Request of and:
When Recorded Return To:

City of Roseville
Attention: City Clerk
311 Vernon Street
Roseville, CA 95678

DOCUMENTARY TRANSFER TAX: \$ None

Space above this line is for Recorder's Use

☐ Computed on the consideration or value of property conveyed; OR

☐ Computed on the consideration or value less liens or encumbrances
remaining at time of sale.

"Record without fee subject to Gov't Code 6103
Recordation required to complete chain of title and is
exempt from payment of documentary tax in
accordance with R&T Code 11922"

GRANT DEED

Assessor's Parcel No: 472-180-013 and 472-180-014

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **David Edwin Schmidt and Janet Lynn Schmidt, Trustees of the David Edwin and Janet Lynn Schmidt Living Trust dated March 8, 2016, ("Grantor")** hereby grants to the **City of Roseville, a Municipal Corporation ("Grantee")** all that real property together with the right title and interest in the City of Roseville, County of Placer, State of California, described in Exhibit A and shown on and delineated on Exhibit B, both of which are attached hereto and by this reference made a part hereof.

Dated: _____

David Edwin Schmidt and Janet Lynn Schmidt,
Trustees of the David Edwin and Janet Lynn
Schmidt Living Trust dated March 8, 2016

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

FOR: Portion of APN 472-180-013 and a Portion of 472-180-014
Darling Way and 625 Riverside Ave. Roseville, CA 95678

EXHIBIT "A"
FEE ACQUISITION
LEGAL DESCRIPTION

A portion of that real property situate in the City of Roseville, County of Placer, State of California, in Section 11, Township 10 North, Range 6 East, Mount Diablo Meridian, being a portion of Parcels B and C of that certain parcel map filed in Book 3 of Parcel Maps, at Page 55, Placer County Records, also being the lands of the David Edwin and Janet Lynn Schmidt Living Trust as said lands are described in that certain document recorded October 18, 2016 as Document No. 2016-0089740, Official Records, Placer County Records, said real property being described as follows:

BEGINNING at a point in the northerly line of said lands, from which point the northwesterly corner of said lands bears South 89°50'33" West 173.56 feet; thence from said point of beginning, along said northerly line North 89°50'33" East 98.43 feet to the northeasterly corner thereof; thence southerly, along the easterly line of said lands the following two (2) courses:

- 1) South 12°43'22" West 153.86 feet to the southeasterly corner of said Parcel B;
- 2) South 06°25'16" West 150.99 feet to the southeasterly corner of said lands;

thence leaving last said line, along the southerly line of said lands South 89°50'33" West 14.44 feet to a point thereon, from which point the southwesterly corner of said lands bears South 89°50'33" West 202.56 feet; thence leaving last said line North 20°56'22" West 59.65 feet; thence North 00°45'50" West 94.22 feet; thence North 08°28'04" West 69.75 feet; thence North 00°15'59" West 80.97 feet to the **POINT OF BEGINNING**.

Containing 17,922 square feet, more or less.

The bearings and distances used in the above description are based on the California Coordinate System of 1983, CCS83, Zone 2 (2010.00 Epoch). Multiply grid distances shown by 1.00006881 to obtain ground level distances.

The above-described real property is identified as "Fee Acquisition Area" on the plat labeled "Exhibit B" attached hereto and made a part hereof.

End of Description



EXHIBIT 'B'

DARLING WAY

S89°50'33"W 173.56'(TIE)

P.O.B.

N89°50'33"E 98.43'

**APN 472-180-012
PCL A (3 PM 55)**

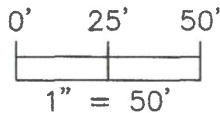
LEGEND

- Dimension Point
- Sq. Ft. Square feet
- O.R. Official Records
- P.O.B. Point of Beginning
- Existing Road R/W Line
- Property Line
- Existing Easement Line
-  Fee Acquisition Area

RIVERSIDE AVE

**DAVID EDWIN &
JANET LYNN SCHMIDT
LIVING TRUST
2016-0089740 O.R.**

**FEE ACQUISITION
AREA = 17,922 Sq. Ft. ±**



**APN 472-180-014
PCL C (3 PM 55)**

**5' PUBLIC UTILITY EASEMENT
PER DOC NO. 1973-2405
& 3 PM 55**

S89°50'33"W 202.56'(TIE)

**APN 472-200-028
McAFEE**

NOTES:

- 1) THE BEARINGS AND DISTANCES SHOWN HEREON ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983 (CCS83), ZONE 2 (2010.00 EPOCH). MULTIPLY GRID DISTANCES SHOWN BY 1.00006881 TO OBTAIN GROUND LEVEL DISTANCES.
- 2) ALL RECORD REFERENCES ARE PLACER COUNTY RECORDS.
- 3) TITLE REPORT USED: PLACER TITLE COMPANY'S ORDER NO. P-500247 DATED JUNE 8, 2021 AND P-500255 DATED JUNE 8, 2021.
- 4) EASEMENTS SHOWN HAVE BEEN LIMITED TO THOSE THAT ENCUMBER THE ACQUISITION AREA SHOWN.

**APN 472-180-013
PCL B (3 PM 55)**

**APN 472-180-015
CITY OF ROSEVILLE
PCL D (3 PM 55)**

DRY CREEK

S89°50'33"W 14.44'



**DAVID EDWIN & JANET LYNN SCHMIDT LIVING TRUST
APN's: 472-180-013 & 472-180-014**

CITY OF ROSEVILLE

COUNTY OF PLACER

STATE OF CALIFORNIA

DATE: 12/16/2022

SCALE: 1" = 50'

DRWN. BY: TRS CHK. BY: JAL

SHEET 1 OF 1

PSOMAS

1075 Creekside Ridge Drive, Suite 200
Roseville, CA 95678
(916) 788-8122 (916) 788-0600 (FAX)

Plotted: Dec/16/2022 4:46 PM | By: Kyle.colhoun
DWG: P:\6ROS013800\SURVEY\LEGALS\APN 472-180-014\Exhibits\APN 472-180-014_Fee.dwg

ACKNOWLEDGMENT

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

State of California)
) ss
County of _____)

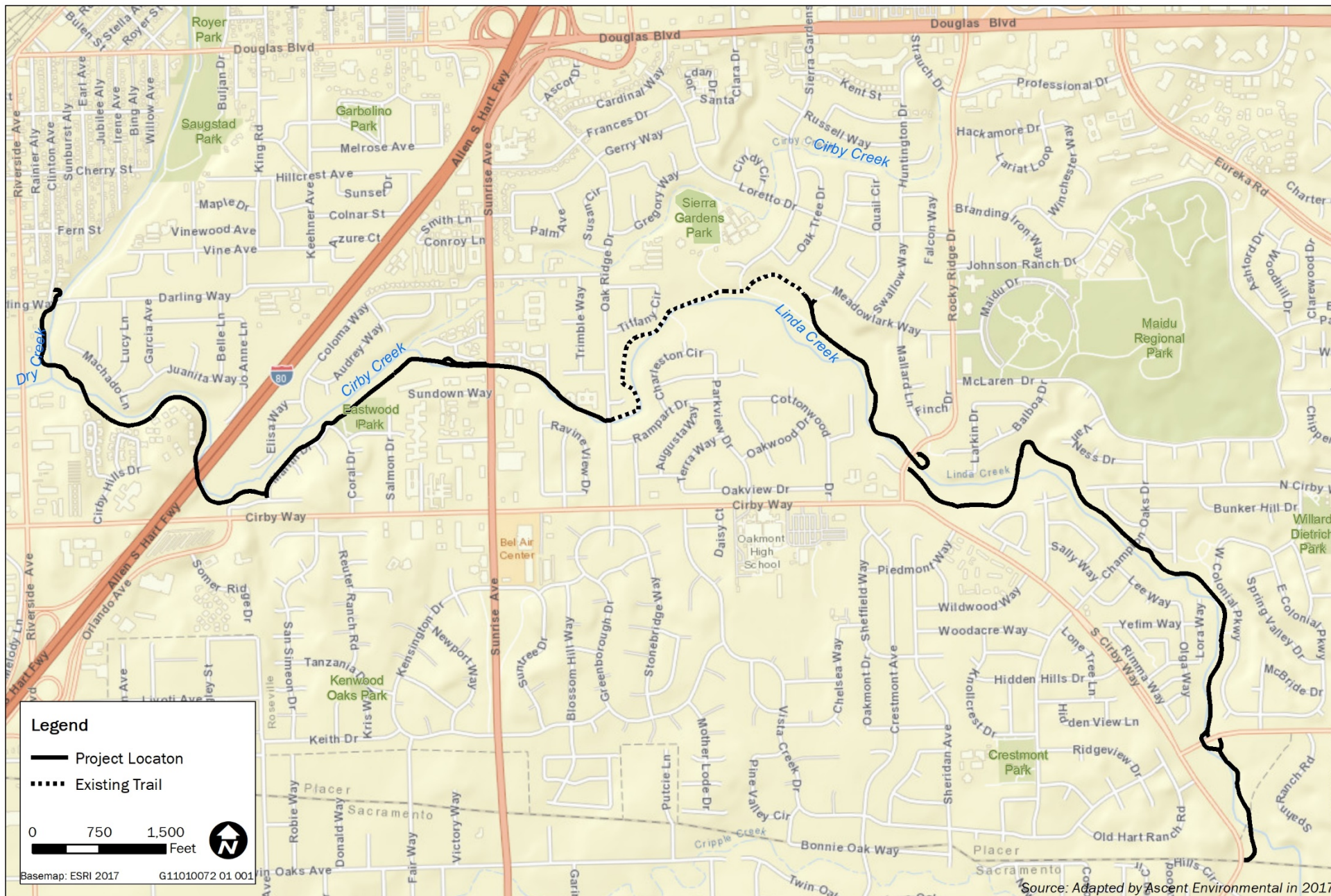
On _____ before me, _____, Notary Public
(Date) (Name of Notary)

personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(Notary Signature)



Dry Creek Greenway East Trail

Project Location





COUNCIL COMMUNICATION

CC #: 2505

File #: 0203-01 & 0214 & 0201-01

Title: Fleet Truck Purchases - Grant Award, Purchase Orders, and Budget Adjustment

Contact: Brandy LeBeau 916-774-5531 blebeau@roseville.ca.us

Meeting Date: 1/18/2023

Item #: 7.28.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution to accept the grant awards from the Placer County Air Pollution Control District in the amount of \$163,215, approve the grant agreements and authorize the City Manager or his Designee to execute the required documents on behalf of the City. Additionally, staff recommends that City Council adopt an ordinance to approve a budget adjustment in the amount of \$163,215.

Sourcewell

Staff recommends City Council approve purchase orders to Dobbs Heavy Duty Holdings LLC dba Western Truck Center for four (4) Autocar CNG trucks with three (3) New Way Sidewinder and one (1) New Way RotoPac automated side-loading bodies utilizing Sourcewell contract# 060920-ATC for the Autocar chassis and Sourcewell contract# 091219-NWY for the New Way bodies as replacements for Fleet ID 15-420, 15-449, 15-450 and 16-370 approved in the FY2022-23 Fleet Replacement budget. The total cost, including options and sales tax, is \$1,839,575.

Sourcewell

Staff recommends City Council approve a purchase order to Altec Industries, Inc. for three (3) Altec AT40G articulating telescoping aerial devices utilizing Sourcewell contract# 110421-ALT as replacements for Fleet ID 13-480, 14-402, and 13-347 approved in the FY2022-23 Electric Fund budget. The total cost, including options and sales tax, is \$661,107.

Sole Source

Staff recommends City Council approve a sole source purchase order to Global Rental Co Inc., a subsidiary of Altec Industries, Inc., for one (1) rent-to-own 2022 Altec AT40G articulating telescoping aerial device as a new fleet addition approved in the FY2022-23 Electric Fund budget. The total cost, including options and sales tax, is \$126,970.

BACKGROUND

Clean Air Grant Program – Carl Moyer Memorial Air Quality Attainment Program

The Placer County Air Pollution Control District's Clean Air Grant Program provides monetary

grants to public agencies to clean up their heavy-duty engines beyond that required by law or regulation through repowering, replacing, or retrofitting their engine, vehicles, or equipment.

In May of 2022, the Fleet Services Division submitted a grant application to the Placer County Air Pollution Control District's Clean Air Grant program for on-road heavy-duty fleet modernization. In October of 2022, the Placer County Air Pollution Control District awarded Fleet Services a total of \$163,215 to purchase two solid waste Compressed Natural Gas (CNG) trucks. This aligns with the City's strategy to utilize CNG to save money on fuel, increase operational efficiencies, reduce low criteria pollutant emissions, lower greenhouse gas emissions, and provide quieter operation. The City's capital improvement project at the Pleasant Grove Wastewater Treatment Plant diverts organic waste and provides methane mitigation, and can be used to fuel the City's ultra-low NOx fleet of refuse trucks.

Sourcewell

The Environmental Utilities Waste Services division is purchasing four (4) Autocar CNG trucks with New Way Sidewinder and RotoPac automated side-loading bodies to replace Fleet ID 15-420, 15-449, 15-450 and 16-370. These trucks are used to collect residential and green waste up to five times per week.

Sourcewell

The Electric Construction and Maintenance division is purchasing three (3) Altec AT40G articulating telescoping aerial devices as replacements for Fleet ID 13-480, 14-402, and 13-347. These trucks are first responder vehicles used by the Troubleshooting division. The vehicles are utilized seven days a week and respond to all power outages and incidents related to the electrical distribution system.

Sole Source

The Electric Construction and Maintenance division is purchasing one (1) rent to own 2022 Altec AT40G articulating telescoping aerial device as a new fleet addition. A sole source is needed to purchase the Altec AT40G since Altec is the exclusive factory-authorized manufacturer and distributor of Altec bodies, parts, and services. This truck is a first responder vehicle used by the Troubleshooting division. The vehicle is utilized seven days a week and responds to all power outages and incidents related to the electrical distribution system.

Vehicle replacements are based on the Fleet Scoring System, which considers factors such as age, mileage, reliability, prior maintenance and repair costs, and current condition. Below are the vehicle replacement scores. A score of 23 or more indicates the vehicle is eligible for replacement.

Vehicle ID	Replacement Score	Vehicle Condition
15-420	30	Meets City replacement criteria
15-449	35	Meets City replacement criteria
15-450	34	Meets City replacement criteria
16-370	29	Meets City replacement criteria
13-480	26	Meets City replacement criteria
14-402	25	Meets City replacement criteria
13-347	25	Meets City replacement criteria

FISCAL IMPACT

The recommended budget adjustment will appropriate \$163,215 towards replacing and purchasing two compressed natural gas (CNG) solid waste collection vehicles, Fleet ID 12-455 and 15-420. The budget adjustment will have no net impact on the City's General Fund.

Sourcewell

The total cost for four (4) Autocar CNG trucks with New Way Sidewinder and RotoPac automated side-loading bodies, including options and sales tax, \$1,839,575. Funding is included in the FY2022-23 Fleet Replacement Fund budget.

Sourcewell

The total cost for three (3) Altec AT40G articulating telescoping aerial devices, including options and sales tax, is \$661,107. Funding is included in the FY2022-23 Electric Fund budget.

Sole Source

The total cost for one (1) rent-to-own 2022 Altec AT40G articulating telescoping aerial devices, including options and sales tax, is \$126,970. Funding is included in the FY2022-23 Electric Fund budget.

ENVIRONMENTAL REVIEW

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

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal A – Remain fiscally responsible in a changing world.

Goal E – Deliver exceptional city services.

Respectfully Submitted,

Brandy LeBeau, Fleet Manager

Jason Shykowski, Public Works Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 23-020

PCAPCD grant agreement 12-455

PCAPCD grant agreement 15-450

Ordinance 6604

Budget Adjustment

RESOLUTION NO. 23-020

ACCEPTING A GRANT AWARD AND APPROVING GRANT AGREEMENTS, BY AND BETWEEN THE CITY OF ROSEVILLE AND THE PLACER COUNTY AIR POLLUTION CONTROL DISTRICT, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT AND ALL RELATED FORMS ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, in October of 2022, the Placer County Air Pollution District awarded Fleet Services a total of \$163,215 to purchase two solid waste Compressed Natural Gas (CNG) trucks; and

WHEREAS, Grant Agreements for two solid waste CNG trucks, by and between the City of Roseville and the Placer County Air Pollution Control District, have been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Roseville that the City of Roseville accepts the grant award from the Placer County Air Pollution Control District and the City Manager is hereby authorized to execute the grant agreements and all related forms on behalf of the City of Roseville.

BE IT FURTHER RESOLVED that as the grant recipient, the City of Roseville agrees to comply with all conditions and requirements for the award.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 2023, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

GRANT AGREEMENT

PCAPCD Contract Year: FY 22-23

Contract Number: SCN105543

Board Resolution: 22-22

Grant Description: Waste Truck 12-455 Replacement

This AGREEMENT is between the Placer County Air Pollution Control District (hereinafter “PCAPCD”) and City of Roseville (Public Works - Fleet Services), (hereinafter “GRANTEE”).

The parties agree as follows:

1. Services

- a) GRANTEE agrees, during the term of this AGREEMENT, to perform the contracting services set forth below and in Exhibit A – Scope of Services (hereinafter “PROJECT”).
- b) GRANTEE shall be obligated to devote as much time, attention, skill, and effort as may be reasonably required to perform the PROJECT services, in a professional and timely manner, consistent with the elements of the PROJECT.

2. Contract Period

- a) The term of this contract shall begin on the last date signed by the parties below and conclude on or before the end dates listed in Exhibit B – Contract Term and Payment for Services Rendered, unless terminated or amended.
- b) This contract may be canceled by either party upon serving thirty (30) days’ notice in writing to the other party.

3. Payment

- a) PCAPCD agrees to pay for the services covered by this AGREEMENT pursuant to the payment terms set forth below and in Exhibit B – Contract Term and Payment for Services Rendered.
- b) The amount paid to the GRANTEE shall constitute full payment for all services set forth herein. GRANTEE shall not be reimbursed for any additional expenses incurred beyond the maximum approved sum.

- c) GRANTEE shall bill PCAPCD upon completion of the PROJECT and after all of the conditions for funding outlined in this AGREEMENT are met. If the PROJECT funded under this AGREEMENT is performed in phases or over a period of time, then requests can be made by the GRANTEE for partial payment. Partial requests for payments must receive prior authorization by PCAPCD. GRANTEE agrees to provide a detailed invoice to PCAPCD with copies of purchase orders, signed contracts, or receipts referencing the contract number. PCAPCD retains the right to require proof of services performed or costs incurred prior to any payment under this AGREEMENT.
- d) Notwithstanding any other terms of this AGREEMENT, no payments shall be made to GRANTEE until PCAPCD is satisfied that work of such value has been rendered pursuant to this AGREEMENT.

4. Notices

- a) Any notice or demand desired or required to be given hereunder shall be in writing and deemed given when personally delivered, sent via email with confirmed receipt, or deposited in the mail, postage prepaid, sent certified or registered and addressed to the parties as follows:

PCAPCD:

Placer County Air Pollution Control District
Attn: Air Pollution Control Officer (APCO)
110 Maple Street
Auburn, CA 95603
Email: ecwhite@placer.ca.gov

GRANTEE:

City of Roseville (Public Works - Fleet Services)
Attn: Dominick Casey
311 Vernon Street
Roseville, CA 95678
Email: dcasey@roseville.ca.us

- b) Any notice so delivered personally shall be deemed to be received on the date of delivery, any notice so delivered via email with confirmed receipt shall be deemed to be received on the date of receipt confirmation, and any notice mailed shall be deemed to be received five (5) days after the date on which it was mailed.

5. Obligations of PCAPCD

- a) PCAPCD agrees to pay GRANTEE an amount not to exceed the requirements set forth in Exhibit B – Contract Term and Payment for Services Rendered, in accordance with the requirements listed in Exhibit A – Scope of Services.
- b) PCAPCD shall not reimburse GRANTEE for any expenses incurred by GRANTEE in the performance of PROJECT described in Exhibit A unless such reimbursement is specifically authorized in the Payment Schedule. GRANTEE shall not be reimbursed for any additional expenses incurred beyond the maximum amount.

- c) Except for the payment obligations set forth above, PCAPCD shall have no other obligations or responsibilities to GRANTEE under this AGREEMENT.

6. Obligations of GRANTEE

- a) GRANTEE has or will obtain all additional funding set forth in Exhibit B of this AGREEMENT.
- b) GRANTEE has or will obtain all required licenses, permits, fees, and other legal authorizations from all applicable Federal, State, and local jurisdictions necessary to commence and properly complete, in a professional manner, the PROJECT described in Exhibit A and will produce said documents if requested by PCAPCD.
- c) Labor, equipment, material, supply costs and other charges will be in conformance with the requirements of Exhibit A.
- d) No component of the monies to be paid by PCAPCD to GRANTEE shall be used for grant administration or any interest costs.
- e) GRANTEE shall provide proof of PROJECT completion and verification of costs as set forth in Exhibit A and Section 3 above.

7. Hold Harmless/Indemnity

- a) The GRANTEE hereby agrees to protect, defend, indemnify, and hold PCAPCD free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by PCAPCD arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of PCAPCD) and without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, the contract or agreement. GRANTEE agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the GRANTEE. GRANTEE also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against GRANTEE or PCAPCD or to enlarge in any way the GRANTEE's liability but is intended solely to provide for indemnification of PCAPCD from liability for damages or injuries to third persons or property arising from GRANTEE's performance pursuant to this contract or agreement.
- b) As used above, the term PCAPCD means PCAPCD or its officers, agents, employees, and volunteers.

8. Insurance Requirements

- a) It is recognized that GRANTEE is self-insured, and as such provides coverage for General Liability and Worker's Compensation.

- b) GRANTEE shall file with PCAPCD, concurrently herewith, Certificates of Insurance. All certificates are to be received and approved by PCAPCD before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the GRANTEE's obligation to provide them. PCAPCD reserves the right to require complete, certified copies of all required insurance policies, required by these specifications, at any time.
- c) GRANTEE shall maintain the following insurance coverage in full force and effect during the term of this contract:

WORKER'S COMPENSATION AND EMPLOYERS LIABILITY INSURANCE

If GRANTEE represents that they have no employees, and does not hire SUBCONTRACTORS with employees, then they are not required to have Workers Compensation coverage.

Worker's Compensation Insurance shall be provided as required by any applicable law or regulation. Employer's liability insurance shall be provided in amounts not less than one million dollars (\$1,000,000) each accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit for bodily injury by disease, and one million dollars (\$1,000,000) each employee for bodily injury by disease.

If there is an exposure of injury to GRANTEE'S employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

GRANTEE shall require all SUBCONTRACTORS to maintain adequate Workers' Compensation insurance. Certificates of Workers' Compensation shall be filed with PCAPCD upon demand.

GENERAL LIABILITY INSURANCE

A. Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of GRANTEE, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:

→ Contractual liability insuring the obligations assumed by GRANTEE in this Agreement.

B. One of the following forms is required:

1. Comprehensive General Liability;
2. Commercial General Liability (Occurrence); or
3. Commercial General Liability (Claims Made).

C. If GRANTEE carries a Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury damage, and Personal Injury Liability of:

- One million dollars (\$1,000,000) each occurrence
- One million dollars (\$1,000,000) aggregate

D. If GRANTEE carries a Commercial General Liability (Occurrence) policy:

1. The limits of liability shall not be less than:
 - One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
 - One million dollars (\$1,000,000) for Products-Completed Operation
 - One million dollars (\$1,000,000) General Aggregate
2. If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limit is two million dollars (\$2,000,000).

E. Special Claims Made Policy Form Provisions:

1. The limits of liability shall not be less than:
 - One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
 - One million dollars (\$1,000,000) aggregate for Products Completed Operations
 - One million dollars (\$1,000,000) General Aggregate
2. The insurance coverage provided by GRANTEE shall contain contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims-made policy.

9. Facilities, Equipment and Other Materials

Except as set forth herein, GRANTEE shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this AGREEMENT. PCAPCD shall furnish GRANTEE only those facilities, equipment, and other materials, and shall perform only those obligations as listed herein.

10. Non-Discrimination

GRANTEE shall not discriminate in its employment practices because of race, religious creed, color, national origin, ancestry, disability, medical condition, marital status, sex, sexual preference, or in contravention of any other protected classification or practice identified in the California Fair Employment and Housing Act; Government Code section 12900 et seq.

11. Records and Documents

- a) GRANTEE shall maintain at all times complete, detailed records with regard to work performed under this AGREEMENT, in a form acceptable to PCAPCD, and PCAPCD shall have the right to inspect such records at any reasonable time.
- b) GRANTEE agrees to return to PCAPCD, upon termination of this AGREEMENT, all documents, drawings, photographs, and other written or graphic material, however produced, received from PCAPCD and used by GRANTEE in the performance of its services. All work papers, drawings, internal memoranda, graphics, photographs, and any written or graphic material, however produced, prepared by GRANTEE in connection with its performance of services hereunder shall be, and shall remain after termination of this AGREEMENT, the property of PCAPCD and may be used by PCAPCD for any purpose whatsoever. PCAPCD agrees that any future use of documents produced by the GRANTEE under the terms of this contract shall be at the sole discretion of PCAPCD and GRANTEE shall bear no liability for the decisions on whether and how to use such documents.

12. Independent Status

- a) GRANTEE shall perform this contract as an independent contractor and not as an employee of PCAPCD. GRANTEE acknowledges that GRANTEE is not entitled to any of PCAPCD's fringe benefits, including without limitation; paid holidays, life insurance, sick leave, or travel or any other expenses in connection with services performed hereunder. No part of the compensation payable to GRANTEE hereunder shall be deducted or withheld for payment of Federal or State income or other employment related taxes. It shall be the responsibility of GRANTEE to provide all coverage necessary for GRANTEE's own benefit and not as an employee of PCAPCD.
- b) Except as PCAPCD may specify in writing, GRANTEE shall have no authority, express or implied, to act on behalf of PCAPCD in any capacity whatsoever as an agent. GRANTEE shall have no authority, express or implied, pursuant to this AGREEMENT to bind PCAPCD to any obligation whatsoever.

13. Warranties

GRANTEE warrants that its services are performed, with the usual thoroughness and competence; in accordance with the standard for professional services at the time those services are rendered.

14. Licenses, Permits, Etc

GRANTEE represents and warrants to PCAPCD that it has or will obtain before initiation of the PROJECT, all licenses, permits, qualifications, and approvals of whatever nature, which are legally required for GRANTEE to practice its profession. GRANTEE represents and warrants to PCAPCD that GRANTEE 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 GRANTEE to practice its profession at the time the services are performed.

15. Assignment or Transfer

GRANTEE may assign any of its rights, burdens, duties, or obligations under this AGREEMENT only upon the prior written consent of PCAPCD. Approval will be at the sole discretion of PCAPCD.

16. Modification of Agreement

This AGREEMENT cannot be changed or supplemented orally, and may be modified or superseded only by written instrument executed by all parties.

17. Waiver

One or more waivers by one party of any major or minor breach or default of any provision, term, condition, or covenant of this AGREEMENT shall not operate as a waiver of any subsequent breach or default.

18. Entirety of AGREEMENT

This AGREEMENT constitutes the entire AGREEMENT and understanding between the parties. There are no oral understandings, terms, or conditions, and no party has relied upon any representation, express or implied, not contained in this AGREEMENT. Any prior understandings, terms, or conditions are deemed merged into this AGREEMENT. This AGREEMENT is intended as the complete and exclusive statement of the parties' Agreement pursuant to Code of Civil Procedure section 1856.

19. Jurisdiction

This AGREEMENT, and the right and obligations of the parties, shall be governed by and construed in accordance with the laws of the State of California. If any action is instituted to enforce or interpret this AGREEMENT, venue shall only be in the appropriate state or federal court having venue over matters arising in Placer County, California, provided that nothing in this AGREEMENT shall constitute a waiver of immunity to suit by PCAPCD.

20. Exhibits

All exhibits referred to herein and attached hereto are fully incorporated by this reference.

21. Electronic Signatures

An Electronic Signature refers to any representation in electronic form used to express intent, including a typed name placed in a signatory area, a digitized image or copy of a handwritten signature, a scanned signature on a PDF document, a biometric mark, a sound, or a digital signature. An Electronic Signature provides who signed, what was signed, captures intent and consent. If parties agree to a transaction by electronic means and are required by law to provide, send, or deliver information in writing, the requirement is satisfied if the information is

provided, sent, or delivered in an electronic record, which the recipient can retain at the time of receipt.

By the action of applying an Electronic Signature to this AGREEMENT, parties to the AGREEMENT are certifying their willingness to use electronic signatures and records delivered via electronic means. A signed copy of this AGREEMENT, or any other related ancillary agreement or amendment, transmitted by facsimile, email, electronic signature application, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signature.

The parties so agree.

City of Roseville (Public Works - Fleet Services):

Dominick Casey
City Manager

Date: _____

Placer County Air Pollution Control District:

Erik C. White
Air Pollution Control Officer

Date: _____

**EXHIBIT A
SCOPE OF SERVICES**

Grant Description: Waste Truck 12-455 Replacement

Project Contact Information (subject to change):

GRANTEE:

Brandy LeBeau
(916) 774-5531
blebeau@roseville.ca.us

PCAPCD:

Lauren Moore
(530) 745-2376
lmoore@placer.ca.gov

Project Scope:

Purchase a 2023 or newer Autocar ACX front loader, or equivalent, with a GVWR of 60,000 pounds and a 2023 or newer model year Cummins Heavy Heavy Duty CNG engine with a maximum rated horsepower of 320, to be certified to an emission standard of 0.01 g/bhp-hr for PM and 0.02 g/bhp-hr for NOx. (Replacement Vehicle); and dismantle a 2012 ACX Autocar Xpeditor (VIN: 5VCACL8FXCH213990) with a 2011, 345 horsepower engine (serial number: 73339928) (Replaced Vehicle).

The Replacement Vehicle funded under this AGREEMENT shall perform the same operations as the Replaced Vehicle and shall operate 100 percent within Placer County, for the duration of the project implementation period.

Sections I through III below must be completed prior to the Project Completion End Date as outlined in Exhibit B of this AGREEMENT.

- I. Prior to funding and prior to the GRANTEE taking delivery of the Replacement Vehicle, the GRANTEE shall meet the following conditions:
 - A. Purchase Replacement Vehicle described above. If after contract execution GRANTEE chooses to purchase a vehicle that is different than the originally proposed Replacement Vehicle, then GRANTEE shall make a request to PCAPCD, in writing, to seek approval of the change(s) as soon as possible. The vehicle modification shall: 1) not increase emissions from the originally proposed Replacement Vehicle, 2) shall continue to perform the same functions as the Replaced Vehicle, and 3) shall not increase the awarded grant amount.
 1. The modification in the Replacement Vehicle to be purchased shall only occur with PCAPCD approval. An approval/denial letter shall be emailed to the GRANTEE after PCAPCD has reviewed the request and has made a final determination.
 2. If the request to modify the originally proposed Replacement Vehicle results in an increase in emissions from its original evaluation, then PCAPCD shall reduce the awarded grant amount in order to maintain the same level of cost effectiveness. Such

a change will require PCAPCD approval and a contractual amendment signed by both the GRANTEE and PCAPCD.

3. Modified Replacement Vehicle must meet Carl Moyer Program Guidelines.

B. The following warranty requirements apply:

1. Except for school buses, hybrids, and zero-emission vehicles, GRANTEES must purchase a major component engine warranty for the replacement new or used vehicle or repowered engine. The warranty must cover parts and labor. If the purchase of a new or used Replacement Vehicle is in accordance with currently required warranty periods or warranty requirements for newer engine model years as specified in the Heavy-Duty Low NOx Omnibus Regulation, then separate supplemental warranty is not required. However, it is recommended that the highest grade warranty be purchased in order to avoid expensive repairs in the future.
2. Electric vehicles, hybrid vehicles, and conversion systems must have a minimum warranty period of 3 years or 50,000 miles. The warranty must cover the engine (if applicable) or motor, drivetrain, battery or energy storage, and parts and labor (including any part on the converted vehicle or engine that is damaged by the hybrid conversion system).
3. For zero emission school buses, the vendor warranty must provide protection for a minimum of 60 months or 75,000 miles, whichever comes first, and provide full warranty coverage of, at a minimum, zero-emission or all-electric motor, drive train, batteries/energy storage system(s), parts and labor. Warranties must be fully transferrable to subsequent school bus purchasers for the full warranty coverage period. Warranties must cover the following for the full warranty period (unless otherwise denoted):
 - a. Extended Motor, Drivetrain (including Battery), and Zero-Emission Components: Provide warranty coverage against defects in material and workmanship for the motor, transmission, rear axle, and electric or zero-emission system components including the battery. Gaskets and seals are not required to be included under the warranty coverage.
 - b. Frame Rails, Cross Members, and Cab: For new school buses, coverage extends to structural cracks in the frame caused by defects in material workmanship and against corrosion perforation of the cab. For school bus conversions, the all-electric school bus vendor is only responsible for damage or corrosion tied to, or resulting from, their workmanship on, or handling of, these parts.
 - c. Battery Degradation Warranty: Provide warranty coverage against battery degradation below 80 percent of capacity.

C. GRANTEE shall deliver the Replaced Vehicle under this AGREEMENT to the dealership where the Replacement Vehicle will be purchased.

D. The Replacement Vehicle shall not be delivered to the GRANTEE, from the dealership, until the following conditions have been completed:

1. GRANTEE (or its representative) shall provide to PCAPCD:
 - a. Copies of invoices relative to the purchase of the vehicle funded through this AGREEMENT;

- b. Proof and terms of financing, including lender and amount financed (if applicable);
 - c. Warranty and its terms;
 - d. Copy of the registration (of the Replacement Vehicle);
 - e. Copy of the signed vehicle title (of the Replaced Vehicle);
 - f. Proof of vehicle insurance;
 - g. Certification from the dealer that the Replaced Vehicle will be delivered to a PCAPCD approved dismantler within 60 days of receipt of the Replaced Vehicle. The certification must include the make, model, year, VIN, engine make, engine serial number, the date the vehicle is expected to be delivered to the dismantler, and the dismantler's location;
 - h. Documentation showing that the Replaced Vehicle is roadworthy. Have a Roadworthiness/Pre-Dismantle inspection conducted by PCAPCD or provide documentation showing that the Replaced Vehicle delivered to the dealer is as described in the application, in similar condition as found in the pre-inspection, roadworthy, in operational condition, and not stripped of parts (except for non-emission related body components or parts essential to vocation that will be installed on the Replacement Vehicle). This includes documentation showing that the Replaced Vehicle has passed a CHP BIT inspection in the past 90 days or conduct an equivalent vehicle inspection and sign as appropriate. If documentation is provided by a dealership, PCAPCD reserves the right to audit the dealership's record of inspection.
 - i. Certification from the GRANTEE that all funding sources that they have applied for or received for the PROJECT have been disclosed, and that the GRANTEE will notify PCAPCD of additional sources of funding received for the total cost of the PROJECT, including any sources that become available after contract execution, prior to PROJECT funding. GRANTEE is prohibited from receiving grants and other funds that exceed the total project amount.
 - j. Original invoice to PCAPCD, for the amount of requested grant funds for reimbursement. Note that the invoice cannot be paid until requirements in Section II below are met. PCAPCD may require GRANTEE to re-submit the invoice if payment requirements have not been met in the current PCAPCD fiscal year (7/1 through 6/30).
 - k. The Replacement Vehicle must have an engine with a horsepower rating not to exceed 125% horsepower of the Replaced Vehicle. Any engine with a horsepower above this range must be pre-approved by PCAPCD prior to purchase, whenever possible.
2. Have a post inspection conducted by PCAPCD (or its representative) of the Replacement Vehicle. The GRANTEE (or its representative) shall be responsible for scheduling the appointment with PCAPCD.
 3. A determination by PCAPCD that the Replacement Vehicle and all associated documentation have satisfied the requirements for funding and authorization for the vehicle to be delivered to the GRANTEE.

4. Display on the Replacement Vehicle that partial funding was made available from PCAPCD. Any graphics used for this purpose need to be approved in advance by PCAPCD staff.

II. Prior to funding:

- A. The Replaced Vehicle must be delivered to a PCAPCD approved dismantler (or other PCAPCD approved entity) for destruction within 60 days of GRANTEE's receipt of the Replacement Vehicle funded under this AGREEMENT.
- B. The dismantler (or other representative) shall provide a copy of DMV's "Non-Repairable Vehicle Certificate" using an "Application for Salvage Certificate or Non-Repairable Vehicle Certificate" (REG 488C), or a Notice of Acquisition/Report of Vehicle To Be Dismantled (REG 42) ensuring the VIN can never be registered again in California. Within 90 calendar days of the dismantle inspection date, the dismantler must provide verification to PCAPCD that the Replaced Vehicle has been registered with DMV as non-revivable with a type transaction code (TTC) L10 or C26 on the DMV Reconciliation transaction receipt or other DMV documentation that satisfies this requirement.
- C. GRANTEE to provide a copy of CHP 292, when applicable.

III. Prior to the close of the Project Completion End Date, GRANTEE shall ensure the following:

- A. The Replaced Vehicle has been dismantled per the conditions outlined in this Exhibit and the 2017 Carl Moyer Guidelines.
- B. Within 60 days of the dismantler receiving the Replaced Vehicle, the dismantler must dismantle the vehicle. Dismantle is defined by:
 1. Both frame rails must be completely severed between the front and rear axles.
 2. A hole must be put in the engine block with a diameter of at least three inches at the narrowest point. The hole must be irregularly shaped (i.e. no symmetrical squares or circles). A section of the oil pan flange must be removed as part of the hole or have a line cut through it that connects to the hole.
 3. If the vehicle is to be scrapped, the dismantler must completely sever the frame rails of the old vehicle to ensure that the vehicle will not be used again.
 4. Upon request of GRANTEE, PCAPCD may approve an alternative disposition for the old engine/vehicle.
- C. Either the dismantler (if authorized by PCAPCD) or PCAPCD staff shall conduct a dismantle inspection to verify destruction of the Replaced Vehicle within 10 days of destruction, in accordance with the 2017 Carl Moyer Program Guidelines.
- D. The Replaced Vehicle may not be sold/given to another person in which the intent is to part it out into individual pieces and then be sold to another party.
- E. Provide proof of the automobile insurance coverage to PCAPCD. Automobile insurance, as required by law, shall not lapse and shall be maintained throughout the term of this AGREEMENT.

IV. Reporting and Recordkeeping Requirements during the PROJECT Implementation Period (The PROJECT Implementation Period refers to the timeframe between the Replacement Vehicle's approved Post-Inspection Date and the Contract End Date):

- A. Record annual miles of the Replacement Vehicle throughout the term of this AGREEMENT. If the vehicle operates in areas outside of Placer County, identify/estimate the mileage within Placer County.
- B. GRANTEE shall provide PCAPCD Annual Monitoring Reports as described in Exhibit C. The first annual monitoring report shall be submitted no later than 13 months after PROJECT post-inspection and continuing annually thereafter throughout the Project Implementation Period of this AGREEMENT. At a minimum, noncompliance with the reporting requirements will require an on-site inspection(s). At the sole discretion of PCAPCD, ten (10) percent of the awarded grant amount, as outlined in Exhibit B, will be withheld pending the submittal and approval of the first Annual Monitoring Report as outlined in Exhibit C – Monitoring Report Format.
- C. GRANTEE shall maintain and retain usage and other records associated with the PROJECT for at least three years after the end of the contract term.
- D. Pursuant to Sections 8 of this AGREEMENT, GRANTEE shall provide proof of insurance prior to performing work on this PROJECT, and throughout the term of this contract.
- E. Throughout the term of the AGREEMENT, provide copies of the current automobile insurance of the Replacement Vehicle funded under this AGREEMENT, on an annual basis, to PCAPCD.

V. General Conditions:

- A. GRANTEE shall notify PCAPCD in writing if installation and/or implementation of this PROJECT will deviate from the scope of work as outlined in the GRANTEE's Grant Application or this AGREEMENT at any time during the term of this AGREEMENT. GRANTEE shall notify the APCO within 15 days of recognizing such deviation. If funding has not yet been disbursed at the time of recognizing such deviation, then the GRANTEE shall notify the APCO at least 30 days in advance of any request for payment. The APCO has the sole discretion to approve, deny, or adjust funding amount as outlined in Exhibit B of this AGREEMENT, based on the extent of the deviation.
- B. GRANTEE shall maintain the Replacement Vehicle according to the manufacturer's specifications for the term of the AGREEMENT and shall not tamper with the engine in a way as to void the warranty or to cause the engine to operate in a manner not intended or originally designed.
- C. GRANTEE shall allow PCAPCD or their designee to conduct an inspection or audit of the PROJECT being funded under this AGREEMENT, including the engine, equipment and associated records, during the contract term. At the time of execution of this AGREEMENT, GRANTEE's signature shall be a certification that its fleet, engine(s), and vehicles are in compliance with all applicable federal, State, and local air quality rules and regulations and shall continue to maintain, for the term of the AGREEMENT, compliance with all applicable federal, State, and local air quality rules and regulations for the full contract term.
- D. When determining compliance with mobile source regulatory requirements, the Replacement Vehicle shall be included when defining fleet size, when applicable.

- E. Throughout the term of this AGREEMENT, the PROJECT cannot be used to generate credits or compliance extensions, and must be excluded when determining regulatory compliance, when applicable.
- F. GRANTEES that receive co-funding for the PROJECT funded under this AGREEMENT must meet all criteria associated with each funding source used to fund the PROJECT.
- G. GRANTEES that are not a public entity must provide at least 15 percent of the PROJECT's Moyer eligible costs from non-public sources.
- H. In addition to the terms of this AGREEMENT, GRANTEE shall adhere to all applicable requirements outlined in the applicable California Air Resources Board Guidelines. If there is a conflict between the terms of this contract and California Air Resources Board's guidelines, the California Air Resources Board's Guidelines shall prevail.
- I. By executing this AGREEMENT, GRANTEE understands and agrees to operate the Replacement Vehicle, and/or engine according to the terms herein and to cooperate with PCAPCD in implementation, monitoring, enforcement, and other efforts to assure the emission benefits are real, quantifiable, surplus, and enforceable.

VI. Repercussions for Nonperformance:

- A. If for any reason, after PROJECT funding, the Replacement Vehicle funded under this AGREEMENT does not perform according to what was submitted in the GRANTEE's application, or in conjunction with the application, or if the conditions of this AGREEMENT are not met, PCAPCD may require reimbursement of grant funds.
- B. PCAPCD has the authority to pursue any remedies available under the law for noncompliance with Moyer Program requirements and nonperformance of terms outlined in this AGREEMENT, in an effort to ensure emission reductions are obtained.

EXHIBIT B
CONTRACT TERM AND PAYMENT FOR SERVICES RENDERED

Grant Description: Waste Truck 12-455 Replacement

Contract Schedule (to occur on or before the following dates)

Start Date:	last date signed by the parties
Project Completion End Date:	10/15/2023
Project Implementation Period:	7 years
Contract End Date:	10/15/2030

Budget

Amount Awarded by PCAPCD:	\$38,814.32
Estimated Co-Funding (including in-kind):	\$448,940.39
Estimated Total PROJECT Amount:	\$487,754.71

If the Total PROJECT Amount is less than what is listed above, then the GRANTEE may be required to provide an equivalent percentage of Co-Funding based on the reduced Total PROJECT Amount. The Amount Awarded by PCAPCD, as listed above, shall be adjusted accordingly.

Payment

PCAPCD will provide up to \$38,814.32 (Thirty-Eight Thousand Eight Hundred Fourteen and 32/100 Dollars) in funding to purchase the Replacement Vehicle, in accordance with the requirements listed in this AGREEMENT. Payment(s) shall be made to the GRANTEE within thirty (30) days after the billing is received and approved by PCAPCD.

At the sole discretion of PCAPCD, ten (10) percent of the awarded grant amount, as outlined in this exhibit, will be withheld pending the submittal and approval of the first Annual Monitoring Report as outlined in Exhibit C – Monitoring Report Format.

A completed federal W-9 form and California 590 form must be submitted prior to payment. An IRS Form 1099 will be issued for incentive funds received under this AGREEMENT, if applicable. It is the GRANTEE's responsibility to determine tax liability associated with receiving grant incentive funds.

Invoices

Invoices shall be submitted to PCAPCD in an original format and include the contract number. Along with submitting an invoice for reimbursement, provide copies of all paid receipts and proof of in-kind support (when applicable), and evidence of financing, associated with the PROJECT funded under this AGREEMENT.

EXHIBIT C
MONITORING REPORT FORMAT

Grant Description: Waste Truck 12-455 Replacement

The first annual monitoring report shall be submitted no later than 13 months after PROJECT post-inspection and continuing annually thereafter throughout the PROJECT Implementation Time Frame of this AGREEMENT. The report can be emailed, mailed, or delivered in person to PCAPCD.

The report shall include the following:

1. GRANTEE's name, address, and telephone number.
2. Reference Contract Number.
3. Vehicle make, model, and VIN.
4. Previous year's annual mileage and percentage of time the Replacement Vehicle operated in Placer County.
5. Odometer reading at time of report.
6. Copy of current vehicle registration and proof of automobile insurance.

Note: After the monitoring report is submitted to PCAPCD, staff may conduct a performance evaluation on the PROJECT.

GRANT AGREEMENT

PCAPCD Contract Year: FY 22-23

Contract Number: SCN105544

Board Resolution: 22-22

Grant Description: Waste Truck 15-450 Replacement

This AGREEMENT is between the Placer County Air Pollution Control District (hereinafter “PCAPCD”) and City of Roseville (Public Works - Fleet Services), (hereinafter “GRANTEE”).

The parties agree as follows:

1. Services

- a) GRANTEE agrees, during the term of this AGREEMENT, to perform the contracting services set forth below and in Exhibit A – Scope of Services (hereinafter “PROJECT”).
- b) GRANTEE shall be obligated to devote as much time, attention, skill, and effort as may be reasonably required to perform the PROJECT services, in a professional and timely manner, consistent with the elements of the PROJECT.

2. Contract Period

- a) The term of this contract shall begin on the last date signed by the parties below and conclude on or before the end dates listed in Exhibit B – Contract Term and Payment for Services Rendered, unless terminated or amended.
- b) This contract may be canceled by either party upon serving thirty (30) days’ notice in writing to the other party.

3. Payment

- a) PCAPCD agrees to pay for the services covered by this AGREEMENT pursuant to the payment terms set forth below and in Exhibit B – Contract Term and Payment for Services Rendered.
- b) The amount paid to the GRANTEE shall constitute full payment for all services set forth herein. GRANTEE shall not be reimbursed for any additional expenses incurred beyond the maximum approved sum.

- c) GRANTEE shall bill PCAPCD upon completion of the PROJECT and after all of the conditions for funding outlined in this AGREEMENT are met. If the PROJECT funded under this AGREEMENT is performed in phases or over a period of time, then requests can be made by the GRANTEE for partial payment. Partial requests for payments must receive prior authorization by PCAPCD. GRANTEE agrees to provide a detailed invoice to PCAPCD with copies of purchase orders, signed contracts, or receipts referencing the contract number. PCAPCD retains the right to require proof of services performed or costs incurred prior to any payment under this AGREEMENT.
- d) Notwithstanding any other terms of this AGREEMENT, no payments shall be made to GRANTEE until PCAPCD is satisfied that work of such value has been rendered pursuant to this AGREEMENT.

4. Notices

- a) Any notice or demand desired or required to be given hereunder shall be in writing and deemed given when personally delivered, sent via email with confirmed receipt, or deposited in the mail, postage prepaid, sent certified or registered and addressed to the parties as follows:

PCAPCD:

Placer County Air Pollution Control District
Attn: Air Pollution Control Officer (APCO)
110 Maple Street
Auburn, CA 95603
Email: ecwhite@placer.ca.gov

GRANTEE:

City of Roseville (Public Works - Fleet Services)
Attn: Dominick Casey
311 Vernon Street
Roseville, CA 95678
Email: dcasey@roseville.ca.us

- b) Any notice so delivered personally shall be deemed to be received on the date of delivery, any notice so delivered via email with confirmed receipt shall be deemed to be received on the date of receipt confirmation, and any notice mailed shall be deemed to be received five (5) days after the date on which it was mailed.

5. Obligations of PCAPCD

- a) PCAPCD agrees to pay GRANTEE an amount not to exceed the requirements set forth in Exhibit B – Contract Term and Payment for Services Rendered, in accordance with the requirements listed in Exhibit A – Scope of Services.
- b) PCAPCD shall not reimburse GRANTEE for any expenses incurred by GRANTEE in the performance of PROJECT described in Exhibit A unless such reimbursement is specifically authorized in the Payment Schedule. GRANTEE shall not be reimbursed for any additional expenses incurred beyond the maximum amount.

- c) Except for the payment obligations set forth above, PCAPCD shall have no other obligations or responsibilities to GRANTEE under this AGREEMENT.

6. Obligations of GRANTEE

- a) GRANTEE has or will obtain all additional funding set forth in Exhibit B of this AGREEMENT.
- b) GRANTEE has or will obtain all required licenses, permits, fees, and other legal authorizations from all applicable Federal, State, and local jurisdictions necessary to commence and properly complete, in a professional manner, the PROJECT described in Exhibit A and will produce said documents if requested by PCAPCD.
- c) Labor, equipment, material, supply costs and other charges will be in conformance with the requirements of Exhibit A.
- d) No component of the monies to be paid by PCAPCD to GRANTEE shall be used for grant administration or any interest costs.
- e) GRANTEE shall provide proof of PROJECT completion and verification of costs as set forth in Exhibit A and Section 3 above.

7. Hold Harmless/Indemnity

- a) The GRANTEE hereby agrees to protect, defend, indemnify, and hold PCAPCD free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by PCAPCD arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of PCAPCD) and without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, the contract or agreement. GRANTEE agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the GRANTEE. GRANTEE also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against GRANTEE or PCAPCD or to enlarge in any way the GRANTEE's liability but is intended solely to provide for indemnification of PCAPCD from liability for damages or injuries to third persons or property arising from GRANTEE's performance pursuant to this contract or agreement.
- b) As used above, the term PCAPCD means PCAPCD or its officers, agents, employees, and volunteers.

8. Insurance Requirements

- a) It is recognized that GRANTEE is self-insured, and as such provides coverage for General Liability and Worker's Compensation.

- b) GRANTEE shall file with PCAPCD, concurrently herewith, Certificates of Insurance. All certificates are to be received and approved by PCAPCD before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the GRANTEE's obligation to provide them. PCAPCD reserves the right to require complete, certified copies of all required insurance policies, required by these specifications, at any time.
- c) GRANTEE shall maintain the following insurance coverage in full force and effect during the term of this contract:

WORKER'S COMPENSATION AND EMPLOYERS LIABILITY INSURANCE

If GRANTEE represents that they have no employees, and does not hire SUBCONTRACTORS with employees, then they are not required to have Workers Compensation coverage.

Worker's Compensation Insurance shall be provided as required by any applicable law or regulation. Employer's liability insurance shall be provided in amounts not less than one million dollars (\$1,000,000) each accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit for bodily injury by disease, and one million dollars (\$1,000,000) each employee for bodily injury by disease.

If there is an exposure of injury to GRANTEE'S employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

GRANTEE shall require all SUBCONTRACTORS to maintain adequate Workers' Compensation insurance. Certificates of Workers' Compensation shall be filed with PCAPCD upon demand.

GENERAL LIABILITY INSURANCE

- A. Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of GRANTEE, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:

→ Contractual liability insuring the obligations assumed by GRANTEE in this Agreement.

- B. One of the following forms is required:

- 1. Comprehensive General Liability;
- 2. Commercial General Liability (Occurrence); or
- 3. Commercial General Liability (Claims Made).

C. If GRANTEE carries a Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury damage, and Personal Injury Liability of:

- One million dollars (\$1,000,000) each occurrence
- One million dollars (\$1,000,000) aggregate

D. If GRANTEE carries a Commercial General Liability (Occurrence) policy:

1. The limits of liability shall not be less than:
 - One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
 - One million dollars (\$1,000,000) for Products-Completed Operation
 - One million dollars (\$1,000,000) General Aggregate
2. If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limit is two million dollars (\$2,000,000).

E. Special Claims Made Policy Form Provisions:

1. The limits of liability shall not be less than:
 - One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
 - One million dollars (\$1,000,000) aggregate for Products Completed Operations
 - One million dollars (\$1,000,000) General Aggregate
2. The insurance coverage provided by GRANTEE shall contain contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims-made policy.

9. Facilities, Equipment and Other Materials

Except as set forth herein, GRANTEE shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this AGREEMENT. PCAPCD shall furnish GRANTEE only those facilities, equipment, and other materials, and shall perform only those obligations as listed herein.

10. Non-Discrimination

GRANTEE shall not discriminate in its employment practices because of race, religious creed, color, national origin, ancestry, disability, medical condition, marital status, sex, sexual preference, or in contravention of any other protected classification or practice identified in the California Fair Employment and Housing Act; Government Code section 12900 et seq.

11. Records and Documents

- a) GRANTEE shall maintain at all times complete, detailed records with regard to work performed under this AGREEMENT, in a form acceptable to PCAPCD, and PCAPCD shall have the right to inspect such records at any reasonable time.
- b) GRANTEE agrees to return to PCAPCD, upon termination of this AGREEMENT, all documents, drawings, photographs, and other written or graphic material, however produced, received from PCAPCD and used by GRANTEE in the performance of its services. All work papers, drawings, internal memoranda, graphics, photographs, and any written or graphic material, however produced, prepared by GRANTEE in connection with its performance of services hereunder shall be, and shall remain after termination of this AGREEMENT, the property of PCAPCD and may be used by PCAPCD for any purpose whatsoever. PCAPCD agrees that any future use of documents produced by the GRANTEE under the terms of this contract shall be at the sole discretion of PCAPCD and GRANTEE shall bear no liability for the decisions on whether and how to use such documents.

12. Independent Status

- a) GRANTEE shall perform this contract as an independent contractor and not as an employee of PCAPCD. GRANTEE acknowledges that GRANTEE is not entitled to any of PCAPCD's fringe benefits, including without limitation; paid holidays, life insurance, sick leave, or travel or any other expenses in connection with services performed hereunder. No part of the compensation payable to GRANTEE hereunder shall be deducted or withheld for payment of Federal or State income or other employment related taxes. It shall be the responsibility of GRANTEE to provide all coverage necessary for GRANTEE's own benefit and not as an employee of PCAPCD.
- b) Except as PCAPCD may specify in writing, GRANTEE shall have no authority, express or implied, to act on behalf of PCAPCD in any capacity whatsoever as an agent. GRANTEE shall have no authority, express or implied, pursuant to this AGREEMENT to bind PCAPCD to any obligation whatsoever.

13. Warranties

GRANTEE warrants that its services are performed, with the usual thoroughness and competence; in accordance with the standard for professional services at the time those services are rendered.

14. Licenses, Permits, Etc

GRANTEE represents and warrants to PCAPCD that it has or will obtain before initiation of the PROJECT, all licenses, permits, qualifications, and approvals of whatever nature, which are legally required for GRANTEE to practice its profession. GRANTEE represents and warrants to PCAPCD that GRANTEE 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 GRANTEE to practice its profession at the time the services are performed.

15. Assignment or Transfer

GRANTEE may assign any of its rights, burdens, duties, or obligations under this AGREEMENT only upon the prior written consent of PCAPCD. Approval will be at the sole discretion of PCAPCD.

16. Modification of Agreement

This AGREEMENT cannot be changed or supplemented orally, and may be modified or superseded only by written instrument executed by all parties.

17. Waiver

One or more waivers by one party of any major or minor breach or default of any provision, term, condition, or covenant of this AGREEMENT shall not operate as a waiver of any subsequent breach or default.

18. Entirety of AGREEMENT

This AGREEMENT constitutes the entire AGREEMENT and understanding between the parties. There are no oral understandings, terms, or conditions, and no party has relied upon any representation, express or implied, not contained in this AGREEMENT. Any prior understandings, terms, or conditions are deemed merged into this AGREEMENT. This AGREEMENT is intended as the complete and exclusive statement of the parties' Agreement pursuant to Code of Civil Procedure section 1856.

19. Jurisdiction

This AGREEMENT, and the right and obligations of the parties, shall be governed by and construed in accordance with the laws of the State of California. If any action is instituted to enforce or interpret this AGREEMENT, venue shall only be in the appropriate state or federal court having venue over matters arising in Placer County, California, provided that nothing in this AGREEMENT shall constitute a waiver of immunity to suit by PCAPCD.

20. Exhibits

All exhibits referred to herein and attached hereto are fully incorporated by this reference.

21. Electronic Signatures

An Electronic Signature refers to any representation in electronic form used to express intent, including a typed name placed in a signatory area, a digitized image or copy of a handwritten signature, a scanned signature on a PDF document, a biometric mark, a sound, or a digital signature. An Electronic Signature provides who signed, what was signed, captures intent and consent. If parties agree to a transaction by electronic means and are required by law to provide, send, or deliver information in writing, the requirement is satisfied if the information is

provided, sent, or delivered in an electronic record, which the recipient can retain at the time of receipt.

By the action of applying an Electronic Signature to this AGREEMENT, parties to the AGREEMENT are certifying their willingness to use electronic signatures and records delivered via electronic means. A signed copy of this AGREEMENT, or any other related ancillary agreement or amendment, transmitted by facsimile, email, electronic signature application, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signature.

The parties so agree.

City of Roseville (Public Works - Fleet Services):

Dominick Casey
City Manager

Date: _____

Placer County Air Pollution Control District:

Erik C. White
Air Pollution Control Officer

Date: _____

**EXHIBIT A
SCOPE OF SERVICES**

Grant Description: Waste Truck 15-450 Replacement

Project Contact Information (subject to change):

GRANTEE:

Brandy LeBeau
(916) 774-5531
blebeau@roseville.ca.us

PCAPCD:

Lauren Moore
(530) 745-2376
lmoore@placer.ca.gov

Project Scope:

Purchase a 2023 or newer Autocar Side Loader, or equivalent, with a GVWR of 60,000 pounds and a 2023 or newer model year Cummins Heavy Heavy Duty CNG engine with a maximum rated horsepower of 360, to be certified to an emission standard of 0.01 g/bhp-hr for PM and 0.02 g/bhp-hr for NOx. (Replacement Vehicle); and dismantle a 2014 Autocar ACX (VIN: 5VCACRF7FH218690) with a 2014, 370 horsepower engine (serial number: 73730965) (Replaced Vehicle).

The Replacement Vehicle funded under this AGREEMENT shall perform the same operations as the Replaced Vehicle and shall operate 100 percent within Placer County, for the duration of the project implementation period.

Sections I through III below must be completed prior to the Project Completion End Date as outlined in Exhibit B of this AGREEMENT.

- I. Prior to funding and prior to the GRANTEE taking delivery of the Replacement Vehicle, the GRANTEE shall meet the following conditions:
 - A. Purchase Replacement Vehicle described above. If after contract execution GRANTEE chooses to purchase a vehicle that is different than the originally proposed Replacement Vehicle, then GRANTEE shall make a request to PCAPCD, in writing, to seek approval of the change(s) as soon as possible. The vehicle modification shall: 1) not increase emissions from the originally proposed Replacement Vehicle, 2) shall continue to perform the same functions as the Replaced Vehicle, and 3) shall not increase the awarded grant amount.
 1. The modification in the Replacement Vehicle to be purchased shall only occur with PCAPCD approval. An approval/denial letter shall be emailed to the GRANTEE after PCAPCD has reviewed the request and has made a final determination.
 2. If the request to modify the originally proposed Replacement Vehicle results in an increase in emissions from its original evaluation, then PCAPCD shall reduce the awarded grant amount in order to maintain the same level of cost effectiveness. Such

a change will require PCAPCD approval and a contractual amendment signed by both the GRANTEE and PCAPCD.

3. Modified Replacement Vehicle must meet Carl Moyer Program Guidelines.

B. The following warranty requirements apply:

1. Except for school buses, hybrids, and zero-emission vehicles, GRANTEES must purchase a major component engine warranty for the replacement new or used vehicle or repowered engine. The warranty must cover parts and labor. If the purchase of a new or used Replacement Vehicle is in accordance with currently required warranty periods or warranty requirements for newer engine model years as specified in the Heavy-Duty Low NOx Omnibus Regulation, then separate supplemental warranty is not required. However, it is recommended that the highest grade warranty be purchased in order to avoid expensive repairs in the future.
2. Electric vehicles, hybrid vehicles, and conversion systems must have a minimum warranty period of 3 years or 50,000 miles. The warranty must cover the engine (if applicable) or motor, drivetrain, battery or energy storage, and parts and labor (including any part on the converted vehicle or engine that is damaged by the hybrid conversion system).
3. For zero emission school buses, the vendor warranty must provide protection for a minimum of 60 months or 75,000 miles, whichever comes first, and provide full warranty coverage of, at a minimum, zero-emission or all-electric motor, drive train, batteries/energy storage system(s), parts and labor. Warranties must be fully transferrable to subsequent school bus purchasers for the full warranty coverage period. Warranties must cover the following for the full warranty period (unless otherwise denoted):
 - a. Extended Motor, Drivetrain (including Battery), and Zero-Emission Components: Provide warranty coverage against defects in material and workmanship for the motor, transmission, rear axle, and electric or zero-emission system components including the battery. Gaskets and seals are not required to be included under the warranty coverage.
 - b. Frame Rails, Cross Members, and Cab: For new school buses, coverage extends to structural cracks in the frame caused by defects in material workmanship and against corrosion perforation of the cab. For school bus conversions, the all-electric school bus vendor is only responsible for damage or corrosion tied to, or resulting from, their workmanship on, or handling of, these parts.
 - c. Battery Degradation Warranty: Provide warranty coverage against battery degradation below 80 percent of capacity.

C. GRANTEE shall deliver the Replaced Vehicle under this AGREEMENT to the dealership where the Replacement Vehicle will be purchased.

D. The Replacement Vehicle shall not be delivered to the GRANTEE, from the dealership, until the following conditions have been completed:

1. GRANTEE (or its representative) shall provide to PCAPCD:
 - a. Copies of invoices relative to the purchase of the vehicle funded through this AGREEMENT;

- b. Proof and terms of financing, including lender and amount financed (if applicable);
 - c. Warranty and its terms;
 - d. Copy of the registration (of the Replacement Vehicle);
 - e. Copy of the signed vehicle title (of the Replaced Vehicle);
 - f. Proof of vehicle insurance;
 - g. Certification from the dealer that the Replaced Vehicle will be delivered to a PCAPCD approved dismantler within 60 days of receipt of the Replaced Vehicle. The certification must include the make, model, year, VIN, engine make, engine serial number, the date the vehicle is expected to be delivered to the dismantler, and the dismantler's location;
 - h. Documentation showing that the Replaced Vehicle is roadworthy. Have a Roadworthiness/Pre-Dismantle inspection conducted by PCAPCD or provide documentation showing that the Replaced Vehicle delivered to the dealer is as described in the application, in similar condition as found in the pre-inspection, roadworthy, in operational condition, and not stripped of parts (except for non-emission related body components or parts essential to vocation that will be installed on the Replacement Vehicle). This includes documentation showing that the Replaced Vehicle has passed a CHP BIT inspection in the past 90 days or conduct an equivalent vehicle inspection and sign as appropriate. If documentation is provided by a dealership, PCAPCD reserves the right to audit the dealership's record of inspection.
 - i. Certification from the GRANTEE that all funding sources that they have applied for or received for the PROJECT have been disclosed, and that the GRANTEE will notify PCAPCD of additional sources of funding received for the total cost of the PROJECT, including any sources that become available after contract execution, prior to PROJECT funding. GRANTEE is prohibited from receiving grants and other funds that exceed the total project amount.
 - j. Original invoice to PCAPCD, for the amount of requested grant funds for reimbursement. Note that the invoice cannot be paid until requirements in Section II below are met. PCAPCD may require GRANTEE to re-submit the invoice if payment requirements have not been met in the current PCAPCD fiscal year (7/1 through 6/30).
 - k. The Replacement Vehicle must have an engine with a horsepower rating not to exceed 125% horsepower of the Replaced Vehicle. Any engine with a horsepower above this range must be pre-approved by PCAPCD prior to purchase, whenever possible.
2. Have a post inspection conducted by PCAPCD (or its representative) of the Replacement Vehicle. The GRANTEE (or its representative) shall be responsible for scheduling the appointment with PCAPCD.
 3. A determination by PCAPCD that the Replacement Vehicle and all associated documentation have satisfied the requirements for funding and authorization for the vehicle to be delivered to the GRANTEE.

4. Display on the Replacement Vehicle that partial funding was made available from PCAPCD. Any graphics used for this purpose need to be approved in advance by PCAPCD staff.

II. Prior to funding:

- A. The Replaced Vehicle must be delivered to a PCAPCD approved dismantler (or other PCAPCD approved entity) for destruction within 60 days of GRANTEE's receipt of the Replacement Vehicle funded under this AGREEMENT.
- B. The dismantler (or other representative) shall provide a copy of DMV's "Non-Repairable Vehicle Certificate" using an "Application for Salvage Certificate or Non-Repairable Vehicle Certificate" (REG 488C), or a Notice of Acquisition/Report of Vehicle To Be Dismantled (REG 42) ensuring the VIN can never be registered again in California. Within 90 calendar days of the dismantle inspection date, the dismantler must provide verification to PCAPCD that the Replaced Vehicle has been registered with DMV as non-revivable with a type transaction code (TTC) L10 or C26 on the DMV Reconciliation transaction receipt or other DMV documentation that satisfies this requirement.
- C. GRANTEE to provide a copy of CHP 292, when applicable.

III. Prior to the close of the Project Completion End Date, GRANTEE shall ensure the following:

- A. The Replaced Vehicle has been dismantled per the conditions outlined in this Exhibit and the 2017 Carl Moyer Guidelines.
- B. Within 60 days of the dismantler receiving the Replaced Vehicle, the dismantler must dismantle the vehicle. Dismantle is defined by:
 1. Both frame rails must be completely severed between the front and rear axles.
 2. A hole must be put in the engine block with a diameter of at least three inches at the narrowest point. The hole must be irregularly shaped (i.e. no symmetrical squares or circles). A section of the oil pan flange must be removed as part of the hole or have a line cut through it that connects to the hole.
 3. If the vehicle is to be scrapped, the dismantler must completely sever the frame rails of the old vehicle to ensure that the vehicle will not be used again.
 4. Upon request of GRANTEE, PCAPCD may approve an alternative disposition for the old engine/vehicle.
- C. Either the dismantler (if authorized by PCAPCD) or PCAPCD staff shall conduct a dismantle inspection to verify destruction of the Replaced Vehicle within 10 days of destruction, in accordance with the 2017 Carl Moyer Program Guidelines.
- D. The Replaced Vehicle may not be sold/given to another person in which the intent is to part it out into individual pieces and then be sold to another party.
- E. Provide proof of the automobile insurance coverage to PCAPCD. Automobile insurance, as required by law, shall not lapse and shall be maintained throughout the term of this AGREEMENT.

IV. Reporting and Recordkeeping Requirements during the PROJECT Implementation Period (The PROJECT Implementation Period refers to the timeframe between the Replacement Vehicle's approved Post-Inspection Date and the Contract End Date):

- A. Record annual miles of the Replacement Vehicle throughout the term of this AGREEMENT. If the vehicle operates in areas outside of Placer County, identify/estimate the mileage within Placer County.
- B. GRANTEE shall provide PCAPCD Annual Monitoring Reports as described in Exhibit C. The first annual monitoring report shall be submitted no later than 13 months after PROJECT post-inspection and continuing annually thereafter throughout the Project Implementation Period of this AGREEMENT. At a minimum, noncompliance with the reporting requirements will require an on-site inspection(s). At the sole discretion of PCAPCD, ten (10) percent of the awarded grant amount, as outlined in Exhibit B, will be withheld pending the submittal and approval of the first Annual Monitoring Report as outlined in Exhibit C – Monitoring Report Format.
- C. GRANTEE shall maintain and retain usage and other records associated with the PROJECT for at least three years after the end of the contract term.
- D. Pursuant to Sections 8 of this AGREEMENT, GRANTEE shall provide proof of insurance prior to performing work on this PROJECT, and throughout the term of this contract.
- E. Throughout the term of the AGREEMENT, provide copies of the current automobile insurance of the Replacement Vehicle funded under this AGREEMENT, on an annual basis, to PCAPCD.

V. General Conditions:

- A. GRANTEE shall notify PCAPCD in writing if installation and/or implementation of this PROJECT will deviate from the scope of work as outlined in the GRANTEE's Grant Application or this AGREEMENT at any time during the term of this AGREEMENT. GRANTEE shall notify the APCO within 15 days of recognizing such deviation. If funding has not yet been disbursed at the time of recognizing such deviation, then the GRANTEE shall notify the APCO at least 30 days in advance of any request for payment. The APCO has the sole discretion to approve, deny, or adjust funding amount as outlined in Exhibit B of this AGREEMENT, based on the extent of the deviation.
- B. GRANTEE shall maintain the Replacement Vehicle according to the manufacturer's specifications for the term of the AGREEMENT and shall not tamper with the engine in a way as to void the warranty or to cause the engine to operate in a manner not intended or originally designed.
- C. GRANTEE shall allow PCAPCD or their designee to conduct an inspection or audit of the PROJECT being funded under this AGREEMENT, including the engine, equipment and associated records, during the contract term. At the time of execution of this AGREEMENT, GRANTEE's signature shall be a certification that its fleet, engine(s), and vehicles are in compliance with all applicable federal, State, and local air quality rules and regulations and shall continue to maintain, for the term of the AGREEMENT, compliance with all applicable federal, State, and local air quality rules and regulations for the full contract term.
- D. When determining compliance with mobile source regulatory requirements, the Replacement Vehicle shall be included when defining fleet size, when applicable.

- E. Throughout the term of this AGREEMENT, the PROJECT cannot be used to generate credits or compliance extensions, and must be excluded when determining regulatory compliance, when applicable.
- F. GRANTEES that receive co-funding for the PROJECT funded under this AGREEMENT must meet all criteria associated with each funding source used to fund the PROJECT.
- G. GRANTEES that are not a public entity must provide at least 15 percent of the PROJECT's Moyer eligible costs from non-public sources.
- H. In addition to the terms of this AGREEMENT, GRANTEE shall adhere to all applicable requirements outlined in the applicable California Air Resources Board Guidelines. If there is a conflict between the terms of this contract and California Air Resources Board's guidelines, the California Air Resources Board's Guidelines shall prevail.
- I. By executing this AGREEMENT, GRANTEE understands and agrees to operate the Replacement Vehicle, and/or engine according to the terms herein and to cooperate with PCAPCD in implementation, monitoring, enforcement, and other efforts to assure the emission benefits are real, quantifiable, surplus, and enforceable.

VI. Repercussions for Nonperformance:

- A. If for any reason, after PROJECT funding, the Replacement Vehicle funded under this AGREEMENT does not perform according to what was submitted in the GRANTEE's application, or in conjunction with the application, or if the conditions of this AGREEMENT are not met, PCAPCD may require reimbursement of grant funds.
- B. PCAPCD has the authority to pursue any remedies available under the law for noncompliance with Moyer Program requirements and nonperformance of terms outlined in this AGREEMENT, in an effort to ensure emission reductions are obtained.

EXHIBIT B
CONTRACT TERM AND PAYMENT FOR SERVICES RENDERED

Grant Description: Waste Truck 15-450 Replacement

Contract Schedule (to occur on or before the following dates)

Start Date:	last date signed by the parties
Project Completion End Date:	10/15/2023
Project Implementation Period:	7 years
Contract End Date:	10/15/2030

Budget

Amount Awarded by PCAPCD:	\$124,400.77
Estimated Co-Funding (including in-kind):	\$268,857.19
Estimated Total PROJECT Amount:	\$393,257.96

If the Total PROJECT Amount is less than what is listed above, then the GRANTEE may be required to provide an equivalent percentage of Co-Funding based on the reduced Total PROJECT Amount. The Amount Awarded by PCAPCD, as listed above, shall be adjusted accordingly.

Payment

PCAPCD will provide up to \$124,400.77 (One Hundred Twenty-Four Thousand Four Hundred and 77/100 Dollars) in funding to purchase the Replacement Vehicle, in accordance with the requirements listed in this AGREEMENT. Payment(s) shall be made to the GRANTEE within thirty (30) days after the billing is received and approved by PCAPCD.

At the sole discretion of PCAPCD, ten (10) percent of the awarded grant amount, as outlined in this exhibit, will be withheld pending the submittal and approval of the first Annual Monitoring Report as outlined in Exhibit C – Monitoring Report Format.

A completed federal W-9 form and California 590 form must be submitted prior to payment. An IRS Form 1099 will be issued for incentive funds received under this AGREEMENT, if applicable. It is the GRANTEE's responsibility to determine tax liability associated with receiving grant incentive funds.

Invoices

Invoices shall be submitted to PCAPCD in an original format and include the contract number. Along with submitting an invoice for reimbursement, provide copies of all paid receipts and proof of in-kind support (when applicable), and evidence of financing, associated with the PROJECT funded under this AGREEMENT.

EXHIBIT C
MONITORING REPORT FORMAT

Grant Description: Waste Truck 15-450 Replacement

The first annual monitoring report shall be submitted no later than 13 months after PROJECT post-inspection and continuing annually thereafter throughout the PROJECT Implementation Time Frame of this AGREEMENT. The report can be emailed, mailed, or delivered in person to PCAPCD.

The report shall include the following:

1. GRANTEE's name, address, and telephone number.
2. Reference Contract Number.
3. Vehicle make, model, and VIN.
4. Previous year's annual mileage and percentage of time the Replacement Vehicle operated in Placer County.
5. Odometer reading at time of report.
6. Copy of current vehicle registration and proof of automobile insurance.

Note: After the monitoring report is submitted to PCAPCD, staff may conduct a performance evaluation on the PROJECT.

ORDINANCE NO. 6604

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2022-23
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 2022-23, is hereby amended as listed on the attached budget adjustment for grant funds received from the Placer County Air Pollution Control District – Clean Air Grant Program.

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 _____, 2023, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



REQUEST FOR BUDGET ADJUSTMENT

REQUESTER NAME & TITLE: Brandy LeBeau / Fleet Manager FISCAL YEAR: 2022-23
 PREPARER NAME & TITLE: Brandy LeBeau / Fleet Manager COUNCIL DATE (if applicable): 1/18/2023
 DEPARTMENT/DIVISION: PW - Fleet Services ORDINANCE: _____

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
4005	6552	84001	700042	163,215	Establish vehicle replacement capital budget for Clean Air Grant Program
TOTAL				163,215	

REVENUES/TRANSFERS IN

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
4005	4410	84001	700042	163,215	Establish grant revenue budget for Clean Air Grant Award
TOTAL				163,215	

NET ADJUSTMENT	-
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FUND BALANCE

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
TOTAL				-	

Justification for Budget Adjustment:

This budget adjustment is needed to establish 700042 - Clean Air Grant Program - On-Road Heavy-Duty Fleet Modernization project.

Placer County Air Pollution Control District has awarded the City \$163,215 towards the purchase of two (2) solid waste trucks through the Clean Air Grant Program/Carl Moyer Memorial Air Quality Attainment Program. The grant award will be utilized to replace two older diesel engine trucks with compressed natural gas (CNG) trucks to reduce emission pollutants and align with the City's CNG station investment. The remaining cost of the trucks is included in the FY2022-23 Fleet Replacement Budget.

REQUIRED APPROVALS:			
 REQUESTING DEPARTMENT HEAD / DESIGNEE	DATE 12-13-22	BUDGET MANAGER / DESIGNEE	DATE
CHIEF FINANCIAL OFFICER / DESIGNEE	DATE	CITY MANAGER / DESIGNEE	DATE
BUDGET DEPARTMENT USE ONLY:			
POSTED BY	DATE		

Revised: June 24, 2019



COUNCIL COMMUNICATION

CC #: 2504
File #: 0800-06

Title: Second Reading - Commercial Corridor Specific Plans
Contact: Jessica Lynch 916-774-5352 jjlynch@roseville.ca.us

Meeting Date: 1/18/2023
Item #: 7.29.

RECOMMENDATION TO COUNCIL

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING ZONING ORDINANCE NO. 5428 TO APPROVE A REZONE CHANGING THE ZONING OF CERTAIN REAL PROPERTY LOCATED WITHIN THE ATLANTIC STREET CORRIDOR SPECIFIC PLAN; and adopt ORDINANCE NO. 6600 AMENDING ZONING ORDINANCE NO. 5428 OF THE CITY OF ROSEVILLE CHANGING THE ZONING OF CERTAIN REAL PROPERTY LOCATED WITHIN THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 6601 AMENDING ZONING ORDINANCE NO. 5428 OF THE CITY OF ROSEVILLE CHANGING THE ZONING OF CERTAIN REAL PROPERTY LOCATED WITHIN THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 6602 AMENDING ZONING ORDINANCE NO. 5428 OF THE CITY OF ROSEVILLE CHANGING THE ZONING OF CERTAIN REAL PROPERTY LOCATED WITHIN THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 6603 AMENDING SECTION 19.18.030 OF CHAPTER 19.18, AMENDING SECTION 19.24.020 OF CHAPTER 19.24, AMENDING SECTION 19.26.030 OF CHAPTER 19.26, AMENDING SECTION 19.78.020 OF CHAPTER 19.78, AND ADDING CHAPTER 19.33 OF TITLE 19 OF THE ROSEVILLE MUNICIPAL CODE REGARDING ZONING, for second reading and adoption.

BACKGROUND

Not applicable.

FISCAL IMPACT

Not applicable.

ENVIRONMENTAL REVIEW

Not applicable.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Not applicable.

Respectfully Submitted,

Jessica Lynch, Associate Planner

Mike Isom, Development Services Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Ordinance 6599

Ordinance 6600

Ordinance 6601

Ordinance 6602

Ordinance 6603

ORDINANCE NO. 6599

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AMENDING ZONING ORDINANCE NO. 5428 OF THE CITY OF ROSEVILLE
CHANGING THE ZONING OF CERTAIN REAL PROPERTY LOCATED
WITHIN THE CITY OF ROSEVILLE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. The Council of the City of Roseville has reviewed the findings of the Planning Commission recommending approval of the rezone specified herein, and makes the following findings pursuant to Section 19.86.050 of the Zoning Ordinance:

1. The rezone is in conformance with the public interest, health, safety, or welfare of the City; and
2. The rezone is consistent with the objectives, policies, programs, and land use designations of the City of Roseville General Plan.

SECTION 2. Section 19.06.020 of the Zoning Ordinance of the City of Roseville, Ordinance No. 5428, is amended to change the zoning of that portion of certain real property within the City of Roseville located in the Atlantic Street Corridor Specific Plan shown and so designated in Exhibit “D,” attached and incorporated herein by reference, and also that properties so designated on Exhibit “D” are given Special Area – Atlantic Street (/SA-AT) overlay designation, which establishes modified general district regulations, approval procedures, and other regulations, by reference to the regulations contained within Roseville Municipal Code Section 19.33.

SECTION 3. This ordinance shall be effective at the expiration of thirty (30) days from the date of adoption.

SECTION 4. The City Clerk is hereby directed to cause this ordinance to be published in full at least once within fourteen (14) days after it is adopted in a newspaper of general circulation in the City, or shall within fourteen (14) days after its adoption cause this ordinance to be posted in full in at least three (3) public places in the City and enter in the Ordinance Book a certificate stating the time and place of said publication byposting.

PASSED AND ADOPTED by the Council of the City of Roseville this _____ day of _____, 2022, by the following vote on roll

call: AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

ORDINANCE NO. 6600

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AMENDING ZONING ORDINANCE NO. 5428 OF THE CITY OF ROSEVILLE
CHANGING THE ZONING OF CERTAIN REAL PROPERTY LOCATED
WITHIN THE CITY OF ROSEVILLE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. The Council of the City of Roseville has reviewed the findings of the Planning Commission recommending approval of the rezone specified herein, and makes the following findings pursuant to Section 19.86.050 of the Zoning Ordinance:

1. The rezone is in conformance with the public interest, health, safety, or welfare of the City; and
2. The rezone is consistent with the objectives, policies, programs, and land use designations of the City of Roseville General Plan.

SECTION 2. Section 19.06.020 of the Zoning Ordinance of the City of Roseville, Ordinance No. 5428, is amended to change the zoning of that portion of certain real property within the City of Roseville located in the Douglas-Harding Corridor Specific Plan shown and so designated in Exhibit “F,” attached and incorporated herein by reference, and also that properties so designated on Exhibit “F” are given Special Area – Douglas-Harding (/SA-AT) overlay designation, which establishes modified general district regulations, approval procedures, and other regulations, by reference to the regulations contained within Roseville Municipal Code Section 19.33.

SECTION 3. This ordinance shall be effective at the expiration of thirty (30) days from the date of adoption.

SECTION 4. The City Clerk is hereby directed to cause this ordinance to be published in full at least once within fourteen (14) days after it is adopted in a newspaper of general circulation in the City, or shall within fourteen (14) days after its adoption cause this ordinance to be posted in full in at least three (3) public places in the City and enter in the Ordinance Book a certificate stating the time and place of said publication byposting.

PASSED AND ADOPTED by the Council of the City of Roseville this _____ day of _____, 2022, by the following vote on roll

call: AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

ORDINANCE NO. 6601

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AMENDING ZONING ORDINANCE NO. 5428 OF THE CITY OF ROSEVILLE
CHANGING THE ZONING OF CERTAIN REAL PROPERTY LOCATED
WITHIN THE CITY OF ROSEVILLE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. The Council of the City of Roseville has reviewed the findings of the Planning Commission recommending approval of the rezone specified herein, and makes the following findings pursuant to Section 19.86.050 of the Zoning Ordinance:

1. The rezone is in conformance with the public interest, health, safety, or welfare of the City; and
2. The rezone is consistent with the objectives, policies, programs, and land use designations of the City of Roseville General Plan.

SECTION 2. Section 19.06.020 of the Zoning Ordinance of the City of Roseville, Ordinance No. 5428, is amended to change the zoning of that portion of certain real property within the City of Roseville located in the Douglas-Sunrise Corridor Specific Plan shown and so designated in Exhibit “H,” attached and incorporated herein by reference, is hereby rezoned as shown and also that properties so designated on Exhibit “H” are given Special Area – Douglas-Sunrise (/SA-AT) overlay designation, which establishes modified general district regulations, approval procedures, and other regulations, by reference to the regulations contained within Roseville Municipal Code Section 19.33.

SECTION 3. This ordinance shall be effective at the expiration of thirty (30) days from the date of adoption.

SECTION 4. The City Clerk is hereby directed to cause this ordinance to be published in full at least once within fourteen (14) days after it is adopted in a newspaper of general circulation in the City, or shall within fourteen (14) days after its adoption cause this ordinance to be posted in full in at least three (3) public places in the City and enter in the Ordinance Book a certificate stating the time and place of said publication byposting.

PASSED AND ADOPTED by the Council of the City of Roseville this _____ day of _____, 2022, by the following vote on roll

call: AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

ORDINANCE NO. 6602

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING ZONING
ORDINANCE NO. 5428 OF THE CITY OF ROSEVILLE
CHANGING THE ZONING OF CERTAIN REAL PROPERTY LOCATED
WITHIN THE CITY OF ROSEVILLE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. The Council of the City of Roseville has reviewed the findings of the Planning Commission recommending approval of the rezone specified herein, and makes the following findings pursuant to Section 19.86.050 of the Zoning Ordinance:

1. The rezone is in conformance with the public interest, health, safety, or welfare of the City; and
2. The rezone is consistent with the objectives, policies, programs, and land use designations of the City of Roseville General Plan.

SECTION 2. Section 19.06.020 of the Zoning Ordinance of the City of Roseville, Ordinance No. 5428, is amended to change the zoning of that portion of certain real property within the City of Roseville located in the Infill Planning Area as shown and so designated in Exhibit "I," attached and incorporated herein by reference.

SECTION 3. This ordinance shall be effective at the expiration of thirty (30) days from the date of adoption.

SECTION 4. The City Clerk is hereby directed to cause this ordinance to be published in full at least once within fourteen (14) days after it is adopted in a newspaper of general circulation in the City, or shall within fourteen (14) days after its adoption cause this ordinance to be posted in full in at least three (3) public places in the City and enter in the Ordinance Book a certificate stating the time and place of said publication byposting.

PASSED AND ADOPTED by the Council of the City of Roseville this _____ day of _____, 2022, by the following vote on roll

call: AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

ORDINANCE NO. 6603

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING SECTION 19.18.030 OF CHAPTER 19.18, AMENDING SECTION 19.24.020 OF CHAPTER 19.24, AMENDING SECTION 19.26.030 OF CHAPTER 19.26, AMENDING SECTION 19.78.020 OF CHAPTER 19.78, AND ADDING CHAPTER 19.33 OF TITLE 19 OF THE ROSEVILLE MUNICIPAL CODE REGARDING ZONING

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. Section 19.18.030 of Chapter 19.18 of Title 19 of the Roseville Municipal Code is hereby amended to read as follows:

19.18.030 Special area (SA) district.

A. Purpose. The SA, special area district is an overlay district which allows modification of the underlying general district regulations (including both permitted use types and development standards) by reference to regulations adopted either in a specific plan, which applies to the property so classified, or in the ordinance rezoning the property so classified.

B. Application of Special Area District. The City Council, in approving a zoning reclassification may combine the SA, special area district with any residential, commercial, industrial or urban reserve district. In combining the SA, special area district, the City Council may: delete principally permitted or conditionally permitted uses, may designate conditionally permitted uses as principally permitted uses, or require conditionally use permits for principally permitted uses. Provided, however, in all cases in which the SA, special area district is utilized, the permitted and conditionally permitted uses shall be consistent with any applicable specific plan.

C. Development Standards. Where property is zoned SA, special area district, development standards provided in the applicable adopted specific plan or the ordinance reclassifying the property shall supersede development standards contained in this title for the underlying zone district. If a standard is not addressed within the applicable specific plan or the ordinance reclassifying the property, it shall be governed by the standards established by the underlying zone district.

D. Designation on the Zoning Map. A SA, special area district shall be established with approval of a Zoning Ordinance amendment as specified in Chapter 19.86, and shall be designated on the Zoning Map with the underlying zone district by the symbol “/SA” followed by the ordinance number. The ordinance number shall refer to the ordinance which adopted the SA district. If a SA is within a specific plan, no ordinance number need be specified; provided, however, a reference to that specific plan is identified as follows: -SE (Southeast Roseville Specific Plan); -NE (Northeast Roseville Specific Plan); -NW (Northwest Roseville Specific Plan); -NC (North Central Roseville Specific Plan); -DW (Del Webb Specific Plan), -NR (North Roseville Specific Plan), -HR (Highland Reserve Specific Plan), -SR (Stoneridge Specific Plan), -WR (West Roseville Specific Plan), -RG (Riverside Gateway Specific Plan), -DT (Downtown

Specific Plan), -AT (Atlantic Street Corridor Specific Plan), -DH (Douglas-Harding Corridor Specific Plan), and -DS (Douglas-Sunrise Corridor Specific Plan).

SECTION 2. Section 19.24.020 of Chapter 19.24 of Title 19 of the Roseville Municipal Code is hereby amended to read as follows:

19.24.020 Nonconforming uses and structures.

A. Applicability. These regulations shall apply to all nonconforming uses, structures and parcels lawfully constructed or created in compliance with this Code and state law, or if within the Atlantic Street Corridor, Douglas-Harding Corridor, or Douglas-Sunrise Corridor Specific Plans, shall be regulated pursuant to Section 19.33.040.

B. Nonconforming Use. A nonconforming use may be continued, provided that no such use shall be enlarged or increased, nor extended to occupy a greater area than that which it lawfully occupied before becoming a nonconforming use except as otherwise allowed in this chapter or as follows:

- 1. Residential Use in a Commercial, Industrial or PD Zone.** The nonconforming use of a residential building in a nonresidential district may continue to be used as a residence subject to the residential zone development standards requirements of Section 19.10.030(A) (R1 district), until such time as the building is condemned, removed, or converted.
- 2. Nonresidential Use in a Residential Zone.** No expansion or modification of a nonresidential use in a residential zone shall be permitted.
- 3. Expansion of a Nonconforming Use in a Commercial, Industrial or PD Zone.** A nonconforming use, except for a residential use, in a commercial, industrial or PD zone may be expanded or modified provided that a Conditional Use Permit is first secured.
- 4. Substitution of Nonconforming Use.** Except as otherwise prohibited in subsection (C)(2), a nonconforming use may be substituted with a different nonconforming use provided it has the same, or a less intensive, use classification, only upon approval of a Conditional Use Permit. Such a new nonconforming use shall occupy the same area that is occupied by the existing nonconforming use.

C. Nonconforming Structure. A nonconforming structure may be used and maintained except as otherwise specified in this chapter or as follows:

- 1. Residential Buildings.**
 - a. Enlargement, extension, reconstruction, or structural alteration of a building designed as a dwelling, that is nonconforming only as to height and setback regulations is permitted if such additions or improvements conform to all other applicable provisions of this title, and the new construction does not expand the nonconformity.
 - b. Enlargement, extension, reconstruction, or structural alteration of a building designed as a dwelling in a nonresidential district is permitted if such additions or

improvements conform to all provisions of the district and the new construction does not expand the nonconformity.

2. Nonresidential Buildings. Enlargement, extension, reconstruction, or structural alteration of a building designed for nonresidential purposes that is nonconforming only as to height and setback regulations is permitted if such additions or improvements conform to all other applicable provisions of this title and the new construction does not expand the nonconformity.

a. Enlargement, extension, reconstruction, or structural alteration of a building designed for nonresidential purposes in a residential zone is not permitted.

D. Nonconforming Off-Street Parking. Reconstruction or structural alteration of a building with nonconforming parking or loading facilities, is permitted provided there is no expansion of use requiring additional parking as required by Section 19.26.030. The existing nonconforming parking and loading for the building may remain unchanged.

E. Damaged and Destroyed Nonconforming Buildings.

1. Damaged Building. A nonconforming building which is damaged by fire or calamity destroying 50 percent or less of its value, as determined by the chief building inspector, may be reconstructed, provided the structure shall not increase the degree of nonconformity.

2. Destroyed Building.

a. Building with a Nonconforming Use. The reconstruction of a building which is damaged by fire or calamity in excess of 50 percent of its value, as determined by the chief building inspector, which at the time was devoted to a nonconforming use, may be reconstructed only upon approval of a Conditional Use Permit. The nonconforming use shall not occupy a larger area of the reconstructed building than was occupied prior to its destruction. The reconstruction of the building shall be completed within 12 months of the date of damage or within the time frame specified in the Conditional Use Permit. No portion of the building as reconstructed, shall be located within the floodway overlay zone.

b. Nonconforming Building. The reconstruction of a building which is damaged by fire or calamity in excess of 50 percent of its value, as determined by the chief building inspector, which at the time was a nonconforming building, may be reconstructed only upon approval of a variance. The nonconforming building may be enlarged provided that any enlargement does not increase the nonconformity. The reconstruction of the building shall occur within 12 months after the date of damage. No portion of the building as reconstructed, shall be located within the floodway overlay zone.

F. Loss of Nonconforming Status. Except as provided in subsection (B)(1) of this section or where a shorter time period is specified by this title, a nonconforming use of a parcel or a nonconforming use of a conforming building which is discontinued for a period of six months shall be deemed abandoned. Without further action by the City, further use of the parcel or structure shall comply with all the regulations of the zone district in which the parcel or structure is located, and all other applicable provisions of this title.

SECTION 3. Section 19.26.030 of Chapter 19.26 of Title 19 of the Roseville Municipal Code is hereby amended to read as follows:

19.26.030 Parking space requirements by use type.

The number of off-street parking spaces required for the land uses identified by Article II (Zoning Districts and Permitted Uses) shall be as provided by this section, except where parking requirements are established by Article IV (Special Area and Specific Use Requirements) for a particular use.

A. Number of Spaces Required. The number of off-street parking spaces required for new uses shall be based upon the use type, listed below.

1. Terms Used in Tables. The following terms are used throughout the tables and are defined below:

“Square feet” means the total gross building/tenant space area;

“Use area” means the total of gross building/tenant space area plus the gross area of any outdoor/storage/activity.

2. Civic use types shall provide off-street parking spaces as follows:

CIVIC USE TYPES	NUMBER OF PARKING SPACES REQUIRED
Community Assembly	
Places of Worship	1 per 3 fixed seats or 1:50 sq. ft. for non-fixed seats in the assembly area, plus 1 per classroom
Club, Lodges, Meeting Halls	1 per 3 fixed seats or 1:50 sq. ft. for non-fixed seats in the assembly area
Public Community Facilities	As determined as part of the design review approval
Community Services	As determined as part of the design review approval
Essential Services	None
Hospital Services	
General Hospital Services	1 per doctor, plus 1 per 3 employees for the largest shift, plus 1 per 3 beds
Psychiatric Hospital Services	1 per doctor, plus 1 per 3 employees for the largest shift, plus 1 per 3 beds
Intensive Public Facilities	As determined as part of the design review approval
Libraries and Museums, Private	1 per 400 sq. ft.
Public Parking Services	As determined as part of the design review approval

CIVIC USE TYPES	NUMBER OF PARKING SPACES REQUIRED
Schools	
College and Universities	As determined as part of the design review approval
Public/Private Elementary, Middle and Junior High	2 per classroom, plus 60 lineal feet of loading area for every 100 students
High Schools	1 per classroom, plus 1 per every 4 students, plus 60 lineal feet of loading area for every 200 students
Social Services	
Emergency Shelter	1 per staff member, plus 1 per every 10 shelter residents
Food Distribution	1 per employee, plus 1 per every 500 sq. ft. of floor area
Food Service Facility	1 per employee, plus 1 per every 4 seats within facility

3. Residential use types shall provide off-street parking spaces as follows:

RESIDENTIAL USE TYPES	NUMBER OF PARKING SPACES REQUIRED
Accessory Dwelling Units	
Studios	None
1+ Bedrooms	1 per dwelling. For exceptions, see Chapter <u>19.60</u> (Accessory Dwelling Units)
Caretaker/Employee Housing	2 per dwelling
Community Care Facility, Small	2 per dwelling
Community Care Facility, Large	2 per dwelling plus 0.5 per sleeping room (a maximum of 2 spaces may be located within the front setback)
Dwelling	
Multi-Family	
Studio	1.5 per unit, plus guest parking (see below)
1 Bedroom	1.5 per unit, plus guest parking (see below)
2+ Bedrooms	2 per unit, plus guest parking (see below)
Senior Citizen Apartments	1 per unit, plus guest parking (see below)
Guest Parking	Projects with 10 or more dwelling units shall provide 1 additional space for each 10 dwelling units or portion thereof
Single-Family and Two-Family	2 per dwelling
Family Day Care Home, Small	2 per dwelling plus 1 space for loading
Family Day Care Home, Large	2 per dwelling plus 1 space per employee not residing in the home, plus loading areas as required by Section <u>19.46.020(B)</u>
Mobile Home Park	2 per dwelling unit plus 1 guest space for each 10 dwelling units or

	portion thereof
Rooming and Boarding Houses	2 per dwelling plus 0.5 per sleeping room (a maximum of 2 spaces may be located within the front setback)

4. Commercial use types shall provide off-street parking spaces as follows, but no fewer than four spaces for each separate commercial use or tenant:

COMMERCIAL USE TYPES	NUMBER OF PARKING SPACES REQUIRED
Adult Business Establishments	1 per 300 sq. ft.
Animal Sales and Service	
Grooming and Pet Stores	1 per 300 sq. ft.
Kennels	Minimum 10 spaces
Veterinary Clinic	1 per 150 sq. ft.
Veterinary Hospital	1 per 150 sq. ft.

Automotive and Equipment	
Automotive Rentals	1 per 300 sq. ft. of office plus 1 per 1,000 sq. ft. of fleet or vehicle storage area
Automotive Repairs	1 per 400 sq. ft. plus 1 per bay plus 1 for every company vehicle
Automotive Sales	1 per 1,000 sq. ft. of indoor and outdoor display area
Car Wash and Detailing	
Full Service	10 spaces or 3 times internal washing capacity, whichever is greater; additional parking required for drying or vacuum areas and 100 lineal feet for stacking
Self-Service	4 spaces; additional parking required for drying or vacuum areas and 20 lineal feet in front of each bay for stacking
Automatic Car Wash Service	1 space per drying and vacuum areas plus 100 linear feet in front of car wash for stacking
Commercial Parking	As determined as part of the design review approval
Equipment Rental and Sales	1 per 300 sq. ft. of office plus 1 per 1,000 sq. ft. of outdoor display area
Gasoline Sales	
With Neighborhood Commercial Sales	1 per 300 sq. ft. of commercial sales area with a 5 space minimum

COMMERCIAL USE TYPES	NUMBER OF PARKING SPACES REQUIRED
Without Neighborhood Commercial Sales	5 spaces
With Repair	1 per 300 sq. ft. of commercial sales area with a 5 space minimum plus 2 spaces per service bay
Impound Yards	1 per 250 sq. ft. of office plus 1 for every company vehicle
Storage of Operable Vehicles	1 per 250 sq. ft. of office plus 1 for every company vehicle
Banks and Financial Institutions	1 per 250 sq. ft. plus 1 additional space per ATM machine which may be a reserved space at the discretion of the property owner or landlord
Bars and Drinking Places	1 per 50 sq. ft.
Broadcasting and Recording Studios	As determined as part of the design review approval
Building Material Stores	1 per 300 sq. ft. of building area plus 1 per 1,000 sq. ft. of outdoor display/storage area
Business Support Services	1 per 300 sq. ft.
Commercial Recreation	
Amusement Center	1 per 200 sq. ft.
Indoor Entertainment	
Theater	1 per 3.5 fixed seats or 1 per 50 sq. ft. for non-fixed seating or as determined as part of the design review approval
Indoor Sports and Recreation	
Billiard and Pool Hall	2 per table plus additional spaces as required for other uses in the facility (e.g., restaurant)
Bowling Center	5 per lane plus additional spaces as required for other uses in the facility (e.g. restaurant)
Handball, Tennis, Racquet Ball Facilities	2 per court plus additional spaces as required for other uses in the facility (e.g., restaurant)
Health Clubs and Athletic Clubs	1 per 150 sq. ft. of weight room, pool and spa area plus 1 per 50 sq. ft. of aerobics or martial arts area plus 1 per tanning or massage room plus additional spaces as required for other uses in the facility, excluding area for locker and dressing rooms
Indoor Sport Arenas (such as soccer, volleyball)	50 per field or sports court plus 1 per 3 fixed seats for spectator area plus additional spaces as required for other uses at the facility (e.g., retail)

COMMERCIAL USE TYPES	NUMBER OF PARKING SPACES REQUIRED
Skating/Ice Rinks	1 per 175 sq. ft.
Outdoor Entertainment	As determined as part of the design review approval
Outdoor Sports and Recreation	
Amusement Parks	As determined as part of the design review approval
Driving Range	1.5 per tee plus additional spaces as required for other uses at the facility (e.g., golf course)
Golf Course	6 per hole plus additional spaces as required for other uses at the facility (e.g., driving range, restaurant, pro shop)
Handball, Tennis, Racquet Ball Facilities	2 per court plus additional spaces as required for other uses at the facility (e.g., restaurant)
Miniature Golf Course	2 per hole plus additional spaces as required for other uses at the facility (e.g., restaurant)
Swimming Pools	1 per 100 sq. ft. of pool area
Residential Recreation Facilities	As specified for the sum of all of the uses within the facility by utilizing the parking requirement for each use as outlined throughout this chapter
Large Amusement Complexes	As determined as part of the design review approval
Community Care Facilities	0.75 per unit
Day Care Centers	1 per employee plus 1 per company vehicle plus a loading space for every 8 persons at the facility. The number of persons permitted at the facility is determined as a part of the licensing by the state or county
Eating and Drinking Establishments	
Fast Food with Drive Through	1 per 100 sq. ft.
Convenience	1 per 100 sq. ft.
Full Service	1 per 100 sq. ft.
Enclosed Outdoor Seating See Chapter <u>19.52</u>	1 per 100 sq. ft.
Food and Beverage Retail Sales	1 per 300 sq. ft.
Funeral and Interment Services	1 per 3 fixed seats or 1 per 50 sq. ft. of assembly area

COMMERCIAL USE TYPES	NUMBER OF PARKING SPACES REQUIRED
Lodging Services	1 per room plus additional spaces as required for other uses in the facility
Long Term Care Facilities	1 per 3 employees for largest shift, plus 1 per 3 beds
Maintenance and Repair of Appliances	1 per 300 sq. ft.
Medical Services	
General	1 per 150 sq. ft.
Low Traffic Generating	1 per 200 sq. ft.
Medical Campus/MOB	1 per 200 sq. ft.
Neighborhood Commercial	1 per 300 sq. ft.
Nightclubs	1 space per 2 occupants based on maximum occupancy load of the building as calculated by the <u>California Building Code</u> plus bus space as determined as part of the Conditional Use Permit
Nursery, Retail	1 per 300 sq. ft. plus 1 per 1,000 sq. ft. of outdoor display/storage area
Offices, Professional	1 per 250 sq. ft. of net leasable square footage as determined with approval of the initial building shell. Where a more intensive office use, as determined by the Planning Manager (i.e., call and telemarketing centers), is proposed the required parking shall be determined as part of the Design Review Permit approval, or via a zoning clearance pursuant to the provisions of Section <u>19.26.030(B)</u> .
Personal Services	1 per 300 sq. ft.
Retail Sales and Services	
Furniture, Large Appliance, Floor Covering	1 per 400 sq. ft.
General Retail	1 per 300 sq. ft.
Shopping Centers (minimum of 4 commercial establishments, designed or planned in a coordinated fashion, utilizing such elements as common access and parking)	Designed and planned at 1 per 200 sq. ft. As tenant spaces are leased, each tenant shall utilize the parking requirement for that use as outlined in this chapter
Specialized Education and Training	
Vocational Schools and	1 per 50 sq. ft. of instructional area plus 1 per 250 sq. ft. of office

COMMERCIAL USE TYPES	NUMBER OF PARKING SPACES REQUIRED
Specialty Schools	area
Storage, Personal Storage Facilities	4 spaces plus 2 spaces for the manager's quarters

5. Industrial use types shall provide off-street parking spaces as follows, but no fewer than four spaces for each separate industrial use or tenant:

INDUSTRIAL USE TYPES	NUMBER OF PARKING SPACES REQUIRED
Day Care Centers, Secondary	None, see parking requirements for applicable industrial use type
Equipment and Material Storage Yards	1 per 300 sq. ft. plus 1 per 10,000 sq. ft. of yard area
General Industrial	1 per 1,000 sq. ft. Where other uses exceed 10% of the gross floor area (e.g., office, warehouse, etc.) the parking requirement shall be the combined total for each use as outlined in this chapter or as otherwise determined by design review approval
Hazardous Materials Handling	1 per 1,000 sq. ft. Where other uses exceed 10% of the gross floor area (e.g., office, warehouse, etc.) the parking requirement shall be the combined total for each use as outlined in this chapter or as otherwise determined by design review approval
Light Manufacturing	1 per 1,000 sq. ft. Where other uses exceed 10% of the gross floor area (e.g., office, warehouse, etc.) the parking requirement shall be the combined total for each use as outlined in this chapter or as otherwise determined by design review approval
Recycling, Scrap and Dismantling	
Enclosed	1 per 250 sq. ft. of office area, plus 1 per 10,000 sq. ft. of yard area
Unenclosed	
Research Services	1 per 3,000 sq. ft., plus 1 per company vehicle
Specialized Industrial	As determined as part of the design review approval
Wholesale and Distribution	
Light	1 per 1,000 sq. ft.
Heavy	Where other uses exceed 10% of the gross floor area (e.g., office, warehouse, etc.) the parking requirement shall be the combined total for each use as outlined in this chapter or as otherwise determined by design review approval

6. Transportation and communication use types shall provide off-street parking spaces as follows:

TRANSPORTATION AND COMMUNICATION USE TYPES	NUMBER OF PARKING SPACES REQUIRED
Antennas and Communications Facilities	
Developed Lot	None, see parking requirements for applicable use type
Undeveloped Lot	1 per full-time employee
Bus Depots	As required by Chapter <u>19.36</u>
Heliports	As determined as part of the design review approval
Intermodal Facilities	As determined as part of the design review approval

B. Special Parking Requirements. The number of parking spaces required for uses not specifically listed in subsection A shall be determined by the Planning Manager based on common functional, product or compatibility characteristics and activities, as provided for in Section 19.08.050 (Classification of uses not specifically listed).

1. Uses Not Listed. The number of parking spaces required for uses not specifically listed in subsection A shall be determined by the Planning Manager based on common functional, product or compatibility characteristics and activities, as provided for in Section 19.08.050 (Classification of uses not specifically listed).

2. New Buildings or Development Projects Without Known Tenants. If the type of tenants that will occupy a non-residential building are not known at the time of the development entitlement or building permit approval, the amount of parking to be provided shall be:

The minimum number of parking spaces required by subsection A for any land use allowed on the site by the applicable zoning, provided that the Planning Manager determines the proposed building as designed can reasonably accommodate such use, and provided further a zoning clearance certification is obtained to authorize the use.

3. Mixed Use Projects. Where a project contains more than one major use classification (such as a residential and a commercial use), the amount of parking to be provided shall be the total of that required for each use, except as otherwise provided by subsection C (adjustment to number of required parking spaces).

4. Tenant Spaces with Multiple Functions. When a tenant has several functions, such as sales and office, the amount of parking to be provided for the tenant shall be calculated as specified by subsection A for the primary use, using the gross floor area of the tenant space.

5. Tenant Spaces with Accessory Storage. When a tenant has enclosed accessory storage in excess of 2,000 square feet, the required parking for that portion of the tenant space dedicated to storage shall be calculated as specified by subsection (A)(5) for warehousing which is one parking space per 1,000 square feet of warehousing. The required parking for the remainder of the tenant space shall be calculated as specified in subsection A using the primary use.

6. Changes in Use. When an existing use is enlarged, increased or intensified, or a new use having greater parking requirements than the previous use is proposed, the required number of parking spaces for the new use or existing, enlarged, increased or intensified use shall be calculated as specified by subsection A.

7. Rounding Off. When the required number of parking spaces is other than a whole number, the total number of spaces shall be rounded to the nearest whole number (0.49 and below round down, 0.50 and above round up).

8. Commercial Centers. Commercial centers and building complexes shall provide parking which is the sum of all users within the commercial center or building complex as specified in subsection A, regardless of whether or not the parking is provided on a single or multiple parcels. Where parking is provided on multiple parcels, reciprocal parking and access agreements shall be recorded to provide equal use and access to parking for all users within the commercial center or building complex.

9. Professional Office Uses. Professional office projects shall calculate parking based on the net leasable square footage of the proposed office building(s). Net square footage shall be 90 percent of the total square footage of the proposed building(s). The net square footage shall be determined at original building shell approval and subsequent tenant improvements shall not be granted any additional reduction for net square footage.

C. Adjustment to Number of Required Parking Spaces. The number of parking spaces required by subsection A may be reduced as follows:

1. Specific Plan Provisions. Provisions may be made in a specific plan to allow reductions in the number of required parking spaces based upon special provisions, such as providing golf cart or electric car parking where special provisions are made for golf carts or electric cars.

2. Parking Reductions for Shared Parking. If an applicant believes the number of parking spaces required for their building complex as specified in subsection A (which is the sum of all the users within the building complex) is not applicable because the hours of operation of different tenants/uses within the building complex will effectively allow for dual use of the parking spaces then the applicant may request an Administrative Permit, or if within the Atlantic Street Corridor, Douglas-Harding Corridor, or Douglas-Sunrise Corridor Specific Plans may process the request as part of a Design Review Permit, pursuant to Section 19.33.070. The Approving Authority shall be the Planning Manager.

The applicant shall have the burden of proof for requesting a reduction in the total number of required off-street parking spaces, and documentation shall be submitted substantiating this request. Shared parking reductions shall only be approved by the Approving Authority if:

- a. A sufficient number of spaces are provided to meet the greatest parking demand of the participating uses;
- b. Satisfactory evidence is provided describing the nature of the uses and the times when the uses operate so as to demonstrate the lack of potential conflict between them;
- c. Overflow parking will not impact any adjacent use; and
- d. Additional documents, covenants, deed restrictions, or other agreements as may be deemed necessary by the Planning Manager are executed to assure that the required parking spaces provided are maintained and uses with similar hours and parking requirements as those uses sharing the parking facilities remain for the life of the project.

3. Parking Reductions for an Individual Use. If an applicant for a proposed use believes the number of parking spaces required for their use as specified in subsection A is not applicable because their use functions differently than the generic use type and associated parking standards established in this title, then the applicant may request an Administrative Permit, or if within the Atlantic Street Corridor, Douglas-Harding Corridor, or Douglas-Sunrise Corridor Specific Plans may process the request as part of a Design Review Permit, pursuant to Section 19.33.070. The Approving Authority shall be the Planning Manager. The applicant shall have the burden of proof for requesting a reduction in the total number of required off-street parking spaces, and documentation shall be submitted substantiating the request. Such documentation may include, but is not limited to: a parking study of another facility of the same use which is similar in size and operation, calculating the required parking spaces with field data of peak parking usage. Reduced parking shall only be approved by the Approving Authority if:

- a. Satisfactory evidence is provided describing the nature of the use, the operation and data from other facilities or similar facilities so as to demonstrate that the required parking standards are excessive and the proposed parking standards are appropriate; and
- b. Overflow parking will not impact any adjacent use.

4. Parking Reductions for Eating and Drinking Establishments. The Approving Authority for any application for a parking reduction by an eating and drinking establishment as defined in Section 19.08.090(L) **shall be the Planning Commission.**

D. Downtown/Old Town Parking Requirements. All principally permitted uses within the historic district (HD) and central business district (CBD) zone districts, with the exception of community assembly, colleges and universities, and new uses requiring and discretionary permit shall be permitted in the HD and CBD zone districts without the need to provide additional off-street parking.

Community assembly, college and university uses and new uses which require a discretionary permit, shall comply with the parking standards specified in subsection A, or request approval of a parking reduction or variance from the parking standards.

SECTION 4. Section 19.78.020 of Chapter 19.78 of Title 19 of the Roseville Municipal Code is hereby amended to read as follows:

19.78.020 Required public hearings, authorized Approving Authority and public notice.

Type “A.” The public hearing may be waived. Notice of an intent to approve a development entitlement shall be mailed at least 10 days prior to an action to the applicant, the property owner, the owners, as shown on the most recent secured assessor’s roll, of property within 300 feet of the property involved in the application, and all persons who have requested notice, pursuant to Section 19.78.050 of this title. Should a public hearing be requested as a result of the notice, or as otherwise permitted by this title, the Approving Authority shall be as identified in Section 19.74.010 and notice of the public hearing shall be as identified in Type “B”.

Type “B.” Public hearing is required. Notice of the hearing shall be mailed at least 10 days prior to the public hearing to the applicant, the property owner, the owners, as shown on the most recent secured assessor’s roll, of property within 300 feet of the property involved in the application, and each local agency expected to provide water, sewer, streets, roads, schools or other essential facilities or services to the site. Notice shall also be provided to all persons who have requested notice, pursuant to Section 19.78.050 of this title. The radius list for notice of a permit application for an adult establishment shall be expanded as required by Section 19.32.030 of this title. The radius list for notice of a permit application for a nightclub use shall be expanded as required by Section 19.49.040 of this title.

10 days prior to the public hearing, notice shall also be provided by at least one of the following methods:

1. Publication in a newspaper of general circulation within the City; or
2. Posting in at least three public places within the City and posting the application site.

Type “C.” The public hearing may be waived. Notice of intent to approve a development entitlement shall be posted on the subject site, by the property owner, at least 10 days prior to an action to the applicant and/or the property owner(s). Should a public hearing be requested as a result of the notice, or as otherwise permitted by this title, the Approving Authority shall be as identified in Section 19.74.010 and notice of the public hearing shall be as identified in Type “B”.

Type “D.” No public hearing required and no public notice is required.

REQUIRED HEARINGS, AUTHORIZED APPROVING AUTHORITY AND PUBLIC NOTICE

	APPROVING AUTHORITY
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	PLANNING MANAGER	DESIGN COMMITTEE	PLANNING COMMISSION
TYPE OF PERMIT OR VARIANCE	NOTICE TYPE		
Administrative Permit	A		
Conditional Use Permit			B
Development Agreement			B
Design Review Permit	A	B	
Design Review Permit, Minor	C		
Design Review Permit for Residential Subdivision			B
Extension	A		A
Flood Encroachment Permit			B
Major Project			
Stage I - Preliminary Development Plan			B
Stage II - Architecture and Landscape Review			B
Stage III - Final Plans	D		
Modification	A		
Planned Development Permit			B
Tree Permit		B	B
Tree Permit, Administrative	D		
Variance			B

	APPROVING AUTHORITY		
	PLANNING MANAGER	DESIGN COMMITTEE	PLANNING COMMISSION
TYPE OF PERMIT OR VARIANCE	NOTICE TYPE		
Variance, Administrative	A		

SECTION 5. Chapter 19.33 of Title 19 of the Roseville Municipal Code is hereby added to read as follows:

**CHAPTER 19.33
COMMERCIAL CORRIDOR SPECIFIC PLANS**

19.33.010 Purpose.

The Commercial Corridor Specific Plans include the Atlantic Street Corridor Specific Plan, the Douglas-Harding Corridor Specific Plan, and the Douglas-Sunrise Corridor Specific Plan (“Corridor Plans”). This special area district includes the establishment of procedures to implement the policies and development standards of the Corridor Plans and is the primary document used to guide development processes and permitted uses within the Corridor Plans. The special area district establishes permitted and conditionally permitted uses for various zone districts, standards for non-conforming uses and buildings, development standards and parking standards, and entitlement processes that vary from the processes established within Title 19 Article V of the Roseville Municipal Code.

19.33.020 District boundaries.

A. Atlantic Street Corridor Specific Plan. Consists of approximately 73 acres of land and is generally bounded by Atlantic Street to the north, Shearer Street or the Dry Creek Open Space to the south, Interstate 80 to the east, and Folsom Road to the west.

B. Douglas-Harding Corridor Specific Plan. Consists of approximately 152 acres of land and is generally bounded by Lead Hill Road to the north, Douglas Boulevard to the south, Interstate 80 to the east, and Park Drive to the west.

C. Douglas-Sunrise Corridor Specific Plan. Consists of approximately 251 acres of land and is generally bounded by Lead Hill Road to the north, Coloma Road to the south, Rocky Ridge Drive to the east, and Interstate 80 to the west.

19.33.030 Permitted uses.

A. General. Land uses within the Corridor Plans are implemented through application of zone districts. In recognition of the goals of the Corridor Plans this special area district

(“District”) applies to all Multifamily Residential (R3), Business Professional (BP), Neighborhood Commercial (NC), Community Commercial (CC), and General Commercial (GC) zone districts within the Specific Plan boundaries within the Corridor Plans. The District standards do not apply to any zone districts not listed in the tables below, such as the Single-Family (R1), Small-Lot (RS), or Two-Family (R2) Residential zone districts. The District customizes the permitted uses of general zone districts to reflect the unique nature and community character goals of the Specific Plan.

B. Permitted Use Types. Use tables are provided for each of the three Corridor Plans. The tables specify permitted uses, conditionally permitted uses, administratively permitted uses, and prohibited uses for certain zoning designations within the Specific Plan. Principally permitted uses (P) indicate that the use is allowed in the specified zone. Conditionally and administratively permitted uses require the granting of a Conditional Use Permit (CUP) or Administrative Permit (A), respectively, as provided in Chapter 19.72 and 19.74 of the Roseville Municipal Code. Prohibited uses (-) are not allowed in the specified zone district. Use type classifications are defined in Chapter 19.08 of the Roseville Municipal Code. This District relies on the classification system and definitions established in the Roseville Municipal Code.

A zone district which is not listed within the tables below is regulated in accordance with Article II of Title 19. A use which is listed within the permitted use tables of Article II of Title 19, but is not listed below is generally prohibited. Where a use is not specifically listed in either Article II of Title 19 or the tables below, the Planning Manager may determine whether the use is generally consistent or of the same general character as one or more listed uses to determine whether the use is permitted. Existing buildings, structures, and uses permitted within the Specific Plan area as of the effective date of this chapter shall continue to be permitted and exempt from the requirements of this chapter as legal nonconforming.

ATLANTIC STREET CORRIDOR PERMITTED USE TABLE			
	CC	GC	R3
AGRICULTURAL AND OPEN SPACE USE TYPES			
Animal Keeping	-	-	P
Resource Protection and Restoration	P	P	P
Resource Related Recreation	P	P	P
CIVIC USE TYPES			
Community Assembly	P	P	P
Community Services	P	P	CUP
Essential Services	P	P	P
Hospital Services			
General Hospital Services	P	CUP	-
Psychiatric Hospital Services	P	CUP	-

ATLANTIC STREET CORRIDOR PERMITTED USE TABLE			
	CC	GC	R3
Libraries and Museums, Private	P	P	-
Public Parking Services	P	P	-
Schools			
College and University	P	P	-
Public/Private Elementary and Secondary	CUP	CUP	CUP
Social Services			
Emergency Shelter ⁽¹⁾	CUP	CUP	-
Food Distribution ⁽²⁾	CUP	A/CUP	-
Food Service ⁽³⁾	CUP	A/CUP	-
Power Generating Facilities ⁽⁴⁾			
Emergency	A	A	P
Supplemental/Individual Use	CUP	CUP	P
Passive Power	P	P	P
RESIDENTIAL USE TYPES			
Accessory Dwelling Units ⁽⁵⁾	P	P	P
Caretaker/Employee Housing	P	P	P
Community Care Facilities, Small	P	P	P
Community Care Facilities, Large	P	P	P
Dwelling⁽⁷⁾			
Multi-Family	P	-	P
Single-Family	P/CUP ⁽⁸⁾	CUP	P
Two-Family	P/CUP ⁽⁸⁾	CUP	P
Family Day Care Home, Small	P	P	P
Family Day Care Home, Large ⁽⁹⁾	P	P	P
Live/Work	P	P	P
Long Term Care Facility, Small ⁽¹⁰⁾	-	-	P
Long Term Care Facility, Large	-	-	A
Low-Barrier Navigation Centers ⁽¹¹⁾	-	-	P
Mobile Home Park	-	-	CUP

ATLANTIC STREET CORRIDOR PERMITTED USE TABLE			
	CC	GC	R3
Rooming and Boarding House	-	-	P
Short-Term Rental ⁽¹²⁾	-	-	P
Single Room Occupant	-	-	-
COMMERCIAL USE TYPES			
Animal Sales and Service			
Grooming and Pet Stores	P	P	-
Kennels	-	CUP	-
Veterinary Clinic	P	P	-
Veterinary Hospital	CUP	CUP	-
Automotive and Equipment			
Automotive Body and Equipment Repair	-	P/CUP ⁽¹³⁾	-
Automotive Rentals	-	P	-
Automotive Repairs	CUP	P	-
Automotive Sales	CUP	P	-
Car Wash and Detailing	CUP	P	-
Gasoline Sales ⁽¹⁴⁾	P/CUP	P/CUP	-
Heavy Equipment Rental and Sales	-	P	-
Banks and Financial Services	P	P	-
Bars and Drinking Places	P	P	-
Broadcasting and Recording Studios	P	P	-
Business Support Services	P	P	-
Commercial Recreation			
Amusement Center	P	P	-
Indoor Entertainment	P	P	-
Indoor Sports and Recreation	P	P	-
Large Amusement Complexes	P	CUP	-
Outdoor Entertainment	P	CUP	-
Outdoor Sports and Recreation	P	P	A
Community Care Facility, Commercial	P	P	P
Day Care Center	P	P	A
Eating and Drinking Establishments			
Fast Food with Drive-Through ⁽¹⁴⁾	P/CUP	P/CUP	-

ATLANTIC STREET CORRIDOR PERMITTED USE TABLE			
	CC	GC	R3
Convenience	P	P	-
Full Service	P	P	-
Food and Beverage Retail Sales	P	P	-
Funeral and Interment Services	P	P	-
Lodging Services	P	P	-
Long Term Care Facility	P	P	-
Maintenance and Repair	P	P	-
Medical Services, General	P	P	-
Neighborhood Commercial	P	-	-
Nightclubs ⁽¹⁵⁾	CUP	CUP	-
Nursery, Retail	P	P	-
Offices, Professional	P	P	-
Personal Services	P	P	-
Retail Sales and Services	P	P	-
Specialized Education and Training			
Vocational Schools	P	P	-
Specialty Schools	P	P	-
Storage, Personal Storage Facility	-	P	-
INDUSTRIAL USE TYPES			
Laundries, Commercial	CUP	CUP	-
Printing and Publishing	-	CUP	-
Research Services	-	P	-
Wholesaling and Distribution, Light	-	P	-
TRANSPORTATION AND COMMUNICATION USE TYPES			
Intermodal Facilities ⁽¹⁶⁾	CUP	CUP	-
Telecommunication Facilities ⁽¹⁷⁾	P/A/CUP	P/A/CUP	A/CUP

Notes:

- (1) Additional requirements are contained in Chapter 19.38.
- (2) Additional requirements are contained in Chapter 19.40.
- (3) Additional requirements are contained in Chapter 19.39.
- (4) Additional requirements are contained in Chapter 19.55.
- (5) Accessory dwelling/junior accessory dwelling units are only permitted within areas zoned to allow single-family, two-family or multi-family residential use and must be located on a lot that contains an existing or proposed single-family, two-family or multi-family dwelling unit as defined in Sections 19.08.080(F)(1) and (F)(2) (Residential Use Types). See Chapter 19.60 for additional accessory dwelling/junior accessory dwelling unit regulations.
- (6) Multifamily residential is principally permitted without a Conditional Use Permit in the GC zone where residential uses already existed on a site prior to adoption of this Specific Plan.

- (7) Transitional housing and supportive housing are residential uses types and are permitted (P) where residential uses are permitted (P) or conditionally permitted (CUP).
- (8) Single-family and two-family uses are permitted at minimum densities of 23 units/acre, but otherwise require a Conditional Use Permit, except that any parcel in a residential zone district may be developed with two single-family homes.
- (9) See Chapter 19.46 for large family day care home regulations.
- (10) A long-term care facility which serves six (6) or fewer persons shall be considered a residential use of the property.
- (11) Low Barrier Navigation Centers are exempt from a Design Review Permit.
- (12) Short-Term Rentals are only permitted in a single-family dwelling unit. See Chapter 4.25 for additional Short-Term Rental requirements.
- (13) A Conditional Use Permit is required for auto body and equipment repair uses which are within 300 feet of a residential zone (R1, R2, RS, or R3) or a single-family or multifamily home, and if located outside of this buffer are principally permitted.
- (14) A conditional use permit is required for fast food with drive through establishments or gasoline sales establishments contiguous to: (a) properties with a residential zoning designation; (b) parcels designated as a public utilities easement or landscape easement which are contiguous to a property having a residential zoning designation; and (c) any other parcel of land upon which a building cannot be developed and which separates the subject parcel by less than 100 feet which is contiguous to a property having a residential zoning designation. A conditional use permit is not required for these uses if the subject parcel is separated from properties with a residential zoning designation by a public roadway.
- (15) Additional requirements are contained in Chapter 19.49.
- (16) Additional requirements are contained in Chapter 19.36.
- (17) Additional requirements are contained in Chapter 19.34.

DOUGLAS-HARDING CORRIDOR PERMITTED USE TABLE					
	BP	NC	CC	GC	R3
AGRICULTURAL AND OPEN SPACE USE TYPES					
Animal Keeping	-	-	-	-	P
Resource Protection and Restoration	P	P	P	P	P
Resource Related Recreation	P	P	P	P	P
CIVIC USE TYPES					
Community Assembly	CUP	P	P	P	P
Community Services	P	CUP	P	P	CUP
Essential Services	P	P	P	P	P
Hospital Services					
General Hospital Services	-	-	CUP	CUP	-
Psychiatric Hospital Services	-	-	CUP	CUP	-
Libraries and Museums, Private	-	CUP	P	P	-
Public Parking Services	P	P	P	P	-
Schools					
College and University	A	-	P	P	-
Public/Private Elementary and Secondary	-	CUP	CUP	CUP	CUP
Social Services					

DOUGLAS-HARDING CORRIDOR PERMITTED USE TABLE					
	BP	NC	CC	GC	R3
Emergency Shelter ⁽¹⁾	-	-	-	CUP	-
Food Distribution ⁽²⁾	-	-	-	A/CUP	-
Food Service ⁽³⁾	-	-	-	A/CUP	-
Power Generating Facilities ⁽⁴⁾					
Emergency	A	A	A	A	P
Supplemental/Individual Use	CUP	CUP	CUP	CUP	CUP
Passive Power	P	P	P	P	P
RESIDENTIAL USE TYPES					
Accessory Dwelling Units ⁽⁵⁾	-	P	P	P	P
Caretaker/Employee Housing	-	P	P	P	P
Community Care Facilities, Small	P	P	P	P	P
Community Care Facilities, Large	CUP	CUP	CUP	CUP	P
Dwelling ⁽⁶⁾					
Multi-Family	-	P	P	-	P
Single-Family	-	P/CUP ⁽⁷⁾	P/CUP ⁽⁷⁾	P/CUP ⁽⁷⁾	P
Two-Family	-	P/CUP ⁽⁷⁾	P/CUP ⁽⁷⁾	P/CUP ⁽⁷⁾	P
Family Day Care Home, Small	P	P	P	P	P
Family Day Care Home, Large ⁽⁸⁾	-	P	P	P	P
Live/Work	P	P	P	-	P
Long Term Care Facility, Small ⁽⁹⁾	-	-	-	-	CUP
Long Term Care Facility, Large	-	-	-	-	P
Low-Barrier Navigation Centers ⁽¹⁰⁾	-	P	P	-	P
Mobile Home Park	-	-	-	-	CUP
Rooming and Boarding House	-	-	-	-	P
Short-Term Rental ⁽¹¹⁾	-	-	-	-	P
Single Room Occupant	P	P	P	P	P
COMMERCIAL USE TYPES					
Animal Sales and Service					
Grooming and Pet Stores	-	P	P	P	-
Kennels	-	-	-	CUP	-
Veterinary Clinic	-	CUP	P	P	-
Veterinary Hospital	-	-	CUP	CUP	-
Automotive and Equipment					

DOUGLAS-HARDING CORRIDOR PERMITTED USE TABLE					
	BP	NC	CC	GC	R3
Automotive Body and Equipment Repair	-	-	-	CUP	-
Automotive Rentals	-	-	-	P	-
Automotive Repairs	-	-	CUP	P	-
Automotive Sales	-	-	CUP	P	-
Car Wash and Detailing	-	-	CUP	P	-
Gasoline Sales ⁽¹²⁾	CUP	P/CUP	P/CUP	P/CUP	-
Heavy Equipment Rental and Sales	-	-	-	P	-
Banks and Financial Services	P	P	P	P	-
Bars and Drinking Places	-	-	P	P	-
Broadcasting and Recording Studios	P	-	-	P	-
Business Support Services	P	-	P	P	-
Commercial Recreation					
Amusement Center	-	CUP	P	P	-
Indoor Entertainment	-	-	P	P	-
Indoor Sports and Recreation	-	-	P	P	-
Large Amusement Complexes	-	-	-	CUP	-
Outdoor Entertainment	-	-	-	CUP	-
Outdoor Sports and Recreation	-	-	-	P	-
Community Care Facility, Commercial	-	-	-	-	CUP
Day Care Center	P	P	P	P	P
Eating and Drinking Establishments					
Fast Food with Drive-Through ⁽¹²⁾	-	-	P/CUP	P/CUP	-
Convenience	P	P	P	P	-
Full Service	P	P	P	P	-
Food and Beverage Retail Sales	-	-	P	P	-
Funeral and Interment Services	-	-	P	P	-
Lodging Services	-	-	P	P	-
Long Term Care Facility	CUP	CUP	P	P	CUP
Maintenance and Repair	-	P	P	P	-
Medical Services, General	P	P	P	P	-

DOUGLAS-HARDING CORRIDOR PERMITTED USE TABLE					
	BP	NC	CC	GC	R3
Neighborhood Commercial	P	P	-	-	A
Nightclubs ⁽¹³⁾	-	-	CUP	CUP	-
Nursery, Retail	-	-	-	P	-
Offices, Professional	P	P	P	P	-
Personal Services	P	P	P	P	-
Retail Sales and Services	-	-	P	P	-
Specialized Education and Training					
Vocational Schools	-	-	P	P	-
Specialty Schools	-	CUP	P	P	-
INDUSTRIAL USE TYPES					
Laundries, Commercial	-	-	CUP	CUP	-
Printing and Publishing	-	-	-	CUP	-
Research Services	-	-	-	P	-
Wholesaling and Distribution, Light	-	-	-	P	-
TRANSPORTATION AND COMMUNICATION USE TYPES					
Intermodal Facilities ⁽¹⁴⁾	CUP	CUP	CUP	CUP	-
Telecommunication Facilities ⁽¹⁵⁾	P/A/CUP	P/A/CUP	P/A/CUP	P/A/CUP	A/CUP

Notes:

- (1) Additional requirements are contained in Chapter 19.38.
- (2) Additional requirements are contained in Chapter 19.40.
- (3) Additional requirements are contained in Chapter 19.39.
- (4) Additional requirements are contained in Chapter 19.55.
- (5) Accessory dwelling/junior accessory dwelling units are only permitted within areas zoned to allow single-family, two-family or multi-family residential use and must be located on a lot that contains an existing or proposed single-family, two-family or multi-family dwelling unit as defined in Sections 19.08.080(F)(1) and (F)(2) (Residential Use Types). See Chapter 19.60 for additional accessory dwelling/junior accessory dwelling unit regulations.
- (6) Transitional housing and supportive housing are residential uses types and are permitted (P) where residential uses are permitted (P) or conditionally permitted (CUP).
- (7) Single-family and two-family uses are permitted at minimum densities of 23 units/acre, but otherwise require a Conditional Use Permit, except that any parcel in a residential zone district may be developed with two single-family homes.
- (8) See Chapter 19.46 for large family day care home regulations.
- (9) A long-term care facility which serves six (6) or fewer persons shall be considered a residential use of the property.
- (10) Low Barrier Navigation Centers are exempt from a Design Review Permit.
- (11) Short-Term Rentals are only permitted in a single-family dwelling unit. See Chapter 4.25 for additional Short-Term Rental requirements.

(12) A conditional use permit is required for fast food with drive through establishments or gasoline sales establishments contiguous to: (a) properties with a residential zoning designation; (b) parcels designated as a public utilities easement or landscape easement which are contiguous to a property having a residential zoning designation; and (c) any other parcel of land upon which a building cannot be developed and which separates the subject parcel by less than 100 feet which is contiguous to a property having a residential zoning designation. A conditional use permit is not required for these uses if the subject parcel is separated from properties with a residential zoning designation by a public roadway.

(13) Additional requirements are contained in Chapter 19.49.

(14) Additional requirements are contained in Chapter 19.36.

(15) Additional requirements are contained in Chapter 19.34.

DOUGLAS-SUNRISE CORRIDOR PERMITTED USE TABLE					
	BP	NC	CC	GC	R3
AGRICULTURAL AND OPEN SPACE USE TYPES					
Animal Keeping	-	-	-	-	P
Resource Protection and Restoration	P	P	P	P	P
Resource Related Recreation	P	P	P	P	P
CIVIC USE TYPES					
Community Assembly	CUP	P	P	P	P
Community Services	P	CUP	P	P	CUP
Essential Services	P	P	P	P	P
Hospital Services					
General Hospital Services	-	-	CUP	CUP	-
Psychiatric Hospital Services	-	-	CUP	CUP	-
Libraries and Museums, Private	-	CUP	P	P	-
Public Parking Services	P	P	P	P	-
Schools					
College and University	A	-	P	P	-
Public/Private Elementary and Secondary	-	CUP	CUP	CUP	CUP
Social Services					
Emergency Shelter ⁽⁵⁾	-	-	-	CUP	-
Food Distribution ⁽³⁾	-	-	-	A/CUP	-
Food Service ⁽⁴⁾	-	-	-	A/CUP	-
Power Generating Facilities ⁽⁹⁾					
Emergency	A	A	A	A	P
Supplemental/Individual Use	CUP	CUP	CUP	CUP	P

DOUGLAS-SUNRISE CORRIDOR PERMITTED USE TABLE					
	BP	NC	CC	GC	R3
Passive Power	P	P	P	P	P
RESIDENTIAL USE TYPES					
Accessory Dwelling Units ⁽¹¹⁾	-	P	P	P	P
Caretaker/Employee Housing	-	P	P	P	P
Community Care Facilities, Small	P	P	P	P	P
Community Care Facilities, Large	CUP	CUP	CUP	CUP	P
Dwelling ⁽⁶⁾					
Multi-Family	-	P	P	-	P
Single-Family	-	P/CUP ⁽⁷⁾	P/CUP ⁽⁷⁾	P/CUP ⁽⁷⁾	P
Two-Family	-	P/CUP ⁽⁷⁾	P/CUP ⁽⁷⁾	P/CUP ⁽⁷⁾	P
Family Day Care Home, Small	P	P	P	P	P
Family Day Care Home, Large ⁽⁸⁾	-	P	P	P	P
Live/Work	P	P	P	-	P
Long Term Care Facility, Small ⁽⁹⁾	-	-	-	-	P
Long Term Care Facility, Large	-	-	-	-	A
Low-Barrier Navigation Centers ⁽¹⁰⁾	-	P	P	-	P
Mobile Home Park	-	-	-	-	CUP
Rooming and Boarding House	-	-	-	-	P
Short-Term Rental ⁽¹¹⁾	-	-	-	-	P
Single Room Occupant	-	-	-	-	-
COMMERCIAL USE TYPES					
Animal Sales and Service					
Grooming and Pet Stores	-	P	P	P	-
Kennels	-	-	-	CUP	-
Veterinary Clinic	-	CUP	P	P	-
Veterinary Hospital	-	-	CUP	CUP	-
Automotive and Equipment					
Automotive Body and Equipment Repair	-	-	-	CUP	-
Automotive Rentals	-	-	-	P	-

DOUGLAS-SUNRISE CORRIDOR PERMITTED USE TABLE					
	BP	NC	CC	GC	R3
Automotive Repairs	-	-	CUP	P	-
Automotive Sales	-	-	CUP	P	-
Car Wash and Detailing	-	-	CUP	P	-
Gasoline Sales ⁽¹²⁾	CUP	P/CUP	P/CUP	P/CUP	-
Heavy Equipment Rental and Sales	-	-	-	P	-
Banks and Financial Services	P	P	P	P	-
Bars and Drinking Places	-	-	P	P	-
Broadcasting and Recording Studios	P	-	P	P	-
Business Support Services	P	-	P	P	-
Commercial Recreation					
Amusement Center	-	CUP	P	P	-
Indoor Entertainment	-	-	P	P	-
Indoor Sports and Recreation	-	-	P	P	-
Large Amusement Complexes	-	-	P	CUP	-
Outdoor Entertainment	-	-	P	CUP	-
Outdoor Sports and Recreation	-	-	P	P	A
Community Care Facility, Commercial	-	-	P	P	P
Day Care Center	P	P	P	P	A
Eating and Drinking Establishments					
Fast Food with Drive-Through ⁽¹²⁾	-	-	P/CUP	P/CUP	-
Convenience	P	P	P	P	-
Full Service	P	P	P	P	-
Food and Beverage Retail Sales	-	-	P	P	-
Funeral and Interment Services	-	-	P	P	-
Lodging Services	-	-	P	P	-
Long Term Care Facility	CUP	CUP	P	P	-
Maintenance and Repair	-	P	P	P	-
Medical Services, General	P	P	P	P	-
Neighborhood Commercial	P	P	P	-	-
Nightclubs ⁽¹³⁾	-	-	CUP	CUP	-
Nursery, Retail	-	-	P	P	-
Offices, Professional	P	P	P	P	-
Personal Services	P	P	P	P	-

DOUGLAS-SUNRISE CORRIDOR PERMITTED USE TABLE					
	BP	NC	CC	GC	R3
Retail Sales and Services	-	-	P	P	-
Specialized Education and Training					
Vocational Schools	-	-	P	P	-
Specialty Schools	-	CUP	P	P	-
Storage, Personal Storage Facility	-	-	-	P	-
INDUSTRIAL USE TYPES					
Laundries, Commercial	-	-	CUP	CUP	-
Printing and Publishing	-	-	-	CUP	-
Research Services	-	-	-	P	-
Wholesaling and Distribution, Light	-	-	-	P	-
TRANSPORTATION AND COMMUNICATION USE TYPES					
Intermodal Facilities ⁽¹⁴⁾	CUP	CUP	CUP	CUP	-
Telecommunication Facilities ⁽¹⁵⁾	P/A/CUP	P/A/CUP	P/A/CUP	P/A/CUP	A/CUP

Notes:

- (1) Additional requirements are contained in Chapter 19.38.
- (2) Additional requirements are contained in Chapter 19.40.
- (3) Additional requirements are contained in Chapter 19.39.
- (4) Additional requirements are contained in Chapter 19.55.
- (5) Accessory dwelling/junior accessory dwelling units are only permitted within areas zoned to allow single-family, two-family or multi-family residential use and must be located on a lot that contains an existing or proposed single-family, two-family or multi-family dwelling unit as defined in Sections 19.08.080(F)(1) and (F)(2) (Residential Use Types). See Chapter 19.60 for additional accessory dwelling/junior accessory dwelling unit regulations.
- (6) Transitional housing and supportive housing are residential uses types and are permitted (P) where residential uses are permitted (P) or conditionally permitted (CUP).
- (7) Single-family and two-family uses are permitted at minimum densities of 23 units/acre, but otherwise require a Conditional Use Permit, except that any parcel in a residential zone district may be developed with two single-family homes.
- (8) See Chapter 19.46 for large family day care home regulations.
- (9) A long-term care facility which serves six (6) or fewer persons shall be considered a residential use of the property.
- (10) Low Barrier Navigation Centers are exempt from a Design Review Permit.
- (11) Short-Term Rentals are only permitted in a single-family dwelling unit. See Chapter 4.25 for additional Short-Term Rental requirements.
- (12) A conditional use permit is required for fast food with drive through establishments or gasoline sales establishments contiguous to: (a) properties with a residential zoning designation; (b) parcels designated as a public utilities easement or landscape easement which are contiguous to a property having a residential zoning designation; and (c) any other parcel of land upon which a building cannot be developed and which separates the subject parcel by less than 100 feet which is contiguous to a property having a residential zoning designation. A conditional use permit is not required for these uses if the subject parcel is separated from properties with a residential zoning designation by a public roadway.
- (13) Additional requirements are contained in Chapter 19.49.
- (14) Additional requirements are contained in Chapter 19.36.
- (15) Additional requirements are contained in Chapter 19.34.

C. Uses and Zone Districts Not Listed. A use which is listed within the Roseville Municipal Code, but is not listed in the tables in this chapter is generally prohibited. Where a use is not specifically listed in either the tables in this chapter or within the other sections of Title 19 of the Roseville Municipal Code, the Planning Manager may determine whether the use is generally consistent or of the same general character as one or more listed uses to determine whether the use is permitted. For parcels within the Single-Family (R1), Small-Lot (RS), or Two-Family (R2) Residential zone district, refer to the list of allowable uses in Section 19.10.020 of the Zoning Ordinance. For parcels within the Industrial (M2) zone district, refer to the list of allowable uses in Section 19.14.020 of the Zoning Ordinance. For parcels within the Floodway (FW) and Floodway Fringe (FF) zone district, refer to Section 19.18.040 of the Zoning Ordinance.

D. Legal Nonconforming Uses. Existing buildings, structures, and uses permitted within the Corridor Plan boundaries as of the effective date of this chapter shall continue to be permitted and exempt from the requirements of this chapter as legal nonconforming. Uses which would require a Conditional Use Permit or Administrative Permit, but which were previously permitted prior to adoption of this District shall be deemed to have obtained the required Conditional Use Permit or Administrative Permit.

19.33.040 Nonconforming use regulations.

A. General. The Corridor Plans include many properties where the existing use of the land is nonconforming, which means the use is not permitted within the underlying zone. In order to facilitate greater investment in and improvement of older nonconforming buildings and properties, this District provides for some degree of expansion of use. The following section supersedes Roseville Municipal Code Section 19.24.020, Nonconforming Uses and Structures, for those properties located in the Corridor Plans.

B. Nonconforming Uses and Structures. A nonconforming use may be continued, and may only be enlarged or increased, or extended to occupy a greater area than that which it lawfully occupied before becoming a nonconforming use, as follows below. For the purposes of this section, expansion includes enlargement, extension, reconstruction, or structural alteration of a building or site.

1. Nonresidential Uses and Buildings Contiguous to Residential Uses. The use or buildings shall not be expanded closer to contiguous residential uses, except for landscaping. The use or buildings shall not be operationally changed or expanded in a manner which will subject contiguous residential uses to increased noise, odor, or other nuisance conditions. Expansions or enlargements of a use which meet these criteria are permitted with an Administrative Permit, provided they conform to the Specific Plan Design Guidelines. For the purposes of this section, “contiguous to residential uses” is defined to mean where the property is contiguous to (a) properties with a residential zoning designation, (b) parcels designated as a public utilities easement or landscape easement which are contiguous to a property having a residential zoning designation, or (c) any other parcel of land upon which a building cannot be developed and which separates the subject parcel by less than 100 feet which is contiguous to a property having a residential zoning designation.

2. Nonresidential Uses and Buildings not Contiguous to Residential Uses. A nonconforming use may be expanded or modified with approval of an Administrative Permit, provided the project conforms to the Specific Plan Design Guidelines.

3. Residential Uses and Buildings. The nonconforming use of a residential building in a zoning district where such use is not permitted may continue subject to the residential zone development standards requirements of Section 19.10.030(A) (R1 district), until such time as the building is condemned, removed, or converted. Subject to building permit requirements, enlargement, extension, reconstruction, or structural alteration of a building designed as a dwelling is permitted if such additions or improvements conform to all applicable provisions of this title, and the new construction does not expand the nonconformity.

4. Substitution of Nonconforming Use. A nonconforming use may be substituted with a different nonconforming use provided it has the same or a less intensive use classification, only upon approval of an Administrative Permit. Such a new nonconforming use shall be subject to the nonconforming use requirements listed above for residential and nonresidential uses, as applicable. For the purposes of this section, the intensity of a use classification shall be determined by the Planning Manager based on trip generation; parking demand; and nuisance conditions such as lighting, noise, or odor generation.

19.33.050 Multifamily residential (R3) development standards.

STANDARD	REQUIREMENT
Area, interior lot	6,000 sq ft
Area, corner lot	7,500 sq ft
Width, interior	60 ft
Width, corner	75 ft
Maximum number of primary dwellings	As provided by General Plan, and a minimum of 3 dwellings
Maximum number of accessory/junior accessory dwelling units per lot	Up to 2 dwellings
Setbacks and Lot Coverage	As provided by the Specific Plan Design Guidelines
Height limits	Maximum of 45 feet or as provided by the Specific Plan Design Guidelines

19.33.060 Off-Street parking standards.

A. Parking Standards. The below off-street parking standards shall apply to projects within the Douglas-Sunrise Corridor Specific Plan and to projects east of Folsom Road in the Douglas-Harding Corridor Specific Plan.

USE TYPE	STANDARD
----------	----------

Non-Residential Uses	Pursuant to Municipal Code Chapter 19.26 ¹
Mixed Uses	Sum of non-residential and residential requirements ¹
Residential < 25 units per acre	Pursuant to Municipal Code Chapter 19.26
Residential ≥ 25 units per acre	Zero to one bedroom – 1 space per unit Two to three bedrooms – 1.5 spaces per unit Four or more bedrooms – 2 spaces per unit AND one guest parking space for every 10 units (rounded up)

Notes:

(1) A Parking Reduction may be requested as part of design review pursuant to the Entitlements and Permit Requirements section of this District.

19.33.070 Entitlements and permit requirements.

A. General. These procedures simplify and streamline the development review process and remove barriers to reinvestment, particularly for high density housing and commercial reinvestment. These procedures are also applicable to project consistent with the Atlantic Street Corridor Policy 2.2 or Douglas-Harding Corridor Specific Plan Policy 1.5 regarding preservation and reuse.

B. Façade Improvements and Minor Alterations. Façade improvements and other minor alterations consistent with the provisions of the Specific Plan Design Guidelines will be approved through the Minor Design Review Permit process. Façade improvements include color changes and/or the introduction of new exterior building materials, doors, or windows; wall murals; the addition of exterior ornamentation such as awnings and lighting; or other exterior alterations or exterior remodels to existing buildings or structures. Other minor alterations include changes which are in substantial conformance with the existing site development and/or previously approved permit and do not create the need for new parking or affect existing parking or access designs.

C. Minor Additions and Minor Site Improvements – Non-Residential. An addition to existing structures that is no greater than 15% of the total existing building footprint on the site is considered minor, for the purposes of this section. Minor site improvements include changes to landscaping, lighting, utilities, parking, access, or circulation which do not require supporting technical studies such as a short-term traffic study, water supply assessment, or similar, subject to the discretion of the Planning Manager. Minor additions and site improvements will be approved through the Minor Design Review Permit process. At the discretion of the Planning Manager, this process may also be used for projects incorporating preservation or adaptive reuse, if applicable, as defined and described by the Atlantic Street Corridor or Douglas-Harding Corridor Specific Plan.

This streamlined process may only be used one time during the duration of the Specific Plans; subsequent additions will be subject to the City’s standard Design Review Permit or Design Review Permit Modification process. To qualify for the streamlined process, additions, site improvements, and associated renovations to existing structures will be required to enhance the opportunity of the building and existing onsite improvements to meet the criteria of the Design Guidelines (e.g., sidewalk widening) and must conform to design guidelines and standards.

D. Additions and New Construction – High Density Residential. Design Review Permits for High Density Residential projects (including vertical mixed-use projects) with a minimum density of 25 units per acre which are consistent with the provisions of the Specific Plan Design Guidelines will be processed consistent with Roseville Municipal Code Section 19.78.020 “Type A” projects, provided they conform to the applicable development standards and design guidelines. Projects which do not conform are not eligible for this process. If the property has existing site improvements, the project will be required to enhance the opportunity of the existing improvements on the site to meet the criteria of the Specific Plan Design Guidelines (e.g., sidewalk widening). Note that projects providing a minimum of 20% of the units for extremely low, very low, or low-income households are eligible to use the City’s ministerial Objective Design Standards process.

E. Parking Reduction. If an applicant believes the number of required parking spaces is not applicable, they may request a parking reduction pursuant to Roseville Municipal Code Section 19.26.030. However, where a parking reduction is requested as part of a Design Review Permit application for development or redevelopment pursuant to this District, the parking reduction will not require a separate Administrative Permit; the request shall be part of the Design Review entitlement.

SECTION 6. This ordinance shall be effective at the expiration of thirty (30) days from the date of adoption.

SECTION 7. The City Clerk is hereby directed to cause this ordinance to be published in full at least once within fourteen (14) days after it is adopted in a newspaper of general circulation in the City, or shall within fourteen (14) days after its adoption cause this ordinance to be posted in full in at least three (3) public places in the City and enter in the Ordinance Book a certificate stating the time and place of said publication by posting.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



COUNCIL COMMUNICATION

CC #: 2480
File #: 0102-12

Title: Appointments - City Council Auxiliary Positions
Contact: Carmen Avalos 916-774-5269 cavalos@roseville.ca.us

Meeting Date: 1/18/2023
Item #: 7.30.

RECOMMENDATION TO COUNCIL

Recommend City Council approve the appointment of city councilmembers to auxiliary positions, as designated on the attachment to this Council report.

BACKGROUND

Membership on auxiliary agencies, boards, commissions, committees, and joint power authorities within Roseville and the Placer County and Sacramento County region is an essential function of City of Roseville elected officials. Meetings, workshops and forums are held throughout the region to discuss and act on issues of common interest seeking shared solutions. Regional cooperation and representation results in successful partnerships.

FISCAL IMPACT

Not applicable.

ENVIRONMENTAL REVIEW

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

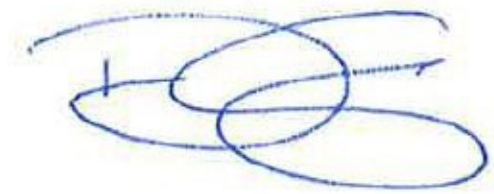
The appointments of City Council auxiliary positions meet the above criteria and are not subject to CEQA. No additional environmental review is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal E - Deliver exceptional city services

Respectfully Submitted,

Carmen Avalos, City Clerk

A handwritten signature in blue ink, consisting of several overlapping loops and a horizontal line, likely representing the name Carmen Avalos.

Dominick Casey, City Manager

ATTACHMENTS:

Description

2023-2025 Auxiliary Boards

AUXILIARY BOARDS 2023 to 2025					Board		
	Primary	Primary	Alternate	Meeting Frequency			
1	Houdesheldt	Houdesheldt	Bernasconi	Feb/April/June/Sept/Nov on 3rd Wednesday @ 10:00	Capitol Corridor Joint Powers Authority (Sub of PCTPA)		
2	Houdesheldt	Houdesheldt	Bernasconi	monthly on 3rd Thursday @ 4:00 - subject to change	Chamber / Council		
3	Mendonso	Houdesheldt	Houdesheldt	as needed	City / County Border Committee		
4	Houdesheldt	Houdesheldt		Fourth Thursday in January @ 5:30	City Selection Committee		Mayor automatically appointed
5	Alvord	Houdesheldt	Mendonso	Jan/April/July/Oct on 4th Tuesday @ 1:30	Economic Development Advisory Committee		
6	Roccucci	Houdesheldt	Bernasconi	2-4 times per year	Electric Utility Risk Oversight Committee		
7	Bernasconi	Houdesheldt	Houdesheldt	March/June/Sept/Dec on 2nd Thursday @ 9:00	Greater Sacramento Economic Council		
8	Houdesheldt	Houdesheldt	Alvord	annual in June	Highway 65 JPA aka "Bizz" Johnson Highway JPA		
9	Mendonso	Bernasconi	Houdesheldt	monthly on 4th Wednesday @ 4:00	Law & Regulation Committee		
10	Mendonso	Alvord	Bernasconi	Sept or Oct annual conference + policy comm as appt	League of California Cities		
11	Bernasconi	Houdesheldt	Alvord	as needed	Naming of Facilities		
12	Roccucci	Houdesheldt	Bernasconi	monthly on 4th Thursday @ 9:30	Northern California Power Agency		
13	Roccucci	Houdesheldt	Alvord		Northern California Water Agency		
14	Alvord	Houdesheldt	Mendonso	even months on 2nd Thursday @ 2:30	Placer County Air Pollution Control District		
15	Alvord	Houdesheldt	Mendonso	Jan/April/June/Sept @ 11:30	Placer County Economic Development Board		
16	Roccucci	Houdesheldt	Houdesheldt	monthly on 2nd Monday @ 4:00	Placer County Flood Control/Water Conservation District		
17	Houdesheldt	Bernasconi		as needed	Placer County Indian Gaming Local Community Benefit		
18	Mendonso	Coffax	Loomis	monthly on 2nd Wednesday @ 4:00	Placer County Local Agency Formation Commission		Term is Jan/2022 to Jan/2024
19	Roseville mayor will serve in 2027			Comprised of police chiefs and one city mayor	Placer County Remote Access Network Advisory Board		
20	Houdesheldt	Houdesheldt	Bernasconi	monthly on 4th Wednesday @ 9:00	Placer County Transportation Planning Agency		
21	Roccucci	Alvord	Houdesheldt	fluidly in Jan/April/July/Oct @ 9:30	Placer County Water Agency/Roseville Water Committee		
22	Roccucci	Houdesheldt	Alvord	monthly on 2nd Thursday @ 9:00	Regional Water Authority		
23	Bernasconi	Houdesheldt	Houdesheldt	as needed	RCONA Executive Board / Council & CM		
24	Mendonso	Houdesheldt	Houdesheldt	monthly on 1st Tuesday @ 12:00	Roseville Police Athletic League Board of Directors		
25	Houdesheldt	Houdesheldt	Bernasconi	monthly on 3rd Thursday @ 9:30	Sacramento Area Council of Governments (SACOG)		
26	Houdesheldt	Houdesheldt	Bernasconi	February or March or April	SACOG Retreat		
27	Houdesheldt	Houdesheldt	Bernasconi	monthly on 1st or 2nd Monday @ 10:00	SACOG SUB - Policy & Innovation		
28	Houdesheldt	Houdesheldt	Bernasconi	monthly on 1st Thursday @ 10:00	SACOG SUB - Transportation		
29	Houdesheldt	Houdesheldt	Bernasconi	monthly on 1st Thursday @ 1:30	SACOG SUB - Land Use and Natural Resources		
30	Alvord	Houdesheldt	Other city	First Friday even months	Sacramento Valley Basinwide Air Pol. Control Council		
31	Roccucci	Houdesheldt	Mendonso	as needed	School Districts / City of Roseville Issues Committee		
32	City alternates with PCWA. City serves next Jan 2024	Houdesheldt		monthly on 4th Wednesday @ 1:30	Sites Reservoir Joint Power Authority		
33	Houdesheldt	Bernasconi		Quarterly or as needed	South Placer Cities 3x3x3		
34	Houdesheldt	Houdesheldt	Bernasconi	monthly 4th Wednesday as needed	South Placer Regional Transportation Authority		Primary and Alternate should be same as PCTPA
35	Alvord	Roccucci	Bernasconi	Jan/June special meetings as needed on Thursday 9:30 am	South Placer Wastewater Authority		
36	Bernasconi	Houdesheldt	Roccucci	mutually agreed basis	Sun City Roseville		
37	Bernasconi	Houdesheldt	Roccucci	as needed	Union Pacific - City of Roseville Committee		
38	Alvord	Houdesheldt	Bernasconi	March/April/May/June/July/Aug/Sept/Oct/Nov/Dec	Western Placer Waste Management Authority		
					GREY = FORM 700 FILING AGENCY		



COUNCIL COMMUNICATION

CC #: 2479

File #: 0103-04-02 & 0103-05-02 & 0103-13-02 & 0103-34-02

Title: Appointment of Youth Board Member and Youth Commissioners

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

Meeting Date: 1/18/2023

Item #: 7.31.

RECOMMENDATION TO COUNCIL

Appoint Iniyazh Hariharan as the Grants Advisory Commission Youth Commissioner to a term ending December 31, 2023.

Appoint Sofia Moreno as the Library Board Youth Member to a term ending December 31, 2023.

Appoint Amre Abunmarkhieh as the Parks and Recreation Commission Youth Commissioner to a term ending December 31, 2023.

Appoint Tannishtha Mondal as the Transportation Commission Youth Commissioner to a term ending December 31, 2023.

BACKGROUND

The Municipal Code allows for the opportunity for high school students to serve a one-year term on the Grants Advisory Commission, Library Board, Parks and Recreation Commission, and Transportation Commission. The terms of Youth Commissioners are one year and expire every year on December 31.

Recruitment of Youth Commissioners was conducted by the City Clerk's Department in October. The opportunity to serve as a Youth Commissioner was advertised on the City website and with the Press Tribune. Counselors and administrators at the City's high schools were also notified of the City's recruitment efforts.

Review of the applications and interviews of the applicants were completed by the Boards and Commissions in November. Staff is now requesting City Council approve the recommended appointments.

FISCAL IMPACT

Not applicable.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378. The appointment of members to boards or commissions does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal B - Support community engagement and advocacy

Respectfully Submitted,

Katrina Six, City Clerk Technician

Carmen Avalos, City Clerk

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

Dominick Casey, City Manager



COUNCIL COMMUNICATION

CC #: 2476
File #: 0709-03

Title: 2022 Prohousing Incentive Program Application
Contact: Trisha Isom 916-746-1239 tisom@roseville.ca.us
Sara Thornton 916-774-5295 srthornton@roseville.ca.us

Meeting Date: 1/18/2023
Item #: 8.1.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution authorizing the City Manager or his designee to execute the necessary application, standard agreement and relevant documents for the Prohousing Incentive Pilot grant program from the California Housing and Community Development Department.

BACKGROUND

The Prohousing Designation Program was established by the State of California Housing and Community Development Department (HCD) in 2019 to help meet California's housing goals. The Prohousing Designation is given to cities that have sufficiently removed barriers to housing. The designation makes affordable housing projects more competitive for state and federal funding and could help accelerate the timeline for future projects.

On December 15, 2022, the State approved the City of Roseville's Prohousing Designation Application and released a new funding opportunity called the Prohousing Incentive Pilot Program (PIP). The new funding program was designed to encourage cities and counties to obtain the Prohousing Designation and only those who have received the designation by HCD are eligible for new grant funding. HCD will award PIP funding based on each jurisdiction's population size and Prohousing Designation Program score. The 2022 round of program funding provides awards to use towards planning and implementation activities related to housing and community development.

The City of Roseville application requests the maximum award amount for a total of \$1,610,000. If awarded, the Housing Division intends to use these grant funds to apply for matching funds for the 2023 Local Housing Trust Fund Notice of Funding Availability (NOFA) and leverage them to release a NOFA for a total of \$3,220,000 towards affordable development.

Staff requests Council authorization to complete and submit an application for PIP funds (Attachment 1 - Draft PIP application). Application materials must be submitted no later than

March 15, 2023; but HCD is encouraging early applications. If the City is successful, all funds will be used to finance future affordable rental housing developments in Roseville.

FISCAL IMPACT

PIP funding is provided as a state grant to the City. These grants are used to offset potential costs to the General Fund, while serving the low-income community and supporting the development of affordable housing. The recommended action does not impact the City's General Fund.

ENVIRONMENTAL REVIEW

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

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

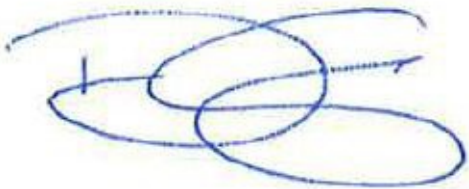
Goal C - Maintain a safe and healthy community

Goal D - Enhance economic vitality

Respectfully Submitted,

Trisha Isom, Housing Manager

Melissa Anguiano, Economic Development Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 23-011

Prohousing Incentive Pilot Program Application

RESOLUTION NO. 23-011

AUTHORIZING APPLICATION FOR, AND RECEIPT OF,
PROHOUSING INCENTIVE PILOT PROGRAM FUNDS

WHEREAS, pursuant to Health and Safety Code 50470 et seq, the Department of Housing and Community Development (“Department”) is authorized to issue Guidelines as part of an incentive program (hereinafter referred to by the Department as the Prohousing Incentive Pilot Program or “PIP”); and

WHEREAS, the City Council of the City of Roseville desires to submit a PIP grant application package (“Application”), on the forms provided by the Department, for approval of grant funding for eligible activities toward planning and implementation activities related to housing and community development as a result of meeting eligibility criteria including but not limited to Prohousing Designation; and

WHEREAS, the Department has issued Guidelines and Application on December 15, 2022 in the amount of \$25,705,545.65 for PIP.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville (“Applicant”) resolves as follows:

SECTION 1. The City Manager is hereby authorized and directed to submit an Application to the Department in response to the NOFA, and to apply for the PIP grant funds in a total amount not to exceed \$1,610,000; and

SECTION 2. In connection with the PIP grant, if the Application is approved by the Department, the City Manager of the City of Roseville is authorized and directed to enter into, execute, and deliver on behalf of the Applicant, a State of California Agreement (Standard Agreement) for the amount of \$1,610,000, and any and all other documents required or deemed necessary or appropriate to evidence and secure the PIP grant, the Applicant’s obligations related thereto, and all amendments thereto; and

SECTION 3. The Applicant shall be subject to the terms and conditions as specified in the Guidelines, and the Standard Agreement provided by the Department after approval. The Application and any and all accompanying documents are incorporated in full as part of the Standard Agreement. Any and all activities funded, information provided, and timelines represented in the Application will be enforceable through the fully executed Standard Agreement. Pursuant to the Guidelines and in conjunction with the terms of the Standard Agreement, the Applicant hereby agrees to use the funds for eligible uses and allowable expenditures in the manner presented and specifically identified in the approved Application.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

Prohousing Incentive Pilot (PIP) Program

2022 Application for Local Governments



**State of California
Governor, Gavin Newsom**

**Lourdes Castro Ramirez, Secretary
Business, Consumer Services and Housing Agency**

**Gustavo Velasquez, Director
Department of Housing and Community Development**

**Megan Kirkeby, Deputy Director
Division of Housing Policy Development**

Final Filing Date: March 15, 2023
2020 West El Camino Avenue, Suite 500, Sacramento, CA 95833

Website: <https://www.hcd.ca.gov/grants-and-funding/programs-active/prohousing-incentive-program>

Email: ProhousingIncentive@hcd.ca.gov

Prohousing Incentive Pilot (PIP) Program Application Instructions

The applicant is applying to the Department of Housing and Community Development (Department) for a grant authorized under the provisions pursuant to Health and Safety Code Section 50470(2)(C)(i). The PIP Program is designed to encourage cities and counties to achieve Prohousing Designation. Please refer to the PIP Program Guidelines and 2022 Notice of Funding Availability (NOFA) for detailed information on eligible uses and awards. If you have questions regarding this application or the PIP Program, email prohousingincentive@hcd.ca.gov.

If approved for funding, the PIP application is incorporated as part of your Standard Agreement with the Department. To be considered for funding, all sections of this application, including attachments if required, must be complete and accurate.

Threshold Requirements

In order to be considered for funding, all applicants must submit a complete, signed application to prohousingincentive@hcd.ca.gov by March 15, 2023. Pursuant to Section 202 of the PIP Guidelines, all applicants must meet the following threshold requirements to be eligible for funding:

X	An adopted housing element in substantial compliance, as determined by the Department, pursuant to Housing Element Law (Article 10.6 of Gov. Code) in accordance with Government Code section 65585, subdivision (h).
X	Housing Element Annual Progress Report submittal pursuant to Government Code Section 65400 for the current or prior year, as applicable.
X	Prohousing Designation: An awarded or completed Prohousing Designation Application with an authorizing resolution must be submitted prior to or in conjunction with the Applicant's PIP Application. PIP Awards cannot be made until a Prohousing Designation is awarded.
X	A complete application as determined by the Department.
X	An authorizing resolution authorizing submittal of the application to the Program that materially comports with the Program's requirements and is legally sufficient as determined in the Department's reasonable discretion, including an authorized representative. See Attachment B of the PIP Guidelines for required resolution format.
X	Compliance with state and federal housing laws as determined by the sole discretion of HCD.

Demonstration of meeting threshold criteria shall be determined by the Department in its sole and absolute discretion. No documentation of meeting threshold requirements is required in the application unless requested by the Department.

Applicant Information

Applicant	City of Roseville		
Applicant Agency Type	City		
Mailing Address	316 Vernon St. Suite 150		
City	Roseville	Zip Code	95678
County	Placer		
Website	www.roseville.ca.us		
DUNS Number	76119643		
Authorized Representative Name	Dominick Casey		
Authorized Representative Title	City Manager		
Phone	(916) 774-5288	Fax	(916) 786-9175
Email	Dcasey@roseville.ca.us		
Contact Person Name	Sara Thornton		
Contact Person Title	Housing Analyst		
Phone	(916) 774-5295	Fax	(916) 746-1295
Email	srthornton@roseville.ca.us		

As the official designated by the governing body (authorized representative above and in resolution), I hereby certify that, if approved by HCD for funding through the PIP program, the applicant assumes the responsibilities specified in the NOFA and certifies that the information, statements, and other contents contained in this application are true and correct.

Signature		Date	
Name	Dominick Casey	Title	City Manager

Eligible Uses

Eligible Applicants must use award funds towards any planning or implementation activities related to housing and community development including, but not limited to, any eligible uses pursuant to Health and Safety Code section 50470(b)(2)(D), as described below. Please indicate which of the following the applicant will use award funds toward:

	(i) The predevelopment, development, acquisition, rehabilitation, and preservation of multifamily, residential live-work, rental housing that is affordable to extremely low, very low, low-, and moderate-income households, including necessary operating subsidies.
	(ii) Affordable rental and ownership housing that meets the needs of a growing workforce earning up to 120 percent of area median income, or 150 percent of area median income in high-cost areas.
X	(iii) Matching portions of funds placed into local or regional housing trust funds.
	(iv) Matching portions of funds available through the Low and Moderate Income Housing Asset Fund pursuant to subdivision (d) of Section 34176 of the Health and Safety Code.
	(v) Capitalized reserves for services connected to the creation of new permanent supportive housing, including, but not limited to, developments funded through the Veterans Housing and Homelessness Prevention Bond Act of 2014.
	(vi) Assisting persons who are experiencing or at risk of homelessness, including providing rapid rehousing, rental assistance, navigation centers, emergency shelters, and the new construction, rehabilitation, and preservation of permanent and transitional housing.
	(vii) Accessibility modifications.
	(viii) Efforts to acquire and rehabilitate foreclosed or vacant homes.
	(ix) Homeownership opportunities, including, but not limited to, downpayment assistance.
	(x) Fiscal incentives or matching funds to local agencies that approve new housing for extremely low, very low, low-, and moderate-income households.

Summary of Proposed Activities

Proposed Activity	Eligible Use Category	Description of Proposed Activity	Approximate Timing of Proposed Activity	Amount of Funds Requested
Matching Funds for LHTF	iii	Use as matching funds and release NOFA for affordable housing development	2023-2026	\$1,610,000

Award Amount

Click the dropdown menu to choose a jurisdiction. The geographic category and base award will autopopulate. If the jurisdiction has obtained Prohousing Designation at the time of PIP application submittal, enter in the Prohousing Designation applicant score. Population projections are based on the Department of Finance E-1 Jan 1, 2021 estimates.
<https://dof.ca.gov/Forecasting/Demographics/estimates-e1/>

Jurisdiction Name	Roseville	Eligible Base Award	\$ 1,150,000
Geographic Category	Sacramento Area	Bonus Award Amount:	\$ 460,000
Prohousing Designation Application Score	46	Total Award	\$ 1,610,000



COUNCIL COMMUNICATION

CC #: 2506

File #: 0102

Title: Council Discretionary Funds - Downtown Roseville Partnership

Contact: Cary Camilleri 916-746-1350 cacamilleri@roseville.ca.us
Carmen Avalos 916-774-5269 cavalos@roseville.ca.us

Meeting Date: 1/18/2023

Item #: 9.1.

RECOMMENDATION TO COUNCIL

Recommend City Council consider a request for \$2,000 from Council Discretionary Funds for Downtown Roseville Partnership for the 61st Annual Sylvia Besana Holiday Parade event on Saturday November 19th, 2022.

BACKGROUND

The Citizens' Benefit Fund was established in 1993 with the net proceeds from the sale of the Roseville Hospital. The City Council may, after receiving the recommendation of the Roseville Grants Advisory Commission, annually appropriate up to 90 percent of the annual earnings of the Citizens' Benefit Fund for the purpose of improving the quality of life for the citizens of the City of Roseville. The City Council, without the recommendation of the Roseville Grants Advisory Commission, may annually appropriate a minor amount up to \$15,000 of the annual earnings for the purpose of improving the quality of life in Roseville.

FISCAL IMPACT

There is no fiscal impact to the City's General Fund. Annually, the Assistant City Manager/Chief Financial Officer allocates \$15,000 of the annual earnings on the Citizens' Benefit Fund per section 4.06.040 in the Municipal Code and includes it in the annual budget along with the Citizens' Benefit Fund resources available for appropriation each year. These earnings are restricted for the purpose of improving the quality of life for Roseville residents and appropriated by the City Council. The balance remaining in the Council's Discretionary Funds for FY2022-23 is \$16,321.83.

ENVIRONMENTAL REVIEW

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

§15060(c)(3) and §15378. The award of funds meets the above criteria and is not subject to CEQA. No additional environmental review is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal B - Support community engagement and advocacy

Respectfully Submitted,

Cary Camilleri, Management Assistant

Carmen Avalos, City Clerk



Dominick Casey, City Manager

ATTACHMENTS:

Description

Downtown Roseville Partnership Discretionary Funds request



October 10, 2022

Krista Bernasconi, Mayor
City of Roseville
311 Vernon Street
Roseville, CA 95678

Dear Mayor Bernasconi and City Council:

The Downtown Roseville Partnership is proud to host the 61st Annual Sylvia Besana Holiday Parade. This family-friendly holiday event will be held on Saturday, November 19th with the vendor booths opening at 9:00 AM and the parade beginning at 10:30 AM. There will be fun events for all ages both before and after the parade, including Santa, food and craft booths and some new surprises this year!

The event in 2021 drew over 4,000 parade watchers, 60 parade units, and dozens of volunteers! This year we expect even more than that to come to spend time with their family and friends, watch the parade, and then spend time in the Downtown Roseville area.

The parade presents an opportunity to drive business and interest in our Downtown area as well as create additional revenue for our City through sales and increased business. The Downtown Roseville Partnership requests a \$2000 sponsorship for the 61st Annual Sylvia Besana Holiday Parade from the City Council discretionary funds.

The Downtown Roseville Partnership is a non-profit with a 501(c)6 status, and, as such, is not eligible for grant applications through the City of Roseville. The Council has generously allotted funds to the Parade for the last few years through the Discretionary Funds program.

The goal of the Partnership is to keep the participation costs for parade applicants as low as possible so they rely on sponsors from outside to assist with costs. The parade sponsorship program has grown during the last few years and the hope is to eventually rely entirely on community and business sponsorships to fund the parade to allow maximum participation.

These funds will go to the general operations of the Holiday Parade. This includes, but is not limited to, the expense to close the streets, the staffing it takes to organize the parade, additional restrooms for our attendees, insurance policies to cover the event and the attendees, and other parade expenses. The total cost for the Parade, dependent on number of participants, may reach \$12,000. These funds will be used to off-set those costs.

We are proud to say that since the event has been taken over by the Downtown Roseville Partnership in 2017, Parade float/unit numbers have risen 20%, vendor booth numbers have risen almost 200%, and sponsorships from outside businesses have doubled!



We would greatly appreciate the Council's granting this sponsorship request. If you have additional questions please feel free to contact me at info@sylviabesanaparade.org or by phone at 916-910-5769.

Respectfully,

Stephanie Hill, Parade Director



COUNCIL COMMUNICATION

CC #: 2481

File #: 0215

Title: Development Impact Fee Reports for Fiscal Year Ended June 30, 2022

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

Meeting Date: 1/18/2023

Item #: 9.2.

RECOMMENDATION TO COUNCIL

Accept the following informational Development Impact Fee Reports prepared for the fiscal year ended June 30, 2022.

BACKGROUND

California, state legislation sets certain legal and procedural parameters for the charging of development impact fees ("DIF's"). This legislation was passed as AB1600 by the State Legislature and is now codified as California Government Code Sections (GC§) 66000 through 66008 ("Mitigation Fee Act"). GC§ 66006 (b) states the following requirements as pertains to the DIFs: For each separate account or fund established, the local agency shall, within 180 days after the last day of each fiscal year, make available to the public the following information for the fiscal year:

1. A brief description of the type of fee in the account or fund.
2. The amount of the fee.
3. The beginning and ending balance of the account or fund.
4. The amount of the fees collected and interest earned.
5. An identification of each public improvement on which fees were expended.
6. An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete.
7. A description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and in the case of an interfund loan, the date on which the loan will be repaid, and the rate of interest that the account or fund will receive on the loan.
8. The amount of refunds made (as pursuant to GC § 66001(e)) due to sufficient funds being collected to complete financing on incomplete public improvements, and the amount of reallocation of funds made (as pursuant to GC § 66001(f)) due to administrative costs of refunding unexpended revenues exceeding the amount to be refunded.

The attached Development Impact Fee Reports are for informational purposes. They are also posted on the City's website.

FISCAL IMPACT

There is no impact to the City's General Fund.

ENVIRONMENTAL REVIEW

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

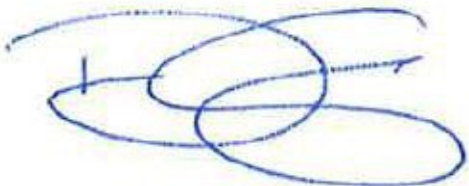
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal A - Remain fiscally responsible in a changing world

Respectfully Submitted,

Jeannine Thrash, Management Analyst

Dennis Kauffman, Assistant City Manager/Chief Financial Officer



Dominick Casey, City Manager

ATTACHMENTS:

Description

Roseville Development Impact Fee Report

Part 1 - Fee Ordinance, Resolutions, Development Agreements

Part 2 - Fee Ordinance, Resolutions, Development Agreements

JPA Development Impact Fee Report

Annual Development Impact Fee Report



Fiscal Year Ended June 30, 2022

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Reporting Requirements for Development Impact Fees

In California, State legislation sets certain legal and procedural parameters for the charging of development impact fees ("DIFs"). This legislation was passed as AB1600 by the California Legislature and is now codified as California Government Code Sections (GC §) 66000 through 66008 ("Mitigation Fee Act"). This State law went into effect on January 1, 1989.

GC § 66006(b) states the following requirements as pertains to DIFs:

For each separate account or fund established, the local agency shall, within 180 days after the last day of each fiscal year, make available to the public the following information for the fiscal year:

- (A) A brief description of the type of fee in the account or fund.
- (B) The amount of the fee.
- (C) The beginning and ending balance of the account or fund.
- (D) The amount of the fees collected and interest earned.
- (E) An identification of each public improvement on which fees were expended and the amount of expenditures on each improvement including the total percentage of the cost of the public improvement that was funded with fees.
- (F) An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete.
- (G) A description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and, in the case of an interfund loan, the date on which the loan will be repaid, and the rate of interest that the account or fund will receive on the loan.
- (H) The amount of refunds made (as pursuant to GC § 66001(e)) due to sufficient funds being collected to complete financing on incomplete public improvements, and the amount of reallocation of funds made (as pursuant to GC § 66001(f)) due to administrative costs of refunding unexpended revenues exceeding the amount to be refunded.

GC § 65865(e) also requires that in any development agreement entered into on or after January 1, 2004, the City shall comply with GC § 66006 with respect to any fee it receives or cost it recovers.

Description of Development Impact Fees

Drainage Fees

The Drainage Fee is established pursuant to Roseville Municipal Code Chapters 4.48 and 4.49. Drainage fees are required for all new construction that occurs within the Dry Creek Watershed mitigation zone or the Pleasant Grove/Curry Creek Watershed mitigation zones. These mitigation zones are further broken down into sub-zones or sub-areas for which fees vary.

New development, and the expansion of existing development, within the City imposes a burden on the creeks and drainage infrastructure within the Dry Creek watershed and the Pleasant Grove and Curry Creek watershed by adding additional impervious surface, thereby adding more runoff, and by changing discharge rates. Some of the worst burdens imposed by development are on properties located within the Dry Creek watershed and Pleasant Grove and Curry Creek watershed downstream from the City, where additional run-off poses a threat of severe flooding and is a danger to life and property.

The drainage fees have been calculated so as to pay for those facilities listed in the capital improvement program. The fee is to be collected for public improvements and facilities for which an account has been established and funds appropriated, and for which a proposed construction schedule has been adopted.

Public Facilities Fee

The Public Facilities Fee is established pursuant to Roseville Municipal Code Chapter 4.52. New development and the expansion of existing development within the City imposes burdens on existing public facilities and creates a need for additional public facilities. Such burdens may vary by the type of land use. The Public Facilities Fee is applied to new development and expansion of existing development to ensure adequate levels of public services and facilities are maintained. This fee spreads the costs of public facilities to development which creates the need for such public facilities, without generating any surplus to the general fund.

Sewer Connection Fees

Sewer connection fees are established pursuant to Roseville Municipal Code Chapter 14.16. Additional fees may be applicable to properties within sewer special benefit assessment areas.

- *Local Sewer Connection Fee* - The local sewer connection fee is charged for each sewer unit required within the Roseville City limits connected to the City-owned public sewer.

Water Connection Fee

Water connection fees are established pursuant to Roseville Municipal Code Chapter 14.08 and are applicable to all new water service connections within the City limits. This fee ensures the sharing of the costs associated with maintenance and expansion of the City's raw water supply, water treatment, storage, and distribution facilities by those who receive the benefits thereof.

Traffic Mitigation Fees

In 1988 the City of Roseville adopted a city-wide Traffic Mitigation Fee Program, requiring new development within the City to pay traffic impact fees. The fees collected through this program, in addition to other funding sources, allows the City to construct transportation improvements identified in its Capital Improvement Program (CIP). The fee program assesses fair-share costs to each jurisdiction based on their impact on the individual roadways from new development.

City / County Traffic Mitigation Fee - The City of Roseville and Placer County entered into a joint fee program for the purpose of funding improvements on Baseline Road and Walerga Road. The fee program assesses fair-share costs to other jurisdictions based on their impact on the individual improvements from new development. The fees associated with this fee program were originally collected by Roseville and Placer County. Fees collected by Roseville were remitted to Placer County quarterly to be held in one account. Effective July 2013, Fiddymont Road was removed from the program and individual agencies became responsible for holding the fees they *collect in two separate accounts, one with Roseville and one with Placer County.*

Downtown Specific Plan In-Lieu Parking Fee

This fee is established pursuant to Roseville Municipal Code Chapter 19.31. Within the designated Commercial Mixed Use, Old Town and Central Business districts, a parking requirement serving nonresidential uses and residential uses, where a minimum of one space per unit is provided on-site for the residential units, may be met by a cash in-lieu payment to the City prior to issuance of a building permit, or a certificate of occupancy if no building permit is required. The fee is dedicated for use to offset the cost of public off-street parking within the Downtown Specific Plan area in the form of garages or public parking lots.

Park Fees- (Although Park fees were adopted pre- AB1600, they are still being included in this report.)

Park fees are authorized pursuant to Roseville Municipal Code Chapters 4.37 and 4.38. There are two different types of park fees applicable to all residential projects. The City-wide Park Fee funds park and recreation facilities intended to serve the entire community, and the Neighborhood and Community Park Fees fund park and recreation facilities intended to serve neighborhood areas. Park fees may vary based on fees and credits that a parcel may be subject to. City-wide Park Credits are granted to all parcels within specific plan areas that have entered into a Development Agreement with the City. Certain parcels may be subject to additional City-wide credits. These additional credits are typically granted for park property dedication above City standards, or other park obligations that were paid for by the original land developers.

Electric Backbone Impact Fee

The Electric Backbone Impact Fee applies to all new customers served by the City's Electric Department and any customer requesting a special service or capacity increase. Fees are based upon a per lot/unit charge and collected upon issuance of the building permit fees. Fees are authorized pursuant to Roseville Municipal Code Chapter 4.54.

Solid Waste Impact Fee

The Solid Waste Impact Fee applies to all new single-family and duplex units. This fee is paid to the Solid Waste Division of the Environmental Utilities Department to set-up solid waste service. Typically, this fee is paid by the developer during the time of construction so that service will be available upon move-in by the homeowner. Fees are authorized pursuant to Roseville Municipal Code Chapter 9.12.

Development Agreement Fees Imposed Since 2004 (GC §65865(e))

- *Sierra Vista Specific Plan Mitigation Fee Program* –
 - *City Park Land Fee* - This fee provides funding for the SVSP land that is intended to be dedicated for a City park. This fee component does not cover neighborhood parks.
 - *Improvements Fee* - This fee is to provide funding for Sierra Vista landowners to be reimbursed for the design and completion of the SVSP improvements and to provide funding for open space and right-of-way dedications (e.g., school, fire station).
 - *Administration* - Establishment of the fee is for the purpose of equitably sharing the costs and burdens of administration of the SVSP Fee program throughout the specific plan with each landowner.
- *Watt Avenue and Vista Grande Boulevard Extension Traffic Mitigation Fee* – This fee provides fair share funding for extensions of Watt Avenue between the Regional University Specific Plan and future Placer Parkway and “Road B” west of the Sierra Vista Specific Plan boundary to Baseline Road. This fee remains in effect until a city-wide funding mechanism is adopted in cooperation with Placer County.
- *Water Meter Retrofit / Conservation Program* – This fee is established pursuant to Roseville Municipal Code Chapter 14.08 for the maintenance and testing of water meters and installation of Encoder Receiver Transmitter (ERT) devices.
- *Traffic Signal Coordination Fee* – This fee provides funding for the West Roseville Traffic Signal Interconnect project.
- *Bike Trail Fee* – This fee funds construction of Class 1 bike trails through new development areas.
- *City-Wide Park In-Lieu Fee* – This fee is paid as an alternative to dedication of City-wide park land, as specified in individual development agreements.
- *Fire Tax Equivalent Fee* – This fee applies to new growth areas and replaces the Fire Service Facilities Tax that expired in 2009. This fee provides funding for capital fire facilities and related equipment required to serve new growth areas.
- *Public Benefit Fee (AKA Community Benefit Fee)* – This fee applies to new residential growth areas and properties rezoned from non-residential to residential land uses. This fee ensures that new residential growth areas will benefit current and future residents of Roseville through investment in various public infrastructure projects and activities.
- *Air Quality Mitigation Fee (applies to West Roseville Specific Plan)* – This fee provides funding to the Placer County Air Pollution Control District to mitigate impacts to air quality resulting from new residential development.

- *Transit Shuttle Service Fee (applies to West Roseville Specific Plan)* – This fee provides funding for a shuttle service between the West Roseville Specific Plan area and the I80/Watt Avenue light rail station.
- *Downtown Benefit Fee* – Offsets the fiscal impacts associated with the unit increase within the applicable the Specific Plan.
- *Westpark Drive off-site road fee* – Developer's fee will fund the construction cost of Westpark Drive north of the Pleasant Grove Wastewater Treatment Plant.
- *Blue Oaks Boulevard Off-Site Road Fee* – Developer's pro-rata share of the cost obligation dedicated to segments 3 and 4 of the Blue Oaks Boulevard off-site improvements.

Fund Balance Summary

Drainage Fee										
Pleasant Grove/Curry Creek Watershed Drainage Mitigation Fee										
Document Establishing Fee	Project	Fee Formula	Starting Balance	Fees Collected (Refunded)	Interest Earned	Interfund Transfer In/(Out)*	Expenditures	Ending Balance as of June 30, 2022	Sufficient Funds to Complete Project?	% of CIP Funded by Fee
Roseville Municipal Code Chapter 4.48		Ordinance No. 5933	\$11,715,276	1,246,248	134,319	1,159,344	(38,390)			
	Pleasant Grove Retention Basin						(35)		No	100
								\$14,216,762		
Transfer in: From Water Operations Fund and Water Services Operations Fund for its proportional share proportional share of a land acquisition.										

Drainage Project Descriptions

Pleasant Grove Retention Basin (Project # 400006) - Costs associated with annexing the Reason Farms and Warnick properties.

Public Facilities Fee										
Document Establishing Fee	Project	Fee Formula	Starting Balance	Fees Collected (Refunded)	Interest Earned	Interfund Transfer In/(Out)*	Expenditures	Ending Balance as of June 30, 2022	Sufficient Funds to Complete Project?	% of CIP Funded by Fee
Roseville Municipal Code Chapter 4.52		Ordinance No. 6290	\$13,039,589	6,508,262	144,724	(571,250)	(53,184)			
	Oak Street Extension of the Miners Ravine Trail						(203)		Complete	5
	Oak Street Parking Garage						(35)		Complete	30
	East Radio Site Relocation						(18,122)		Unknown at this time	14.5
								\$19,049,781		
*Transfers out: Transfer \$128,863 from Fund 3355 (Public Facilities) to Fund 2901 (RFA Debt Service) for 2015 316 Vernon Debt Service. Loan payment of \$33,346 for principal reduction of the loan to pay back the Fleet Replacement Fund (Fund 4005)-Loan purpose: Funding of design & construction for Oak Street Parking Garage. (Interest rate of 1.87% in FY22; matures 6/30/35); Loan payment of \$409,041 for principal reduction of the loan to pay back the Strategic Improvement Fund (Fund 1030)-Loan purpose: Funding of the 316 Vernon Building Project # 400055 (Interest rate of 1.37% in FY22; matures 6/30/27).										

Public Facilities Fee Project Descriptions

Oak Street Extension of the Miners Ravine Trail (Project# 400028) - Supplemental review, design, and construction of a Class -1 off-street trail parallel to Oak Street from Lincoln Street to Royer Park at the Icehouse Bridge.

Oak Street Parking Garage (Project #400054) - Design and Construction of multi-story, 400-500 space parking garage between Oak Street and Vernon Street's 200 block. Will initially provide free public parking for the downtown community. Improvements should include pedestrian connections between facility and Oak, Lincoln, and Vernon Streets.

East Radio Site Relocation (Project# 400126) - The project requires acquisition and a 180-foot tower along with a shelter, generator and fuel tank to meet the City's short and long-term needs.

Local Sewer Connection Fees										
Document Establishing Fee	Project	Fee Formula	Starting Balance	Fees Collected (Refunded)	Interest Earned	Interfund Transfer In/(Out)	Expenditures	Ending Balance as of June 30, 2022	Sufficient Funds to Complete Project?	% of CIP Funded by Fee
Roseville Municipal Code Chapter 14.16		Ordinance No. 6100	\$7,684,502	907,663	83,265	-	-			
	Wastewater Collections Locker Room Expansion						(64,835)		Yes- Started 2021	100
	Wastewater Collections Warehouse						(2,600)		Yes- Started 2021	100
								\$8,607,995		

Local Sewer Connection Project Descriptions

Wastewater Collections Locker Room Expansion (Project# 500219) - This project provides funding to expand the Wastewater Collection division locker room to accommodate staff growth.

Wastewater Collections Warehouse (Project# 500220) - This project provides funding to construct a new warehouse for the Wastewater Collections division.

Water Connection Fees										
Document Establishing Fee	Project	Fee Formula	Starting Balance	Fees Collected (Refunded)	Interest Earned	Interfund Transfer In/(Out)*	Expenditures	Ending Balance as of June 30, 2022	Sufficient Funds to Complete Project?	% of CIP Funded by Fee
Roseville Municipal Code Chapter 14.08		Ordinance No. 6100	\$57,217,698	17,352,780	703,097	717,660	(4,168,433)			
	Groundwater management plan						(30,000.00)		Yes-Started 2005	28
	West side tank/pump Stn Proj						(10,616,445)		Yes-Started 2006	100
	Advanced Metering Infrastr. Proj						(348,309)		Yes-Started 2016	26
	Integrated Resources Plan						(81,716)		Yes-Started 2018	50
	Groundwater Well Property						(491,054)		Yes-Started 2019	100
	Cooperative Potable Water Trans. Infrastr.						(264,258)		Yes-Started in 2021	Unknown at this time
	Aquifer Storage and Recovery Well-Design						(2,082,879)		Yes-Started in 2019	100

Water Connection Fees, Continued										
	Aquifer Storage Recovery-Monitoring Wells						(38,423)		Yes-Started in 2019	100
	Aquifer Storage and Recovery Wells 9 Westbrook and 18 Solaire						(8,118,685)		Yes-Started in 2020	100
								\$49,751,033		
*Transfers in: \$58,350 from the Water Fund for Folsom Pump Station; \$274,310 for loan payment from Water Rehab Fund-Loan purpose: Water Tank Rehabilitation (Fixed rate of 2.42%; Loan matures 6/30/2023); \$385,000 for loan payment from Water Operations Fund-Loan purpose: Advanced Metering Project (Interest rate 5.00% (FY18-FY29); Loan matures 6/30/30).										

Water Connection Fees Project Descriptions

Groundwater management plan (Project# 400012) - Implement and maintain an SB 1938 compliant Groundwater Management Plan required to maintain future California state grant funding eligibility and implement elements of the Groundwater Management Plan with other agencies.

West side tank/pump Stn Proj (Project# 400014) - Design and construct a six million gallon water storage tank, pump station, and chemical addition facility at the City's 5.1 acre site located in the West Roseville Specific Plan. The work will include site master planning to accommodate two six million gallon tanks and satellite facility for Water Distribution operations.

Advanced Metering Infrastructure Project (Project# 400099) - An Advanced Metering Infrastructure (AMI) system is required to offer better meter data to customers. AMI would introduce two-way communication for meters allowing remote reads and greater interaction between the utility and its customers. An AMI system also provides customers a detailed view of their water usage, enabling them to make changes to increase their water efficiency. Finally, an AMI system provides better system reliability by bringing enhanced demand management and capital efficiencies. This project progresses from a business case through a third-party implementation and finishes with the installed and operating AMI system.

Groundwater Well Property (Project#500059) - This project will set aside funding for property acquisition for new groundwater wells. The City has established a target of seven new wells by 2025 per the Groundwater Strategic Plan. The purchase of the properties will occur throughout the project period.

Integrated Resources Plan (Project#500018) - The goal of this planning is to develop a cohesive and implementable Integrated Resource Plan (IRP) for providing reliable and low-cost utility services to City's residents and businesses. The project also includes the development of a recommended water supply and resources portfolio to 2050.

Cooperative Potable Water Transmission Infrastructure (Project# 500147) - This project provides funding for planning, design, and construction of additional potable water conveyance infrastructure to support reliable water supply delivery to the City of Roseville customers. The project is anticipated to be a joint partnership effort between the City and the Placer County Water Agency (PCWA).

Aquifer Storage and Recovery Well –Design (Project# 500155) -This project designs and constructs a potable water well with aquifer storage and recovery facilities based on recommendations from the Groundwater Strategic Plan.

Aquifer Storage Recovery- Monitoring Wells (Project# 500156) - This project provides funding to construct groundwater monitoring wells based on recommendations from the Groundwater Strategic Plan.

Aquifer Storage and Recovery Wells 9 Westbrook and 18 Solaire (Project# 500157) -This project provides funding for the construction of potable water wells with aquifer storage and recovery facilities based on recommendations from the Groundwater Strategic Plan.

Traffic Mitigation Fee										
Document Establishing Fee	Project	Fee Formula	Starting Balance	Fees Collected (Refunded)	Interest Earned	Interfund Transfer In/(Out)	Expenditures	Ending Balance as of June 30, 2022	Sufficient Funds to Complete Project?	% of CIP Funded by Fee
Roseville Municipal Code Chapter 4.44	Misc. Road Improv.	Ordinance No. 2856	\$32,672,833	12,755,701	354,468	-	(1,344,127)			
	Cirby Way and Roseville Rd						(36,010)		Complete	77
	Washington and Andora Widening						(923,584)		No	80
	Blue Oaks Pleasant Grove CMS						47,707		Complete	100
	Roller Compacted Concrete Plt						(107)		Complete	13
	City Traffic Model Update						(73,644)		No	100
	Atl Eureka I80 WB Onramp						(24,804)		Yes-Started Feb 2021	0
	Downtown Pedestrian Safety CV Pilot						(21,584)		Yes-Started June 2021	30
	Roseville Parkway Extension						(804,592)		No	100

Traffic Mitigation Fee (Continued)										
	Pleasant Grove Blvd. Widening Project						(400,681)		No	100
	Westbrook Bl Payson Ave-Octave Ave Intersection imp and Pleasant Grove CM						(24,140)		Yes-Started Feb 2021	100
								\$42,177,436		

Traffic Mitigation Fee Project Descriptions

Cirby Way and Roseville Rd (Project# 400001) - This project will smooth out the "S" curve on Roseville Road.

Washington and Andora Widening (Project#400015) - This project provides funding for widening Washington Blvd from two lanes to four lanes from Sawtell to Diamond Oaks, including widening the Andora Underpass beneath the UPRR tracks. Phase one of the project is currently under construction.

Blue Oaks Pleasnt Grove CMS (Project# 400057) - This project began as a CIP to add Changeable Message Signs (CMS) to Blue Oaks Blvd and Pleasant Grove Blvd. The Blue Oaks CMS was ultimately constructed as a mitigation measure for another project, and the Pleasant Grove CMS was finalized and constructed with another signal projects (500171). Any minimal charges in this CIP would be 100% TMF in association with beginning those two CMS projects.

Roller Compacted Concrete Plt (Project# 400097) - This project reconstructed several streets using Roller Compacted Concrete rather than asphalt. The roads included Washington Blvd from Pleasant Grove to Mountain Park Drive, Atkinson Street between Church and Denio Loop, Denio Loop, Hickory Street, between church and Oakland Ave. Additional work included widening of Washington Blvd to accommodate an additional lane for southbound traffic.

City Traffic Model Update (Project# 400189) - This project funds the ongoing model, land use and project updates for the Citywide Traffic Model.

Atl Eureka I80 WB Onramp (Project# 400199) - This CIP was started so that the City could borrow TMF dollars to fund the PA/ED portion of a SPRTA project. The PA/ED portion cost approximately \$600k and the motivation to do it as a TMF-loaned CIP (urgent) was that Caltrans designed and constructed the improvements and saved the SPRTA program approximately \$9M, but was only able to do so if PA/ED was advanced by the City. All dollars spent on this CIP were (or will be) reimbursed back to the TMF fund by SPRTA.

Downtown Pedestrian Safety CV Pilot (Project# 500051) - This project added ped-actuated flashing signs at uncontrolled crosswalks in downtown with CV technology to warn CV-equipped vehicles of the presence of a pedestrian.

Roseville Parkway Extension (Project# 500078) - This project will design and construct the portion of Roseville Parkway between Washington & Foothills, including the bridge over UPRR and Industrial.

Pleasant Grove Boulevard Widening Project (Project#500115) - This project provides funding to widen Pleasant Grove Boulevard from two lanes to three lanes in each direction into the center median, from Foothills Boulevard west to Woodcreek Oaks Boulevard. Construction is anticipated to begin in FY2022-23 and extend through FY2024-25.

Westbrook Bl Payson Ave-Octave Ave Intersection imp and Pleasant Grove CM (Project# 500171) - This project constructed a new traffic signal at Westbrook and Octave/Payson, and the CMS on PG Blvd.

City/ County Traffic Mitigation Fee										
Document Establishing Fee	Project	Fee Formula	Starting Balance	Fees Collected (Refunded)	Interest Earned	Interfund Transfer In/(Out)	Expenditures	Ending Balance as of June 30, 2022	Sufficient Funds to Complete Project?	% of CIP Funded by Fee
Roseville Municipal Code Chapter 4.45	Misc. Road Improv.	Ordinance No. 5203	\$7,881,048	2,298,334	90,960	-	(18,858)	\$ 10,251,484	No	Unknown at this time

Downtown Specific Plan In-Lieu Parking Fee										
Document Establishing Fee	Project	Fee Formula	Starting Balance	Fees Collected (Refunded)	Interest Earned	Interfund Transfer In/(Out)	Expenditures	Ending Balance as of June 30, 2022	Sufficient Funds to Complete Project?	% of CIP Funded by Fee
Roseville Municipal Code Chapter 19.31	Misc. Downtown Parking Improv.	Resolution No. 09-124; Ordinance No. 5428	\$78,117	-	4,458	75,737	(54,437)	\$103,875	No	Unknown at this time
Transfer in: \$645,177 from Downtown Benefit fund to provide resources to pay principal and interest loan payments to Strategic Improvement Fund. Transfer out: \$569,440 for principal loan payment to Strategic Improvement Fund. Loan purpose: Funding of a portion of the Oaks Street Parking Garage (Interest rate 1.37% (FY22); Loan matures 6/30/28).										

Park Fees – (Although Park fees were adopted pre- AB1600, they are still being included in this report.)										
Neighborhood and Community Park Fees										
Document Establishing Fee	Project	Fee Formula	Starting Balance	Fees Collected (Refunded) ⁽¹⁾	Interest Earned	Interfund Transfer In/(Out)*	Expenditures	Ending Balance as of June 30, 2022	Sufficient Funds to Complete Project?	% of CIP Funded by Fee
Roseville Municipal Code Chapter 4.37		Ordinance Nos. 2178, 2969, and 3033	\$27,448,937	6,821,411	267,658		(292,146)			
	Park Site 56 Gibson Park						(2,917.62)		No	100
	NC 57 Neighborhood Park						(15,771)		Yes-summer 2022	100
	F 52 Neighborhood Park Site						(28,363)		No	100
	WB-51 Neighborhood Park Site						(401)		Complete	100
	Fiddymment Open Space F84 Trail						(2,513,581)		Complete	100
	Riego Creek Park - F-51						(138,498)		Yes	100
	W-50C Neighborhood Park						(712,902)		Yes- Spring 2021	100
	John Byouk Park - JM-50						(67,070)		No	100
	W-50D Neighborhood Park						(121,832)		Yes-Summer 2022	100
	Solaire Park - WB-50						(69,989)		No	100

Neighborhood and Community Park Fees, Continued										
	SVSP JMC Ph 1 and Ph 2 Bike Trails						(112,418)		Yes-September 2021	100
	Fiddymment Ranch Phase 4 Trail						(296)		Yes-January 2022	100
	JM-51 Neighborhood Park						(150,271)		No	N/A
	JM-52 Neighborhood Park						(118,055)		No	N/A
								\$30,193,497		
1) Includes Neighborhood Park Fees, Bike Trail Fees and Paseo Fees.										

Neighborhood and Community Park Fees Project Descriptions

Park Site 56 Gibson Park (Project# 400004) - This is a citywide park site at Roseville Parkway and Gibson Drive. It will be developed as a sports courts complex. The current plan shows 12 lighted pickle ball courts, 10 lighted tennis courts and 3 lighted basketball courts. Phase 1 (3-6 pickle ball courts) is currently out to bid.

NC 57 Neighborhood Park (Project# 400067) - This is a small neighborhood park site off of Antelope Creek Drive. A fenced off-leash dog park is being developed at this site. Improvements at the park site includes an existing bike trail.

RG Phillips Park (F-52) (Project# 400156) - Design and construct 8.9 acre neighborhood park in West Roseville.

John L. Sullivan Park (WB-51) (Project# 500008) - This is a neighborhood park located at Solaire and Summerhill Drives in the Westbrook area of the City. Improvements to this park includes a shaded picnic area, a children's play area, a foose ball table, corn hole games, a practice disc golf goal, a looped pathway and open turf.

Fiddymment Ranch Open Space Parcel F84 Trail (Project# 500025) - Through a reimbursement agreement with the developer, design and construct a 1/3-mile long extension of the Pleasant Grove Creek Trail within WRSP Parcel F-84 and between Fiddymment Road and Blue Oaks Boulevard to a connection with Regional Park Parcel F-54. This project is funded solely through the WRSP Bike Trail Fee Program and will not require General Funds.

Riego Creek Park F-51 (Project# 500040) - This project provides funding for the construction of an 11.8 acre school site park. The project is currently in the public outreach phase, and amenities have not been determined. However, those being considered include baseball and softball fields, restrooms, a covered children's play area, and a large group picnic area.

W-50C Neighborhood Park (Project# 500042) - This project funds the design and construction of a 1.5-acre neighborhood park at Garland at Telluride. Amenities include a shaded picnic area, a children's play area, a half-court for basketball, bocce ball courts, a tricycle track, and walkways.

John Byouk Park - JM-50 (Project# 500100) - This project provides funding for the construction of a 7.73-acre school park site. The project is currently in the public outreach phase, and amenities have not been determined. However, those being considered include baseball and soccer fields, restrooms, a children's play area, and a large group picnic area.

W-50D Neighborhood Park (Project# 500101) - This project provides funding for the construction of a 1.2-acre neighborhood park site located in West Roseville, phase 4 of Garland at Campanella. The project is currently in the public outreach phase, and amenities have not been determined. However, those being considered include a children's play area and a picnic area.

Solaire Park – WB-50 (Project# 500102) - This project provides funding for the design and construction of a 9.6-acre school park in the Sierra Vista Specific Plan area. The park amenities include a ballfield, off-street parking, children's play area, shaded picnic and looped pathways. The construction is anticipated to begin in Spring/Summer 2022.

SVSP JMC Ph 1 and Ph 2 Bike Trails (Project# 500216) - This project is for 1/3 mile multi-use trail construction beginning at Fiddymont Road and heading west through Sierra Vista Specific Plan per the approved Development Agreement with John Mourier Construction, Inc.

Fiddymont Ranch Phase 4 Trail (Project# 500222) - This project has several trail segments: a 3,120' segment of trail will link the WRSP paseo/trail system at Hayden Parkway to the future Creekview Specific Plan trail system; a 360' segment of trail adjoining WRSP Parcel F-13, with a connection from the existing trail at Chico Drive to the future Placer Parkway; a 1,250' segment along the south edge of Cumberland Drive from Bev Bos Park to a bridge crossing of Pleasant Grove Creek; and a 560' segment will connect to an existing sewer maintenance road south of WRSP Parcel F-8D which will facilitate a bicycle/pedestrian connection to Hayden Parkway.

JM-51 Neighborhood Park (Project# 500289) - This project provides funding for a 2.62-acre neighborhood park. Typical features of a neighborhood park include a children's play area, a shaded picnic area, looped pathways, among other features. This project is forecasted to begin in FY2024-25.

JM-52 Neighborhood Park (Project# 500290) - This project provides funding for a 2.62-acre neighborhood park. Typical features of a neighborhood park include a children's play area, a shaded picnic area, looped pathways, among other features. This project is forecasted to begin in FY2024-25.

City-wide Park Fee - (Although Park fees were adopted pre-AB1600, they are still being included in this report.)										
Document Establishing Fee	Project	Fee Formula	Starting Balance	Fees Collected (Refunded) ⁽¹⁾	Interest Earned	Interfund Transfer In/(Out)*	Expenditures	Ending Balance as of June 30, 2022	Sufficient Funds to Complete Project?	% of CIP Funded by Fee
Roseville Municipal Code Chapter 4.38		Ordinance No. 2424	\$12,894,386	3,523,336	152,167	234,320	(57,561)			
	Park Site 56 Gibson Park						(175,377)		No	100
	Harry Crab Park						(17,903)		Yes- Started Ph 2 July 2019	31
	WRSP Community Center & Pistachio Regional Park						5,397		Yes- Started Ph 1 July 2019	97.81
	Sports Park Complex						(695,333)		No	12
	Denio Family Park (Parcel F-54)						(203,927)		No	100
	Central Park Phase III						(461)		Yes- Started Ph 3 Nov. 2019	70
	Maidu Fitness Pods						(83,297)		Complete	80
								\$15,575,747		
⁽¹⁾ Includes Park Construction Fees and In-Lieu Fees.										
*Transfer in for capital: \$614,351 Transfer out: \$380,031 for loan principal payment to Fleet Replacement Fund 4005-Loan Purpose: The purpose of this loan is to provide funding for the Harry Crabb Park project. The Citywide Park Fund will repay the loan from moneys it receives from the Roseville Finance Authority (RFA) 2017A savings (Interest rate FY22: 1.37%); Loan matures 6/30/26.										

City-wide Park Fee Project Descriptions

Park Site 56 Gibson Park (Project# 400004) – This project provides funding to construct a 12.5 acre city-wide park focused on sports, including lighted basketball, tennis, and pickle ball courts.

Harry Crabb Park (Project# 400007) - Current phase is for the planning and construction of park amenities, which includes two baseball fields, a soccer field, a splash pad water feature, a group picnic area, a basketball court, two tennis courts, two pickle ball courts, two bocce ball courts, a restroom and expansion of an off-street parking lot.

WRSP Community Center & Pistachio Regional Park (F-56) (Project# 400019) - Design and construct phase I of this Citywide park. Phase I consists of 2 softball fields, 1 baseball field, parking lot and potentially a restroom.

Sports Park Complex (Project# 400068) - Sports complex at Blue Oaks Blvd/Phillip Road/Hayden Parkway. Current phase is for the planning of amenities, which may include multiple lighted synthetic long fields, restrooms, storage facilities, children's playground area(s), shaded picnic area(s), and pedestrian pathway through landscaped area. Scope is dependent on funding availability.

Denio Family Park (Parcel F-54) (Project# 400118) – Design and construction of park.

Central Park-Phase III (Project# 500076) - Improvements to Central Park.

Maidu Fitness Pods (Project#700027) – This project provides funding to add fitness pods at Maidu Regional Park.

Electric Backbone Impact Fee										
Document Establishing Fee	Project	Fee Formula	Starting Balance	Fees Collected (Refunded) and other revenue	Interest Earned	Interfund Transfer In/(Out)	Expenditures ¹	Ending Balance as of June 30, 2022	Sufficient Funds to Complete Project?	% of CIP Funded by Fee
Roseville Municipal Code Chapter 4.54		Ordinance No. 6097	\$7,318,551	2,057,617.78	78,387.78	-	-			
	Sierra Vista Substation						(25,505)		Complete	75%
								\$9,429,051		

Sierra Vista Substation (Project# 400114) - Construct a new substation with an initial capacity of 46 MVA to supply power to new development in the Sierra Vista and Westbrook specific plans.

Solid Waste Impact Fee										
Document Establishing Fee	Project	Fee Formula	Starting Balance	Fees Collected (Refunded)	Interest Earned	Interfund Transfer In/(Out)	Expenditures	Ending Balance as of June 30, 2022	Sufficient Funds to Complete Project?	% of CIP Funded by Fee
Roseville Municipal Code Chapter 9.12	Solid Waste Services Set Up	Ordinance No. 6501	\$5,123,070	946,090	54,862		(226,424)	\$5,897,598	No	Unknown at this time

DA Fees Imposed Since 2004										
Sierra Vista Specific Plan Fee Program-Admin										
Document Establishing Fee	Project	Fee Formula	Starting Balance	Fees Collected (Refunded)	Interest Earned	Interfund Transfer In/(Out)	Expenditures	Ending Balance as of June 30, 2022	Sufficient Funds to Complete Project?	% of CIP Funded by Fee
Sierra Vista Specific Plan		Ord. No. 4932	\$281,109	248,252	3,790	-	(81,658)	\$451,493	-	-
Sierra Vista Specific Plan Fee Program-Improvements										
Document Establishing Fee	Project	Fee Formula	Starting Balance	Fees Collected (Refunded)	Interest Earned	Interfund Transfer In/(Out)	Expenditures	Ending Balance as of June 30, 2022	Sufficient Funds to Complete Project?	% of CIP Funded by Fee
Sierra Vista Specific Plan		Ord. No. 4932	\$(4,000)	1,970,525	1,743	-	-	\$1,968,268	-	-
Sierra Vista Specific Plan Fee Program- Park Land										
Document Establishing Fee	Project	Fee Formula	Starting Balance	Fees Collected (Refunded)	Interest Earned	Interfund Transfer In/(Out)	Expenditures	Ending Balance as of June 30, 2022	Sufficient Funds to Complete Project?	% of CIP Funded by Fee
Sierra Vista Specific Plan		Ord. No. 4932	\$4,609	2,005,123	1,171	-	(2,005,127)	\$5,776	-	-
Watt Avenue and Vista Grande Boulevard Extension Traffic Mitigation Fee										
Document Establishing Fee	Project	Fee Formula	Starting Balance	Fees Collected (Refunded)	Interest Earned	Interfund Transfer In/(Out)	Expenditures	Ending Balance as of June 30, 2022	Sufficient Funds to Complete Project?	% of CIP Funded by Fee
Creekview and Sierra Vista DA		Per DA	N/A	-	-	-	-	-	-	-
Note: The fee will be based on a fair share allocation. No fee will be established until there is a need to extend the road past city limits.										

DA Fees Imposed Since 2004, Continued										
Water Meter Retrofit/ Conservation Program										
Document Establishing Fee	Project	Fee Formula	Starting Balance	Fees Collected (Refunded)	Interest Earned	Interfund Transfer In/(Out)	Expenditures	Ending Balance as of June 30, 2022	Sufficient Funds to Complete Project?	% of CIP Funded by Fee
Roseville Municipal Code Chapter 14.07	Maint. and Testing of Water Meters and ERT Installs	Ord. No. 4001	\$1,432,669	124,691	15,022	-	(3,490)	\$1,568,892	No	Unknown at this time
Please refer to the Development Agreements on the City of Roseville's website: Development Agreements										
Traffic Signal Coordination Fee										
Document Establishing Fee	Project	Fee Formula	Starting Balance	Fees Collected (Refunded)	Interest Earned	Interfund Transfer In/(Out)	Expenditures	Ending Balance as of June 30, 2022	Sufficient Funds to Complete Project?	% of CIP Funded by Fee
West Roseville Specific Plan	West Roseville Traffic Signal Interconn.	Per individual DA	\$2,716,871	58,301	27,465		(30,814)	\$2,771,823	No	Unknown at this time
Bike Trail Fee- Creekview										
Document Establishing Fee	Project	Fee Formula	Starting Balance	Fees Collected (Refunded) ⁽¹⁾	Interest Earned	Interfund Transfer In/(Out)*	Expenditures	Ending Balance as of June 30, 2022	Sufficient Funds to Complete Project?	% of CIP Funded by Fee
Creekview Specific Plan	Bike Trails	Per individual DA	\$ 196,118	299,192	3,223	-	(7)	\$498,526	No	Unknown at this time

DA Fees Imposed Since 2004, Continued

Bike Trail Fee

Document Establishing Fee	Project	Fee Formula	Starting Balance	Fees Collected (Refunded) ⁽¹⁾	Interest Earned	Interfund Transfer In/(Out)*	Expenditures	Ending Balance as of June 30, 2022	Sufficient Funds to Complete Project?	% of CIP Funded by Fee
West Roseville Specific Plan	Misc. Class 1 Bike Trails	Per individual DA	\$ 404,968	-	4,443	131,851	(141,769)	\$399,493	No	Unknown at this time

⁽¹⁾\$1,032,284 in bike trail fees were collected through various Park Development Funds, which are included with the Neighborhood and Community Park Fees. This is reporting the Bike Trail Funds 3323 and 3380.

*Transfers in: \$131,851 from various Community Facilities Districts for bike trail maintenance.

City-Wide Park In-Lieu Fee

Document Establishing Fee	Project	Fee Formula	Starting Balance	Fees Collected (Refunded)	Interest Earned	Interfund Transfer In/(Out)	Expenditures	Ending Balance as of June 30, 2022	Sufficient Funds to Complete Project?	% of CIP Funded by Fee
Sierra Vista Specific Plan	Misc. Park Projects per DA	Per individual DA	\$23,452	-	237	-	(1)	\$23,688	No	Unknown at this time

Please refer to the Development Agreements on the City of Roseville's website: [Development Agreements](#)

Fire Tax Equivalent Fee

Document Establishing Fee ⁽¹⁾	Project	Fee Formula	Starting Balance	Fees Collected (Refunded)	Interest Earned	Interfund Transfer In/(Out)	Expenditures	Ending Balance as of June 30, 2022	Sufficient Funds to Complete Project?	% of CIP Funded by Fee
Municipal Code Chapter 4.46		Per individual DA's after Dec. 2009	\$6,590,858	2,450,637	69,932	-	(836,030)			
	Fire Station 8						(312,863)		No	48.5%
								\$7,962,534		

⁽¹⁾Roseville Municipal code 4.46 had a sunset date of December 31, 2009. Individual DA's reference a fee 'equivalent to' this original fire service construction tax fee.

*Please refer to the Development Agreements on the City of Roseville's website: [Development Agreements](#)

Fire Tax Equivalent Fee Project Description

Fire Station 8 (Project# 500067) - This project includes the design and construction of a Fire Station to service citizens and businesses in the Woodcreek/Blue Oaks general area.

DA Fees Imposed Since 2004, continued										
Public/Community Benefit Fee										
Document Establishing Fee	Project	Fee Formula	Starting Balance	Fees Collected (Refunded)	Interest Earned	Interfund Transfer In/(Out)*	Expenditures	Ending Balance as of June 30, 2022	Sufficient Funds to Complete Project?	% of CIP Funded by Fee
All DA's since 2004		Per individual DA	\$17,814,902	2,954,158	316,938	3,727,162	(14,855)			
	East Radio Site Relocation						(46,599)		No	Unknown at this time
	401 Oak Street Site Work						(2,636,017)			
	Land Purchase for Sports Park Complex						(3,000,000)		Complete	100
								\$19,111,676		
*Transfers in: \$409,041 for loan payment received from Public Facilities Fund- Loan purpose: Funding of the 316 Vernon Building Project # 400055 (Interest rate of 1.37% in FY22; matures 6/30/27). \$569,440 for loan payment received from Downtown Parking In-Lieu Fees. Loan purpose: Funding of a portion of the Oaks Street Parking Garage (Interest rate 1.37% (FY22); Loan matures 6/30/28). \$225,000 for loan payments received from the General Fund-Loan purpose: To cover costs related to the preparation of the Citywide Qualified Climate Action Plan, General Plan Update. The loan will be paid back by General Plan Update Fees collected and fees received in excess of the principal payment due will be made as a prepayment. (Interest rate: 1.37% from FY22; last payment will be made 6/30/23, prior to original maturity date of 6/30/29. \$2,490,656 is transferred in from the Water Operations Fund and Waste Services Operations Fund for its proportional share of a land acquisition. \$97,446 is a transfer in for rent repayment of loan from passport revenue in excess of expenses. Transfers out: \$64,422 to Fund 2901 (RFA Debt Service) for 2015 316 Vernon Debt Service. Total transfers rounded to nearest dollar amounts.										
Please refer to the Development Agreements on the City of Roseville's website: Development Agreements										

Public/Community Benefit Fee Project Description

East Radio Site Relocation (Project# 400126) - The City's current east radio site has many limitations including emergency power, coverage, capacity and a risky building lease status. These limitations increase the level of risk to provide clear and reliable communications in East Roseville. This CIP is designed to relocate the site to a location that will provide for sustainable high levels of communication services.

Westpark Drive Extension (Project# 500071) - This project provides funding for the construction of Westpark Drive extension up to Blue Oaks Boulevard via reimbursement agreements with developers.

Land Purchase for Sports Park Complex (Project# 500221) – Purchase of land for Sports Park Complex site.

DA Fees Imposed Since 2004, continued

Air Quality Mitigation Fee

Document Establishing Fee	Project	Fee Formula	Starting Balance	Fees Collected (Refunded)	Interest Earned	Interfund Transfer In/(Out)	Expenditures	Ending Balance as of June 30, 2022	Sufficient Funds to Complete Project?	% of CIP Funded by Fee
West Roseville Specific Plan	Mitigating Impacts to Air Quality	Per DA	\$262,132	\$219,553	\$3,344	\$0	(76,235)	\$408,794	No	Unknown at this time

Transit Shuttle Service Fee

Document Establishing Fee	Project	Fee Formula	Starting Balance	Fees Collected (Refunded)	Interest Earned	Interfund Transfer In/(Out)	Expenditures	Ending Balance as of June 30, 2022	Sufficient Funds to Complete Project?	% of CIP Funded by Fee
West Roseville Specific Plan	Shuttle Service between WRSP and I80/Watt Ave Light Rail Station	Per DA	\$366,341	51,206	2,833	-	-	\$420,380	No	Unknown at this time

Please refer to the Development Agreements on the City of Roseville's website: [Development Agreements](#)

Downtown Benefit Fee

Document Establishing Fee	Project	Fee Formula	Starting Balance	Fees Collected (Refunded)	Interest Earned	Interfund Transfer In/(Out)	Expenditures	Ending Balance as of June 30, 2022	Sufficient Funds to Complete Project?	% of CIP Funded by Fee
5 th Amend. DA relative to West Roseville Specific Plan		Per DA	\$1,720,780	2,050,000	25,159	(645,177)	(52)	\$3,150,710	No	Unknown at this time

DA Fees Imposed Since 2004, continued

Blue Oaks Boulevard Off-Site Road Fee

Document Establishing Fee	Project	Fee Formula	Starting Balance	Fees Collected (Refunded)	Interest Earned	Interfund Transfer In/(Out)	Expenditures	Ending Balance as of June 30, 2022	Sufficient Funds to Complete Project?	% of CIP Funded by Fee
West Roseville Specific Plan	Blue Oaks Blvd. Project	Per DA	\$803,428	322,117	9,015	-	(23)	\$1,134,537	No	Unknown at this time

Westpark Drive off-site road fee

Document Establishing Fee	Project	Fee Formula	Starting Balance	Fees Collected (Refunded)	Interest Earned	Interfund Transfer In/(Out)	Expenditures	Ending Balance as of June 30, 2022	Sufficient Funds to Complete Project?	% of CIP Funded by Fee
West Roseville Specific Plan	Westpark Drive Extension	Per DA	\$26,133	97,411	544	-	(3)	\$124,085		

Please refer to the Development Agreements on the City of Roseville's website: [Development Agreements](#)

Attachment 1:
Fee Ordinances, Resolutions and
Development Agreements

Drainage Fees:

Pleasant Grove/Curry Creek Watershed Drainage Mitigation Fee

Ordinance No. 5933

Dry Creek Watershed Drainage Mitigation Fee

Ordinance No. 2617

ORDINANCE NO. 5933

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING SECTIONS
4.48.020, 4.48.050, 4.48.070 AND 4.48.140 OF CHAPTER 4.48 OF TITLE 4 OF THE
ROSEVILLE MUNICIPAL CODE REGARDING PLEASANT GROVE/CURRY CREEK
WATERSHED DRAINAGE MITIGATION FEE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. Section 4.48.020 of Chapter 4.48 of Title 4 of the Roseville Municipal Code is hereby amended to read as follows:

4.48.020 Definitions.

The following words are defined for purposes of this chapter as follows:

A. “Building permit” means the permit issued or required by the city for construction of any structure pursuant to and as defined by the building code.

B. “Capital improvement program” means that list of proposed drainage facilities, improvements, or infrastructure totaling \$23,576,744.69 (in 2017 dollars) included in the study.

C. “Department” means the department of development services.

D. “Director” means the director of the department.

E. “Facilities” means those public drainage facilities or infrastructure shown and included on the capital improvement program.

F. “Fee” or “drainage mitigation fee” means the fee established by this chapter. The fee shall be collected prior to the approval of any building permit. The fee shall be used solely to finance the facilities.

G. “Improvement plan” means a site plan of property proposed for development showing all required improvements that must be approved by the city prior to the issuance of a building permit for the property.

H. “Study” means the reports entitled “Pleasant Grove/Curry Creek Watershed Mitigation Fee Report Amended Hydrology Project Report for Fee Revisions” dated May 2017 by Civil Engineering Solutions, Inc. The study is on file in the offices of the director and the city clerk.

I. “Drainage mitigation fund” means that special interest-bearing fund established pursuant to Section 4.49.030.

SECTION 2. Section 4.48.050 of Chapter 4.48 of Title 4 of the Roseville Municipal Code is here amended to read as follows:

4.48.050 Watershed and soil boundaries.

The boundaries of the Pleasant Grove and Curry Creek watershed are established as shown on Exhibit PG-2 within the Study entitled “PGWMF Land Use Areas Contributing to Impact” dated March 2017 which is on file in the office of the city clerk and the director and is incorporated herein by this reference.

SECTION 3. Section 4.48.070 of Chapter 4.48 of Title 4 of the Roseville Municipal Code is hereby amended to read as follows:

4.48.070 Drainage mitigation fee.

The fee within the Pleasant Grove and Curry Creek watersheds shall be:

Land Use Category	Fees
Low Density Residential (LDR): less than 7 units/acre	\$494.93/unit
Medium Density Residential (MDR): 7 to 12.9 units/acre	\$494.93/unit
High Density Residential (HDR): 13 units/acre or higher	\$408.23/unit
Neighborhood Commercial (NC)	\$6,423.12/acre
Community Commercial (CC)	\$6,423.12/acre
Regional Commercial (RC)	\$6,423.12/acre
Business Professional (BP)	\$6,423.12/acre
Light Industrial (LI)	\$6,423.12/acre
General Industrial (IND)	\$6,423.12/acre

SECTION 4. Section 4.48.140 of Chapter 4.48 of Title 4 of the Roseville Municipal Code is hereby amended to read as follows:

4.48.140 Inflationary adjustments.

The Construction Cost Index (CCI) inflationary fee adjustment shall become effective July 1, 2013. The fee established by this chapter shall be adjusted annually July 1st beginning on July 1, 2018 by a percentage equal to the adjustment rate for the prior year for construction costs as determined by the director in the preceding June. The director's determination shall be based upon averaging the Construction Cost Index (CCI) for 20 cities and for San Francisco, as published in the Engineering News Record publication for the preceding 12 months ending in May. The resultant fee shall be rounded to the nearest dollar figure.

SECTION 5. This ordinance shall be effective at the expiration of thirty (30) days from the date of adoption.

SECTION 6. The City Clerk is hereby directed to cause this ordinance to be published in full at least once within fourteen (14) days after it is adopted in a newspaper of general circulation in the City, or shall within fourteen (14) days after its adoption cause this ordinance to be posted in full in at least three (3) public places in the City and enter in the Ordinance Book a certificate stating the time and place of said publication by posting.

PASSED AND ADOPTED by the Council of the City of Roseville this 7th day of February, 2018, by the following vote on roll call:

AYES	COUNCILMEMBERS:	Gore, Alvord, Herman, Allard, Rohan
NOES	COUNCILMEMBERS:	None
ABSENT	COUNCILMEMBERS:	None



MAYOR

ATTEST:



City Clerk

ORDINANCE NO. 2617

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
ADDING CHAPTER 4.49 TO TITLE 4 OF THE ROSEVILLE
MUNICIPAL CODE, RELATING TO THE DRY CREEK
WATERSHED DRAINAGE MITIGATION FEE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1: Chapter 4.49 is hereby added to Title 4 of the Roseville Municipal Code to read as follows:

CHAPTER 4.49

DRY CREEK WATERSHED DRAINAGE MITIGATION FEE

4.49.010 Purpose.

The City Council finds and declares that the purpose of this chapter is as follows:

A. The General Plan of the City requires that the city be provided, in a time frame related to its development, with an adequate level of drainage infrastructure so as to not adversely impact other areas.

B. New development, and the expansion of existing development, within the City imposes a burden on the creeks and drainage infrastructure within the Dry Creek watershed by adding additional impervious surface, thereby adding more runoff and changing discharge rates. This creates a need for new drainage infrastructure and improvements. Such burdens may vary by the type of land use and location within the City. Some of the worst impacts imposed by development are on properties located within the Dry Creek watershed downstream from the City, where additional runoff poses a threat to severe flooding and is a danger to life and property.

C. Analysis of the land use expected at buildout of the City pursuant to the General Plan and Specific Plans make it possible to estimate the amount of additional runoff generated by different types of land use, to analyze the drainage infrastructure or facilities necessary to mitigate that runoff, and to determine which land uses will require which portions of such infrastructure. It is therefore possible to charge a fee, based on land use and location, which equitably shares the burden of providing drainage infrastructure or facilities within the Dry Creek watershed among those who will create the need for them. It is the intent of this chapter to create such a fee without generating any surplus to the general fund. It is the further purpose of the chapter to implement the General Plan and Specific Plans by assuring that adequate public facilities are financed and provided to serve the City.

D. The Fee established by this chapter has been calculated in the manner set forth in the Study so as to pay for those Facilities listed in the Capital Improvement Program.

E. The Fee established by this chapter is in addition to any other fees or charges required by law as a condition of development.

F. The Fee established by this chapter is to be collected for public improvements and facilities for which an account has been established and funds appropriated, and for which a proposed construction schedule has been adopted.

G. That the failure to impose conditions and regulations of this chapter relating to payment of the Fee on building permits would jeopardize both residents of the community and those outside the community within the Dry Creek watershed, in that it would permit construction to proceed without adequate drainage infrastructure or means of financing said infrastructure.

H. The requirement of this chapter to pay the Fee is necessary in order to assure compliance with the applicable Zoning Ordinance, Specific Plans, and General Plan requirements for the infrastructure funded by this chapter.

I. That for a period of greater than 10 days prior to adoption of this chapter, data has been available to the public and to developers and their representatives indicating the cost or estimated cost of all the infrastructure to be funded, the revenue sources anticipated, and the means of sharing these costs.

J. That the City Council has considered the effect of the Fee imposed by this chapter with respect to the housing needs of the City as a whole and of the region, particularly as required by the Housing Element of the General Plan, and the City Council finds that this chapter does not unduly adversely affect the City's ability to provide such needs.

K. That the establishment of the Fee is for the purpose of obtaining funds for capital projects, necessary to maintain service required by the General Plan within existing service areas and existing portions of the City which are developed or for which land use has already been granted.

4.49.020 Definitions.

The following words are defined for purposes of this chapter as follows:

A. "Building Permit" means the permit issued or required by the City for construction of any structure pursuant to and as defined by the Building Code.

B. "Capital Improvement Program" means that list of proposed drainage facilities, improvements, or infrastructure totaling \$5,248,700 (in 1991 dollars, Roseville projects only) included in the Study.

C. "Department" means the Department of Public Works.

D. "Director" means the Director of the Department.

E. "Facilities" means those public drainage facilities or infrastructure shown and included on the Capital Improvement Program.

F. "Fee" or "Drainage Mitigation Fee" means the Fee established by this chapter. The Fee shall be collected prior to the approval of any building permit. The Fee shall be used solely to finance the Facilities.

G. "Improvement Plan" means a site plan of property proposed for development showing all required improvements that must be approved by the City prior to the issuance of a Building Permit for the property.

H. "Study" means both the report entitled "Dry Creek Watershed Flood Control Plan" dated April 1992 by James M. Montgomery Consulting Engineers, and the report of the Director entitled "Adoption of Interim Dry Creek Watershed Flood Control Plan and Drainage Mitigation Fee" dated June 4, 1992, taken together. The Study is on file in the Offices of the Director and the City Clerk.

I. "Dry Creek Drainage Mitigation Fund" means that special interest-bearing fund established pursuant to Section 4.49.030.

4.49.030 Establishment and Administration of Dry Creek Drainage Mitigation Fund.

The Finance Director is hereby directed to establish a special interest-bearing fund entitled the Dry Creek Drainage Mitigation Fund. All Fees collected pursuant to this chapter shall be deposited in the Dry Creek Drainage Mitigation Fund and expended solely to finance the Facilities.

4.49.040 Payment of Drainage Mitigation Fee.

Except as otherwise provided by this chapter, the Fee imposed pursuant to this chapter shall be paid at or prior to the issuance of any Building Permit within the Dry Creek Watershed. Calculation of the Fee shall be determined in accordance with the Study and this chapter depending upon where within the City development occurs, the type of development, and the extent of development.

4.49.045 Payment of Drainage Mitigation Fee Where Building Permits are not Issued by the City.

Where Building Permits are issued by an individual or agency other than the City, the Fee imposed pursuant to this chapter shall be paid at or prior to a request for electric, water, or sewer service, whichever is first. The fee shall be calculated in the same manner as any other Fee imposed pursuant to this chapter.

4.49.050 Watershed and Subarea Boundaries.

The boundaries of the Dry Creek Watershed and its subareas are hereby established as shown on that certain map entitled Dry Creek Watershed Subarea Map which is on file in the Office of the City Clerk and the Director and is incorporated herein by reference.

4.49.060 [Reserved]

4.49.070 Drainage Mitigation fee -- Main Stem.

The Fee in that portion of the Dry Creek Watershed which is in the Main Stem subarea shall be:

<u>Land Use Category</u>	<u>Amount of Fee</u>
Commercial, Industrial, or other	\$1,125.00/acre
High-density Residential (More than 4.0 units per acre)	\$94.00/unit
Low-density Residential (4.0 or less units per acre)	\$148.00/unit

4.49.080 Drainage Mitigation fee -- Antelope Creek.

The Fee in that portion of the Dry Creek Watershed which is in the Antelope Creek subarea shall be:

<u>Land Use Category</u>	<u>Amount of Fee</u>
Commercial, Industrial, or other	\$1,350.00/acre
High-density Residential (More than 4.0 units per acre)	\$113.00/unit
Low-density Residential (4.0 or less units per acre)	\$274.00/unit

4.49.090 Drainage Mitigation fee -- Miner's Ravine.

The Fee in that portion of the Dry Creek Watershed which is in the Miner's Ravine subarea shall be:

<u>Land Use Category</u>	<u>Amount of Fee</u>
Commercial, Industrial, or other	\$1,699.00/acre
High-density Residential (More than 4.0 units per acre)	\$142.00/unit
Low-density Residential (4.0 or less units per acre)	\$508.00/unit

4.49.100 Drainage Mitigation fee -- Strap Ravine.

The Fee in that portion of the Dry Creek Watershed which is in the Strap Ravine subarea shall be:

<u>Land Use Category</u>	<u>Amount of Fee</u>
Commercial, Industrial, or other	\$1,277.00/acre
High-density Residential (More than 4.0 units per acre)	\$106.00/unit
Low-density Residential (4.0 or less units per acre)	\$215.00/unit

4.49.110 Drainage Mitigation fee -- Linda Creek North.

The Fee in that portion of the Dry Creek Watershed which is in the Linda Creek North subarea shall be:

<u>Land Use Category</u>	<u>Amount of Fee</u>
Commercial, Industrial, or other	\$1,215.00/acre
High-density Residential (More than 4.0 units per acre)	N/A

Low-density Residential (4.0 or less units per acre)	\$163.00/unit
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4.49.120 Drainage Mitigation fee -- Linda Creek South.

The Fee in that portion of the Dry Creek Watershed which is in the Linda Creek South subarea shall be:

<u>Land Use Category</u>	<u>Amount of Fee</u>
Commercial, Industrial, or other	\$1,371.00/acre
High-density Residential (More than 4.0 units per acre)	\$114.00/unit

Low-density Residential (4.0 or less units per acre)	\$194.00/unit
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4.49.130 Drainage Mitigation fee -- Secret Ravine.

The Fee in that portion of the Dry Creek Watershed which is in the Secret Ravine subarea shall be:

<u>Land Use Category</u>	<u>Amount of Fee</u>
Commercial, Industrial, or other	\$1,427.00/acre
High-density Residential (More than 4.0 units per acre)	\$119.00/unit

Low-density Residential (4.0 or less units per acre)	\$311.00/unit
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4.49.140 Reserved.

4.49.150 Existing Development.

No Fee pursuant to this chapter shall be charged for already existing development or for projects which rebuild or remodel without increasing the impervious area, except as provided in this section.

Where any development or project expands or remodels, it shall be charged the appropriate Fee as provided by Sections 4.49.050 through 4.49.140; provided, however, that the Fee shall be calculated only as to that portion of the development or project which is expanded or remodeled.

4.49.160 Fee Adjustments.

A. A developer of any project subject to the Fee established by this chapter may apply to the Director for a reduction or adjustment to the Fee based on the absence of any reasonable relationship or nexus between the impacts of the project and either the amount of the Fee or the Facilities to be financed by the Fee. The application shall be made in writing and filed with the Director not later than twenty (20) calendar days after notification of the amount of the Fee. The application shall state in detail the factual basis for the claim of reduction or adjustment and the amount of the proposed reduction or adjustment. The Director shall consider the application and render his decision in writing not later than forty-five (45) calendar days after the filing of the Fee adjustment request. Any person aggrieved by the decision of the Director may, within twenty (20) calendar days thereafter, appeal the decision in writing to the City Council by filing an appeal with the City Clerk. The City Council shall consider such appeals within forty-five (45) calendar days after filing. The decision of the City Council shall be final. No Building Permit shall be considered final or complete for purposes of the Permit Streamlining Act (Government Code Section 65920, et seq.), or any other purpose, until a final decision pursuant to this section has been made.

B. Notwithstanding the provisions of Subsection A, a project proponent or applicant may pay the Fee "under protest" and receive a Building Permit. Provided, however, that the application for reduction or adjustment shall thereafter be filed within ten (10) calendar days or any objection shall be deemed waived. If a reduction or adjustment is received after payment pursuant to this subsection is made, a refund to the applicant shall be made of that amount by which the Fee is reduced or adjusted.

C. The project proponent or applicant applying for a reduction or adjustment shall have the burden of proof, by a preponderance of the evidence, that a reasonable relationship or nexus is lacking between the Fee, or the Facilities to be financed by the Fee, and the particular project.

D. In the event of any reduction or adjustment in the Fee granted pursuant to this section, any later change in the use, zoning, or land use designation for the property involved shall subject the then owner to payment of the then applicable Fee for new uses, zoning, or land use designation, whether or not a Building Permit is required.

4.49.170 Inflationary Adjustments.

The Fee established by this chapter shall automatically be adjusted on January 1 of each calendar year by a percentage equal to the inflation rate for the prior year for construction costs as determined by the Director on December 1 of each calendar year. The Director's determination shall be based on the

Engineering News Record, Construction Cost Index for the calendar year as of December 1.

Further the Director shall, during the first meeting in February of every odd-numbered year beginning in 1993, report to the City Council as to the inflation of land costs in the area where the Facilities are intended to be constructed. The council shall at that time adjust the Fee for such inflation.

4.49.180 Adoption in Compliance.

When monies in the Dry Creek Drainage Mitigation Fund are disbursed for use, the Fees shall be used to finance the Facilities. To the extent sufficient Fees are available, all Facilities financed by the Fees shall be constructed or acquired in accordance with the priorities established in the Capital Improvement Program.

4.49.190 Chapter is Severable.

If any provision of this chapter or the application thereof to any person or circumstance held invalid, such invalidity shall not affect the other provisions of this chapter which can be given effect without the invalid provision or its application, and to this end the provisions of this chapter are severable.

SECTION 2. This ordinance shall be effective at the expiration of sixty (60) 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 (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 1st day of July, 1992, by the following vote on roll call:

AYES COUNCILMEMBERS: Pauline Roccucci, Fred M. Jackson, Harry Crabb, Jr.,
Mel Hamel, Bill Santucci

NOES COUNCILMEMBERS: None

ABSENT COUNCILMEMBERS: None

Dee Santucci
MAYOR

ATTEST:

Dee Florence
City Clerk

Public Facilities Fee
Ordinance No. 6290

ORDINANCE NO. 6290

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING SECTIONS 4.52.050, 4.52.060, 4.52.070, 4.52.080 and 4.52.090, OF CHAPTER 4.52 OF TITLE 4 OF THE ROSEVILLE MUNICIPAL CODE REGARDING PUBLIC FACILITIES FEES

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. Section 4.52.050 of Chapter 4.52 of Title 4 of the Roseville Municipal Code is hereby amended to read as follows:

4.52.050 Public facilities fee—Residential.

Effective January 4, 2021, the fee for residential development shall be:

Low density residential (LDR) shall be \$3,528.00 per dwelling unit;

Medium density residential (MDR) shall be \$3,266.00 per dwelling unit;

Single-family age-restricted shall be \$2,352.00 per dwelling unit.

SECTION 2. Section 4.52.060 of Chapter 4.52 of Title 4 of the Roseville Municipal Code is hereby amended to read as follows:

4.52.060 Public facilities fee—Commercial and unspecified development.

Effective January 4, 2021, the fee for commercial or unspecified development shall be \$0.66 per square foot of structure.

SECTION 3. Section 4.52.070 of Chapter 4.52 of Title 4 of the Roseville Municipal Code is hereby amended to read as follows:

4.52.070 Public facilities fee—Industrial.

Effective January 4, 2021, the fee for light industrial development shall be \$0.44 per square foot of structure and for general industrial the fee shall be \$0.27 per square foot of structure.

SECTION 4. Section 4.52.080 of Chapter 4.52 of Title 4 of the Roseville Municipal Code is hereby amended to read as follows:

4.52.080 Public facilities fee—Business/professional.

Effective January 4, 2021, the fee for business/professional and central business district development shall be \$0.89 per square foot of structure.

SECTION 5. Section 4.52.090 of Chapter 4.52 of Title 4 of the Roseville Municipal Code is hereby amended to read as follows:

4.52.090 Public facilities fee—Multifamily-HDR and HDR-age restricted.

Effective January 4, 2021, the fee for multifamily development shall be \$2,352.00 per dwelling unit. Effective January 4, 2021, the fee for multifamily age restricted development shall be \$1,959.00 per dwelling unit.

SECTION 6. This ordinance shall be effective at the expiration of thirty (30) days from the date of adoption.

SECTION 7. The City Clerk is hereby directed to cause this ordinance to be published in full at least once within fourteen (14) days after it is adopted in a newspaper of general circulation in the City, or shall within fourteen (14) days after its adoption cause this ordinance to be posted in full in at least three (3) public places in the City and enter in the Ordinance Book a certificate stating the time and place of said publication by posting.

PASSED AND ADOPTED by the Council of the City of Roseville this 4th day of November, 2020, by the following vote on roll call:

AYES COUNCILMEMBERS: Bernasconi, Alvord, Roccucci, Houdesheldt, Allard

NOES COUNCILMEMBERS: None

ABSENT COUNCILMEMBERS: None



MAYOR

ATTEST:



City Clerk

Local Sewer Connection Fees

Water Connection Fees

Ordinance No. 6100

ORDINANCE NO. 6100

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING SECTION 9.12.100 OF CHAPTER 9.12 OF TITLE 9, AMENDING SECTIONS 14.08.025, 14.08.090, 14.08.091, AND 14.08.100 OF CHAPTER 14.08 OF TITLE 14, DELETING SECTION 14.08.091 OF CHAPTER 14.08 OF TITLE 14, AND AMENDING SECTIONS 14.16.060, 14.16.080, 14.16.200 AND 14.16.201 OF CHAPTER 4.16 OF TITLE 14 OF THE ROSEVILLE MUNICIPAL CODE REGARDING GARBAGE, WATER AND WASTEWATER RATES AND SERVICES

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. Section 9.12.100 of Chapter 9.12 of Title 9 of the Roseville Municipal Code is hereby amended to read as follows:

9.12.100 Charges for collection.

A. Residential.

1. Each and every householder or tenant occupying any dwelling, house, or residence, shall pay to the city, or its authorized agent, a fixed minimum charge as set forth in this section as a refuse fee. Such fixed minimum is based upon service of one call per week, irrespective of whether there is any refuse to remove from any premises.

2. Ninety-Gallon Automated Container Service. For each premises assigned city-owned 90-gallon containers (one for household garbage and one for yard clippings and green waste) and serviced by automated collection, all garbage, and green waste for collection must be contained within the 90-gallon container(s) with the lid closed and must fall freely from container when dumped. Each such premises shall be provided weekly collection for trash; green waste will be collected every other week.

3. Refuse service may be discontinued upon request for a period of no less than two months when a dwelling, house, or residence will be unoccupied. The minimum time of discontinuing service will be two months. A service charge equal to two months' refuse charge will be charged to the utility user for the removal and redelivery of the assigned automated container when service has been temporarily discontinued. This service charge will be paid at the time service is discontinued. Upon occupancy of a dwelling, house or residence, the utility user must contact the city to restart service and will be charged an associated restart fee. If the occupant of a dwelling, house, or residence does not contact the city to restart service, the city may bill back to the discontinuance of service all monthly charges.

4. For collection of additional containers beyond those covered by the fixed minimum charges established in this chapter, the collection charge shall be that identified in this section.

5. An additional or special pickup may be requested beyond the minimum service required by this chapter. Each such additional or special pickup shall be subject to a fixed fee.

6. Rates for Residential Collection. Effective July 5, 2019, and July 1, 2020, the residential rates on billings shall be as follows:

Residential Refuse Service	Effective 7/5/2019	Effective 7/1/2020
Fixed refuse monthly charge (one trash container and one green waste container as identified in Section 9.12.100(A)(2))	\$25.57	\$26.85
Additional empty of a 60- or 90-gallon refuse container	\$16.72	\$17.55
Each additional green waste container	\$9.28	\$9.75
Each additional 90-gallon refuse container	\$17.48	\$18.36
Additional empty of a green waste container	\$12.29	\$12.90
Refuse 60- or 90-gallon replacement charge	\$74.69	\$78.42
Fixed fee for the return of a confiscated green waste container due to contamination	\$119.41	\$125.38
Temporary removal of a residential service	\$51.12	\$53.68
Move in box pick-up	\$90.39	\$94.91
Temporary dumpster delivery and removal and per yard charge (6 yards only)	\$125.30	\$131.56

Residential Special Services	Effective 7/5/2019	Effective 7/1/2020
Restart Service (per occurrence)	\$25.00	\$26.25
Green/Waste Contamination Fee (per occurrence)	\$25.00	\$26.25
Overloaded Cart (per occurrence)	\$10.00	\$10.50
Return Trip Charge Same day (per occurrence)	\$10.00	\$10.50
Return Trip Charge Off day (per occurrence)	\$25.00	\$26.25
Cart Exchange (in excess of 1x/12 months)	\$25.00	\$26.25

B. Commercial.

1. A landlord, property owner, or property manager or management company of each and every store, shop, apartment, house, rooming house, factory or other nonresidential use that has a commercial dumpster shall pay to the city, or its authorized agent, a fixed minimum charge as set forth by the city council as a refuse fee. Such fixed minimum is based upon service of one call per week, irrespective of whether there is any refuse to remove from any premises.

A landlord, property owner, property manager or management company with multiple tenants who must share a commercial dumpster shall be responsible for the refuse utility bill of the tenants.

2. Commercial Dumpster, Roll-On, and Additional Services. The environmental utilities director may approve the placing of garbage or rubbish in containers other than 30-gallon cans or 90-gallon automated cans (such as dumpsters or roll-on containers) as provided in Section 9.12.060. The fixed fee and additional service charges are established by subsections (A)(6) and (B)(7). In such cases, the environmental utilities director shall cause a study of the service to be made, and charges will be established based on the cost of performing the service. Such charge shall include all costs to the city, including, but not limited to, labor, equipment operation, maintenance and depreciation, administrative overhead, recycling, landfill closure and landfill operation costs. Standard commercial charges for basic hand-pickup dumpsters and roll-on containers may be established by the environmental utilities director subject to the approval of the city council.

An additional or special pick up may be requested beyond the minimum service required by this chapter. Each such additional or special pick up shall be subject to a fixed fee.

Temporary commercial services must be charged to a City of Roseville customer utility account. A "garbage only" account may be requested for temporary services. See Chapter 14.04 Utility Customer Billing, Accounting and Collections for information about establishing a new account.

Timeframe for temporary customer service. Temporary dumpsters for commercial use must be serviced weekly and removed within a 90 day period. It is the customer's responsibility to schedule services. If a temporary dumpster is not emptied within seven consecutive days of its delivery or last collection, the account shall be assessed a weekly rental fee per Section 9.12.100(B7): Rates for Commercial Collection.

3. Commercial customers that fall into the following categories are required by state law to subscribe to organics recycling services.

a. On and after April 1, 2016, a business that generates eight cubic yards or more of organic waste per week shall arrange for recycling services specifically for organic waste.

b. On and after January 1, 2017, a business that generates four cubic yards or more of organic waste per week shall arrange for recycling services specifically for organic waste.

c. On and after January 1, 2019, a business that generates four cubic yards or more of commercial solid waste, as defined in Section 42649.1, per week, shall arrange for recycling services specifically for organic waste.

4. On or after January 1, 2020, if the department determines that statewide disposal of organic waste has not been reduced to 50 percent of the level of disposal during 2014, a business that generates two cubic yards or more per week of commercial solid waste shall arrange for the organic waste recycling services specified in subsection (B)(3), unless the department determines that this requirement will not result in significant additional reductions of organics disposal.

5. Multifamily dwellings will not be required to recycle food waste, but will need to provide proof to the city that other organics such as green waste are being recycled or diverted from the landfill in an appropriate manner. The city can also provide green waste services, if necessary.

The city will be the primary collector of all organic waste materials, unless a business had services in place before September 28, 2014, the date AB 1826 was approved. Any business with a collection contract before this date can continue with providers until the contract expires. Once the contract expires the business will default to city service.

6. An additional or special pickup may be requested beyond the minimum service required by this chapter. Each such additional or special pickup shall be subject to a fixed fee.

7. Rates for Commercial Collection. Effective July 5, 2019, and July 1, 2020, the commercial rates on billings shall be as follows:

Frontloader and Rearloader Commercial Services*	Effective 7/5/2019	Effective 7/1/2020
Frontloader and rearloader commercial dumpster and sidewalk can per yard charge *Plus premium for rearloader services (more detail below)	\$10.49	\$11.01
Frontloader and rearloader compactor per yard charge	\$18.90	\$19.85
Frontloader cardboard dumpster and compactor per yard charge	\$13.93	\$14.63

Commercial Special Services	Effective 7/5/2019	Effective 7/1/2020
Rear Loader Service Premium (this will be an additional charge equivalent to an associated percentage of the monthly base rate)	25%	25%
Recyclable Material Contamination Fee (per occurrence)	\$25.00	\$26.25
Green/Waste Contamination Fee (per occurrence)	\$25.00	\$26.25
Overloaded Container (per occurrence)	\$25.00	\$26.25
Lock Service – Admin Set up (per occurrence)	\$15.00	\$15.75
Lock Service – Lock Cost (per occurrence)	\$15.00	\$15.75
Lock Service – Per Month	\$10.00	\$10.50
Push/Pull Charges (per container month)	\$15.00	\$15.75
Extra Pickup Charge (of monthly rate per pickup + return trip charge)	25%	25%
Exchange Cart (per cart)	\$25.00	\$26.25
Exchange Bin (per occurrence)	\$75.00	\$78.75
Return Trip Charge Same day (per occurrence)	\$10.00	\$10.50
Return Trip Charge Off day (per occurrence)	\$25.00	\$26.25

Additional Commercial Service Rates	Effective 7/5/2019	Effective 7/1/2020
Roll-Off Return Charge (per occurrence)	\$30.00	\$31.50
Relocation Charge/Trip Charge(per event – includes roll-off return charge)	\$50.00	\$52.50

Roll-Off Commercial Open Top and Compactor Services*	Effective 7/5/2019	Effective 7/1/2020
Minimum charge per haul (base rate) without tonnage* All sizes	\$312.43	\$328.05
Roll-off 100% recycling bin	\$171.08	\$179.63

* Tonnage charges (tipping fees) vary by material type, and are determined by the Western Placer Waste Management Authority. With city department head approval, some entities may pay tonnage charges directly to Western Placer Waste Management Authority.

Temporary Frontloader, Rearloader and Roll-Off Charges*	Effective 7/5/2019	Effective 7/1/2020
Frontloader and rearloader temporary dumpster delivery and removal charge	\$62.38	\$65.50
Frontloader and rearloader temporary dumpster per yard charge (plus trip fee for extra pickups)	\$10.49	\$11.01
Frontloader and rearloader temporary dumpster rental fee per week	\$59.38	\$62.35
Roll-off temporary dumpster minimum charge per haul (base rate)	\$312.43	\$328.05
Tonnage (per ton charge)*		
Roll-off temporary dumpster rental fee per week	\$107.82	\$113.22
Roll-Off temporary 100% recycling bin	\$171.08	\$179.63

* Tonnage charges (tipping fees) vary by material type, and are determined by the Western Placer Waste Management Authority.

Additional Commercial Service Rates*	Effective 7/5/2019	Effective 7/1/2020
Standby service charge per occurrence (in 15 minute increments)	\$60.00	\$63.00
Solid Waste Minimum Charge	\$28.68	\$30.11
Emergency after hours call out service charge per occurrence	\$161.46	\$169.53
Fixed monthly minimum commercial charge	\$28.68	\$30.11
60- or 90-gallon automated container monthly charge	\$25.57	\$26.85
Commercial bin assistance charge per occurrence	\$45.17	\$47.43
Fixed fee for additional pick-up of a city owned 60- or 90-gallon automated container	\$16.72	\$17.55
Compactor cleaning	Minimum 2.5 hours labor cost	
Compactor lock replacement	0.5 hours of labor cost plus \$8.00 lock replacement	

* The amounts billed to commercial customers will vary with the types of service and the number of pickups in a billing period.

** Green waste containers available only in limited areas.

A. Shared Compactor Rates. Shared compactor rates are applicable to the City of Roseville downtown specific plan area. Exact rates are determined on a site-specific basis based on the following criteria:

	Cost per 1,000 square feet of building area or per dwelling unit	Cost per 1,000 square feet of building area or per dwelling unit	
	Effective 7/5/2019	Effective 7/1/2020	
Below are the square footage rates for shared compactors. If a customer's site-specific charge does not exceed the fixed minimum charge, they will be subject to the monthly fixed minimum charge.			

Monthly Minimum (Fixed)	\$28.68	\$30.11	
Tier 1: Cost per 1,000 square feet of building area or per dwelling unit	\$5.99	\$6.28	Tier 1 includes business types that are determined low use by the environmental utilities director. Typical examples of low use are retail and office establishments and small apartment units.
Tier 2: Cost per 1,000 square feet of building area	\$24.16	\$25.37	Tier 2 includes business types that are determined medium use by the environmental utilities director. Typical examples of medium use are relatively smaller establishments such as bars and grills, coffee shops and delis; selling or serving food but not considered a full-service restaurant.
Tier 3: Cost per 1,000 square feet of building area	\$51.04	\$53.59	Tier 3 includes business types that are determined high use by the environmental utilities director. A typical example of high use is full-service restaurants, restaurant/bakeries, and similar establishments. Full-service restaurants are defined as primarily dine-in establishments with established menus, and a minimum of two meals per day (e.g., lunch and dinner).

B. Shared Compactor Organic Tiers. Organics tiers are applicable to some shared compactor units depending on compactor tier and usage type. Exact rates are determined on a site-specific basis based on the following criteria:

Commercial Shared Compactor Organic Tiers	Effective 7/5/2019	Effective 7/1/2020
Tier 1	\$0.00	\$0.00
Tier 2	\$81.93	\$86.03
Tier 3	\$163.81	\$172.00

C. Rates for Commercial Organic Waste Collection. Effective July 5, 2019 and July 1, 2020, the commercial organic waste collection rates on billings shall be as follows:

Organic Waste Collection Rates	Minimum Monthly Charge (Effective 7/5/2019)	Minimum Monthly Charge (Effective 7/1/2020)
0-2 yards	\$81.93	\$86.03
0-4 yards	\$163.81	\$172.00
5 yards	\$204.77	\$215.01
6 yards	\$245.69	\$257.97
7 yards	\$286.77	\$301.10
8 yards	\$327.62	\$344.00
9 yards	\$368.53	\$386.96
10 yards	\$409.49	\$429.96
11 yards	\$450.57	\$473.09
12 yards	\$491.37	\$515.94
Extra pickup for one yard bin or cart equivalent	\$61.45	\$64.52
Extra pickup for two yard bin or cart equivalent	\$81.93	\$86.03

SECTION 2. Section 14.08.025 of Chapter 14.08 of Title 14 of the Roseville Municipal Code is hereby amended to read as follows:

14.08.025 Water connection fees.

A. In order that appropriate provision be made for sharing the costs of the maintenance and expansion of the raw water supply, water treatment, storage, and distribution facilities of the city by those who receive the benefits thereof, there are established connection fees to such facilities, which fees shall be imposed in addition to the service connection costs charged pursuant to Section 14.08.020. Such additional water connection fees include a “standard connection fee” and an “irrigation connection fee.” The fees shall be set so that they are equal to, but not greater than, the cost of service.

B. The water connection fees shall be based upon the applicable “dwelling unit equivalent” (“DUE”) and density assignment. The fee for one DUE shall be \$9,363.00 (per LDR unit), \$5,618.00 (per MDR unit), \$3,636.00 (per HDR unit) and \$9,363.00 (per Non Residential unit) on July 1, 2018.

C. The connection fee amount set forth above shall be adjusted annually on July 1st of each year by three percent or by a percentage equal to the inflation rate for the prior year for construction costs as determined by the environmental utilities director in the preceding June, whichever is greater. The director’s determination of the percentage equal to the inflation rate for the prior year for construction costs shall be based upon the Engineering News Record, Construction Cost Index for the prior 12 months ending in May. The environmental utilities director shall report the amount of the adjustment in percentage terms and the dollar amount due per DUE to the city council annually at the first regular meeting of the council following the adjustment of the fee.

D. Except as otherwise provided, all water connection fees established by this chapter shall be payable upon issuance of a building permit. Connection fees will be determined using the amount in effect on the date of building permit issuance.

SECTION 3. Section 14.08.090 of Chapter 14.08 of Title 14 of the Roseville Municipal Code is hereby amended to read as follows:

14.08.090 Service charges for metered service.

There shall be due and payable the following monthly charges, upon submission of the bill by the city to the owner of the property supplied with service, for all treated water measured by meters for residential, commercial, industrial and manufacturing or other purposes:

A. Monthly Quantity Rates. Effective July 5, 2019 and July 1, 2020, the monthly quantity rates on billings shall be as follows:

	Effective 7/5/2019	Effective 7/1/2020
Potable water usage (per 100 cubic feet)	\$1.30	\$1.34
Recycled water usage (per 100 cubic feet)	\$0.65	\$0.67

*

B. Monthly Service Charges. Effective July 5, 2019 and July 1, 2020, the monthly service charges on billings shall be as follows:

Meter Size (inches)	Peak Flow Rate (gallons per minute)	Effective 7/5/2019	Effective 7/1/2020
Up to 3/4	30	\$27.26	\$28.08
1	50	\$42.07	\$43.34
1-1/2	100	\$79.09	\$81.47
2	160	\$123.51	\$127.22
3	350	\$264.20	\$272.13
4	630	\$471.52	\$485.67
6	1300	\$967.61	\$996.64
8	2800	\$2,078.26	\$2,140.61
10	4200	\$3,114.89	\$3,208.31

C. The total amount due and payable shall be the sum of the monthly service charge plus the quantity rate. The monthly service charge is due and payable regardless of whether water has been consumed. The service charge shall be the greater of the charge based on the meter size or flow rate, with the following exceptions:

1. No service charge shall be made for fire service that has backflow prevention with detector check devices approved by the environmental utilities director.

2. No service charge shall be made for recycled water utility back-up systems that are required for reliability only and have backflow prevention and metering approved by the environmental utilities director. This exclusion does not extend to systems that are regularly required as part of normal operation. The recycled water operation shall be responsible for water volumetric charges for these services and any costs associated with meter maintenance.

D. For purposes of charging for treated water measured by meters:

1. A residential account is defined as a single metered water service which serves three or less dwelling units.

2. A nonresidential account is defined as a single metered water service which serves more than three dwelling units, or serves commercial, industrial, manufacturing, irrigation or other nonresidential land uses.

E. For single-family residential services that require automatic fire protection systems pursuant to Section 16.16.120, the increased meter size will not be assessed an additional charge associated with the fire protection system requirement. Service charges shall be based on the required service size as determined by the Uniform Plumbing Code without consideration for any fire protection system required by Section 16.16.120.

SECTION 4. Section 14.08.091 of Chapter 14.08 of Title 14 of the Roseville Municipal Code is hereby deleted in its entirety:

14.08.091 Service charge outside city water service area.

SECTION 5. Section 14.08.100 of Chapter 14.08 of Title 14 of the Roseville Municipal Code is hereby amended to read as follows:

14.08.100 Flat water rates.

The following service charges shall apply to flat rate consumers that the environmental utilities director determines are not cost effective to assign metered rates. The environmental utilities director shall conduct a water use study for consumers whom he or she determines may not be reasonably metered, and the director shall assign such consumers to an appropriate service rate level as set forth in this section. Water service rates for flat rate residential consumers shall be due and payable on a monthly basis according to the appropriate grouping set out in this section.

Effective July 5, 2019, and July 1, 2020, the flat rates on billings shall be as follows:

Nonmetered or Flat Service Charges	Effective 7/5/2019	Effective 7/1/2020
Single-family lots under 4,900 square feet; each mobile home unit not within a park maintaining its own distribution system and service; each dwelling unit of duplexes, triplexes, fourplexes, unmetered apartments and other multiple living units; other detached living units; and offices and stores with less than peak use of 250 gallons per day	\$37.38	\$38.51
Single-family lots 4,901 to 8,900 square feet	\$42.13	\$43.40
Single-family lots 8,901 to 12,000 square feet	\$45.79	\$47.17
Single-family lots 12,001 to 15,000 square feet	\$49.36	\$50.85
Single-family lots existing before July 1, 1977, which are in excess of 15,000 square feet	\$54.36	\$58.16
Mobile home parks, per living unit	34.47	35.51
All those single-family lots over 15,000 square feet, created on or after July 1, 1977, shall be metered pursuant to Section 14.08.105		

SECTION 6. Section 14.16.060 of Chapter 14.16 of Title 14 of the Roseville Municipal Code is hereby amended to read as follows:

14.16.060 Local sewer connection fee.

- A. A local sewer connection fee shall be charged in accordance with Section 14.16.010 for each connection to the city-owned public sewer.
- B. The local sewer connection fee shall be \$363.00 per sewer unit.
- C. The Construction Cost Index (CCI) inflationary fee adjustment shall become effective July 1, 2013. The fee established by this chapter shall be adjusted annually July 1st beginning on July 1, 2013 by a percentage equal to the adjustment rate for the prior year for construction costs as determined by the director in the preceding June. The director's determination shall be based upon averaging the Construction Cost Index (CCI) for 20 cities and for San Francisco, as published in the Engineering News Record publication for the preceding 12 months ending in May. The resultant fee shall be rounded to the nearest dollar figure.

SECTION 7. Section 14.16.080 of Chapter 14.16 of Title 14 of the Roseville Municipal Code is hereby amended to read as follows:

14.16.080 Regional sewer connection fee.

A. A regional sewer connection fee shall be charged in accordance with Section 14.16.010 for each sewer unit connected to the city-owned public sewer.

B. The regional sewer connection fee shall be \$7,854.00.

C. The fee established by this chapter shall be adjusted annually on July 1st by a percentage equal to the adjustment rate for the prior year for construction costs as determined by the director in the preceding June. The director's determination shall be based upon averaging the Construction Cost Index (CCI) for 20 cities and for San Francisco, as published in the Engineering News Record publication for the preceding 12 months ending in May. The resultant fee shall be rounded to the nearest dollar figure.

SECTION 8. Section 14.16.200 of Chapter 14.16 of Title 14 of the Roseville Municipal Code is hereby amended to read as follows:

14.16.200 Monthly unit sewer service charge established.

Except as otherwise provided in this chapter, a monthly unit sewer service charge shall be paid by each user connected to the city-owned public sewer. The monthly unit sewer service charge on billings shall be:

A. The monthly sewer charge shall be \$40.55 per sewer unit, effective on billings as of July 5, 2019, and \$42.18 per sewer unit, effective on billings as of July 1, 2020.

B. The monthly sewer service charges for those located outside of the city limits shall be 10 percent higher than the monthly sewer charges for those located inside city limits.

SECTION 9. Section 14.16.201 of Chapter 14.16 of Title 14 of the Roseville Municipal Code is hereby amended to read as follows:

14.16.201 Sacramento Regional County Sanitation District monthly unit sewer service charge established.

Except as otherwise provided in this chapter, a monthly unit sewer service charge shall be paid by each user connected to the Sacramento Regional County District's sewer system and located within Roseville city limits. Effective July 5, 2019, the monthly sewer charge shall be \$40.55 per sewer unit. Effective July 1, 2020, the monthly sewer charge shall be \$42.18.

SECTION 10. This ordinance shall be effective at the expiration of thirty (30) days from the date of adoption or on July 5, 2019, whichever occurs later.

SECTION 11. 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 15th day of May, 2019, by the following vote on roll call:

AYES COUNCILMEMBERS: Bernasconi, Alvord, Roccucci, Houdesheldt

NOES COUNCILMEMBERS: None

ABSENT COUNCILMEMBERS: None



MAYOR

ATTEST:



City Clerk

Traffic Mitigation Fee

Ordinance 2856

City/County Traffic Mitigation Fee

Ordinance No. 5203

ORDINANCE NO. 2856

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE
AMENDING SECTIONS 4.44.010, 4.44.020 AND 4.44.120;
REPEALING SECTIONS 4.44.050, 4.44.060, 4.44.070,
4.44.080, 4.44.090 AND 4.44.100; AND REENACTING SECTIONS 4.44.050
AND 4.44.060 OF CHAPTER 4.44 OF TITLE 4 OF THE ROSEVILLE MUNICIPAL
CODE RELATING TO TRAFFIC MITIGATION FEE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. Sections 4.44.010, 4.44.020, and 4.44.120 of Chapter 4.44 of Title 4 of the Roseville Municipal Code are hereby amended to read as follows:

4.44.010 Purpose.

The City Council finds and declares that the purpose of this chapter is as follows:

A. The General Plan of the City requires that the City be provided, in a time frame related to its development, with an adequate level of traffic and circulation infrastructure so as to maintain "Level of Service C," except where specified otherwise by the City Council in accordance with policies in the General Plan.

B. New development, and the expansion of existing development, within the city imposes a burden on the existing traffic and circulation infrastructure by adding additional traffic and by creating a need for new traffic and circulation infrastructure. Such burdens may vary by type of land use and by the location of the land use within the City.

C. Analysis of the land use expected at certain levels of development of the City pursuant to the General Plan makes it possible to estimate the number of trips generated by different types of land uses, to analyze the traffic and circulation infrastructure or facilities necessary to support those trips, and to determine which land uses will utilize which portions of such infrastructure. It is therefore possible to construct a fee, based on trip generation, which equitably spreads the burden of traffic and circulation infrastructure or facilities to those who will create the need for them and utilize them. It is the intent of this chapter to create such a fee, spreading costs of traffic and circulation infrastructure to those who create the need for such infrastructure, without generating any surplus to the General Fund. It is the further purpose of this chapter to implement the General Plan by assuring that adequate public facilities are financed and provided to serve the City.

D. The fee established by this chapter has been calculated in the manner set forth in the study so as to pay for those facilities listed in the capital improvement program.

E. The fee established by this chapter is in addition to any other fees or charges required by law as a condition of development.

F. The fee established by this chapter is to be collected for public improvements and facilities for which an account has been established and funds appropriated, and for which a proposed construction schedule has been adopted.

G. That the failure to impose the conditions and regulations of this chapter relating to payment of the fee on building permits would jeopardize residents of the community, in that it would permit construction to proceed without adequate infrastructure or means of financing said infrastructure.

H. The requirement of this chapter to pay the fee is necessary in order to assure compliance with the applicable zoning ordinance and general plan requirements for the infrastructure funded by this chapter.

I. That for a period of greater than ten (10) days prior to adoption of this chapter, data has been available to the public and to developers and their representatives indicating the cost or estimated cost of all the infrastructure to be funded, the revenue sources anticipated and the means of spreading these costs.

J. That the City Council has considered the effect of the fee imposed by this chapter with respect to the housing needs of the city as a whole and of the region, particularly as required by the housing element of the general plan, and the city council finds that this chapter does not unduly adversely affect the city's ability to provide for such needs.

K. That the establishment of the fee is for the purpose of obtaining funds for capital projects, necessary to maintain service required by the general plan within existing service areas and existing portions of the City which are developed or for which land use has already been granted.

4.44.020 Definitions.

The following words are defined for purposes of this chapter as follows:

A. "Building Permit" means the permit issued or required by the City for the construction of any structure pursuant to and as defined by the Building Code.

B. "Capital Improvement Program" means that list of traffic and circulation facilities, improvements, or infrastructure for year 200 consistent with that identified in the General Plan and listed in the document entitled "Technical Report for Update of the City of Roseville's Traffic Mitigation Fee," dated January 3, 1995. Said Capital Improvement Program is on file in the Office of the Director and the City Clerk.

C. "Department" means the Department of Public Works/City Engineer.

D. "Director" means the Director of the Department.

E. "Dwelling Unit Equivalents" or "D.U.E.'s" means the number of single family dwellings to which a particular type of development or use is equivalent in terms of expected or estimated p.m. peak hour traffic impact.

F. "Dwelling Unit Equivalent Rates or D.U.E. rates" means multiplication factors used to convert a particular type of development or use to Dwelling Unit Equivalents. D.U.E. rates shall be expressed as the number of D.U.E.'s per unit of a particular use.

G. "Facilities" means those public traffic and circulation facilities, improvements or infrastructure shown and included on the Capital Improvement Program.

H. "Improvement Plan" means a site plan of property proposed for development showing all required improvements that must be approved by the City prior to the issuance of a Building Permit for the property.

I. "Fee" or "Traffic Mitigation Fee" means the Fee established by this Chapter 4.44. The Fee shall be collected prior to the approval and issuance of any Building Permit, or as provided otherwise in this chapter. The Fee shall be used solely to finance the Capital Improvement Program.

J. "Traffic Mitigation Fund" means that special interest-bearing fund established pursuant to Section 4.44.030.

K. "Study" means that certain document entitled "Technical Report for Update of the City of Roseville's Traffic Mitigation Fee," dated January 3, 1995. The Study is on file in the Offices of the Director and City Clerk.

L. "Infill Area: means that portion of the City not within the Northeast, Northcentral, Northwest, or Southeast Roseville Specific Plan Areas, nor within the Del Webb Specific Plan Area or the North Industrial Area.

4.44.120 Existing Development.

No fee shall be charged for already existing development or for projects which rebuild or remodel without increasing the trips generated, except as provided in this section.

A. Where the development or project changes to a different land use, it shall be charged the appropriate fee as provided by Sections 4.44.050 and 4.44.060, less any amount previously paid pursuant to this chapter.

B. Where the development or project expands or remodels the same land use, it shall be charged the appropriate fee as provided by Sections 4.44.050 and 4.44.060; provided, however, that the fee shall be calculated only as to that portion of the development or project which is expanded or remodeled. Where the fee is calculated based upon the number of dwelling units, no fee shall be charged unless at least one additional dwelling unit is added.

SECTION 2. Sections 4.44.050, 4.44.060, and 4.44.070, 4.44.080, 4.44.090 and 4.44.100 of Chapter 4.44 of Title 4 of the Roseville Municipal Code are hereby repealed.

SECTION 3. Sections 4.44.050 and 4.44.060 of Chapter 4.44 of Title 4 of the Roseville Municipal Code are hereby reenacted to read as follows:

4.44.050 Traffic Mitigation Fee per Dwelling Unit Equivalent by Area.

The Traffic Mitigation fee for the various areas within the City, as defined in the general plan, shall be:

Area	Amount of Fee
Southeast Roseville Specific Plan Area	\$2,247 per D.U.E.
Northeast Roseville Specific Plan Area	\$1,200 per D.U.E.
North Central Roseville Specific Plan Area	\$3,046 per D.U.E.
Northwest Roseville Specific Plan Area	\$2,636 per D.U.E.
North Industrial Plan Area	\$3,058 per D.U.E.
Infill Areas	\$2,751 per D.U.E.
Del Webb Specific Plan Area	\$2,088 per D.U.E.

4.44.060 Determination of D.U.E. Rates and Total Fees.

The Director shall determine D.U.E. rates for any development, project or building for which a building permit is issued. D.U.E. rates shall be based on the actual use proposed and shall consider trip generation and any other information deemed pertinent by the Director. The rates shall be determined using generally accepted engineering practice and the best available information. The total fee charged shall be determined by the director and calculated by multiplying the D.U.E. rate for the particular use by the number of units or size of the development, project or building.

Section 4: This ordinance shall be effective at the expiration of sixty (60) days from the date of adoption.

Section 5: The City Clerk is hereby directed to cause this ordinance to be published in full at least once within fourteen (14) days after it is adopted in a newspaper of general circulation in the city, or shall within fourteen (14) days after its adoption cause this ordinance to be posted in full in at least three (3) public places in the City and enter in the Ordinance Book a certificate stating the time and place of said publication by posting.

PASSED AND ADOPTED by the Council of the City of Roseville this
1st day of February, 1995, by the following vote on roll
call:

AYES COUNCILMEMBERS: Harry Crabb, Jr., Claudia Gamar, Randolph Graham, Mel Hamel

NOES COUNCILMEMBERS: None

ABSENT COUNCILMEMBERS: Pauline Roccucci


MAYOR

ATTEST:


CITY CLERK

ORDINANCE NO. 5203

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING
SECTIONS 4.45.020, 4.45.030 AND 4.45.050 OF CHAPTER 4.45 OF TITLE 4 OF THE
ROSEVILLE MUNICIPAL CODE REGARDING TRAFFIC MITIGATION FEE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. Sections 4.45.020, 4.45.030 and 4.45.050 of Chapter 4.45 of Title 4 of the Roseville Municipal Code is hereby amended to read as follows:

4.45.020 Definitions.

The following words are defined for purposes of this chapter as follows:

- A. "Building permit" means the permit issued or required by the city for the construction of any structure pursuant to and as defined by the building code.
- B. "Covered improvements" means those traffic and circulation facilities, improvements, or infrastructure listed in that document entitled "2013 City/County Traffic Impact Fee Program Update" prepared by Fehr & Peers Transportation Consultants and dated March 15, 2013. Said covered improvements list is on file in the office of the director and the city clerk.
- C. "Department" means the department of development services.
- D. "Director" means the director of the department.
- E. "Dwelling Unit Equivalents" or "D.U.E.'s" means the number of single family dwellings to which a particular type of development or use is equivalent in terms of expected or estimated p.m. peak hour traffic impact.
- F. "Dwelling unit equivalent rates or D.U.E. rates" means multiplication factors used to convert a particular type of development or use to dwelling unit equivalents. D.U.E. rates shall be expressed as the number of D.U.E.'s per unit of a particular use.
- G. "Facilities" means those public traffic and circulation facilities, improvements or infrastructure shown and included on the covered improvements list.
- H. "Improvement plan" means a site plan of property proposed for development showing all required improvements that must be approved by the city prior to the issuance of a building permit for the property.
- I. "Fee" or "traffic mitigation fee" means the fee established by this Chapter 4.45. The fee shall be collected prior to the approval and issuance of any building permit, or as provided otherwise in this chapter. The fee shall be used solely to finance the covered improvements.
- J. "Traffic mitigation fund" means that special interest-bearing fund established pursuant to Section 4.45.030.

K. "Study" means that certain document entitled "2013 City/County Traffic Impact Fee Program Update," dated March 15, 2013. The study is on file in the offices of the director and city clerk.

L. "Infill area" means that portion of the city not within the Northeast, North Central, Northwest, Highland Reserve North, North Roseville, Stoneridge, Southeast, West Roseville, Del Webb, Creekview, or Sierra Vista specific plan areas, nor within the North Industrial Area.

4.45.030 Establishment and administration of traffic mitigation fund.

The finance director is directed to establish a special interest-bearing fund entitled the Baseline/Walerga traffic mitigation fund. All fees collected pursuant to this chapter shall be deposited in the Baseline/Walerga traffic mitigation fund and expended solely to finance the facilities.

4.45.050 Traffic mitigation fee per dwelling unit equivalent by area.

The net traffic mitigation fee for the various areas within the city, as defined in the general plan, shall be:

Area	Amount of Fee (per D.U.E.)
Southeast Roseville Specific Plan Area	\$57.00
Northeast Roseville Specific Plan Area	\$57.00
North Central Roseville Specific Plan Area	\$343.00
Northwest Roseville Specific Plan Area	\$343.00
North Industrial Plan Area	\$343.00
Infill Areas	\$57.00
Del Webb Specific Plan Area	\$343.00
Highland Reserve North Specific Plan Area	\$343.00

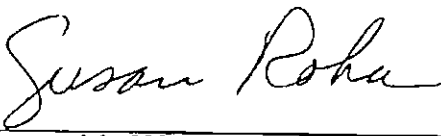
North Roseville Specific Plan Area	\$343.00
Stoneridge Specific Plan Area	\$57.00
West Roseville Specific Plan Area	\$770.00
Sierra Vista Specific Plan Area	\$1,350.00
Creekview Specific Plan Area	\$616.00

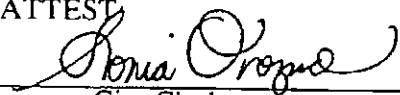
SECTION 2. This ordinance shall be effective at the expiration of thirty (30) days from the date of adoption.

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 19th day of June, 2013, by the following vote on roll call:

AYES	COUNCILMEMBERS:	Roccucci, Garcia, Gore, Rohan
NOES	COUNCILMEMBERS:	None
ABSENT	COUNCILMEMBERS:	Herman


MAYOR

ATTEST

City Clerk

Downtown Specific Plan In-Lieu Parking Fee

Resolution No. 09-124

Ordinance No. 5428

Downtown Code 3.0-Regulatory Incentives

RESOLUTION NO. 09-124

ADOPTING A PARKING IN LIEU FEE
FOR THE DOWNTOWN SPECIFIC PLAN

WHEREAS, as part of the Downtown Specific Plan, the City desires to implement a parking in lieu fee; and

WHEREAS, the initial parking in lieu fee will be \$8,000 per parking space and will be automatically adjusted on July 1st of each calendar year by a percentage equal to the inflation rate for the prior year for construction costs as determined by the Planning and Redevelopment Director in the preceding June; and

WHEREAS, the Director's determination shall be based upon the Engineering News Record, Construction Cost Index for the prior 12 months ending in June;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Roseville that the parking in lieu fee and the annual adjustment based on the Construction Cost Index is hereby approved.

PASSED AND ADOPTED by the Council of the City of Roseville this 1st day of April, 2009 by the following vote on roll call:

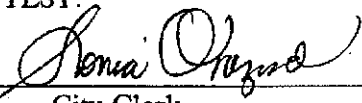
AYES COUNCILMEMBERS: Allard, Gray, Garcia, Roccucci, Garbolino

NOES COUNCILMEMBERS: None

ABSENT COUNCILMEMBERS: None


MAYOR

ATTEST:


City Clerk

ORDINANCE NO. 4728

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE ADDING SECTION 17.04.235 OF CHAPTER 17.04; DELETING SECTION 17.04.490 OF CHAPTER 17.04; AND AMENDING SECTIONS 17.06.180 AND 17.06.310 OF CHAPTER 17.06 OF TITLE 17; AND AMENDING SECTIONS 19.08.030, 19.08.080 AND 19.08.090 OF CHAPTER 19.08; 19.10.045 OF CHAPTER 19.10; 19.12.010, 19.12.020 AND 19.12.030 OF CHAPTER 19.12; 19.18.030 OF CHAPTER 19.18; 19.49.030 OF CHAPTER 19.49; 19.74.010 OF CHAPTER 19.74; AND ADDING CHAPTER 19.31 OF TITLE 19 OF THE ROSEVILLE MUNICIPAL CODE REGARDING ZONING

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. Section 17.04.235 of Chapter 17.04 of Title 17 of the Roseville Municipal Code is hereby added to read as follows:

17.04.235 Downtown specific plan area.

"Downtown specific plan area" means a 176 acre area encompassing historic old town, Vernon Street, and Royer and Saugstad Parks. This area is further defined in the Downtown Specific Plan.

SECTION 2. Section 17.04.490 of Chapter 17.04 of Title 17 of the Roseville Municipal Code is hereby deleted in its entirety.

SECTION 3. Sections 17.06.180 and 17.06.310 of Chapter 17.06 of Title 17 of the Roseville Municipal Code are hereby amended to read as follows:

17.06.180 Projecting signs in the Riverside Gateway Specific Plan area.

- A. Number. In addition to other signs permitted by this Title, establishments located in the Riverside Gateway Specific Plan area, in a building immediately adjacent to the public sidewalk, will be permitted one (1) projecting sign.
- B. Location.
 - 1. A projecting sign may extend over the sidewalk a maximum of six (6) feet, subject to an encroachment permit whenever the sidewalk is open to the public or part of the public right of way;
 - 2. A projecting sign may not extend onto or over the street;
 - 3. A projecting sign shall have a minimum vertical clearance of eight (8) feet from the sidewalk to the bottom of the sign;
 - 4. A projecting sign may not extend above the roof line; and
 - 5. The sign shall be located on the Riverside Avenue side even if the building entrance is located on a side street.
- C. Area. The area of a projecting sign shall be included in calculating the permitted area for wall signs.

- D. Encroachment Permit. A permanent encroachment permit which includes insurance certificates and/or bonds pursuant to Roseville Municipal Code Chapter 13.28 shall be required for all signs projecting over the public right-of-way.

Article 3. Downtown Specific Plan Area.

17.06.310 Downtown Specific Plan Signs.

Uses located in the Downtown Specific Plan area are permitted signage that is consistent with, and enhances the historic character of that area. The Downtown Code, adopted in Chapter 19.31 of the Roseville Municipal Code, sets forth the criteria, design guidelines and standards for signs located in the Downtown Specific Plan area.

SECTION 4. Sections 19.08.030(C), 19.08.080(D), (H), (I), (J), (K) and (L), and 19.08.090(E), (L), (O) and (V) of Chapter 19.08 Title 19 of the Roseville Municipal Code are hereby amended to read as follows:

Section 19.08.030(C) - Listing of Use Classifications

C. Residential Use Types

Caretaker/Employee Housing
Community Care Facility, Small
Community Care Facility, Large
Dwelling
 Multi-Family
 Single Family
 Two-Family
Efficiency Units
Family Day Care Homes, Small
Family Day Care Homes, Large
Live/Work
Mobile Home Park
Rooming and Boarding Houses
Second Dwelling Unit
Single Room Occupant

Section 19.08.080(D), (H), (I), (J), (K) and (L) - Residential Use Types

- D. Efficiency units, includes a room or group of internally connected rooms that have independent sleeping, cooking, eating and sanitation facilities, which constitutes an independent housekeeping unit, occupied by or intended for one household on a long-term basis.
- H. Live/Work, includes units that are occupied by business operators who live in the same structure that contains commercial activity. The units function primarily as a workspace with incidental residential accommodations.
- I. **Mobile Home Park**, includes any site that is planned and improved to accommodate two or more mobile homes used for residential purposes, or on which two or more mobile home lots are rented, leased, or held out for rent or lease, or were formerly held out for rent or lease and later converted to a subdivision, cooperative,

condominium, or other form of resident ownership, to accommodate mobile homes used for residential purposes. (Also see Chapter 19.48.)

- J. **Rooming and Boarding Houses**, includes the renting of individual bedrooms within a dwelling by a property owner or other manager in residence to three or more people, whether or not meals are provided; or a single-family dwelling occupied by six (6) or more unrelated people, living together as a single housekeeping unit; by prearrangement for definite periods, with compensation.
- K. **Second Dwelling Unit**, a dwelling unit, attached or detached, with permanent provisions for independent living, sleeping, eating, cooking and sanitation within the unit and includes a separate entrance from the primary unit. (Also see Chapter 19.60.)
- L. **Single Room Occupant**, lodging establishments providing a room(s) which does not include a kitchen or bathroom. These establishments include a communal bathroom and may have a communal kitchen and/or living area. This is not a temporary or transitional housing type and is typically found on the second story above a retail use.

Section 19.08.090(E), (L), (O), (V) - Commercial Use Types

- E. **Bars and Drinking Places**, includes establishments within a building where alcoholic beverages are sold for on-site consumption, that are not part of a restaurant. Includes bars, taverns, pubs, brew pubs, wine bars and similar establishments where any food service is subordinate to the sale of alcoholic beverages. Dance floors are not permitted.
- L. **Eating and Drinking Establishments**, includes establishments primarily engaged in the sale of prepared food and beverages for on-premise consumption, but excludes those uses classified under the "Bars and Drinking Places" and "Nightclubs." Music, live or recorded, may be allowed provided that any such music and floor space for dancing is accessory and incidental to the sale of prepared food and beverages (i.e. jukeboxes, open microphone, mariachi, etc.). Fixed seating or chairs are provided for the seating of each patron or customer at all times. Eating and Drinking Establishment use types include:
 - 1. **Fast Food with Drive Through**, includes establishments primarily engaged in the preparation and retail sale of food and beverages at a walk up counter and at a drive through window, and may include seating.
 - 2. **Convenience**, includes establishments primarily engaged in the preparation and retail sale of food and beverages, at a walk up counter and which does not include a drive through or provide for ordering at the tables, if any. Typical uses include pizza parlors, ice cream parlors, and sandwich shops.
 - 3. **Full Service**, includes establishments primarily engaged in the preparation and retail sale of food and beverages, where food is ordered and served at a table, and which may include sales of alcoholic beverages as an accessory or secondary service. Typical uses include full service restaurants.
- O. **Lodging Services**, includes establishments primarily engaged in the provision of commercial lodging on a less than monthly basis to the general public. Lodging Services includes incidental food, drink, and other sales and services intended for the convenience of guests. Typical uses include hotels, motels, and bed-and-breakfasts.
- V. **Offices, Professional**, includes professional or government offices including:
 - Accounting, auditing and bookkeeping services;
 - Advertising agencies;
 - Architectural, engineering, interior design, and surveying services;
 - Attorneys;

- Call and telemarketing centers;
- Computer software designers;
- Court reporting services;
- Data processing and computer services;
- Detective agencies and similar services;
- Secretarial and word processing services;
- Government offices including agency and administrative office facilities;
- Insurance agencies;
- Management, public relations and consulting services;
- Real estate agencies; and
- Writers, photographers and artists offices outside the home.

SECTION 5: Section 19.10.045(A) of Chapter 19.10 of Title 19 of the Roseville Municipal Code is hereby amended to read as follows:

Section 19.10.045(A) - Design Review Required for Compact Residential Development

- A. Applicability.** Design review shall be required for Compact Residential Development projects that qualify under either of the following:
1. Attached or detached single-family housing units on property with a General Plan land use designation of Medium Density Residential or higher (seven dwelling units per acre or higher, as depicted on the General Plan Land Use Map) (except for properties within the Downtown Specific Plan area), or
 2. Residential projects of any density on a parcel or parcels zoned Small Lot Residential (RS) where modifications to the RS Supplemental Design Standards are requested.

SECTION 6: Section 19.12.010(I), 19.12.020 and 19.12.030(B) of Chapter 19.12 of Title 19 of the Roseville Municipal Code is hereby amended to read as follows:

Section 19.12.010(I) - Purpose

- I. Old Town Historic (HD) District.** The Old Town Historic district is intended to be applied to the original commercial core of Roseville to acknowledge its historic and architectural significance. The HD zoning district is intended to ensure that new land uses and development within the district further the rehabilitation, revitalization, and preservation of the architectural, aesthetic, historic and economic health of the district. Each parcel within the Historic District shall be subject to the specific Historic District design guidelines contained within the Downtown Code which has been adopted in Chapter 19.31 of the Roseville Municipal Code..

Section 19.12.020 - Permitted Use Types

Primary uses are permitted in commercial zones subject to the requirements of this Title as designated below:

- A.** Principally permitted use, designated as "P";
- B.** Conditionally permitted use, designated as "CUP"; and
- C.** Administratively permitted use, designated as "A".

Permitted uses within the CBD and HD zones are contained within the Downtown Code.

COMMERCIAL ZONE DISTRICTS PERMITTED USES

AGRICULTURE AND OPEN SPACE USE TYPES	BP	NC	CC	GC	HC	RC		CMU	
Resource Protection and Restoration	CUP	CUP	CUP	CUP	CUP	CUP		P	
Resource Related Recreation	P	P	P	P	P	CUP		P	

CIVIC USE TYPES	BP	NC	CC	GC	HC	RC		CMU	
Community Assembly	CUP	P	P	P	-	-		P	
Community Services	P	CUP	P	P	P	P		P	
Essential Services	P	P	P	P	P	P		P	
Hospital Services									
General Hospital Services	-	-	CUP	CUP	-	-		P	
Psychiatric Hospital Services	-	-	CUP	CUP	-	-		P	
Libraries and Museums, Private	-	CUP	P	P	P	P		-	
Public Parking Services	P	P	P	P	P	P		P	
Schools									
College and University	A	-	P	P	-	P		P	
Elementary and Secondary	P	P	P	P	P	P		P	
Private Elementary and Secondary	-	CUP	CUP	CUP	-	-		P	
Social Services									
Food Distribution ⁽²⁾	-	-	-	A/CUP	A/CUP	-		A/CUP	
Food Service ⁽³⁾	-	-	-	A/CUP	A/CUP	-		A/CUP	
Temporary Resident Shelter ⁽⁴⁾	-	-	-	A/CUP	A/CUP	-		A/CUP	
Power Generating Facilities (8)									
Emergency	A	A	A	A	A	A		A	
Supplemental / Individual Use	CUP	CUP	CUP	CUP	CUP	CUP		CUP	

Passive Power	P	P	P	P	P	P		P	
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RESIDENTIAL TYPES	USE	BP	NC	CC	GC	HC	RC		CMU	
Caretaker/Employee Housing		-	CUP	CUP	CUP	CUP	CUP		P	
Dwelling										
Multi-Family		-	CUP	CUP	-	-	-		P	
Single-Family		-	CUP	CUP	CUP	CUP	-		P	
Two-Family		-	CUP	CUP	CUP	CUP	-		P	
Family Day Care Home, Small		P	P	P	P	-	P		P	
Family Day Care Home, Large		CUP	CUP	CUP	CUP	-	CUP		P	
Single Room Occupant		-	-	-	-	-	-		CUP	

COMMERCIAL TYPES	USE	BP	NC	CC	GC	HC	RC		CMU	
Adult Oriented Businesses (1)		-	-	-	P	-	P		P	
Animal Sales and Service										
Grooming and Pet Stores		-	P	P	P	-	P		P	
Kennels		-	-	-	-	-	-		P	
Veterinary Clinic		-	CUP	P	P	-	-		P	
Veterinary Hospital		-	-	CUP	CUP	-	-		P	
Automotive and Equipment										
Automotive Body and Equipment Repair		-	-	-	CUP	-	CUP		CUP	
Automotive Rentals		-	-	-	P	P	P		P	
Automotive Repairs		-	-	CUP	P	P	P		P	
Automotive Sales		-	-	CUP	P	-	P		P	
Car Wash and Detailing		-	-	CUP	P	-	P		P	
Commercial		P	-	-	P	P	-		P	

Parking								
Heavy Equipment Rental and Sales	-	-	-	P	-	P		P
Gasoline Sales	CUP	P	P	P	P	P		P

COMMERCIAL USE TYPES	BP	NC	CC	GC	HC	RC		CMU	
Banks and Financial Services	P	P	P	P	-	P		P	
Bars and Drinking Places	-	-	P	P	-	P		P	
Broadcasting and Recording Studios	P	-	-	P	-	-		P	
Building Material Stores	-	-	CUP	P	-	P		P	
Business Support Services	P	-	P	P	-	-		P	
Commercial Recreation									
Amusement Center	-	CUP	P	P	-	P		P	
Indoor Entertainment	-	-	P	P	-	P		P	
Indoor Sports and Recreation	-	-	P	P	-	P		P	
Outdoor Entertainment	-	-	-	CUP	-	CUP		P	
Outdoor Sports and Recreation	-	-	-	P	CUP	P		P	
Large Amusement Complexes	-	-	-	CUP	CUP	P		P	
Community Care Facility	P	P	P	P	-	-		P	
Day Care Center	P	P	P	P	-	P		P	
Eating and Drinking Establishments									
Fast Food with Drive Through	-	-	P	P	P	P		P	
Convenience	P	P	P	P	P	P		P	
Full Service	P	P	P	P	P	P		P	
Food and Beverage Retail Sales	-	-	P	P	-	-		P	
Funeral and Internment Services	-	-	P	P	-	-		P	
Lodging Services	-	-	P	P	P	P		P	

Long Term Care Facility	CUP	CUP	P	P	-	-		P	
Maintenance and Repair	-	P	P	P	-	-		P	
Medical Services, General	P	P	P	P	P	P		P	
Neighborhood Commercial	P	P	-	-	-	-		P	
Nightclubs ⁽⁵⁾	-	-	CUP	CUP	-	CUP		CUP	
Nursery, Retail	-	-	-	P	-	P		P	

COMMERCIAL USE TYPES	BP	NC	CC	GC	HC	RC		CMU	
Offices, Professional	P	P	P	P	-	P		P	
Personal Services	P	P	P	P	P	P		P	
Retail Sales and Services	-	-	P	P	P	P		P	
Specialized Education and Training									
Vocational Schools	-	-	P	P	-	-		P	
Specialty Schools	-	CUP	P	P	-	P		P	
Storage, Personal Storage Facility	-	-	CUP	P	-	-		P	
INDUSTRIAL USE TYPES	BP	NC	CC	GC	HC	RC		CMU	
Laundries, Commercial	-	-	CUP	CUP	-	-		P	
Printing & publishing	-	-	-	CUP	-	-		P	
Research Services	-	-	-	P	-	-		P	
Wholesaling and Distribution, Light	-	-	-	P	-	-		P	

TRANSPORTATION AND COMMUNICATION USE TYPES	BP	NC	CC	GC	HC	RC		CMU	
Telecommunication Facilities ⁽⁶⁾	P/A/ CUP	P/A/ CUP	P/A/ CUP	P/A/ CUP	P/A/ CUP	P/A/ CUP		P/A/ CUP	
Heliport	CUP	CUP	CUP	CUP	CUP	CUP		P	
Intermodal Facilities ⁽⁷⁾	CUP	CUP	CUP	CUP	CUP	CUP		P	

Notes:

- (1) Additional Requirements are contained in Chapter 19.32.
- (2) Additional Requirements are contained in Chapter 19.40.
- (3) Additional Requirements are contained in Chapter 19.39.
- (4) Additional Requirements are contained in Chapter 19.38.
- (5) Additional Requirements are contained in Chapter 19.49.
- (6) Additional Requirements are contained in Chapter 19.34.
- (7) Additional Requirements are contained in Chapter 19.36.
- (8) Additional Requirements are contained in Chapter 19.55.

Section 19.12.030(B) - Commercial Zone General Development Standards

- A. General.** Permitted uses and structures shall comply with the City's adopted Community Design Guidelines, applicable Specific Plans, approved Design Review Permit and any other applicable requirements of this Title.
- B. Maximum Height.** Notwithstanding the requirements referred to in A, maximum height limits in the Commercial zoning districts are as follows unless otherwise modified by an approved Design Review Permit or Specific Plan:

Zoning District	Height Limit
Business Professional (BP)	50'
Neighborhood Commercial (NC)	35'
Community Commercial (CC)	50'
General Commercial (GC)	50'
Highway Commercial (HC)	50'
Regional Commercial (RC)	50'
Central Business District (CBD)	50'
Commercial Mixed Use (CMU)	50'
Historic District (HD)	50'

SECTION 7: Section 19.18.030(D) of Chapter 19.18 of Title 19 of the Roseville Municipal Code is hereby amended to read as follows:

Section 19.18.030(D) - Special Area (SA) District

- D. Designation on the Zoning Map.** A SA, Special Area district shall be established with approval of a Zoning Ordinance Amendment as specified in Chapter 19.86, and shall be designated on the Zoning Map with the underlying zone district by the symbol "/SA," followed by the ordinance number. The ordinance number shall refer to the ordinance which adopted the SA district. If a SA is within a Specific Plan, no ordinance number need be specified provided however, a reference to that Specific Plan is identified as follows: -SE (Southeast Roseville Specific Plan); -NE (Northeast Roseville Specific Plan); -NW (Northwest Roseville Specific Plan); -NC (North Central Roseville Specific

Plan); -DW (Del Webb Specific Plan), -NR (North Roseville Specific Plan), -HR (Highland Reserve Specific Plan), -SR (Stoneridge Specific Plan), -WR (West Roseville Specific Plan), RG (Riverside Gateway), and DT (Downtown Specific Plan).

SECTION 8: Section 19.49.030 of Chapter 19.49 of Title 19 of the Roseville Municipal Code is hereby amended to read as follows:

Section 19.49.030 - General Standards

The following requirement applies to nightclubs where permitted within any zone district (except for nightclubs located within the Downtown Specific Plan area):

- A. Nightclubs are prohibited to be located within 500 feet of a residential zone district as measured from the residential zone district boundary to the structure where the nightclub use is proposed.

SECTION 9: Section 19.74.010(C) of Chapter 19.74 of Title 19 of the Roseville Municipal Code is hereby amended to read as follows:

Section 19.74.010(C)(2)(a) - Permit Requirements

C. 2. Approving Authority:

a. Administrative Process.

- I.** The Planning Director may approve, conditionally approve or deny a Minor Design Review Permit provided the improvement complies with the following:
 - 1) There has been no previous Design Review Permit for the building/site;
 - 2) The improvement is limited to facade improvements;
 - 3) The improvement consists of a color change;
 - 4) The improvement consists of a modification to or the introduction of a new exterior building material; or
 - 5) The project is within the Downtown Specific Plan area and is consistent with the design guidelines and regulations outlined within the Downtown Code.
- II.** The Planning Director may approve, conditionally approve or deny a Minor Design Review Permit pursuant to the Administrative Permit procedures, except those identified as required by this Title, to be reviewed by the Design Committee or Planning Commission. Design Review Permits approved by the Planning Director shall be in substantial conformance with adopted Specific Plan.

If in the opinion of the Planning Director, a project is not in substantial conformance with applicable, adopted design guidelines, prior conditions of approval, or if the Planning Director determines that, because of location, size or design that the public hearing should not be waived, the Planning Director shall refer the project for public hearing by the Design

Committee or the Planning Commission. The Director shall determine whether the project is to be heard by the Design Committee or the Planning Commission.

The Planning Director may approve:

- 1) Design Review Permit extensions and modifications, including changes in project phasing.
- 2) Design Review Permits for projects within a master or specific plan area where the applicable plan provides for an administrative process.
- 3) Within specific plan areas, subsequent Design Review Permits following Design Committee approval of the first Design Review Permit as provided for in Sub Section b. 2) of this Section.
- 4) Within infill areas, subsequent Design Review Permits following Planning Commission approval of the first Design Review permit as provided in Sub Section c2) of this Section.

SECTION 10: Chapter 19.32 heading is hereby amended to read as follows:

CHAPTER 19.32 – LOCATION AND AMORTIZATION OF ADULT ORIENTED BUSINESSES

19.32.010 – Purpose

19.32.020 – Definitions

19.32.030 – Minimum Proximity Requirements

19.32.040 – Amortization of Nonconforming Adult-Oriented Business Uses

19.32.050 – Extension of Time for Termination of Nonconforming Use

SECTION 11: Chapter 19.31 of Title 19 of the Roseville Municipal Code is hereby added to read as follows:

**Chapter 19.31
DOWNTOWN SPECIFIC PLAN DOWNTOWN CODE**

Sections:

- | | |
|-----------|--------------------------|
| 19.31.010 | Purpose. |
| 19.31.020 | Definition. |
| 19.31.030 | Downtown Code - Adopted. |
| 19.31.040 | Conflicts. |
| 19.31.050 | Violations. |
- 19.31.010 Purpose.**

The purpose of the Downtown Specific Plan Downtown Code is to direct public and private development consistent with the community vision for the Downtown Specific Plan area. Redevelopment within the older areas of the City of Roseville presents unique development challenges. The Downtown Specific Plan Downtown Code is therefore a comprehensive document for the Downtown Specific Plan area that provides detailed performance criteria and development standards that are intended to facilitate development while recognizing the area's

unique character. Key elements addressed in the Downtown Specific Plan Downtown Code include:

- A. Permitted and conditionally permitted uses for various zone districts.
- B. Prescriptive development standards including setbacks, height requirements, parking standards, and floor area ratios.
- C. Development guidelines addressing buffers and adjacency issues, landscaping, entry monumentation, and public realm improvements.
- D. Entitlement processes that vary from applications throughout the remainder of the City of Roseville.
- E. Downtown sign regulations.
- F. Details that define the character of the Downtown Specific Plan area.
- G. Downtown Specific Plan area incentives.
- H. Parcel specific considerations.

The Downtown Specific Plan Downtown Code is consistent with the City of Roseville's goals, policies and applicable regulations and is intended to be the primary resource for development review within the Downtown Specific Plan area.

19.31.020 Definition.

"Downtown Specific Plan area" means a 176 acre area encompassing historic old town, Vernon Street, and Royer and Saugstad Parks. This area is further defined in the Downtown Specific Plan.

19.31.030 Downtown Code - Adopted.

The Downtown Specific Plan Downtown Code, as amended by the City Council from time to time, is hereby adopted and is incorporated into this Chapter by reference as though it were fully set forth herein. A copy of the Downtown Specific Plan Downtown Code is available for use and examination by the public in the City of Roseville's Planning Department and the City Clerk's Office, and can be found on the City of Roseville's web site.

19.31.040 Conflicts.

In the event of any conflict between the provisions of the Downtown Specific Plan Downtown Code and the provisions of the Roseville Municipal Code, the provisions of the Downtown Specific Plan Downtown Code shall prevail. However, with regard to topics that the Downtown Specific Plan Downtown Code does not address, the provisions of the Roseville Municipal Code shall prevail.

19.31.050 Violations.

A violation of the requirements of the Downtown Specific Plan Downtown Code is punishable as an infraction.

SECTION 12. This ordinance shall be effective at the expiration of thirty (30) days from the date of adoption.

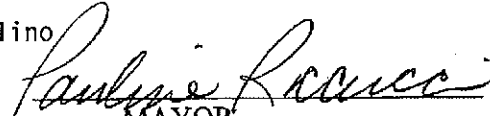
SECTION 13. The City Clerk is hereby directed to cause this ordinance to be published in full at least once within fourteen (14) days after it is adopted in a newspaper of general circulation in the City, or shall within fourteen (14) days after its adoption cause this ordinance to be posted in full 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 15th day of April, 2009, by the following vote on roll call:

AYES COUNCILMEMBERS: Allard, Gray, Garcia, Roccucci

NOES COUNCILMEMBERS: None

ABSENT COUNCILMEMBERS: Garbolino


MAYOR

ATTEST:


City Clerk

624728

3.6 Regulatory Incentives

3.5 Fee Incentives

3.5.1 Park Dedication Strategy

Based on the number of new residential units within the Plan Area, the park dedication acreage is approximately 29 acres. An important goal of the Specific Plan is to encourage the development of residential units to promote activity and potential consumers on a constant basis. Based on this desire, the plan exempts future residential units from having to dedicate land or pay an in-lieu fee.

Assuming that land values are approximately \$20 per square foot, on average, exempting residential projects from park dedication would amount to a savings of approximately \$19,800 per residential unit. Based on 1,020 new dwelling units, this is a savings benefit of nearly \$20 million in park land acquisition and dedication costs.

Park fees will still be collected in order to fund park improvements, but these fees will be specifically allocated to improvements in the Downtown. Approximately \$1,949,220 in new city-wide park fees, and \$1,042,440 in neighborhood park fees will be generated and specifically allocated to Downtown park improvements.

3.5.2 Parking In lieu Fee



To create a “Park-Once” philosophy within the Downtown, the **Downtown Code** establishes a parking in lieu fee program. With the adoption of the **Downtown Code**, the City Council has approved a parking in lieu fee that allows non-residential uses to meet their parking demand through the public realm parking provided within the Plan Area.

The initial fee shall be determined by the City Council and updated once yearly, based on the construction cost to the City and adjustments to the Construction Cost Index. Future yearly updates will be set by the Director. The fee is intended to be an incentive and will not necessarily recoup the cost of developing parking within the Downtown. The fee is to be paid to satisfy parking requirements in-lieu of providing any or all spaces on-site and shall be further discounted according to Table 3.5.1.

Parking In lieu Fee

Table 3.5.1

Required Parking Spaces	Fee for Parking Space
First Stall	10% of the in-lieu fee
Second Stall	25% of the in-lieu fee
Third Stall	50% of the in-lieu fee
Fourth Stall	75% of the in-lieu fee
Fifth Stall and beyond	100% of the in-lieu fee



Other provisions associated with the payment of the parking in-lieu fee program include:

- 1) Prior to issuance of a building permit, the developer shall enter into a parking in-lieu fee agreement to be reviewed and approved by the Director.
- 2) Before approving payment of a fee for in-lieu of providing off-street parking, the Director shall find:
 - a. That there is adequate capacity within the existing or planned public parking resources to accommodate the requested parking in-lieu off-site, and
 - b. The project benefiting from this approval is furthering the goals and policies of the Downtown Specific Plan and the General Plan relative to uses, revitalization, pedestrian amenities and design.
- 3) Funds collected by the city from in-lieu payment shall be deposited in a special fund and used only by the City to acquire and/or develop on-street or off-street parking and related facilities which are determined to alleviate the need for parking spaces in the Specific Plan Area.
- 4) Such parking will be available to the public and shall be developed per the provisions of the Downtown Specific Plan.
- 5) Funds paid to the City for in-lieu of parking shall not be refundable, except as otherwise provided by State law.
- 6) All in-lieu of parking fees shall be paid prior to the issuance of certificate of occupancy. In the case of multi-tenant buildings, the fees shall be calculated based on, and paid prior to, the issuance of certificate of occupancy for each individual tenant space.

3.6 Process Incentives

3.6.1 Review Process

Chapter 9 of the Specific Plan establishes the various approval processes that are being established in order to streamline the development process. As part of the fiscal analysis associated with the Visioning for Downtown, reducing the timeframes associated with processing projects was a key strategy identified to implement a successful revitalization effort. The following outlines the various modifications to the City's current review process that are meant to streamline the development process.



Park Fees:

Neighborhood and Community Park Fees

Ordinances No. 2178, 2969 and 3033

Citywide Park Fee

Ordinance No. 2424

ORDINANCE NO. 2178

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
ADDING CHAPTER 4.37 TO TITLE 4 OF THE ROSEVILLE
MUNICIPAL CODE, RELATING TO THE NEIGHBORHOOD AND COMMUNITY
PARK FEE
(URGENCY ORDINANCE)

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1: Chapter 4.37 is hereby added to Title 4 of the
Roseville Municipal Code to read as follows:

CHAPTER 4.37

NEIGHBORHOOD AND COMMUNITY PARK FEE

4.37.010 Purpose.

The City Council finds and declares that the purpose of this chapter is as follows:

A. The General Plan of the City requires that the City be provided, in a time frame related to its development, with an adequate level of neighborhood and community park and recreation facilities so as to maintain 4 acres of developed neighborhood and community parks per 1,000 population.

B. New development, and the expansion of existing development, within the City imposes a burden on the existing park and recreation facilities by adding additional population and by creating a need for new neighborhood and community parks and recreation facilities. The cost of such facilities may vary by the location of the new development within the City.

C. Analysis of the land use expected at buildout of the City pursuant to the General Plan makes it possible to estimate the number of dwelling units to be generated, and the population generated by those dwelling units. It is also possible to determine which dwelling units will utilize which portions of such park and recreation infrastructure. It is therefore possible to construct a fee, based on dwelling unit generation, which equitably spreads the burden of neighborhood and community park and recreation facilities to those who will create the need for them and utilize them. It is the intent of this chapter to create such a fee, spreading costs of neighborhood and community park and recreation facilities to those who create the need for such facilities, without generating any surplus to the general fund. It is the further purpose of this chapter to implement the General Plan by assuring that adequate neighborhood and community park and recreation facilities are financed and provided to serve the City.

D. The Fee established by this chapter has been calculated in the manner set forth in the Study so as to pay for those Facilities listed in the Capital Improvement Program.

E. The Fee established by this chapter is in addition to any other fees or charges, or taxes, required by law as a condition of development, including, but not limited to, the Residential Construction Tax levied by Chapter 4.36 or any

[December 21, 1988 Revision]

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[Urgency Version]

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CITY OF ROSEVILLE
BY _____

subsequent fee established for City-wide park and recreation facilities.

F. The Fee established by this chapter is to be collected for public improvements and facilities for which an account has been established and funds appropriated, and for which a proposed construction schedule has been adopted.

G. That the failure to impose the conditions and regulations of this chapter relating to payment of the Fee on building permits would jeopardize residents of the community, in that it would permit construction to proceed without adequate infrastructure or means of financing said infrastructure.

H. The requirement of this chapter to pay the Fee is necessary in order to assure compliance with the applicable Zoning Ordinance and General Plan requirements for the infrastructure funded by this chapter.

I. That for a period of greater than 10 days prior to adoption of this chapter, data has been available to the public and to developers and their representatives indicating the cost or estimated cost of all the infrastructure to be funded, the revenue sources anticipated and the means of spreading these costs.

J. That the City Council has considered the effect of the Fee imposed by this chapter with respect to the housing needs of the City as a whole and of the region, particularly as required by the Housing Element of the General Plan, and the City Council finds that this chapter does not unduly adversely affect the City's ability to provide for such needs.

K. That the establishment of the Fee is for the purpose of obtaining funds for capital projects, necessary to maintain service required by the General Plan within existing service areas and existing portions of the City which are developed or for which land use has already been granted.

16.37.020 Definitions.

The following words are defined for purposes of this chapter as follows:

A. "Building Permit" means the permit issued or required by the City for the construction of any dwelling unit pursuant to and as defined by the Building Code.

B. "Capital Improvement Program" means that list of proposed neighborhood and community park and recreation facilities, improvements, or infrastructure totaling \$8,434,276 (in 1988 dollars) prepared by the Department and attached to the Study as Exhibit "A".

C. "Department" means the Department of Parks and Recreation.

D. "Director" means the Director of the Department.

E. "Facilities" means those public neighborhood and community park and recreation facilities, land, improvements, or infrastructure shown and included on the Capital Improvement Program.

F. "Fee" or "Neighborhood and Community Park Fee" means the Fee established by this Chapter 4.37. The Fee shall be collected prior to the approval of any Building Permit. The Fee shall be used solely to finance the Facilities.

G. "Neighborhood and Community Park Funds" means those special interest-bearing funds established pursuant to Section 4.37.030.

H. "Study" means the study entitled "Proposed Park Fees for Specific Plan Areas" dated December 14, 1988 by the Director. The Study is on file in the Offices of the Director and the City Clerk. The Study includes a discussion of the Fee in the Infill and North Industrial Areas.

I. "Infill Area" means that portion of the City not within the Northeast, Northcentral, Northwest, or Southeast Roseville Specific Plan Areas, nor within the North Industrial Area.

J. "Dwelling Unit" means a building or part of a building designed for occupancy as a residence by one family.

K. "Single Family Dwelling" means a building designed for occupancy as a residence by one family, including without limitation, mobile homes.

L. "Multiple Family Dwelling" means a building designed for occupancy as a residence by two or more families, living independently of each other. Provided, that multiple family dwelling also includes forms of congregate living, including, without limitation, senior citizen homes, retirement homes, or boarding homes.

4.37.030 Establishment and Administration of Neighborhood and Community Park Funds.

The Finance Director is hereby directed to establish special interest-bearing funds entitled the Neighborhood and Community Park Funds. One such fund shall be established for each Specific Plan Area. In addition, one such fund shall be established for both the North Industrial Area and the Infill Area. All Fees collected pursuant to this chapter shall be deposited in the Neighborhood and Community Park Fund for the area from which it was collected and shall be expended solely to finance the Facilities planned for that area.

4.37.040 Payment of Neighborhood and Community Park Fee.

Except as otherwise provided by this chapter, the Fee imposed pursuant to this chapter shall be paid at or prior to the issuance of any Building Permit for a dwelling unit. Calculation of the Fee shall be determined in accordance with the Study and this chapter depending upon the location of the City in which development occurs, the type of development, and the extent of development.

4.37.050 Neighborhood and Community Park Fee -- Southeast Roseville Specific Plan Area.

The Fee in the Southeast Roseville Specific Plan Area shall be:

<u>Land Use Category</u>	<u>Amount of Fee</u>
Residential, Single Family Dwelling	\$265.00 per dwelling unit
Residential, Multiple Family Dwelling	\$198.00 per dwelling unit

4.37.060 Neighborhood and Community Park Fee -- Northeast Roseville Specific Plan Area.

The Fee in the Northeast Roseville Specific Plan Area shall be:

<u>Land Use Category</u>	<u>Amount of Fee</u>
Residential, Single Family Dwelling	\$293.00 per dwelling unit
Residential, Multiple Family Dwelling	\$216.00 per dwelling unit

4.37.070 Neighborhood and Community Park Fee -- Northcentral Roseville Specific Plan Area. [reserved]

4.37.080 Neighborhood and Community Park Fee -- Northwest Roseville Specific Plan Area.

The Fee in the Northwest Roseville Specific Plan Area shall be:

<u>Land Use Category</u>	<u>Amount of Fee</u>
Residential, Single Family Dwelling	\$124.00 per dwelling unit
Residential, Multiple Family Dwelling	\$104.00 per dwelling unit

4.37.090 [Reserved]

4.37.100 Neighborhood and Community Park Fee -- North Industrial and Infill Areas.

The Fee in the North Industrial and Infill Areas shall be:

<u>Land Use Category</u>	<u>Amount of Fee</u>
Residential, Single Family Dwelling	\$240.00 per dwelling unit
Residential, Multiple Family Dwelling	\$165.00 per dwelling unit

4.37.110 [Reserved]

4.37.120 Existing Development.

No Fee shall be charged for already existing development or for projects which rebuild or remodel without increasing the number of dwelling units.

4.37.130 Fee Adjustments.

A. A developer of any project subject to the Fee established by this chapter may apply to the Director for a reduction or adjustment to the Fee based upon the absence of any reasonable relationship or nexus between the impacts of the project and either the amount of the Fee or the Facilities to be financed by the Fee. The application shall be made in writing and filed with the Director not later than twenty (20) calendar days after notification of the amount of the Fee. The application shall state in detail the factual basis for the claim of reduction or adjustment and the amount of the proposed reduction or adjustment. The Director shall consider the application and render his decision in writing not later than

forty-five (45) calendar days after the filing of the Fee adjustment request. Any person aggrieved by the decision of the Director may, within twenty (20) calendar days thereafter, appeal the decision in writing to the City Council by filing an appeal with the City Clerk. The City Council shall consider such appeals within forty-five (45) calendar days after filing. The decision of the City Council shall be final. No Building Permit shall be issued for the project until the final decision pursuant to this section has been made. No application for a project shall be considered final or complete for purposes of the Permit Streamlining Act (Government Code Section 65920, et seq.), or any other purpose, until a final decision pursuant to this section has been made.

B. Notwithstanding the provisions of Subsection A, a project proponent or applicant may pay the Fee "under protest" and receive a Building Permit. Provided, however, that the application for reduction or adjustment shall thereafter be filed within ten (10) calendar days or any objection shall be deemed waived. If a reduction or adjustment is received after payment pursuant this subsection is made, a refund to the applicant shall be made of that amount by which the Fee is reduced or adjusted.

C. The project proponent or applicant applying for a reduction or adjustment shall have the burden of proof, by a preponderance of the evidence, that a reasonable relationship or nexus is lacking between the Fee, or the Facilities to be financed by the Fee, and the particular project.

D. In the event of any reduction or adjustment in the Fee granted pursuant to this section, any later change in the use, zoning, or land use designation for the property involved shall subject the then owner to payment of the then applicable Fee for such new uses, zoning, or land use designation, whether or not a Building Permit is required.

4.37.140 Inflationary Adjustments.

The Fee established by this chapter shall automatically be adjusted on January 1 of each calendar year by a percentage equal to the inflation rate for the prior year for construction costs as determined by the Director on December 1 of each calendar year. The Director's determination shall be based upon the Engineering News Record, Construction Cost Index for the calendar year as of December 1.

4.37.150 Adoption in Compliance with Capital Improvement Plan.

When the monies in the Neighborhood and Community Park Funds are disbursed for use, the Fees shall be used to finance the Facilities. To the extent sufficient Fees are available, all Facilities financed by the Fees shall be constructed or acquired in accordance with the priorities established in the Capital Improvement Program.

4.37.160 Chapter is Severable.

If any provision of this chapter or the application thereof to any person or circumstances held invalid, such invalidity shall not affect the other provisions of this chapter which can be given effect without the invalid provisions or its application, and to this end the provisions of this chapter are severable.

SECTION 2. Ordinance is Severable.

If any provision of this ordinance or the application thereof to any person or circumstances held invalid, such invalidity shall not affect the other provisions of this ordinance which can be given effect without the invalid provisions or its application, and to this end the provisions of this ordinance are severable.

SECTION 3. City-wide Park Fee. The City Council hereby declares its intention to adopt a fee to recover the costs of providing city-wide park and recreation facilities required by the General Plan. No building permit for a dwelling unit shall be issued unless the applicant shall agree, in writing, to be subject to such a City-wide Park Fee up to the amount of \$735.00 if it is adopted within one hundred and twenty (120) days of the effective date of this ordinance.

SECTION 4. Urgency Ordinance. This ordinance is declared to be an urgency measure, immediately necessary for the public peace, health and safety. It shall take effect immediately upon its adoption. A statement of urgency is as follows:

The extraordinarily rapid pace of development within the City necessitates immediate imposition of fees to fund the infrastructure to serve that development. Delay in adoption or the effective date of this ordinance would result in hundreds of building permits being issued without those permits bearing their fair share of costs.

SECTION 5. Posting. The City Clerk is hereby authorized and directed to post a true copy of the foregoing ordinance in each of three (3) conspicuous locations within the City and she shall immediately after such posting enter in the Ordinance Book, under the record of the ordinance, a certificate under her hand stating the time and place of said publication by posting.

PASSED AND ADOPTED by the Council of the City of Roseville this 4th day of January, 1989, by the following vote on roll call:

AYES COUNCILMEMBERS: Tom Chambliss, Phil Ozenick, John M. Byouk,
Mel Hamel, Bill Santucci

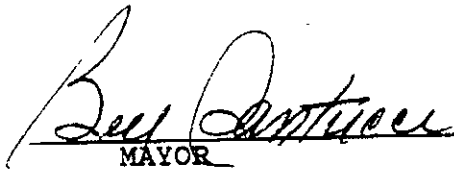
NOES COUNCILMEMBERS: None

ABSENT COUNCILMEMBERS: None

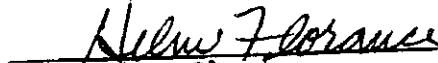
[December 21, 1988 Revision]

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[Urgency Version]


MAYOR

ATTEST:


City Clerk

This Ordinance amends the
Roseville Municipal Code. Case
fasten in codebook until
next update.

ORDINANCE NO. 2424

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AMENDING SECTIONS 4.38.020 AND 4.38.050 OF CHAPTER 4.38
OF TITLE 4 OF THE ROSEVILLE MUNICIPAL CODE, RELATING
TO CITY-WIDE PARK FEES

THE CITY OF ROSEVILLE ORDAINS:

Section 1: Sections 4.38.020 and 4.38.050 of Chapter 4.38
of Title 4 of the Roseville Municipal Code are hereby amended to
read as follows:

4.38.020 Definitions.

The following words are defined for purposes of this chapter
as follows:

A. "Building Permit" means the permit issued or required by
the City for the construction of any Dwelling Unit pursuant to
and as defined by the Building Code.

B. "Capital Improvement Program" means that list of
proposed City-wide park and recreation facilities, improvements,
or infrastructure totaling \$35,660,062 (in 1991 dollars) prepared
by the Department and attached to the Study as Exhibit "A".

C. "Department" means the Department of Parks and
Recreation.

D. "Director" means the Director of the Department.

E. "Facilities" means those city-wide park and recreation
facilities, land, improvements, or infrastructure shown and
included on the Capital Improvement Program.

F. "Fee" or "City-Wide Park Fee" means the Fee established
by this Chapter 4.38. The Fee shall be collected prior to the
approval of any Building Permit. The Fee shall be used solely to
finance the Facilities.

G. "City-Wide Park Fund" means the special interest-bearing
fund established pursuant to Section 4.38.030.

H. "Study" means both the study entitled "Proposed City-
wide Park Fees" dated March 3, 1989 and the study entitled
"Increase of the City-Wide Park Fee" dated March 14, 1991 by the
Director. The Study is on file in the Offices of the Director
and the City Clerk.

I. "Dwelling Unit" means a building or part of a building
designed for occupancy as a residence by one family.

J. "Single Family Dwelling" means a building designed for
occupancy as a residence by one family, including without
limitation, mobile homes.

K. "Multiple Family Dwelling" means a building designed for
occupancy as a residence by two or more families, living
independently of each other. Provided, that multiple family
dwelling also includes forms of congregate living, including,
without limitation, senior citizen homes, retirement homes, or
boarding homes.

L. "Credit" means a reduction in the Fee representing the pro-rata share of City-wide park lands already dedicated during approval or development of a development agreement for a specific plan.

4.38.050 Amount of City-Wide Park Fee.

The Fee shall be:

Land Use Category

Amount of Fee

Residential, Single Family Dwelling

\$1,195.50 per Dwelling
Unit

Residential, Multiple Family Dwelling

\$1,195.50 per Dwelling
Unit

SECTION 2. This ordinance shall be effective at the expiration of sixty (60) days from the date of adoption.

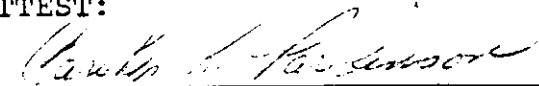
SECTION 3. The City Clerk is hereby directed to cause this ordinance to be published in full at least once within fourteen (14) days after it is adopted in a newspaper of general circulation in the City, or shall within fourteen (14) days after its adoption cause this ordinance to be posted in full in 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 15th day of May, 1991, by the following vote on roll call:

AYES COUNCILMEMBERS: Bill Santucci, Harry Crabb, Jr., John Byouk,
Mel Hamel, Pauline Roccucci
NOES COUNCILMEMBERS: None
ABSENT COUNCILMEMBERS: None


MAYOR

ATTEST:


ASSISTANT City Clerk

**ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AMENDING SECTIONS 4.37.050, 4.37.060, 4.37.070 AND 4.37.100 OF CHAPTER 4.37
AND REPEALING CHAPTER 4.36 OF TITLE 4 OF THE ROSEVILLE MUNICIPAL
CODE, RELATING TO SOUTHEAST, NORTHEAST AND NORTHCENTRAL
ROSEVILLE SPECIFIC PLAN AREAS AND NORTH INDUSTRIAL AND INFILL AREAS
NEIGHBORHOOD AND COMMUNITY PARK FEES AND RESIDENTIAL
CONSTRUCTION TAX**

SECTION 1: Sections 4.37.050, 4.37.060, 4.37.070 and 4.37.100 of Chapter 4.37 of Title 4 of the Roseville Municipal Code are hereby amended to read as follows:

<u>Land Use Category</u>	<u>Amount of Fee</u> <u>(per dwelling unit)</u>
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Residential, multiple-family dwelling	\$ 704.00
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<u>Land Use Category</u>	<u>Amount of Fee</u> <u>(per dwelling unit)</u>
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Residential, multiple-family dwelling	\$483.00
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<u>Land Use Category</u>	<u>Amount of Fee (per dwelling unit)</u>
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Residential, multiple-family dwelling	\$574.00
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The NCRSP Neighborhood Park Fees set forth above reflect the park fees which remain to be paid after reductions have been made in the fees to reflect appropriate credits for those portions of the fees which have been prepaid by NCRSP landowners in accordance with their development agreements with the City. The total NCRSP Neighborhood Park Fees for single-family dwellings and multiple-family dwellings, including those portions which have been prepaid, are \$1,185 and \$769, respectively.

4.37.100 North Industrial and Infill Areas.

The fee in the North Industrial and Infill Areas shall be:

<u>Land Use Category</u>	<u>Amount of Fee</u> <u>(per dwelling unit)</u>
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Residential, single-family dwelling	\$672.00
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Residential, multiple-family dwelling	\$432.00
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SECTION 2. Chapter 4.36 of Title 4 of the Roseville Municipal Code is hereby repealed.

SECTION 3. This ordinance shall be effective at the expiration of sixty (60) days from the date of adoption.

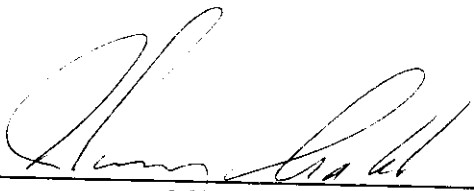
SECTION 4. The City Clerk is hereby directed to cause this ordinance to be published in full at least once within fourteen (14) days after it is adopted in a newspaper of general circulation in the City, or shall within fourteen (14) days after its adoption cause this ordinance to be posted in full in at least three (3) public places in the City and enter in the Ordinance Book a certificate stating the time and place of said publication by posting.

PASSED AND ADOPTED by the Council of the City of Roseville this 21st day of February, 1996, by the following vote on roll call:

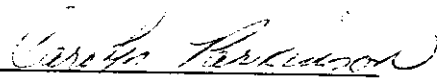
AYES COUNCILMEMBERS: Mel Hamel, Claudia Gamar, Randolph Graham, Pauline Roccucci, Harry Crabb

NOES COUNCILMEMBERS: None

ABSENT COUNCILMEMBERS: None


MAYOR

ATTEST:


City Clerk

ORDINANCE NO. 3033

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AMENDING SECTION 4.37.080 OF CHAPTER 4.37
OF TITLE 4 OF THE ROSEVILLE MUNICIPAL
CODE, RELATING TO THE NORTHWEST ROSEVILLE SPECIFIC PLAN AREA
NEIGHBORHOOD AND COMMUNITY PARK FEES AND RESIDENTIAL
CONSTRUCTION TAX

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1: Section 4.37.080 of Chapter 4.37 of Title 4 of the Roseville Municipal Code is hereby amended to read as follows:

4.37.080 Northwest Roseville Specific Plan Area.

The fee in the Northwest Roseville Specific Plan Area shall be:

<u>Land Use Category</u>	<u>Amount of Fee</u> <u>(per dwelling unit)</u>
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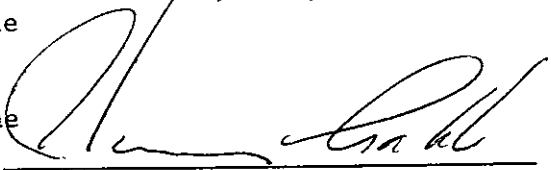
Residential, single-family dwelling	\$578.00
Residential, multiple-family dwelling	\$389.00

SECTION 2. This ordinance shall be effective at the expiration of sixty (60) 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 4th day of September, 1996, by the following vote on roll call:

AYES	COUNCILMEMBERS:	Mel Hamel, Claudia Gamar, Randolph Graham, Pauline Roccucci, Harry Crabb
NOES	COUNCILMEMBERS:	None
ABSENT	COUNCILMEMBERS:	None


MAYOR

ATTEST:


City Clerk

**Electric Backbone Impact
Fee Ordinance No. 6097**

ORDINANCE NO. 6097

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING SECTIONS 4.54.020 AND 4.54.050 OF CHAPTER 4.54 OF TITLE 4 OF THE ROSEVILLE MUNICIPAL CODE REGARDING ELECTRIC BACKBONE MITIGATION FEE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. Section 4.54.020 of Chapter 4.54 of Title 4 of the Roseville Municipal Code is hereby amended to read as follows:

4.54.020 Definitions.

The following words are defined for purposes of this chapter as follows:

- A. "Building permit" means the permit issued or required by the city for the construction of any structure pursuant to and as defined by the building code.
- B. "Capital improvement program" means that list of proposed electric system facilities, improvements, or infrastructure totaling \$28,650,000 referenced in the 2019 UFS Study.
- C. "Department" means the electric utility department.
- D. "Director" means the director of the department.
- E. "Facilities" mean those electric system facilities or infrastructure shown and included on the capital improvement program.
- F. "Improvement plan" means a site plan of property proposed for development showing all required improvements that must be approved by the city prior to the issuance of a building permit for the property.
- G. "Fee" or "electric backbone mitigation fee" or "backbone fee" means the fee established by this Chapter 4.54. The fee shall be collected prior to the approval of any building permit. The fee shall be used solely to finance the facilities. The fee as codified in this chapter has previously been imposed for the same purposes, pursuant to motion of the city council.
- H. "Study" or "System Study" means the 2019 UFS Consultant Study. The Study is on file in the office of the city clerk.

SECTION 2. Section 4.54.050 of Chapter 4.54 of Title 4 of the Roseville Municipal Code is hereby amended to read as follows:

4.54.050 Electric backbone mitigation fee.

The electric backbone mitigation fee shall be:

Type of Development	Amount of Fee
Apartments, condominiums, townhouses and mobile homes	\$360.95 per dwelling unit
Other residential units including single-family homes	\$496.31 per dwelling unit
General service (all other commercial/office/industrial)	\$90.24 per kVA

SECTION 3. This ordinance shall be effective at the expiration of sixty (60) days from the date of adoption.

SECTION 4. The City Clerk is hereby directed to cause this ordinance to be published in full at least once within fourteen (14) days after it is adopted in a newspaper of general circulation in the City, or shall within fourteen (14) days after its adoption cause this ordinance to be posted in full in at least three (3) public places in the City and enter in the Ordinance Book a certificate stating the time and place of said publication by posting.

PASSED AND ADOPTED by the Council of the City of Roseville, this 15th day of May, 2019, by the following vote on roll call:

AYES COUNCILMEMBERS: Bernasconi, Alvord, Roccucci, Houdesheldt

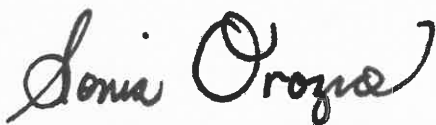
NOES COUNCILMEMBERS: None

ABSENT COUNCILMEMBERS: None



MAYOR

ATTEST:



City Clerk

Solid Waste Impact Fee
Ordinance No. 6501

ORDINANCE NO. 6501

**ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE REPEALING AND
REPLACING CHAPTER 9.12 OF TITLE 9 OF THE ROSEVILLE MUNICIPAL CODE
REGARDING GARBAGE AND WASTE COLLECTION AND AMENDING CHAPTER 9.17
OF TITLE 9 OF THE ROSEVILLE MUNICIPAL CODE REGARDING REFUSE HAULING
AND RECYCLING, AND DECLARING THIS ORDINANCE TO BE EFFECTIVE
JUNE 1, 2022 AS AN URGENCY ORDINANCE**

THE CITY OF ROSEVILLE ORDAINS:

**SECTION 1. Chapter 9.12 of Title 9 of the Roseville Municipal Code is hereby repealed
and replaced in its entirety to read as follows:**

Chapter 9.12

WASTE COLLECTION

9.12.010 Definitions.

A. "Act" means the California Integrated Waste Management Act of 1989 (sometimes referred to as "AB 939"), including but not limited to, the Jobs and Recycling Act of 2011 (AB 341), SB 1016 (Chapter 343, Statutes of 2008), the Mandatory Commercial Organics Recycling Act of 2014 (AB 1826), and the Short-Lived Climate Pollutants Bill of 2016 (SB 1383), Public Resources Code § 40000 and following as it may be amended, and as implemented by the regulations of CalRecycle.

B. "California Code of Regulations" or "CCR" means the State of California Code of Regulations.

C. "Collection" means the operation of gathering together within the City and transporting to the point of disposal or processing of any Garbage, Recyclables, and Organic Waste.

D. "Commercial Business" or "Commercial" means a firm, partnership, proprietorship, joint-stock company, corporation, or association, whether for-profit or nonprofit, strip mall, industrial facility, or a multifamily residential dwelling, or as otherwise defined in 14 CCR Section 18982(a)(6). A Multi-Family Residential Dwelling that consists of fewer than five (5) units is not a Commercial Business for purposes of implementing this ordinance.

E. "Commercial Edible Food Generator" includes a Tier One or a Tier Two Commercial Edible Food Generator as defined in Sections 9.12.010(X) and 9.12.010(Y) of this Chapter.

F. "Container" means any bin, box, or cart used for the purpose of holding Garbage, Recyclables or Organic Waste for Collection.

G. "Representative" means an entity that the City contracts with or otherwise arranges to carry out any responsibilities of this Chapter, as authorized by 14 CCR Section 18981.2. A Representative may be a government agency, a private entity, or a combination of those entities.

H. "Edible Food" means food intended for human consumption, or as otherwise defined in 14 CCR Section 18982(a)(18). "Edible Food" is not Solid Waste if it is recovered and not discarded. Nothing in this Ordinance or in 14 CCR, Division 7, Chapter 12 requires or authorizes the recovery of Edible Food that does not meet the food safety requirements of the California Retail Food Code.

I. "Food Recovery" means actions to collect and distribute Edible Food that otherwise would be disposed.

J. "Food Recovery Organization" means an entity that engages in the collection or receipt of Edible Food from Commercial Edible Food Generators and distributes that Edible Food to the public for Food Recovery either directly or through other entities or as otherwise defined in 14 CCR Section 18982(a)(25), including, but not limited to:

1. A food bank as defined in Section 113783 of the Health and Safety Code;
2. A nonprofit charitable organization as defined in Section 113841 of the Health and Safety Code; and
3. A nonprofit charitable temporary food facility as defined in Section 113842 of the Health and Safety Code.

K. "Garbage" means all putrescible and nonputrescible solid, semisolid, and liquid wastes generated or accumulated through the normal activities of a premises. Garbage does not include Recyclables or Organic Waste that is Source Separated and set out for the purposes of Collection and recycling.

L. "Multi-Family Residential Dwelling" or "Multi-Family" means of, from, or pertaining to residential premises with five (5) or more dwelling units. Multi-Family premises do not include hotels, motels, or other transient occupancy facilities, which are considered Commercial Businesses.

M. "Organic Waste" means Solid Waste containing material originated from living organisms and their metabolic waste products, including but not limited to food waste, green waste, organic

textiles and carpets, lumber, wood, paper products, printing and writing paper, manure, biosolids, digestate, and sludges or as otherwise defined in the Act. Biosolids and digestate are as defined by the Act.

N. "Organic Waste Generator" means a person or entity that is responsible for the initial creation of Organic Waste, or as otherwise defined in 14 CCR Section 18982(a)(48).

O. "Person" means any institution, public or private corporation, governmental unit or jurisdiction, individual, company, firm, association, partnership or other entity.

P. "Prohibited Container Contaminants" means (1) discarded materials placed in the designated Organic Waste Container that are not identified as acceptable Source Separated Organic Waste for the City's designated Organic Waste Container; (2) discarded materials placed in the Garbage Container that are identified as acceptable Source Separated Organic Waste, which are to be separately collected in City's designated Organic Waste Container; and, (3) Excluded Waste, as described herein, placed in any container.

Q. "Recyclables" shall mean those materials that are separated from Solid Waste prior to disposal to be recycled consistent with the requirements of the Act. The City may adopt a schedule of materials suitable for recycling, as determined by resolution of the City Council, or as set forth in a collection agreement, which may be revised periodically.

R. "Residential Householder" shall mean any Person or Persons holding or occupying a residential premises in the City, whether or not the owner of the residential premises.

S. "Residential Owner" shall mean the owner of any residential premises within the City.

T. "Self-Hauler" means a Person, who hauls Solid Waste, Organic Waste or Recyclables pursuant to the conditions set forth in section 9.12.20 of this Chapter. Self-Hauler also includes a Person who back-hauls waste, or as otherwise defined in 14 CCR Section 18982(a)(66). Back-haul means generating and transporting Organic Waste to a destination owned and operated by the generator using the generator's own employees and equipment, or as otherwise defined in 14 CCR Section 18982(a)(66)(A).

U. "Single-Family" means of, from, or pertaining to any residential premises with fewer than five (5) units.

V. "Solid Waste" has the same meaning as defined in State Public Resources Code Section 40191, which defines Solid Waste as all putrescible and nonputrescible solid, semisolid, and liquid wastes, including Garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, demolition and construction wastes, abandoned vehicles and parts thereof, discarded home and industrial appliances, dewatered, treated, or chemically fixed sewage sludge which is not hazardous waste, manure, vegetable or animal solid and semi-solid wastes, and other discarded solid and semisolid wastes, with the exception that Solid Waste does not include hazardous waste, as defined in the State Public Resources Code Section 40141, radioactive waste regulated pursuant to the State Radiation Control Law, or medical waste regulated pursuant to the State Medical Waste Management Act.

W. "Source Separated" means materials, including commingled Recyclables, that have been separated or kept separate from the Solid Waste stream, at the point of generation, for the purpose of additional sorting or processing those materials for recycling or reuse in order to return them to the economic mainstream in the form of raw material for new, reused, or

reconstituted products, which meet the quality standards necessary to be used in the marketplace, or as otherwise defined in 14 CCR Section 17402.5(b)(4). For the purposes of this Chapter, Source Separated shall include separation of materials by the generator, property owner, property owner's employee, property manager, or property manager's employee into different Containers for the purpose of Collection such that Source Separated materials are separated from Waste/Mixed Waste or other Solid Waste for the purposes of Collection and processing.

X. "Tier One Commercial Edible Food Generator" means a Commercial Edible Food Generator as defined by 14 CCR Section 18982(a)(73) as amended, and includes the following:

1. Supermarket.
2. Grocery Store with a total facility size equal to or greater than 10,000 sq. ft.
3. Food Service Provider.
4. Food Distributor.
5. Wholesale Food Vendor.

Y. "Tier Two Commercial Edible Food Generator" means a Commercial Edible Food Generator as defined by 14 CCR Section 18982(a)(74) as amended and includes the following:

1. Restaurant with 250 or more seats, or a total facility size equal to or greater than 5,000 sq. ft.
2. Hotel with an on-site food facility and 200 or more rooms.
3. Health facility with an on-site food facility and 100 or more beds.

4. Large venue as defined in 14 CCR Section 18982(a)(39).

5. Large event, as defined in 14 CCR Section 18982(a)(38).

6. A State agency with a cafeteria with 250 or more seats or total cafeteria facility size equal to or greater than 5,000 sq. ft.

9.12.020 Private collection prohibited—Exception.

A. The City, its duly authorized agents, servants or employees, shall have the exclusive right to gather and collect Garbage within the City and it is unlawful for any person, except as otherwise provided in this chapter, to collect or gather Garbage within the City. The City Council, however, is empowered to grant permission to any person to collect or gather Garbage.

This prohibition shall not, however, apply to Self-Haulers as provided below:

1. The collection, transportation and disposal of construction and demolition debris by a contractor, handyman, repair person or other similar service provider as an incidental part of the services provided to its customers rather than as a hauling service; provided, that, such Solid Waste is not collected or transported by a third party hired for the primary purpose of collecting and transporting said materials, and further provided that such services comply with any ordinances, policies and regulations of City relating to the collection of such materials.

2. The collection, transportation and disposal of yard waste, green waste and related Solid Waste by a gardener or landscaper as an incidental part of the gardening or landscaping services provided to its customers, rather than as a hauling service; provided, that, such Solid Waste is not collected or transported by a third party hired for the primary purpose of collecting and transporting said materials.

3. Any person or entity collecting “Recyclables,” as that term is defined in Section 9.12.010(Q), sold or donated to it by the person or entity that generated such Recyclables (the “generator”); provided, however, to the extent permitted by law, if the generator is required to pay monetary or nonmonetary consideration for the collection, transportation, transfer or processing of Recyclables, the fact that the generator receives a reduction or discount in price (or in other terms of the consideration the generator is required to pay) shall not be considered a sale or donation, and provided that such services comply with any ordinance, policies and regulations of the City relating to the collection of such materials.

9.12.030 Organic Waste Generator Requirements.

A. Single-Family Organic Waste Generators shall comply with the following requirements:

1. Subscribe to and maintain Organic Waste Collection services for all Organic Waste.

The City shall have the right to review the number and size of a generator’s Containers to evaluate adequacy of capacity provided for each type of Collection service for proper separation of materials and containment of materials. Single-Family Organic Waste Generators shall adjust service level for its Collection services as requested by the City. Generators may additionally manage their Organic Waste by preventing or reducing their Organic Waste, managing Organic Waste on site, and/or using a community composting site pursuant to 14 CCR Section 18984.9(c).

2. Participate in the City’s Organic Waste collection service(s) by placing Source Separated Organic Waste in the Container identified and designated for Source Separated Organic Waste and placing all other materials in the Container identified and designated for such materials.

3. Place Containers as follows:

a. **Residences Having Street Frontage Only.** Containers must be placed for collection at curbside in front of residence. The wheels of the Container will be placed in the gutter with the handle facing the residence. Containers will be at least six feet from any obstruction such as automobiles, trailers, motor homes, fences, lampposts, portable basketball hoops, mailboxes, or other automated containers. Containers are not to block pedestrian access.

b. **Residences with Alley Access.** Containers must be placed for collection on private property adjacent to the alley property line, with direct access from the alley. The base of the Container will be placed on a stable, level surface with the handle facing the residence. Containers will be at least six feet from any obstructions such as automobiles, trailers, motor homes, fences, portable basketball hoops, lampposts, mailboxes, or other automated containers.

c. **All Containers must be at curbside no later than the time as directed by the environmental utilities director or his or her designee.**

B. Generators that are Commercial Businesses, excluding Multi-Family Residential Dwellings shall comply with the following requirements:

1. **Subscribe to and maintain Organic Waste Collection services for all Organic Waste.** The City shall have the right to review the number and size of a generator's Containers to evaluate adequacy of capacity provided for each type of Collection service for proper separation of materials and containment of materials. Single-Family Organic Waste Generators shall adjust service level for its Collection services as requested by the City. Generators may additionally manage their Organic Waste by preventing or reducing their Organic Waste, managing Organic

Waste on site, and/or using a community composting site pursuant to 14 CCR Section 18984.9(c).

2. Participate in the City's Organic Waste collection service(s) by placing Source Separated Organic Waste in the Container identified and designated for Source Separated Organic Waste and placing all other materials in the Container identified and designated for such materials.

3. Supply and allow access to adequate number, size and location of collection Containers with labels or colors sufficient for employees, contractors, tenants, and customers, in compliance with the City's Collection service requirements.

4. Excluding Multi-Family Residential Dwellings, Commercial Businesses shall provide Containers for the Collection of Source Separated Organic Waste and Garbage in all indoor and outdoor areas where disposal Containers are provided for customers, for materials generated by that business. Furthermore, the Commercial Businesses shall place Containers in such place as shall be convenient to the City for removal of Organic Waste and Garbage. Storage of other equipment or material will not be allowed.

5. Excluding Multi-Family Residential Dwellings, Containers provided by Commercial Businesses shall have either:

a. A body or lid that conforms with the Container colors provided through the Collection service provided by the City, with either lids conforming to the color requirements or bodies conforming to the color requirements or both lids and bodies conforming to color requirements. A Commercial Business is not required to replace functional Containers, including Containers purchased prior to January 1, 2022, that do not comply with the requirements of the

subsection prior to the end of the useful life of those Containers, or prior to January 1, 2036, whichever comes first.

b. Container labels that include language or graphic images, or both, indicating the primary material accepted and the primary materials prohibited in that Container, or Containers with imprinted text or graphic images that indicate the primary materials accepted and primary materials prohibited in the Container.

C. Generators that are Commercial Businesses, excluding Multi-Family Residential Dwellings shall:

1. To the extent practical through education, training, inspection, and/or other measures, prohibit employees from placing materials in a Container not designated for those materials per the City's Collection service.

2. Periodically inspect all Containers for contamination and inform employees if Containers are contaminated and of the requirements to keep Prohibited Container Contaminants out of those Containers pursuant to the Act.

3. Annually provide information to employees, contractors, tenants, and customers about Organic Waste proper sorting and recovery requirements.

4. Nothing in this section prohibits a generator subject to these provisions from preventing or reducing waste generation or managing Organic Waste on site.

5. Commercial Businesses that are Tier One or Tier Two Commercial Edible Food Generators shall comply with Food Recovery requirements, pursuant to Section 9.12.110 of this Chapter.

9.12.040 Waivers.

A. The City, in its sole discretion, may issue waivers to qualifying Commercial Businesses for physical space limitations, and/or de minimis volume waivers for Commercial Generators.

B. Commercial Businesses requesting a physical space waiver shall:

1. Submit an application form specifying the type(s) of Collection services for which they are requesting a compliance waiver.
2. Provide documentation that the premises lacks adequate space for the required Containers including documentation from the contractor, licensed architect, or licensed engineer.
3. Provide written verification to the City that it is still eligible for physical space waiver every five years, if the City has approved application for a physical space waiver.

C. Commercial Businesses requesting a de minimis waiver shall:

1. Submit an application specifying the Collection services that they are requesting a waiver from.
2. Provide documentation that either:
 - a. The Commercial Business' total Solid Waste Collection service is two cubic yards or more per week and Organic Waste subject to Collection in the designated Containers comprises less than 20 gallons per week per applicable Container of the business' total waste; or
 - b. The Commercial Business' total Solid Waste Collection service is less than two cubic yards per week and Organic Waste subject to Collection in the designated Containers

comprises less than 10 gallons per week per applicable Container of the business' total waste.

- c. For the purposes of subsections (a) and (b) above, total Solid Waste shall be the sum of the weekly Garbage Collection Container volume, Recyclables Collection Container volume and Organic Waste Collection Container volume, measured in cubic yards.
3. Notify the City if circumstances change such that Commercial Business's Organic Waste exceeds the threshold required for waiver, in which case the waiver will be rescinded.
4. Provide written verification of eligibility for de minimis waiver every 5 years, if the City has approved a de minimis waiver.

9.12.050 Removal by owner or tenant.

Nothing contained in this chapter shall be construed as prohibiting the owner or tenant of any premises in the City from destroying or carrying away any Garbage in order to reduce the amount to be taken away by the City, or its duly authorized agents or employees, but not by means of any person who shall in any way receive the benefits of the use of any such Garbage for feed for poultry, hogs or other livestock, unless such person shall receive permission from the City council to carry away such garbage. Nothing contained in this section shall be construed as relieving any person from paying the regular garbage fees established for the City.

9.12.060 Removal weekly by City.

All Garbage accumulated at or on any premises within the City shall be removed by the City at regular intervals of once a week within the City limits, or more often at the request of any tenant, occupant or lessee, and delivered to the "authorized solid waste management facility."

9.12.070 Container requirements.

The environmental utilities director or his or her designee shall determine the size and specifications of all Containers used for the purposes of Collection under this Chapter.

9.12.080 Collection from certain floors prohibited.

The City shall not provide Collection for the purposes of this Chapter from above the first floor of any premises, nor from the basement of any premises.

9.12.090 Charges for Collection.

A. Residential.

1. Each and every householder or tenant occupying any dwelling, house, or residence, shall pay to the City, or its authorized agent, a fixed minimum charge as set forth in this section as a refuse rate. Such fixed minimum is based upon service of one call per week, irrespective of whether there is any refuse to remove from any premises.

2. Automated Container Service. Each premises shall be assigned City-owned Containers. Containers will be serviced by automated Collection. All Garbage and Source Separated Organic Waste for Collection must be contained within the Container(s) designated for such materials with the lid closed and must fall freely from Container when dumped. Each such premises shall be provided Collection regularly, as determined by the environmental utilities director or his or her designee.

3. For collection of additional containers beyond those covered by the fixed minimum rates established in this chapter, the collection charge shall be that identified in this section.

4. An additional or "extra" pickup may be requested beyond the minimum service required by this chapter. Each such additional or extra pickup shall be subject to a fixed fee. Return service for Containers placed out late may be requested. Each "out late" pickup shall be subject to a fixed fee.

5. Rates for Residential Collection. Effective July 1, 2021, and July 1, 2022, the residential rates on billings shall be as follows:

Residential Refuse Service	Effective 7/1/2021	Effective 7/1/2022
Fixed refuse monthly charge (one trash container and one green waste container as identified in Section 9.12.100(A)(2))	\$31.06	\$36.05
Each additional mixed waste Container	\$21.24	\$24.65
Each additional Source Separated Organic Waste container	\$11.28	\$13.10
Additional pickup of a mixed waste Container (also "out late" fee)	\$20.30	\$23.56
Additional pickup of a Source Separated Organic Waste Container (also "out late" fee)	\$14.92	\$17.32
Fixed fee for the return of a confiscated Source Separated Organic Waste Container due to contamination	\$145.00	\$168.27
Move in box pick-up	\$109.77	\$127.39
Temporary dumpster delivery and removal (6 yards only)	\$152.19	\$176.65
Source Separated Organic Waste contamination fee (applied to account after third notification)	\$30.36	\$35.24
Residential return trip fee (applied when service is requested but container is inaccessible)	\$30.36	\$35.24
Container exchange (customer requested in excess of 1x/12 months)	\$30.36	\$35.24

Residential Refuse Service	Effective 7/1/2021	Effective 7/1/2022
Container exchange (due to misuse—melted or damaged beyond reuse)	\$90.70	\$105.26

B. Commercial.

1. A landlord, property owner, property manager or management company of a Commercial Business that has a commercial dumpster shall pay to the City, or its authorized agent, a fixed charge as set forth by the city council as a refuse rate. Monthly charges will be applied to a single account per service. Such rates and fees are based upon a minimum service of one call per week, irrespective of whether there is any refuse to remove from any premises.

A landlord, property owner, property manager or management company with multiple tenants who must share a commercial dumpster shall be responsible for the refuse utility bill of the tenants.

2. Commercial Frontloader, Rearloader, Roll-Off, and Automated Container Services are provided by the City.

An additional or extra pick up may be requested beyond the minimum service required by this chapter. Each such additional or extra pick up shall be subject to a fixed fee.

Temporary Commercial Collection must be charged to a City of Roseville customer utility account. A "Garbage only" account may be requested for temporary services. See Chapter 14.04 "Utility Customer Billing, Accounting and Collections" for information about establishing a new account.

Timeframe for Temporary Customer Service. Temporary dumpsters for Commercial Business use must be serviced weekly and removed within a 90-day period. It is the customer's responsibility to schedule services. If a temporary dumpster is not emptied within seven consecutive days of its delivery or last Collection, the account shall be assessed a weekly rental fee per subsection (B)(7), Rates for Commercial Collection.

3. Multi-Family Residential Dwellings will need to provide proof to the City that Source Separated Organic Waste such as green waste are being recycled or diverted from the landfill in an appropriate manner, as determined by the environmental utilities director or his or her designee. The City can also provide green waste services, if necessary.

The City will collect all Source Separated Organic Waste, unless a Commercial Business had Collection services in place before September 28, 2014, the date AB 1826 was approved. Any Commercial Business with a collection contract in effect before this date can continue with providers until the contract expires. Once the contract expires the Commercial Business will default to City Collection service as provided for in this chapter.

4. An additional or special pickup may be requested beyond the minimum service required by this chapter. Each such additional or special pickup shall be subject to a fixed fee.

5. Rates for Commercial Collection. Effective July 1, 2021, and July 1, 2022, the commercial rates on billings shall be as follows:

Frontloader and Rearloader Commercial Services*	Effective 7/1/2021	Effective 7/1/2022
Waste service minimum monthly charge	\$34.83	\$40.42
Automated container commercial service (per Container, where available; Organic Waste service not available)	\$31.06	\$36.05

Frontloader and Rearloader Commercial Services*	Effective 7/1/2021	Effective 7/1/2022
Streetscape and LLD containers*	\$8.20	\$9.52
Hand pickup service* (up to three 30-gallon cans or six bags per week, where available)	\$34.83	\$40.42
Frontloader and rearloader* trash dumpster per yard charge	\$12.74	\$14.79
Frontloader and rearloader* trash compactor per yard charge	\$22.96	\$26.65
Frontloader cardboard dumpster and compactor per yard charge	\$3.91	\$4.54
Commercial bin assistance (per occurrence)	\$54.86	\$63.67
Recyclable material contamination fee (applied after third notification)	\$30.36	\$35.24
Lock delivery or replacement (per occurrence)	\$18.22	\$21.15
Lock service – (per Container, per month)	\$12.15	\$14.10
Push/pull charges (per Container, per month)	\$18.22	\$21.15
Extra pickup charge (percentage of monthly base rate plus return trip charge)	25%	25%
Exchange bin (for dirty bin in excess of 1x per 12 months)	\$91.08	\$105.70
Commercial return trip fee (applied when service is requested but Container is inaccessible; also used to calculate commercial extra pickups)	\$30.36	\$35.24
Emergency after-hours service fee (per service)	\$196.06	\$227.53
Commercial standby fee (per 15 minutes when asked by onsite customer to wait)	\$72.86	\$84.56

* A premium of 25% will be added to all rearloader services.

Roll-Off Commercial Open Top and Compactor Services	Effective 7/1/2021	Effective 7/1/2022
Minimum charge per haul (base rate) without tonnage* (all sizes and material)	\$379.39	\$440.28

Pleasant Grove Wastewater Treatment Plant sludge-hauling fee (per bin)	\$267.12	\$309.99
Roll-off tonnage fees (tipping fees)	Pass-through rates apply*	
Compactor cleaning service (hauling charges also apply)	\$512.68	\$594.96
Return trip fee (scheduled bin not ready for haul, customer requests return later on same day – per occurrence)	\$36.43	\$42.28
Roll-off relocation fee (no haul – per occurrence)	\$60.72	\$70.47

* Tonnage charges (tipping fees) vary by material type, and are determined by the Western Placer Waste Management Authority. With City department head approval, some entities may pay tonnage charges directly to Western Placer Waste Management Authority.

Temporary Frontloader and Roll-Off Fees	Effective 7/1/2021	Effective 7/1/2022
Frontloader and rearloader temporary dumpster delivery and removal fee	\$75.75	\$87.91
Frontloader and rearloader temporary dumpster per yard fee (plus trip fee for extra pickups)	\$12.74	\$14.79
Frontloader and rearloader temporary dumpster rental fee per week	\$72.11	\$83.69
Roll-off temporary dumpster hauling fee*	\$379.39	\$440.28
Roll-off temporary dumpster rental fee per week	\$130.94	\$151.96

* Tonnage charges (tipping fees) vary by material type, and are determined by the Western Placer Waste Management Authority. With City department head approval, some entities may pay tonnage charges directly to Western Placer Waste Management Authority.

C. Shared Compactor Rates. Shared compactor rates are applicable to the City of Roseville downtown specific plan area. Exact rates are determined on a site-specific basis based on the following criteria:

	Cost per 1,000 square feet of building area or per dwelling unit Effective 7/1/2021	Cost per 1,000 square feet of building area or per dwelling unit Effective 7/1/2022	
Below are the square footage rates for shared compactors. If a customer's site-specific charge does not exceed the fixed minimum charge, they will be subject to the monthly fixed minimum charge.			
Monthly Minimum (Fixed)	\$34.83	\$40.42	
Tier 1: Cost per 1,000 square feet of building area or per dwelling unit	\$7.28	\$8.45	Tier 1 includes business types that are determined low use by the environmental utilities director. Typical examples of low use are retail and office establishments and small apartment units.
Tier 2: Cost per 1,000 square feet of building area	\$29.34	\$34.05	Tier 2 includes business types that are determined medium use by the environmental utilities director. Typical examples of medium use are relatively smaller establishments such as bars and grills, coffee shops and delis; selling or serving food but not considered a full-service restaurant.
Tier 3: Cost per 1,000 square feet of building area	\$61.98	\$71.93	Tier 3 includes business types that are determined high use by the environmental utilities director. A typical example of high use is full-service restaurants, restaurant/bakeries, and similar establishments. Full-service restaurants are defined as primarily dine-in establishments with established menus, and a minimum of two meals per day (e.g., lunch and dinner).

D. Shared Compactor Organic Tiers. Organics tiers are applicable to some shared compactor units depending on compactor tier and usage type. Exact rates are determined on a site-specific basis based on the following criteria:

Commercial Shared Compactor Organic Tiers	Effective 7/1/2021	Effective 7/1/2022
Tier 1	\$0.00	\$0.00
Tier 2	\$99.50	\$115.47
Tier 3	\$198.92	\$230.85

E. Rates for Commercial Organic Waste Collection. Effective July 1, 2021 and July 1, 2022, the Commercial Organic Waste Collection rates on billings shall be as follows:

Organic Waste Collection Rates	Minimum Monthly Charge (Effective 7/1/2021)	Minimum Monthly Charge (Effective 7/1/2022)
0-2 yards	\$99.50	\$115.47
0-4 yards	\$198.92	\$230.85
5 yards	\$248.66	\$288.57
6 yards	\$298.34	\$346.22
7 yards	\$348.22	\$404.10
8 yards	\$397.83	\$461.68
9 yards	\$447.52	\$519.34
10 yards	\$497.24	\$577.04
11 yards	\$547.12	\$634.92
12 yards	\$596.68	\$692.44

Additional empty of organics container	\$74.62	\$86.60
Empty of contaminated organics container	\$99.50	\$115.47

9.12.100 Solid waste impact fee.

A. Solid Waste Impact Fee Established. Each Single Family Waste Generator and Commercial Waste Generator serviced by City-owned Containers Collection pursuant to this chapter shall pay a solid waste impact fee upon issuance of a building permit as described below. The fee is based on a "Study" (Solid Waste Impact Fee Model), which is attached to the council communication, dated February 15, 2006, entitled "Solid Waste Impact Fee." Containers shall be delivered upon issuance of a certificate of occupancy for the unit/development by the chief building inspector.

1. Noncommercial.

a. Single-family residential dwelling unit: \$410.00 per unit;

b. Multifamily residential dwelling unit: \$139.00 per unit.

2. Commercial/industrial development: \$0.34 per square foot.

B. Ownership. The City shall retain ownership of the Containers. Persons owning or renting property served by such Containers are responsible for the security of the Containers. In the event of fire, theft, or other disappearance of Container from the property a replacement Container will be obtained from the City upon payment of the fee established in subsection A of this section. Persons owning or renting property served by such Containers shall, upon vacating the premises, leave the primary Container for the next occupant in a secure location upon the

premises. Persons who have ordered an extra Container shall, upon vacating the premises, call the City to have the extra container removed. Persons owning or renting property served by such Containers are responsible for the appearance and cleanliness of the Container.

C. Replacement Containers. A replacement Container may be obtained upon payment of the fee established in subsection A of this section. Replacement of a Container no longer usable due to normal wear shall not be subject to a replacement fee.

9.12.110 Requirements for Commercial Edible Food Generators and Food Recovery Organizations.

A. Tier One Commercial Edible Food Generators must comply with the requirements of this Chapter 9.12 commencing January 1, 2022, and Tier Two Commercial Edible Food Generators must comply commencing January 1, 2024.

B. Large venue or large event operators not providing food services, but allowing for food to be provided by others, shall require food facilities operating at the large venue or large event to comply with the requirements of this Chapter, commencing January 1, 2024.

C. Commercial Edible Food Generators shall comply with the following requirements:

1. Arrange to recover the maximum amount of Edible Food that would otherwise be disposed.
2. Contract with or enter into a written agreement with Food Recovery Organizations or Food Recovery services for: (i) the collection of Edible Food for Food Recovery; or (ii) acceptance of the Edible Food that the Commercial Edible Food Generator self-hauls to the Food Recovery Organization for Food Recovery.

3. Shall not intentionally spoil Edible Food that is capable of being recovered by a Food Recovery Organization or a Food Recovery Service.
4. Allow the environmental utilities director or his or her designee to access the premises and review records to ensure compliance with this section as permitted by 14 CCR Section 18991.4.
5. Keep records that include the following information, or as otherwise specified in 14 CCR Section 18991.4, and as may be amended:
 - a. A list of each Food Recovery service or organization that collects or receives its Edible Food pursuant to a contract or written agreement established under 14 CCR Section 18991.3(b).
 - b. A copy of all contracts or written agreements established under 14 CCR Section 18991.3(b).
 - c. A record of the following information for each of those Food Recovery services or Food Recovery Organizations:
 - i. The name, address and contact information of the Food Recovery service or Food Recovery Organization.
 - ii. The types of food that will be collected by the Food Recovery service or Food Recovery Organization.
 - iii. The established frequency that food will be collected.

iv. The quantity of food, measured in pounds recovered per month, collected by a Food Recovery service or Food Recovery Organization for Food Recovery.

D. Commercial Edible Food Generators shall submit an annual report, within thirty (30) days upon request by the City, that includes the information required by subsection (C) above to the environmental utilities director or his or her designee commencing on January 1, 2022 for Tier One Commercial Edible Food Generators and commencing January 1, 2024 for the Tier Two Commercial Edible Food Generators. The environmental utilities director or his or her designee is authorized to increase the reporting frequency to require semi-annual or quarterly reporting for some or all of the information listed above.

E. Food Recovery Organizations collecting or receiving Edible Food directly from Commercial Edible Food Generators, via a contract or written agreement established under 14 CCR Section 18991.3(b), shall maintain the following records, or as otherwise specified by 14 CCR Section 18991.5(a)(2):

1. The name, address, and contact information for each Commercial Edible Food Generator from which the organization receives Edible Food.
2. The quantity in pounds of Edible Food received from each Commercial Edible Food Generator per month.

F. Nothing in this ordinance or in 14 CCR, Division 7, Chapter 12 requires or authorizes the recovery of Edible Food that does not meet the food safety requirements of the California Retail Food Code.

G. Nothing in this ordinance shall be construed to limit or conflict with the protections provided by the California Good Samaritan Food Donation Act of 2017, the Federal Good Samaritan Act, or share table and school food donation guidance pursuant to Senate Bill 557 of 2017.

9.12.120 Accumulations of Solid Waste, Organic Waste, or Garbage Prohibited.

It is unlawful for any person to permit Solid Waste, Organic Waste, or Garbage to accumulate upon the premises owned or occupied by such person.

9.12.130 Container Collection.

A. Each Container subject to this Chapter shall be placed on the curb or parkway or in the alley for Collection, not earlier than the evening preceding and not later than 7:00 a.m. on the day of regular collection. Those Containers shall be removed from the curbs, parkways or alleys within 12 hours after the refuse has been collected therefrom.

B. The Collection services provided under this Chapter is rendered to all properties within the limits of the City, and no service shall be rendered outside the corporate limits of the City.

9.12.140 Collector's responsibility.

No City employees shall remove or dispose of, for such employee's individual use or benefit, any of the contents of any vessel, tank or receptacle used for the Collection, removal or disposal of Solid Waste, Organic Waste, or Garbage.

9.12.150 Disposing of Excluded Waste prohibited.

No person shall place any wearing apparel, bedding or other refuse from homes or other places where highly infectious or contagious diseases have prevailed or any explosive substance, poison, hazardous chemical, offal, or fecal matter in any receptacle or bundle offered for

collection by the City collector. Hazardous medical waste, including, but not limited to sharps, shall be handled by a licensed medical waste hauler and shall not be disposed of in materials offered for collection by the City. All items and substances identified in this section shall be collectively referred to and incorporated herein as "Excluded Waste."

9.12.160 Exclusive use of Containers.

A. It is unlawful for any person to dump or place any material into, or to utilize, any Containers provided under this Chapter without consent of the owner or lessee of the Container whenever a notice has been placed on the Container advising of the existence of this section.

B. It is also unlawful for any person, without the consent of the owner or lessee of the Container, to enter into said Container, whether or not a notice has been placed on such Container, for the purpose of salvaging items therein or for the purpose of utilizing the Container to rest or sleep therein.

9.12.170 Enforcement.

A. In addition to those penalties and procedures provided for in this Chapter, a violation of any provision of this Chapter may be enforced by the issuance of an administrative citation as set forth in Chapter 2.50 of this code.

B. Violations of this Chapter shall be prosecuted as infractions, and penalties imposed for such violations shall not be less than the minimum penalty amounts prescribed under 14 CCR Section 18997.2, as may be amended from time to time.

SECTION 2. Chapter 9.17 of Title 9 of the Roseville Municipal Code is hereby amended to read as follows:

Chapter 9.17

REFUSE HAULING AND RECYCLING

9.17.000 Short title.

This chapter shall be referred to as the City of Roseville Refuse Hauling and Recycling Ordinance.

9.17.010 Findings.

The ~~city~~City Council finds and declares that:

A. The City of Roseville (~~city~~City) currently operates a refuse collection service which provides periodic refuse collection and solid waste disposal from all residences and businesses within the ~~city~~City.

B. Lower rates and greater local control result when periodic refuse collection is a municipal function. It is in the best interest of the citizens of the ~~city~~City that periodic refuse collection remains a municipal service, and that no franchises be granted for such services.

C. Historically, the ~~city~~City has not provided for collection of construction related refuse on an irregular or special basis. Debris from construction, renovation and demolition of buildings (hereinafter "C&D waste" as defined in Section 9.17.020) represents a large portion of the volume of waste being generated in the ~~city~~City, and much of C&D waste is suitable for

recycling and reuse. Allowing private collection of such refuse would not adversely affect the cityCity's regular, periodic refuse collection enterprise.

D. Under California law, as embodied in the California Integrated Waste Management Act (California Public Resources Code Section 40000 et seq.), the cityCity is required to prepare, adopt and implement waste source reduction and recycling elements to reach landfill diversion goals, and is required to make substantial reductions in the volume of waste materials going to landfills, under the threat of penalties. State law further provides that the cityCity may recover its costs associated with implementing such waste diversion programs.

E. Persons collecting or hauling refuse for the sole purpose of recycling such refuse provide an important service to residents of the cityCity by assisting the cityCity in diverting solid waste from the Western Regional Landfill.

F. Requiring disposal of refuse at the Western Placer Waste Management Authority Materials Recovery Facility (MRF) located in Placer County, which is owned, operated and maintained by the Western Placer Waste Management Authority, a regional governmental joint powers authority of which the cityCity is a constituent member, ensures the proper allocation of waste volumes and recycle credits to the cityCity for all waste generated in the cityCity and disposed of at the MRF.

G. In order for the cityCity to obtain credit under state law for such diversion, reports from recyclers are necessary to document the quantity of refuse which is being recycled.

9.17.020 Definitions.

For purposes of this chapter the following definitions apply:

“Building division” means the building division of the department of development services of the City of Roseville. The building division issues certificates of occupancy and permits for commercial and residential construction, renovation and/or demolition.

“Bulky waste” means household furniture, tree and brush limbs larger than two inches in diameter, tree stumps and intact dead trees.

“C&D waste” means discarded materials generally not considered water soluble, and nonhazardous in nature, including, but not limited to, steel, glass, brick, concrete, asphalt material, pipe, gypsum, wallboard, wood and lumber from the construction, renovation, demolition or destruction of a structure as part of a construction, renovation, demolition or landscaping project, and including rocks, soils, tree remains, green waste and bulky waste that normally results from land clearing, landscaping and development operations for a construction, renovation and/or demolition covered project located in the City of Roseville.

“City” means the City of Roseville, a municipal corporation.

“Construction, renovation and/or demolition” means all building, landscaping, remodeling, addition, removal, demolition or destruction of any facility or structure located in the ~~city~~ [City](#), or any portion thereof, including, but not limited to, any tenant improvements to an existing facility or structure and including the use or disposal of designated recyclable and reusable materials.

“Construction, renovation and/or demolition waste recycling plan” means a written plan, on a form prescribed by the director of environmental utilities or representative, and submitted by a covered project applicant for the purpose of compliance with this chapter, including [the](#)

requirement to divert a goal to achieve a minimum of sixty-five 50 percent (65%) by weight
diversion requirement.

“Covered project” means and includes any project located in the ~~city~~City which consists of one or more of the following:

1. Demolition of a building or structure;
2. Demolition of a portion of a building or structure where a demolition permit is required;
3. Construction, addition, renovation or alteration of a single residential, commercial, industrial, or institutional building or structure of greater than 2,000 square feet;
4. Construction of a single residential, commercial, industrial, or institutional building or structure of less than 2,000 square feet if more than one such building is being constructed as part of the same development project. Examples include, but are not limited to, single-family homes built within a subdivision and multiple structures built on a single parcel of land.

“Department” means the environmental utilities department of the City of Roseville, unless otherwise specified.

“Designated recyclable and reusable materials” mean:

1. Masonry building materials generally used in construction, including, but not limited to, asphalt, concrete, rock, stone and brick;

2. Wood materials including any and all dimensional lumber, fencing or construction wood that is not chemically treated, creosoted, CCA pressure treated, contaminated or painted;

3. Vegetative materials including trees, tree parts, shrubs, stumps, logs, brush or any other type of plants that are cleared from a site for construction, renovation and/or demolition or other use;

4. Metals including all metal scrap such as, but not limited to, pipes, siding, window frames, door frames and fences;

5. Roofing materials including wood shingles, as well as asphalt, stone and slate based roofing material;

6. Salvageable materials includes all salvageable materials and structures including, but not limited to wallboard, doors, windows, fixtures, toilets, sinks, bath tubs and appliances.

“Director” means the director of environmental utilities, or authorized representative.

“Divert” or “diversion” means the setting aside of refuse for the purpose of recycling. Divert and diversion, for the purposes of this chapter, is achieved only when refuse is taken to the Western Placer Waste Management Authority Materials Recovery Facility identified and defined herein, and the quantities are attributed to the ~~city~~City service area.

“Franchisee” means a person or entity holding a nonexclusive franchise hauler permit issued pursuant to this chapter.

“Garbage” means and includes, but is not specifically limited to, the following: all putrescible animal and vegetable wastes resulting from the handling, preparation, cooking and

consumption of food, or resulting from decay or storage of meat, fish, fowl, fruit, or vegetables. It also includes all household and kitchen waste, paper, rags, cans and bottles.

"Green waste" means all tree and plant trimmings, grass cuttings, plants, weeds, leaves, branches, and other similar materials other than bulky waste or garbage.

"Hazardous waste" means any waste that is defined as hazardous waste under Section 40141 of the California Public Resources Code, as amended from time to time.

"Monthly waste generation/disposal and diversion report" means the form approved by the department, as amended from time to time, for the monthly reporting of refuse hauled, disposed and/or diverted in accordance with the provisions of this chapter.

"Person" means any individual, firm, company, corporation or other organization acting as principal, agent or officer, servant or employee, for him or herself or any other individual, firm, company, corporation or other organization.

"Recyclable material" means material which has been retrieved or diverted from disposal or transformation for the purpose of recycling, composting or salvage.

This definition shall include, but not be limited to, corrugated cardboard, newspaper, phone books, junk mail, magazines, ferrous metals, nonferrous metals, recyclable glass (including redemption glass), mixed metals, nonrecyclable glass, aluminum (including redemption aluminum), and No. 1 (Polyethylene terephthalate – PET) and No. 2 (High density polyethylene – HDPE) plastics.

“Recycler” means a person who provides collection or removal of ~~recyclable material~~Recyclables from a customer’s site and/or who accepts ~~recyclable material~~Recyclables from the public for the sole purpose of recycling 100 percent of the refuse collected or removed.

“Refuse” means garbage, rubbish, C&D waste or all of these.

“Refuse hauler” means a person who provides the hauling of refuse from a site, for disposal and recycling, where the refuse hauler provides a container, drop box, garbage can or other receptacle for use by the customer which is either retrieved or emptied by the refuse hauler, or where the refuse hauler collects or removes refuse from a designated location on the customer’s site. Where the refuse is hauled solely for recycling rather than disposal, such person shall not be considered a refuse hauler.

“Rubbish” means and includes all waste (other than garbage, green waste, bulky waste, and C&D waste), including, without limiting the generality of, the following: paper, cardboard, bedding, rubber tires, rags, sawdust, sweepings, plaster, brick, window glass, cement, crockery, shells, metals, metal products, ashes, and all non-organic accumulations from garden and/or yard areas, not including C&D waste.

“Source separated” means material separated at the point of generation from mixed solid waste that contains less than:

1. Ten percent of total weight in contaminating solid waste that is not a recyclable commodity, such as paper, glass, metal or wood; and
2. Thirty percent of total weight in contaminating solid waste that is not an inert;
and

3. Shall include no more than one percent of total weight in putrescible solid waste as part of the contaminating solid waste.

For purposes of this definition of “source-separated” material, “inert” means solid waste and recyclables that are source-separated and do not contain hazardous waste (as defined in 22 CCR Section 66261.3 et seq., and as may be amended from time to time), or soluble pollutants at concentrations in excess of applicable water quality objectives, none of which solid waste, recyclables or soluble pollutants contain putrescible wastes, including concrete (that may have steel reinforcing bar embedded in the concrete), fully cured asphalt, glass, plastics, fiberglass, asphalt or fiberglass roofing shingles, brick, slag, ceramics, plaster, clay and clay products and any other materials determined by CalRecycle to constitute inerts; further including all materials determined by the State Water Resources Control Board to constitute inerts, such as treated industrial wastes, dewatered bentonite-based and drilling mud; but excluding gravel, rock, soil, sand and similar materials as they exist in their natural state, whether processed or not, that have never been used in connection with any structure, development, grading or other human purpose.

“Western Placer Waste Management Authority Materials Recovery Facility (MRF)” means the materials recovery facility located at 3195 Athens Avenue, Lincoln, California, which is owned, operated and maintained by the Western Placer Waste Management Authority, a regional governmental joint powers authority of which the ~~city~~City is a constituent member.

9.17.030 Franchise required—Franchise application fee.

It is unlawful for any person to operate as a refuse hauler, including a refuse hauler of C&D waste from covered projects referenced in Section 9.17.050, without first obtaining a franchise from the ~~city~~City in accordance with this chapter. The franchise, if granted, shall be

nonexclusive. Consistent with the provisions of this chapter, an application for a nonexclusive refuse hauling franchise shall be filed with the director. The application fee shall be in the amount as established by resolution adopted by the [cityCity](#) Council, as amended from time to time. Notwithstanding the provisions of this section, a person who operates solely as a recycler shall not be required to obtain a franchise for refuse hauling.

9.17.040 Franchise term and franchise fee.

A franchise for refuse hauling shall be for a term of two years. In addition to a franchise application fee, each franchise shall be required to pay a franchise fee of six dollars and eighty-eight cents to the [cityCity](#) for every ton of refuse collected and disposed of within the [cityCity](#). The franchise fee set forth in this section may be amended from time to time by resolution of the [cityCity](#) council. The franchise fee shall be assessed based on the monthly reports required in Section 9.17.060, and shall be paid monthly by the franchisee upon submission of the required report.

A franchise may be renewed for one or more additional periods aggregating not more than two years, upon the recommendation of the director. Any person holding a franchise for refuse hauling shall obtain, provide and continuously maintain a [cityCity](#) business license, and shall obtain, provide and continuously maintain insurance pursuant to [cityCity](#) insurance requirements as set forth in Section 9.17.090.

If franchise fees are not paid by the franchisee at the times required by this section, then in addition to the franchise fees, the franchisee shall pay a late payment charge in an amount

equal to two percent of the franchise fee that is due, plus interest equal to one and one-half percent per month of the entire balance due until paid in full.

9.17.050 ~~Hauling and recycling of C&D waste from covered projects~~ Diversion requirements.

A. A covered project shall divert from disposal not less than ~~50-~~sixty-five percent (65%) by weight of the C&D waste generated from the covered project. All C&D waste shall be disposed of at the MRF.

B. A covered project shall divert one hundred percent (100%) of rock, soil, tree remains, tree, and other vegetative matter debris shall be diverted from disposal to landfills through recycling, composting, reuse and/or other diversion programs.

9.17.060 Plan required prior to issuance of building or demolition permit.

~~AB.~~ No grading, building or demolition permit shall be issued by the building division for a covered project until the department has approved a Construction, Renovation and/or Demolition Waste Recycling Plan (the "Plan") for the covered project. The Plan shall be submitted to the department for approval, in a format prescribed by the director, as a component of the construction, building, renovation or demolition process. The pPlan shall contain a reasonably accurate estimate of the tonnage or other specified units of C&D waste expected to be generated by the covered project and shall identify the refuse haulers and/or recyclers to be used for the disposal of C&D waste.

BC. During the term of the covered project, the project applicant shall recycle or divert the required percentage of C&D waste, in accordance with the approved ~~construction,~~

~~renovation and/or demolition waste recycling plan~~Plan and any procedures established by the director, and shall keep complete and accurate records thereof, including the weight of the C&D waste diverted.

C.D. Failure to comply with the requirements of this section, including, but not limited to, the requirements of the ~~construction, renovation and/or demolition waste recycling plan~~approved Plan and/or the obligation to keep complete and accurate records, may be grounds for issuance of a “stop work” order in addition to other remedies provided in this chapter and under state law.

9.17.070 Compliance with diversion requirements.

A.E. Within 30 days following the completion of the demolition phase of a covered project, and within 30 days following the completion of the construction phase of a covered project, the project applicant shall, as a condition precedent to final inspection and to issuance of any certificate of occupancy or final approval, submit a recycling report to the department, to demonstrate completion of compliance with the requirements of this section.

B. The report provided pursuant to this section shall show the types and tons or other amount of materials recycled, supported by written documentation of the records of measurement from the MRF. Receipts and weight tags will be used to verify that which is reported. The building division will not issue a certificate of occupancy unless the director or his or her designee first determines that the ~~construction, renovation and/or demolition waste recycling plan has been fulfilled~~covered project complied with the Plan.

9.17.080~~060~~ Reports required.

A. On a monthly basis, a person holding a refuse hauling franchise shall complete a monthly waste generation/disposal and diversion report, and submit that report to the department before the 15th day of each month setting forth the total tons of refuse hauled from the ~~city~~City and the total tons of refuse disposed at the MRF all during the preceding month. The report shall show the types and tons or other amount of materials recycled, supported by written documentation of the records of measurement from the MRF. Receipts and weight tags will be used to verify that which is reported.

B. Unless otherwise specified, all reports required by this section shall be in a format determined by the director or his or her designee.

C. If the monthly report required under subsection A is not filed by the due date, the report shall be deemed delinquent, and the franchisee shall pay to the ~~city~~City a delinquent report charge in the amount of \$50.00. If the report remains delinquent for more than 30 days, the franchisee shall pay to the ~~city~~City a delinquent report charge in the amount of \$100.00. Such delinquent report charge shall be in addition to any franchise fees or other charges payable by the franchisee for the same period of time.

9.17.~~090~~70 Regulations.

The director shall provide regulations as to the size, construction, and numbering of roll-on or other disposal boxes used by franchisees and may establish other regulations relating to refuse hauling services. Refuse haulers, including a refuse hauler of C&D waste from covered projects referenced in Section 9.17.050, shall be required to obtain an encroachment permit pursuant to Chapter 13.28 prior to placing any disposal box or other material within the public right-of-way.

9.17.100~~080~~ Rates.

Rates for refuse collection services provided by nonexclusive franchisees shall not be regulated by the ~~city~~City.

9.17.110~~090~~ License, bonds and insurance.

In addition to a valid ~~city~~City business license, every person operating as a refuse hauler within the ~~city~~City shall maintain public liability insurance in the amount of \$1,000,000.00 per occurrence, \$2,000,000.00 aggregate; and automobile liability insurance in the amount of \$500,000.00 per occurrence and \$1,000,000.00 aggregate.

Failure to continuously maintain any of the foregoing is unlawful and grounds for revocation of the franchise.

9.17.120~~100~~ Periodic refuse collection prohibited.

It is unlawful for any person, whether or not holding a franchise as a refuse hauler, to provide refuse disposal services on a regular or periodic basis. Franchises shall be issued only for temporary refuse hauling prior to issuance of an occupancy permit or for the collection of C&D waste. Regular ongoing or periodic refuse collection shall be provided by the ~~city~~City.

9.17.130~~110~~ Proper disposal of refuse and recyclables required.

All refuse collected, removed and/or disposed of by a person holding a nonexclusive refuse hauling franchise or a recycler of C&D waste from a covered project must be delivered to the MRF.

All refuse collected, removed and/or disposed of by a person holding a nonexclusive refuse hauling franchise, a recycler of C&D waste from a covered project or any other recycler

must be handled so that none of the refuse and/or recyclables drops, falls or spills upon the ground or in any way constitutes a nuisance.

9.17.140-115 Nonexclusive franchisee-provided solid waste containers.

A. General. Containers used for storage of solid waste must be designed and constructed to be watertight and prevent the leakage of liquids. All containers shall be painted and must prominently display the current name and telephone number of the franchisee, refuse hauler or recycler. Containers that do not display the current name and telephone number of the franchisee, refuse hauler or recycler will be considered an abandoned container pursuant to Section ~~9.17.116~~ 9.17.150.

B. Cleaning, Painting and Maintenance. Franchisee, refuse hauler or recycler shall make reasonable efforts to replace, clean or repaint all containers as needed so as to present a clean appearance.

9.17.116-150 Abandoned containers.

A. For the purposes of this section, a refuse or ~~recyclable material~~ recyclables container shall be considered "abandoned" or an "abandoned container" under any of the following circumstances:

1. Upon the nonexclusive franchisee's failure to remove the container within the time period specified by the director upon termination or revocation of the nonexclusive franchise pursuant to Section 9.17.1620(C).

2. Upon the nonexclusive franchisee's failure to remove the container within 30 days after the expiration of the nonexclusive franchise granted to the franchisee.

3. Upon the nonexclusive franchisee's failure to dispose of the contents of the container within five days after the director issues a written notice to franchisee to dispose of the contents of the container.

4. If the containers, including trash compactors, are located on **cityCity** property and do not prominently display the current name and phone number of the nonexclusive franchisee, refuse hauler or recycler as required under Section 9.17.7.115140.

B. If the franchisee, refuse hauler or recycler abandons any container used to provide nonperiodic commercial debris collection services, the **cityCity** may remove the container and/or dispose of the contents of the container.

C. If the **cityCity** removes a container abandoned by franchisee, refuse hauler or recycler and/or disposes of the contents of any container abandoned by franchisee, refuse hauler or recycler, the **cityCity** may charge franchisee, refuse hauler or recycler for all **cityCity** costs incurred in such removal and disposal. Franchisee, refuse hauler or recycler shall reimburse the **cityCity** for such costs within 10 days after issuance of the **cityCity**'s invoice for such costs.

D. If a container is abandoned in accordance with this section, the **cityCity** may do any of the following:

1. Use **cityCity** resources to move the abandoned container(s) to the **cityCity**'s Corporation Yard, located at 2005 Hilltop Circle in Roseville, California.

2. Notify the franchisee, refuse hauler or recycler by certified letter that the container is being stored at the **cityCity**'s Corporation Yard.

3. Require that any and all costs associated with the relocation of the abandoned container(s) be borne by the franchisee, refuse hauler or recycler and paid in full to the ~~city~~City prior to the ~~city~~City's return of said containers.

4. Dispose of the abandoned containers as necessary if within 90 days after the ~~city~~City takes possession of the abandoned container, the franchisee, refuse hauler or recycler does not reclaim the container and/or pay all relocation costs in full to the ~~city~~City.

9.17.16~~20~~ Franchise revocation—Liability.

A. Violation of state or county laws, this chapter or other provisions of the Roseville Municipal Code relating to garbage, rubbish, refuse hauling and recycling, collection, the franchise ordinance granting the individual franchise, or the regulations promulgated by the director pursuant to this chapter, shall be grounds for revocation of the franchise.

B. In the event the nonexclusive franchise is revoked:

1. Franchisee shall have no right or authority to engage in solid waste collection, transportation or disposal operations in the ~~city~~City.

2. Franchisee shall remain liable to the ~~city~~City for any and all franchise fees that would otherwise be payable by franchisee, for any and all late payment charges and interest assessed pursuant to Section 9.17.040 of this chapter and for any and all delinquent report charges assessed pursuant to Section 9.17.0~~680~~ of this chapter.

3. Franchisee shall have a continuing obligation to submit to the ~~city~~City all reports required by Section 9.17.0~~680~~ of this chapter which relate to solid waste activities performed by franchisee up to and including the date of termination.

C. In the event the nonexclusive franchise is terminated or revoked by the director, franchisee shall remove all of franchisee's solid waste containers from all of franchisee's collection service locations and shall properly dispose of all solid waste in such containers. Any solid waste containers belonging to franchisee and not removed within 10 days of the revocation of the franchise shall be considered an abandoned container pursuant to Section 9.17.14650.

9.17.125170 Franchise revocation—Appeal.

A. Any person aggrieved by or dissatisfied with any decision or determination of the director relating to the revocation of a franchise may appeal such action first to the ~~city~~City Manager and then, if applicable, to the ~~city~~City Council by filing a written appeal with the appropriate fee within 10 days from the date of action by the director or the committee's/commission's action. If the 10th day falls upon a weekend or holiday, the appeal period shall be extended to the end of the next business day. All appeals shall be filed with the ~~city~~City Clerk's office. The decision of the ~~city~~City Council on an appeal is final.

B. The failure to file and prosecute all appeals available pursuant to the provisions provided herein shall be deemed a failure to exhaust administrative ~~remedies, and~~remedies and shall act as a complete bar to any legal proceeding challenging the subject decision or determination.

9.17.130180 Permit compliance.

Compliance with this chapter may be listed as a condition of approval of any project.

9.17.190140 Transfer or assignment of franchise prohibited.

A person holding a nonexclusive refuse hauling franchise shall not sell, lease, transfer, assign or otherwise dispose of, either in whole or in part, whether by forced sale, merger, consolidation, reorganization or otherwise, a refuse hauling franchise issued pursuant to this chapter without first obtaining the prior written consent of the director. Any such consent shall be subject to terms and conditions as may be prescribed by the director. This restriction includes the transfer of ownership of the franchise, or a majority of ownership or control of the franchise or a conveyance of a majority of the franchise's stock to a new controlling interest. A franchise shall become void upon the abandonment of the business as determined by the director.

9.17.~~150~~200 Recycling encouraged.

Nothing in this chapter shall limit the right of an individual to donate, sell or otherwise dispose of recyclables, provided that such disposal is in accordance with the provisions of this chapter.

9.17.~~160~~210 Violations.

A. Violation of any provision of this chapter or the regulations adopted pursuant to this chapter is unlawful, and may be charged as a misdemeanor or infraction in the discretion of the ~~city~~City Attorney.

B. Violation of any provisions of this chapter or the regulations adopted pursuant to this chapter is declared to be a public nuisance, which may be abated by appropriate civil action.

C. The remedies provided in this chapter are cumulative and are in addition to any other remedies provided by law.

9.17.~~220~~170 Severability.

If any provision, clause, sentence or paragraph of the ordinance codified in this chapter or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the ordinance codified in this chapter which can be given effect without the invalid provision or application, and to this end the provisions of the ordinance codified in this chapter are severable. The ~~city~~City Council hereby declares that it would have adopted the ordinance codified in this chapter irrespective of the invalidity of any particular portion thereof.

SECTION 3. This ordinance shall be effective June 1, 2022 as an urgency measure.

SECTION 4. Urgency Ordinance.

This ordinance is hereby declared to be an urgency measure, immediately necessary for the public peace, health and safety and shall take effect June 1, 2022. A statement of urgency is as follows:

It is necessary to amend Chapters 9.12 and 9.17 of Title 9 of the Roseville Municipal Code pursuant to this urgency ordinance to conform with the requirements of Senate Bill 1383 – Short-lived Climate Pollutants and CalRecycle’s Organics Regulations (CCR Title 14 Division 7, Chapter 12), to secure \$193,659 in CalRecycle grant funding under the SB 1383 Local Assistance Grant Program, and for the orderly and necessary continuance of operations of the City.

SECTION 5. Posting.

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

PASSED AND ADOPTED by the Council of the City of Roseville this 1st day of June, 2022, by the following vote on roll call:

AYES COUNCILMEMBERS: Houdesheldt, Alvord, Roccucci, Mendonsa, Bernasconi

NOES COUNCILMEMBERS: None

ABSENT COUNCILMEMBERS: None



MAYOR

ATTEST:



Assistant City Clerk

**Development Agreement Fees
Imposed Since 2004**

Water Meter Retrofit/Conservation Program

Ordinance No. 4001

ORDINANCE NO. 4001

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE ADDING SECTION 14.04.100 OF CHAPTER 14.04, AND CHAPTER 14.07, AMENDING SECTIONS 14.08.020, 14.08.090, 14.08.091, 14.08.105, 14.08.106, 14.08.125, AND 14.08.126 OF CHAPTER 14.08, AND SECTION 14.16.100 OF CHAPTER 14.16 AND DELETING SECTION 14.08.110 OF CHAPTER 14.08 OF TITLE 14 RELATING TO WATER AND WASTEWATER ISSUES AND THE WATER METER RETROFIT PROGRAM

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. Section 14.04.100 of Chapter 14.04 of Title 14 of the Roseville Municipal Code is hereby added to read as follows:

Section 14.04.100 Billing for metered water services on multi-family parcels

As part of the meter retrofit program, billing for water services will be as follows:

- A. Multiple dwelling units on a single assessor parcel operating off of a single water service line.
 - 1. For a water service feeding three or less dwelling units, a monthly service charge based on the meter size will be established for each connection and residential metered water rates will be used to bill commodity charges.
 - 2. For a water service feeding more than three dwelling units, a monthly service charge based on meter size will be established and non-residential metered water rates will be used to bill commodity charges.
- B. Multiple water services serving a single dwelling unit, or multiple parcels maintained as a single residence.
 - 1. A monthly service charge based on the meter size will be established for each connection.
 - 2. Residential metered water rates will be used to bill commodity charges.
- C. Multiple units on multiple assessor parcels operating off of a single water service line.
 - 1. In the event a water service line serves two or more dwelling units on two or more parcels, the billing charges will be determined by the Environmental Utilities Director.
- D. Multiple privately owned units operating off of a common water system (such as, but not limited to, condominiums).
 - 1. Each owner unit will receive a flat-rate water bill. The flat rate will be calculated based on the amount due for the prior year's usage for the entire complex (not limited to a building or unit within the complex). The Environmental Utilities Director has the authority to calculate the rate each June using the prior twelve months of usage ending in April. The amount will be calculated as follows:
 - i. A monthly service charge based on the meter size for each connection.
 - ii. Non-residential water rates will be used to calculate commodity charges.

- iii. The monthly amount billed to each unit will be the total amount due for all meters and backflow maintenance and repair for the complex for the prior year, divided by the total number of units, divided by 12 months.
 - iv. If an owner (or owners) is/are delinquent, the unpaid balance will be collected through the use of all available legal means.
 - v. The water rates used will be the rates in effect on June 1st.
 - 2. The usage used to calculate the flat rate will include all usage to the complex including landscape irrigation, pools and common areas.
 - 3. The City will not adjust the rate to accommodate differences in dwelling size or occupancy.
 - 4. Each property owner, whether the dwelling is occupied or vacant, is required to maintain water service.
- E. Mobile home parks with a private on-site water system and metered as part of the retrofit program.
- 1. Each dwelling owner will receive a flat-rate water bill. The flat rate will be calculated based on the amount due for the park for the prior year's usage. The Environmental Utilities Director will calculate the rate each June using the prior twelve months of usage ending in April. The amount will be calculated as follows:
 - i. A monthly service charge based on the meter size for each connection.
 - ii. Non-residential water rates will be used to calculate commodity charges.
 - iii. The monthly amount billed to each unit will be the total amount due for all meters and backflow maintenance and repair for the park for the prior year, divided by the total number of mobile home pads, divided by 12 months.
 - iv. If a bill recipient is delinquent, the unpaid balance will be collected through the use of all available legal means.
 - v. The water rates used will be the rates in effect on June 1st.
 - 2. The usage used to calculate the flat rate will include all usage to the park including landscape irrigation, pools and common areas.
 - 3. The City will not adjust the rate to accommodate differences in dwelling size or occupancy.
 - 4. The dwelling owner, if the dwelling is vacant, is required to maintain water service. If the mobile home pad is not leased, the bill will be the responsibility of the owner of the mobile home park.
- F. Apartment complexes with a private on-site water system.
- 1. A monthly service charge based on the meter size will be established for each connection.
 - 2. Non-residential metered water rates will be used to bill commodity charges.
 - 3. The City will not provide individual water bills or allocate bills to individual occupants/users.

SECTION 2. Chapter 14.07 of Title 14 of the Roseville Municipal Code is hereby added to read as follows:

Chapter 14.07 Water Meter Retrofit Program

Section 14.07.010 Definitions

For the purposes of this chapter, the following are defined as:

- A. "Director" means the Environmental Utilities Director of the City.
- B. "Single-family parcel" means a single dwelling unit with one water service line and only one service connection point on a single assessor's parcel.
- C. "Multi-family parcel" means more than one dwelling unit operating off of one or more shared water service lines on a single assessor's parcel. (Excludes apartments, condominiums, and mobile home parks).
- D. "Apartment complex" means a complex where multiple dwelling units are located on a single parcel and dwelling units are not owned individually.
- E. "Condominium complex" means a complex where dwelling units are individually owned.
- F. "Private water system" means a water system where the service lines and related equipment are owned and maintained by the property owner.
- G. "Public water system" means a water system where the service lines and related equipment are owned and maintained by the City.
- H. "Master meter" means a meter that services more than one dwelling unit on a private water system.
- I. "Sub-metering" means breaking a master meter into components based on individual on-site meters.

Section 14.07.020 General meter retrofit installation provisions

- A. Installation of a water meter will be made at the separation of the public and private system within the public easement.
- B. City will install meter sized to meet anticipated demands based on owner direction.
- C. Meter installation work will be completed by the City of Roseville.
- D. The owner of the real property served by the City shall be charged with, and personally responsible for, all associated costs related to the installation of a water meter, or meters, on owned property and for any subsequent water meter surcharge.
- E. Each parcel shall have at least one metered service connection regardless of the number of dwelling units served.
- F. If owner chooses to abandon a water service line the City will disconnect it from the City's system.
- G. Sub-meters will not be utilized for billing by the City.

Section 14.07.030 Multi-family parcel meter installations

- A. Multiple units on a single assessor parcel operating off of a single water service line.
 - 1. A single meter will be installed on the existing water service line within the right of way (at existing curb stop).
 - 2. If requested by owner, the City can install additional meters at the property line within the public utility easement. Owner will be responsible for additional meter

installations. Full payment of meter installation cost is due upon installation. A ten-year repayment plan may be authorized by the Director, as provided in 14.07.050.

3. If multiple water services exist, the owner may combine the services to a single water service. The owner is responsible for combining the services and abandoning on site services where no meter will be installed.
4. If multiple surcharges are currently being billed, but fewer meter installations are actually installed, a refund (up to a maximum of 12 months) will be made for surcharges paid over and above the number of actual installations made.

B. Multiple water services serving a single dwelling unit, or multiple parcels owned by a single owner and maintained as a single residence.

1. Connections at each parcel will be verified by City.
2. The owner shall identify which connection(s) a meter will be installed on.
3. If multiple water services exist, the owner may combine the services to a single water service. The owner is responsible for combining the on-site services and abandoning on site services where no meter will be installed.
4. If multiple connections exist, the installation will be evaluated for cross connection control. Meter setters with dual check assemblies may be required, requiring the owner to install a thermal expansion relief to the system.
5. If property owner requests additional services, full payment of meter installation costs for these additional services is due upon installation. An alternate payment plan may be authorized by the Finance Director.

C. Multiple units on multiple assessor parcels operating off of a single water service line.

1. A single meter will be installed on the existing service line and additional meters, one for each parcel, will be installed at the property line within the public utility easement.
2. The property owner will be required to connect additional service lines and make whatever separation is required on site (including obtaining the proper building permit).
3. If separation is not completed, the owner of the property served through the adjacent parcel will be required to separate the on-site services upon any improvements to the property that would result in a water/sewer tenant improvement or upon sale of the property.
4. A ten-year repayment plan may be authorized by the Director, as provided in 14.07.050.

D. Multiple privately owned units operating off of a common (either public or private) water system (such as, but not limited to, condominiums).

1. One or more master meters will be installed at the separation between the public and private systems but within the existing public utilities easement.
2. Multiple points of connection will require multiple meter installations.
3. Cross connection surveys will be completed by City to determine the degree of hazard involved. Appropriate backflow prevention shall be installed by City with the meter improvements. This may require the owner to install a pressure relief feature on the water system.
4. A surcharge will be calculated based on the actual cost of metering and cross connection control. The total cost will be amortized over 10 years using the 5-

year average City pooled investment interest rate. The annual amount due will be divided on a per unit basis and billed to each unit owner monthly.

- E. Mobile home parks with a private on-site water system.
 - 1. One or more master meters will be installed at the separation between the public and private systems but within the existing public utilities easement.
 - 2. Multiple points of connection will require multiple meter installations.
 - 3. Cross connection surveys will be completed by City to determine the degree of hazard involved. Appropriate backflow prevention shall be installed by City with meter improvements. This may require the owner to install a pressure relief feature on the water system.
 - 4. Mobile home park owner is responsible for the cost of meter installation and system modification, if required.
 - 5. Payment terms for meter installation services will be arranged between the owner and the Finance Director.
- F. Apartment complexes with a private on-site water system.
 - 1. One or more master meters will be installed at the separation between the public and private systems but within the existing public utilities easement.
 - 2. Multiple points of connection will require multiple meter installations.
 - 3. Cross connection surveys will be completed by City to determine the degree of hazard involved. Appropriate backflow prevention shall be installed by City with meter improvements. This may require the owner to install a pressure relief feature on the water system.
 - 4. Mobile home park owner is responsible for the cost of meter installation and system modification, if required.
 - 5. Payment terms for meter installation services will be arranged between the owner and the Finance Director.

Section 14.07.050 Meter Retrofit Program.

- A. Surcharges for the meter retrofit program shall be imposed on each single-family and multi-family parcel based on the number of meters installed.
- B. The water meter surcharge and related water bill is the responsibility of the property owner.
- C. In order to account for the cost of retrofitting meters throughout the community, pursuant to federal mandate, the following rates are hereby imposed:
 - 1. Already metered: \$0.00/mo.
 - 2. Meter-ready: \$1.58/mo.
 - 3. Full meter retrofit: \$7.20/mo.
 - 4. Nonresidential customers: \$0.00/mo./DUE.
 - 5. Under certain circumstances, the surcharge will be based on actual cost of meter installation as identified within this chapter.
- D. For the purposes of this section "meter-ready" shall mean those services which have been made meter-ready by installation of a meter box and meter setter per city standards. Services made meter-ready by the city shall be charged according to the full meter retrofit rate.

E. For purposes of this section, "non-residential customers" shall be defined as commercial, industrial, manufacturing, or other non-residential land uses including residential complexes. Actual costs associated with meter installation will be due from these "non-residential customers" upon meter installation.

Section 14.07.060 Low-income meter retrofit surcharge reduction.

A. Effective July 1, 2001, any household with total income no greater than that specified by the U.S. Department of Housing and Urban Development as "very low income" may apply for a fifty percent reduction in the water meter retrofit surcharge as charged under the provisions of Section 14.08.106. Applications for a reduced surcharge shall be on forms supplied by the City. All information required to be given on such forms shall be supplied by the applicant on behalf of the household under penalty of perjury.

B. A reduced surcharge shall be granted a qualifying household which files applications with the Finance Director. A change of address terminates the reduction provided in this section, but a new application at a new address may be made and the reduced surcharge rate shall be allowed, if the requirements set out in this section are satisfied.

C. For the purposes of this section, a "qualifying household" is defined as any household which owns and currently resides at the address for which application is made, with a verifiable gross household income no greater than that specified by the U.S. Department of Housing and Urban Development as "Very Low Income" for Placer County.

D. The reduced surcharge will apply to future utility bills for the premises occupied by the applicant at the time of application. The reduction will not be applied retroactively.

E. The reduction provided in this section may be allowed in addition to the senior citizen rate reduction provided under Section 14.08.120.

Section 14.07.070 Prepayment of meter retrofit surcharge.

A. Effective with the inclusion of the meter retrofit surcharge on the monthly utility bill as provided in Section 14.08.106, the remaining meter retrofit surcharge due may be paid in full. The prepayment will be in accordance with a schedule discounting the monthly surcharge using a five and five tenths percent (5.5%) discount rate.

B. The prepayment will apply to the balance of the surcharge assigned to a premises. A change of address will not result in a credit for prior prepayment. If a surcharge has been assigned to the new premises, it will not be affected by a prepayment on a prior premises.

C. Prepayments may not be required as a result of sale or exchange of a residence.

D. Prepayments will be made to the utility billing office of the finance department.

SECTION 3: Sections 14.08.020, 14.08.090, 14.08.091, 14.08.105, 14.08.106, 14.08.110, 14.08.125 and 14.08.126 of Chapter 14.08 of Title 14 of the Roseville Municipal Code are hereby amended to read as follows:

Section 14.08.020 Service connections-Application-Costs.

A. The water division shall install service connections and lay service pipes up to the coterminous of the public easement or interest in land and the property of the applicant, except in

the case of improvements installed pursuant to the subdivision regulations, all of which improvements shall be the sole responsibility of the developer. Ordinarily, such service pipes shall terminate within two feet in back of a sidewalk. Where there is no sidewalk, the location of the terminal of the service pipes shall be determined by the Environmental Utilities Director based upon where a sidewalk would ordinarily be located. The responsibility of the city with respect to maintenance of such service connections and service pipes shall not extend, in any case, beyond the terminal of the service pipes or located of the water meter if one is installed.

B. The size of such service connections and pipes shall be determined by the applicant by reference to the Uniform Plumbing Code. The Environmental Utilities Director is not responsible for verifying the calculations and is not responsible for any pressure problems related to improperly sized services.

C. Prior to the installation of such service connections and pipes, the applicant shall pay to the city the estimated costs of installation.

D. The cost of installation shall be established by the Environmental Utilities Director or his designee, based upon the estimated costs of labor, materials, equipment costs and rentals, and administrative costs. Upon the completion of an installation and approving inspection of any connection, the director or his designee shall refund any amounts collected with the application which exceed the actual costs.

Section 14.08.090 Service charges for metered service

There shall be due and payable the following monthly charges, upon submission of the bill by the City to the owner of the property supplied with service, for all treated water measured by meters for residential, commercial, industrial and manufacturing or other purposes:

A. Monthly Quantity Rates.

		Inside City	Outside City
1.	Residential Accounts		
	First 1,200 cu. ft.	0.22 per 100 cu. ft.	.35 per 100 cu. ft.
	Next 3,800 cu. ft.	0.44 per 100 cu. ft.	.71 per 100 cu. ft.
	Over 5,000 cu. ft.	0.66 per 100 cu. ft.	1.05 per 100 cu. ft.
2.	Non-residential Accounts		
	All water use	0.44 per 100 cu. ft.	.71 per 100 cu. ft.

B. Monthly Service Charges.

Meter Size (Inches)	Peak Flow Rate (gallons per minute)	Inside City	Outside City
5/8	20	\$ 10.35	\$ 16.60
3/4	30	10.35	16.60
1	50	16.70	26.70
1-1/2	100	32.20	51.50
2	160	50.85	81.40
3	350	94.55	151.30
4	600	157.40	251.80
6	1250	312.30	499.70
8	1800	500.20	800.30
10	2900	718.60	1149.70
12	4300	1342.00	2147.20

C. The total amount due and payable shall be the sum of the monthly service charge plus the quantity rate. The monthly service charge is due and payable regardless of whether water has been consumed. The service charge shall be the greater of the charge based on the meter size or flow rate. No service charge shall be made for fire service that has backflow prevention with detector check devices approved by the Environmental Utilities Director.

D. For purposes of charging for treated water measured by meters:

1. A residential account is defined as a single metered water service which serves three or less dwelling units.
2. A nonresidential account is defined as a single metered water service which serves more than three dwelling units, or serves commercial, industrial, manufacturing, irrigation or other nonresidential land uses.

Section 14.08.091 Service charge outside city limits.

Charges for water service delivered outside the corporate limits of the city will be at a rate 60% higher than the customers residing within City of Roseville City limits.

Section 14.08.105 Installation of water meters-New Construction

A. New Construction. A water meter shall be required for all residential dwelling units for which a building permit was issued after January 1, 1992.

B. Installation and Location.

1. All water meters and metering equipment will be supplied and installed by the City upon the service premises at a location approved by the Environmental Utilities Director.
2. The following charges for water meter installation shall be made:
 - a. A seventy-five dollar (\$75.00) labor charge for installation shall be paid by the applicant for service prior to installation. The labor charge shall be increased by the Finance Director as labor costs increase, as reflected in the adoption of the City's salary ordinances.
 - b. A meter supply charge shall be paid by the applicant for service prior to installation. The meter supply charge shall be equal to the per meter amount of the most recent water meter bid awarded by the City.
 - c. In addition to the direct meter supply charge, additional charges any apply for meter appurtenances as required by the Environmental Utilities Director. This includes, but is not limited to, features required to make meter ready for remote reading.
 - d. A seventy-five dollar (\$75.00) water quantity charge per unit for water use during construction of residential units shall be paid by the applicant prior to meter installation. The water quantity charge shall be increased by the Environmental Utilities Director to reflect increases in water supply rates.
3. All water meters shall be safely accessible to authorized employees of the City at all times for inspection, testing and reading.
4. The City may require a customer to relocate a metering installation, at customer's expense, if any existing water meter location becomes inaccessible or for other operational needs.
5. Property owners of condominium and apartment complexes are liable for costs to install meters on their property upon receipt of bill for such services.

C. Rights of Access.

1. The City shall have the right of access to the customer's premises, at all reasonable hours for any purpose related to the furnishing of water service including, but not limited to meter reading, testing, inspection, construction, maintenance and repair of meter.
2. Service may be refused or disconnected if permanent safe accessibility is not provided by the customer.
3. Upon termination of service, the City shall have the right of access to the service premises to remove the water meter.

D. Customer Responsibilities.

It shall be the duty of each customer upon whose premises the city has installed a water meter to ensure that such meters are not damaged, destroyed or interfered with and, in the case of any defect in any such meter, to notify the city. The customer is also responsible for keeping the meter box clear and accessible for reading and maintenance by keeping landscape and other improvements from covering or encroaching over the meter box.

E. Metered Water Rate.

New services installed after January 1, 2002 will be placed on a metered water rate.

SECTION 4. Section 14.08.110 of Chapter 14.08 of Title 14 of the Roseville Municipal Code is hereby deleted.

SECTION 5. Sections 14.16.100.2 of Chapter 14.16 of Title 14 of the Roseville Municipal Code is hereby amended to read as follows:

Section 14.16.100.2 Low strength-low quantity commercial or industrial users.

A. For commercial or industrial users described in subsection A of Section 14.16.100.1, sewer units are as follows:

1. Special low-density use, one per five employees or fraction:
 - a. Parking garages,
 - b. Warehouses,
 - c. Storage facilities;
2. Low-density users, one-sixth per one thousand square feet:
 - a. Churches (without kitchen, meeting hall),
 - b. Low-usage retail stores:
 - Hardware stores
 - Appliance stores
 - Furniture stores
3. Medium-density users, one-third per one thousand square feet:
 - a. Theaters,
 - b. Offices,
 - c. Auditoriums, halls, lodges,
 - d. Retail stores,
 - e. Schools (without cafeterias or gymnasiums),
 - f. Banks, financial offices,
 - g. Bowling/entertainment centers (without kitchen);
4. High-density users, two-thirds per one thousand square feet:
 - a. Barber/beauty shops (with lavatories),
 - b. Bars,
 - c. Medical/dental offices,
 - d. Schools (with cafeterias or gymnasiums),
 - e. Service stations,
 - f. Sports/fitness centers;
5. Special commercial users:
 - a. Carwashes (per automatic washing stall), eight units,
 - b. Carwashes (per self-service stall), two units,
 - c. Laundromats, two-thirds per washer,
 - d. Markets (without disposal), two-thirds per one thousand square feet,
 - e. Markets (with disposal), two per one thousand square feet,
 - f. Restaurants, bakeries, cafes, two per one thousand square feet,
 - g. Mortuaries two per one thousand square feet,
 - h. Hospitals, one-half per licensed bed,
 - i. Resthome/convalescent hospital, one-third per licensed bed;
6. Other commercial or industrial users, based on study by the Environmental Utilities Director.

B. General Regulations:

1. Not less than one connection per building.
2. Special provisions can be made within each category where, in the judgment of the city Environmental Utilities Director, application of ordinance produces inequities or irregularities requiring revision.
3. Prescribed connection charges apply only to the particular uses listed; where multiple uses, within the meaning of the connection charge ordinance, are contained in the same structure, the city Environmental Utilities Director, at his discretion, will allocate the respective square footage or employment dedicated to each use, and will determine a composite collection charge composed of the respective collection charges for each such use.
4. Classification of shell buildings having no use when connecting to the sewage system shall be determined based on the judgment of the city Environmental Utilities Director based on building permit data, applicable zoning, and plans of the developer. Subsequent modifications to such buildings may result in reclassification and the assessment of additional incremental charges. No refunding of previously paid connection charges will be made where modifications are made to any structure which place it in a classification with a lower connection charge rates.

SECTION 6. This ordinance shall be effective at the expiration of thirty (30) days from the date of adoption.

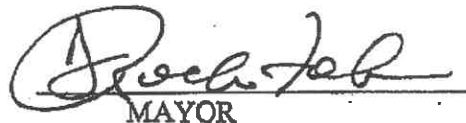
SECTION 7. The City Clerk is hereby directed to cause this ordinance to be published in full at least once within fourteen (14) days after it is adopted in a newspaper of general circulation in the City, or shall within fourteen (14) days after its adoption cause this ordinance to be posted in full in at least three (3) public places in the City and enter in the Ordinance Book a certificate stating the time and place of said publication by posting.

PASSED AND ADOPTED by the Council of the City of Roseville this 5th day of November, 2003, by the following vote on roll call:

AYES COUNCILMEMBERS: John Allard, Richard Roccucci, Jim Gray, Gina Garbolino, Rocky Rockholm

NOES COUNCILMEMBERS: None

ABSENT COUNCILMEMBERS: None


MAYOR

ATTEST:


City Clerk

**Sierra Vista Specific Plan Infrastructure Fee
Ordinance No. 4932**

ORDINANCE NO. 4932

**ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
ADDING CHAPTER 4.47 TO TITLE 4 OF THE ROSEVILLE MUNICIPAL CODE
RELATING TO THE SIERRA VISTA SPECIFIC PLAN MITIGATION FEE**

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. Chapter 4.47 of Title 4 of the Roseville Municipal Code is hereby added to read as follows:

Chapter 4.47

Sierra Vista Specific Plan Mitigation Fee

4.47.010	Purpose.
4.47.020	Definitions.
4.47.030	Establishment and Administration of SVSP Mitigation Fund.
4.47.040	Payment of SVSP Mitigation Fee.
4.47.050	Sierra Vista Plan Area and Owner Subarea Boundaries.
4.47.060	Residential Land Uses
4.47.070	SVSP Fee—CG Barbaccia Trust.
4.47.080	SVSP Fee—MILLC (Connely).
4.47.090	SVSP Fee—DF Properties.
4.47.100	SVSP Fee—Westpark Federico/MILLC.
4.47.110	SVSP Fee—MILLC (Bagley).
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Section 4.47.010 Purpose.

The City Council finds and declares that the purpose of this chapter is as follows:

- A. The General Plan of the City requires that new development within the City be provided, in a time frame related to its development, with an adequate level of public infrastructure so as to maintain adequate levels of public services and not adversely impact other areas.

- B. Development within newly approved specific plan areas of the City creates a need for additional public improvements to serve such specific plans. Such burdens may vary by the type of land use. Such burdens should be shared equitably between the areas of a specific plan approved for development.
- C. Analysis of the approved land uses within the Sierra Vista Specific Plan ("SVSP" or "Specific Plan") makes it possible to estimate the burden or need for various public improvements generated by different types of land uses. Analysis of the land use expected at buildout within the SVSP pursuant to the SVSP and the General Plan makes it possible to estimate the type and amount of public improvements and dedicated City park land necessary to support that additional land use. It is therefore possible to construct a fee, imposed on new development within the SVSP (excluding the portion thereof designated as Urban Reserve, for which no land use entitlements have been approved), which equitably spreads the burden of public improvements and park land dedication to development within the SVSP which creates the need for them. It is the intent of this chapter to create such a fee, spreading costs of public improvements and City Park Land dedication equitably to development within the SVSP which creates the need for such required public improvements and park land dedication, without generating any surplus to the general fund.
- D. The Fee established by this chapter has been calculated in the manner set forth in the Study, as hereinafter defined, so as to pay for those required public improvements and City park land dedication listed and identified in the Study and equitably allocate the costs and burdens thereof throughout the areas approved for development within the SVSP (excluding the portion thereof designated as Urban Reserve).
- E. The Fee established by this chapter is in addition to any other fees or charges required by law as a condition of development.
- F. The Fee established by this chapter is to be collected for public improvements, City park land dedication, and administration of the Fee, for which an account, with separate sub-accounts, has been established.
- G. That the failure to impose the conditions and regulations of this chapter relating to payment of the Fee on building permits (or small-lot final maps for single-family development, when applicable) would jeopardize the purpose of this Fee to equitably spread the costs and burdens of providing the required public improvements and City park land dedication throughout the Specific Plan, which will promote development of the Specific Plan as planned to the benefit of the future residents of the Specific Plan.
- H. The requirement of this chapter to pay the Fee for new development within the SVSP is necessary in order to assure compliance with the applicable zoning ordinance and general plan requirements for the public improvements and dedicated City park land funded by this chapter.

- I. That for a period of greater than 10 days prior to adoption of this chapter, data has been available to the public and to developers and their representatives indicating the cost or estimated cost of all the required public improvements and dedicated City park land to be funded, the revenue sources anticipated, and the means of spreading these costs.
- J. That the City Council has considered the effect of the Fee imposed by this chapter with respect to the housing needs of the City as a whole and of the region, particularly as required by the housing element of the General Plan, and the City Council finds that this chapter does not unduly adversely affect the City's ability to provide for such needs.
- K. That the establishment of the Fee is for the purpose of equitably sharing the costs and burdens of development throughout the Specific Plan, thereby promoting the financing of the capital projects necessary to provide and maintain the facilities required by the SVSP and the General Plan to serve the portion of the SVSP for which land use has been granted by the City.

Section 4.47.020 Definitions.

The following words are defined for purposes of this chapter as follows:

- A. "Administration" means the administration of this Fee by the City and/or its consultants in accordance with the Study and this chapter.
- B. "Administrator" means the administrator employed or retained by the City of Roseville for organizing, monitoring and administering this Fee.
- C. "Building permit" means the permit issued or required by the city for the construction of any structure pursuant to and as defined by the building code.
- D. "City Park Land" means the approximately 40-acre property within the Specific Plan to be dedicated to the City for a community park.
- E. "Fee" or "SVSP Fee" means the fee established by this Chapter 4.47. The Fee shall be collected prior to the approval of any building permit, or, if any Fee Reimbursements are then outstanding, prior to the approval of any Small-Lot Final Map for any single family residential development. The Fee shall be used solely to finance the Improvements and the City Park Land.
- F. "Fee Credit and Reimbursement Agreement" means an agreement between an SVSP developer and the City to provide Fee credits and/or Fee Reimbursements, to be funded solely by the Fee, in exchange for the construction of Improvements by the developer.
- G. "Fee Reimbursement" means a reimbursement to be paid to a developer from the Fee for financing the construction of Improvements pursuant to a Fee Credit and Reimbursement Agreement.

- H. "Improvements" means those public improvements or infrastructure shown and included in the Study, including ancillary appurtenances.
- I. "Public Facilities" means buildings or other improvements owned or to be owned by the City of Roseville, Placer County, school district, or other public entity or utility.
- J. "SVSP Mitigation Fund" means that special interest-bearing fund, including the sub-accounts thereof dedicated to fund the costs of Administration, City Park Land, and Improvement, established pursuant to Section 4.47.030.
- K. "Small-Lot Final Map" means a final subdivision map recorded in accordance with the Subdivision Map Act that creates lots upon which Building permits may be issued for the construction of single-family homes.
- L. "Study" means the "Sierra Vista Specific Plan Fee Program Nexus Study" prepared by Economic and Planning Systems, Inc., and dated March 2011, as may be updated from time to time by the City to support adjustments to the Fee. The Study and any fee update(s) are and shall be maintained on file in the office of the city clerk.

Section 4.47.030 Establishment and Administration of SVSP Mitigation Funds.

The finance director is directed to establish a special interest-bearing fund entitled the SVSP Mitigation Fund and to establish three (3) separate sub-accounts thereof to fund the costs of Administration, Improvements and City Park Land. All Fees collected pursuant to this chapter shall be deposited in the appropriate sub-accounts of the SVSP Mitigation Fund and expended solely to finance Administration, Improvements and City Park Land, as applicable.

Section 4.47.040 Payment of SVSP Mitigation Fee.

Except as otherwise provided by this chapter, the Fee imposed pursuant to this chapter shall be paid at or prior to the issuance of any building permit within the SVSP. If a Fee Reimbursement is then outstanding pursuant to a Fee Credit and Reimbursement Agreement when an owner seeks to record a Small-Lot Final Map for single-family development, the Fee imposed pursuant to this chapter shall be paid at or prior to the recordation of such Small-Lot Final Map, in accordance with the Study.

Calculation of the Fee shall be determined in accordance with the Study and this chapter depending upon where within the SVSP such development occurs, the type of development, and the extent of development. Descriptions of land use categories in this chapter, except as otherwise noted in the Study or the SVSP, are utilized in the same manner as in the General Plan. Portions of the Specific Plan planned for Public Facilities and for church use are exempt from the Fee.

Section 4.47.050 Sierra Vista Plan Area and Owner Subarea Boundaries.

The boundaries of the Sierra Vista Plan Area, excluding the portion thereof designated as Urban Reserve, and the Owner Subareas thereof responsible for payment of the Fee, are established as shown on that certain map entitled "Sierra Vista Specific Plan Owner Subarea Map," which is on file in the office of the city clerk and the Administrator and is incorporated herein by reference.

Section 4.47.060 Residential Land Uses

Consistent with the designations in the Specific Plan for the different types of residential uses within the Specific Plan, the abbreviations applied to the residential uses in the Fee Tables below mean the following: LDR: 0.5 to 6.9 units/acre; MDR: 7.0 to 12.9 units/acre; HDR: 13.0 or more units/acre; and MU: residential units within mixed use developments.

Section 4.47.070 SVSP Mitigation Fee — CG Barbaccia Trust.

The Fee in that portion of the SVSP which is in the CG Barbaccia Trust Owner Subarea shall be:

Land Use	Residential				Nonresidential		
	LDR	MDR	HDR	MU [1]	CC [1]	BP [1]	MU [1]
Net Fee Rates	<i>per unit</i>	<i>per unit</i>	<i>per unit</i>	<i>per unit</i>	<i>per sq. ft.</i>	<i>per sq. ft.</i>	<i>per sq. ft.</i>
City Park Land Fee	\$933	\$797	\$661	\$661	\$0.00	\$0.00	\$0.00
Infrastructure Fee	\$14,963	\$13,242	\$8,262	\$7,763	\$15.17	\$16.02	\$15.17
Administration Fee (Gross) @ 2%	\$276	\$243	\$150	\$155	\$0.30	\$0.32	\$0.30
Total SVSP Fee	\$16,172	\$14,282	\$8,073	\$8,579	\$15.47	\$16.34	\$15.47

^{*Fee_CGB*}

[1] Equals unadjusted gross infrastructure fee amount because this ownership entity does not currently have any of this type of land use within its area. Amounts would be adjusted if necessary because of land use changes.

Section 4.47.080 SVSP Mitigation Fee — MILLC (Connely).

The Fee in that portion of the SVSP which is in the MILLC (Connely) Owner Subarea shall be:

Land Use	Residential				Nonresidential		
	LDR	MDR	HDR [1]	MU [1]	CC	BP [1]	MU [1]
Net Fee Rates	<i>per unit</i>	<i>per unit</i>	<i>per unit</i>	<i>per unit</i>	<i>per sq. ft.</i>	<i>per sq. ft.</i>	<i>per sq. ft.</i>
City Park Land Fee	\$933	\$797	\$661	\$661	\$0.00	\$0.00	\$0.00
Infrastructure Fee	\$11,003	\$9,672	\$7,480	\$7,763	\$12.82	\$16.02	\$15.17
Administration Fee (Gross) @ 2%	\$276	\$243	\$150	\$155	\$0.30	\$0.32	\$0.30
Total SVSP Fee	\$12,212	\$10,712	\$8,291	\$8,579	\$13.12	\$16.34	\$15.47

^{*Fee_MF*}

[1] Equals unadjusted gross infrastructure fee amount because this ownership entity does not currently have any of this type of land use within its area. Amounts would be adjusted if necessary because of land use changes.

Section 4.47.090 SVSP Mitigation Fee — DF Properties.

The Fee in that portion of the SVSP which is in the DF Properties Owner Subarea shall be:

Land Use	Residential				Nonresidential		
	LDR	MDR	HDR [1]	MU [1]	CC	BP [1]	MU [1]
Net Fee Rates	<i>per unit</i>	<i>per unit</i>	<i>per unit</i>	<i>per unit</i>	<i>per sq. ft.</i>	<i>per sq. ft.</i>	<i>per sq. ft.</i>
City Park Land Fee	\$933	\$797	\$861	\$861	\$0.00	\$0.00	\$0.00
Infrastructure Fee	\$14,876	\$13,214	\$7,480	\$7,753	\$16.60	\$16.02	\$15.17
Administration Fee (Gross) @ 2%	\$276	\$243	\$150	\$155	\$0.30	\$0.32	\$0.30
Total SVSP Fee	\$16,085	\$14,254	\$8,291	\$8,579	\$16.90	\$16.34	\$15.47

Fee_DF

[1] Equals unadjusted gross infrastructure fee amount because this ownership entity does not currently have any of this type of land use within its area. Amounts would be adjusted if necessary because of land use changes.

Section 4.47.100 SVSP Mitigation Fee — Westpark Federico/MILLC.

The Fee in that portion of the SVSP which is in the Westpark Federico/MILLC Owner Subarea shall be:

Land Use	Residential				Nonresidential		
	LDR	MDR	HDR [1]	MU [1]	CC	BP [1]	MU [1]
Net Fee Rates	<i>per unit</i>	<i>per unit</i>	<i>per unit</i>	<i>per unit</i>	<i>per sq. ft.</i>	<i>per sq. ft.</i>	<i>per sq. ft.</i>
City Park Land Fee	\$933	\$797	\$861	\$861	\$0.00	\$0.00	\$0.00
Infrastructure Fee	\$11,988	\$10,442	\$6,310	\$6,593	\$13.10	\$16.02	\$13.10
Administration Fee (Gross) @ 2%	\$276	\$243	\$150	\$155	\$0.30	\$0.32	\$0.30
Total SVSP Fee	\$13,197	\$11,482	\$7,121	\$7,409	\$13.40	\$16.34	\$13.40

Fee_FED

[1] Equals unadjusted gross infrastructure fee amount because this ownership entity does not currently have any of this type of land use within its area. Amounts would be adjusted if necessary because of land use changes.

Section 4.47.110 SVSP Mitigation Fee — MILLC (Bagley).

The Fee in that portion of the SVSP which is in the MILLC (Bagley) Owner Subarea shall be:

Land Use	Residential				Nonresidential		
	LDR	MDR	HDR [1]	MU [1]	CC [1]	BP [1]	MU [1]
Net Fee Rates	<i>per unit</i>	<i>per unit</i>	<i>per unit</i>	<i>per unit</i>	<i>per sq. ft.</i>	<i>per sq. ft.</i>	<i>per sq. ft.</i>
City Park Land Fee	\$933	\$797	\$861	\$861	\$0.00	\$0.00	\$0.00
Infrastructure Fee	\$14,941	\$13,128	\$7,480	\$8,586	\$15.17	\$16.02	\$15.91
Administration Fee (Gross) @ 2%	\$276	\$243	\$150	\$155	\$0.30	\$0.32	\$0.30
Total SVSP Fee	\$16,150	\$14,168	\$8,291	\$9,402	\$15.47	\$16.34	\$16.21

Fee_BAG

[1] Equals unadjusted gross infrastructure fee amount because this ownership entity does not currently have any of this type of land use within its area. Amounts would be adjusted if necessary because of land use changes.

Section 4.47.120 SVSP Mitigation Fee — MILLC (Computer).

The Fee in that portion of the SVSP which is in the MILLC (Computer) Owner Subarea shall be:

Land Use	Residential				Nonresidential		
	LDR	MDR [1]	HDR [1]	MU [1]	CC [1]	BP [1]	MU [1]
Net Fee Rates	<i>per unit</i>	<i>per unit</i>	<i>per unit</i>	<i>per unit</i>	<i>per sq. ft.</i>	<i>per sq. ft.</i>	<i>per sq. ft.</i>
City Park Land Fee	\$933	\$797	\$661	\$661	\$0.00	\$0.00	\$0.00
Infrastructure Fee	\$14,562	\$12,148	\$7,990	\$7,763	\$15.17	\$16.89	\$15.17
Administration Fee (Gross) @ 2%	\$276	\$243	\$150	\$155	\$0.30	\$0.32	\$0.30
Total SVSP Fee	\$15,771	\$13,186	\$8,801	\$8,579	\$15.47	\$17.21	\$15.47

fee_COMP

[1] Equals unadjusted gross infrastructure fee amount because this ownership entity does not currently have any of this type of land use within its area. Amounts would be adjusted if necessary because of land use changes.

Section 4.47.130 SVSP Mitigation Fee — MILLC (Wealth).

The Fee in that portion of the SVSP which is in the MILLC (Wealth) Owner Subarea shall be:

Land Use	Residential				Nonresidential		
	LDR	MDR [1]	HDR [1]	MU [1]	CC [1]	BP [1]	MU [1]
Net Fee Rates	<i>per unit</i>	<i>per unit</i>	<i>per unit</i>	<i>per unit</i>	<i>per sq. ft.</i>	<i>per sq. ft.</i>	<i>per sq. ft.</i>
City Park Land Fee	\$933	\$797	\$661	\$661	\$0.00	\$0.00	\$0.00
Infrastructure Fee	\$13,847	\$12,379	\$7,480	\$7,763	\$15.17	\$16.02	\$15.17
Administration Fee (Gross) @ 2%	\$276	\$243	\$150	\$155	\$0.30	\$0.32	\$0.30
Total SVSP Fee	\$15,058	\$13,419	\$8,291	\$8,579	\$15.47	\$16.34	\$15.47

fee_WEALTH

[1] Equals unadjusted gross infrastructure fee amount because this ownership entity does not currently have any of this type of land use within its area. Amounts would be adjusted if necessary because of land use changes.

Section 4.47.140 SVSP Mitigation Fee — Baseline P&R LLC.

The Fee in that portion of the SVSP which is in the Baseline P&R LLC Owner Subarea shall be:

Land Use	Residential				Nonresidential		
	LDR	MDR [1]	HDR [1]	MU [1]	CC [1]	BP [1]	MU [1]
Net Fee Rates	<i>per unit</i>	<i>per unit</i>	<i>per unit</i>	<i>per unit</i>	<i>per sq. ft.</i>	<i>per sq. ft.</i>	<i>per sq. ft.</i>
City Park Land Fee	\$933	\$797	\$661	\$661	\$0.00	\$0.00	\$0.00
Infrastructure Fee	\$14,828	\$13,073	\$8,199	\$8,482	\$16.05	\$16.90	\$16.05
Administration Fee (Gross) @ 2%	\$278	\$243	\$150	\$155	\$0.30	\$0.32	\$0.30
Total SVSP Fee	\$16,037	\$14,113	\$9,010	\$9,298	\$16.35	\$17.22	\$16.35

fee_BASE

Section 4.47.150 SVSP Mitigation Fee — Baybrook LP.

The Fee in that portion of the SVSP which is in the Baybrook LP Owner Subarea shall be:

Land Use	Residential				Nonresidential		
	LDR	MDR [1]	HDR [1]	MU	CC [1]	BP [1]	MU
Net Fee Rates	<i>per unit</i>	<i>per unit</i>	<i>per unit</i>	<i>per unit</i>	<i>per sq. ft.</i>	<i>per sq. ft.</i>	<i>per sq. ft.</i>
City Park Land Fee	\$933	\$797	\$661	\$661	\$0.00	\$0.00	\$0.00
Infrastructure Fee	\$9,895	\$12,146	\$7,480	\$4,959	\$15.17	\$16.02	\$11.86
Administration Fee (Gross) @ 2%	\$276	\$243	\$150	\$155	\$0.30	\$0.32	\$0.30
Total SVSP Fee	\$10,904	\$13,186	\$8,291	\$5,775	\$15.47	\$16.34	\$11.96

Fee_BAY

[1] Equals unadjusted gross infrastructure fee amount because this ownership entity does not currently have any of this type of land use within its area. Amounts would be adjusted if necessary because of land use changes.

Section 4.47.160 (Reserved.)

Section 4.47.170 Existing development.

No Fee pursuant to this chapter shall be charged for already existing development or for projects which rebuild or remodel without increasing the number of residential units and/or square footage of non-residential development, except as provided in this section. Where any development or project expands or remodels, it shall be charged the appropriate Fee as provided by Sections 4.47.070 through 4.47.150; provided, however, that the Fee shall be calculated only as to that portion of the development or project which is expanded or remodeled.

Section 4.47.180 Fee challenges.

- A. In their development agreements with the City for the development of the SVSP, the owners requested that the City adopt and administer this Fee to be applied to all projects within the SVSP. When this Fee is adopted, and as and when the Fee is updated, any owner within the SVSP may apply to the Administrator for a reduction or adjustment to the Fee as applied to its Owner Subarea based on the absence of any reasonable relationship or nexus between the impacts of the owner's project and the amount of the Fee or based on any alleged errors in the calculation of the Fee consistent with the Study. The application shall be made in writing and filed with the Administrator not later than 20 calendar days after adoption of the Fee or any update or annual adjustment of the Fee by the City. The application shall state in detail the factual basis for the claim of reduction or adjustment and the amount of the proposed reduction or adjustment. The Administrator shall consider the application and render his decision in writing not later than 45 calendar days after the filing of the fee adjustment request. Any person aggrieved by the decision of the Administrator may, within 20 calendar days thereafter, appeal the decision in writing to the City Council by filing an appeal with the city clerk. The City

Council shall consider such appeals within 45 calendar days after filing. The decision of the City Council shall be final. No building permit shall be considered final or complete for purposes of the Permit Streamlining Act (Government Code Section 65920, et seq.), or any other purpose, until a final decision pursuant to this section has been made.

- B. Notwithstanding the provisions of subsection A, a project proponent or applicant with an application timely pending pursuant to subsection A may pay the Fee "under protest" and receive a building permit or approval to record a Small-Lot Final Map. If a reduction or adjustment is approved after payment pursuant to this subsection is made, a refund to the applicant shall be made of that amount by which the fee is reduced or adjusted.
- C. The project proponent or applicant applying for a reduction or adjustment shall have the burden of proof, by a preponderance of the evidence, that a reasonable relationship or nexus is lacking between the Fee and the project, or that the calculation of the Fee is incorrect and inconsistent with the Study and this chapter.
- D. In the event of any reduction or adjustment in the Fee granted pursuant to this section, any later change in the use, zoning, or land use designation for the property involved shall subject the then owner to payment of the then applicable fee for new uses, zoning, or land use designation, whether or not a building permit is required.

Section 4.47.190 Annual Fee adjustments.

The Fee established by this chapter shall be adjusted annually on July 1st in accordance with the provisions of the Study. Such adjustments may include percentage changes based on general changes in construction costs over the prior year and/or based on actual cost experiences and/or revised cost estimates for the Improvements, as determined by the Administrator. The Administrator's determination of general changes in annual construction costs may be based upon averaging the Construction Cost Index (CCI) for 20 cities and for San Francisco, as published in the Engineering News Record publication for the preceding 12 months ending in May. Adjustments to the portion of the Fee for the City Park Land (and for adjustments based on dedications of land for the Improvements) shall be based on re-appraisals and/or updated appraisals of land values. The resultant Fee shall be rounded to the nearest dollar figure.

Section 4.47.200 Adoption in compliance.

When monies in the SVSP Mitigation Fund are disbursed for use, the Fees shall be used to finance the acquisition of the City Park Land, the construction of the Improvements and the administration of the Fee Program. To the extent sufficient Fees are available, all Improvements financed by the Fees shall be constructed or acquired in accordance with the priorities established in the Study and any Fee Credit and Reimbursement Agreements.

Section 4.47.210 Chapter is severable.

If any provision of this chapter or the application thereof to any person or circumstance held invalid, such invalidity shall not affect the other provisions of this chapter which can be given effect without the invalid provision or its application, and to this end the provisions of this chapter are severable.

SECTION 2. This ordinance shall be effective at the expiration of thirty (30) days from the date of adoption.

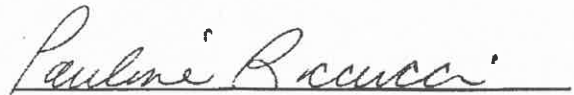
SECTION 3. The City Clerk is hereby directed to cause this ordinance to be published in full at least once within fourteen (14) days after it is adopted in a newspaper of general circulation in the City, or shall within fourteen (14) days after its adoption cause this ordinance to be posted in full in 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 20th day of April, 2011, by the following vote on roll call:

AYES: COUNCILMEMBERS: Allard, Herman, Garcia, Rohan, Roccucci

NOES: COUNCILMEMBERS: None

ABSENT: COUNCILMEMBERS: None


MAYOR

ATTEST:


City Clerk

Development Agreements

Please refer to the Development Agreements on the
City of Roseville's website:

<http://www.roseville.ca.us/cms/One.aspx?portalId=7964922&pageId=8774576>

Annual Development Impact Fee Report
(JPA and SPWA Funds)



Fiscal Year Ended June 30, 2022

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Reporting Requirements for Development Impact Fees

In California, State legislation sets certain legal and procedural parameters for the charging of development impact fees ("DIFs"). This legislation was passed as AB1600 by the California Legislature and is now codified as California Government Code Sections (GC §) 66000 through 66008 ("Mitigation Fee Act"). This State law went into effect on January 1, 1989.

GC § 66006(b) states the following requirements as pertains to DIFs:

For each separate account or fund established, the local agency shall, within 180 days after the last day of each fiscal year, make available to the public the following information for the fiscal year:

- (A) A brief description of the type of fee in the account or fund.
- (B) The amount of the fee.
- (C) The beginning and ending balance of the account or fund.
- (D) The amount of the fees collected and interest earned.
- (E) An identification of each public improvement on which fees were expended and the amount of expenditures on each improvement including the total percentage of the cost of the public improvement that was funded with fees.
- (F) An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete.
- (G) A description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and, in the case of an interfund loan, the date on which the loan will be repaid, and the rate of interest that the account or fund will receive on the loan.
- (H) The amount of refunds made (as pursuant to GC § 66001(e)) due to sufficient funds being collected to complete financing on incomplete public improvements, and the amount of reallocation of funds made (as pursuant to GC § 66001(f)) due to administrative costs of refunding unexpended revenues exceeding the amount to be refunded.

GC § 65865(e) also requires that any development agreement entered into on or after January 1, 2004, the City shall comply with GC § 66006 with respect to any fee it receives or cost it recovers.

Description of Development Impact Fees

Sewer Connection Fees

Sewer connection fees are established pursuant to Municipal Code Chapter 14.16. Two sewer connection fees are collected when development occurs – a regional sewer connection fee and a local sewer connection fee. The local sewer connection fee is reported in the City of Roseville's Annual Development Impact Fee Report. Additional fees may be applicable to properties within sewer special benefit assessment areas.

- *Regional Sewer Connection Fees* - The regional sewer connection fee is charged for each sewer unit required within the Regional Treatment Plan Service Area connected to the city-owned public sewer. The service area includes the City of Roseville and portions of Placer County and South Placer Municipal Utility District.

Traffic Mitigation Fees

In 1988, the City of Roseville adopted a citywide Traffic Mitigation Fee Program, requiring new development within the City to pay traffic impact fees. The fees collected through this program, in addition to other funding sources, allows the City to construct transportation improvements identified in its Capital Improvement Program (CIP). The fee program assesses fair-share costs to other jurisdictions based on their impact on the individual roadways from new development.

This fee applies to all new development in the City. The developers in Specific Plan Areas have built, or will construct, more than the minimum amount of improvements from their funds and will receive a credit for those improvements. Additional fees collected by the City on behalf of regional fee programs:

- *Highway 65 Joint Powers Authority Fee Program* – The cities of Roseville and Rocklin, along with Placer County, formed a joint powers authority for the purpose of funding four interchanges on Highway 65. The interchanges include Stanford Ranch Road/Galleria Boulevard, Pleasant Grove Boulevard, Blue Oaks Boulevard and Sunset Boulevard. The fee program assesses fair-share costs to each jurisdiction based on their impact on the individual improvements from new development. City of Roseville serves as staff to the JPA and administers the fee program.

Fund Balance Summary

Sewer Connection Fees										
Regional Sewer Connection Fees										
Document Establishing Fee	Project	Fee Formula	Starting Balance	Fees Collected (Refunded)	Interest Earned	Interfund Transfer In/(Out)	Expenditures	Ending Balance as of June 30, 2022	Sufficient Funds to Complete Project?	% of CIP Funded by Fee
Roseville Municipal Code Chapters 14.16		Ord. 6100	\$90,528,954	58,982,689	1,180,616	-	(9,125,343)			
	Pleasant Grove UV						(202,872)		Yes-Started 2021	100
	PGWWTP-Energy Rec.						(3,637,976)		Yes-Started 2019	90
	PGWWTP-Expansion 2020						(24,056,782)		Yes-Started 2019	100
	Dry Creek & Pleasant Grove WWTP Capacity Evaluation						(281,198)		Yes-Started 2021	100
	Regional Pump Station 26 and Force Main Capacity Improvement						(165,791)		Yes-Started 2021	100
								\$113,222,296		

Regional Sewer Connection Project Fee Project Descriptions

Pleasant Grove UV (Project# 500165) - Due to changes in water quality and regulations, the current Pleasant Grove UV disinfection system is undersized for the projected rated capacity needed after the completion of the Pleasant Grove Expansion Project. This project expands the UV system capacity.

PGWWTP-Energy Recovery (Project# 500166) - Upon completion of the Pleasant Grove Expansion Project, the Pleasant Grove Wastewater Treatment Plant will produce bio-methane from the newly constructed digesters. Absent the Energy Recovery Project, the bio-methane would be burned in a flare, which is not environmentally sound. Once complete, bio-methane produced from the wastewater treatment plant will be conditioned for use in clean air refuse vehicles.

PGWWTP - Expansion 2020 (Project# 500167) - Expand wastewater treatment plant capacity. This project will add primary clarifiers, anaerobic digesters, and solids thickening equipment to the existing PGWWTP treatment process. This will increase the plant's treatment capacity from 9.5 to 12 million gallons per day and is expected to provide sufficient capacity to accommodate growth within the South Placer Wastewater Authority service area through 2035.

Dry Creek and Pleasant Grove WWTP Capacity Evaluation (Project# 500199) - This project is a field study to confirm the computer model capacity predictions contained in the WW System Evaluation project.

Regional Pump Station 26 and Force Main Capacity Improvement (Project# 500200) - This project will Increase available capacity in the Old Auburn Boulevard trunk sewer and associated lift stations.

Traffic Mitigation Fees										
Highway 65 Joint Powers Authority Fee Program										
Document Establishing Fee	Project	Fee Formula	Starting Balance	Fees Collected (Refunded)	Interest Earned	Interfund Transfer In/(Out)	Expenditures	Ending Balance as of June 30, 2022	Sufficient Funds to Complete Project?	% of CIP Funded by Fee
Resolution No. 90-312	Highway 65- Galleria/ Stanford	Joint Powers Agreement Oct, 15, 1990; Amended Aug. 18, 1992	\$480,169	1,273,929	1,947	-	(1,239,069)	\$516,976	No	100

The Highway 65 Joint Powers Authority Board approved a plan for funding the construction of various Highway 65 Interchange Projects that included the commitment of funds from the Authority along with funds from the Cities of Roseville and Rocklin and the County of Placer. The participants remitted funds to the Authority in advance of the construction. In addition, the City of Roseville constructed projects using City of Roseville funds. The projects were dedicated to the Authority through a reimbursement agreement. Pursuant to the agreement, the cities and the County will be reimbursed through future traffic mitigation fees collected by the Authority.

Traffic Mitigation Fee Project Descriptions

Highway 65-Galleria/Stanford (Project# 400060) –The proposed project would modify the SR 65 NB ramps at the Galleria Boulevard/Stanford Ranch Road interchange as well as reconfigure the lanes along Galleria Boulevard/Stanford Ranch Road. The project would construct the following:

- Dual left turn lanes onto the NB SR 65 slip on-ramp.
- Protected median left turn pockets at the NB and SB ramp intersections, eliminating the inside trap lanes.
- Right turn pocket for the SB approach along Stanford Ranch Road to the NB slip on-ramp.
- Widened NB SR 65 to NB Stanford Ranch Road slip off-ramp from one to two lanes at the ramp terminus. Off-ramp will include a signalized intersection at Stanford Ranch Road.
- Widened NB slip on-ramp to two metered general purpose lanes plus an HOV preferential lane.
- Modified terminus of the NB loop off-ramp to reduce speeds and enhance safety for all modes utilizing the facility.

Attachment 1:
Fee Ordinances, Resolutions and
Agreements

Sewer Connection Fees:

Regional Sewer Connection Fees

Ordinance No. 6100

ORDINANCE NO. 6100

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING SECTION 9.12.100 OF CHAPTER 9.12 OF TITLE 9, AMENDING SECTIONS 14.08.025, 14.08.090, 14.08.091, AND 14.08.100 OF CHAPTER 14.08 OF TITLE 14, DELETING SECTION 14.08.091 OF CHAPTER 14.08 OF TITLE 14, AND AMENDING SECTIONS 14.16.060, 14.16.080, 14.16.200 AND 14.16.201 OF CHAPTER 4.16 OF TITLE 14 OF THE ROSEVILLE MUNICIPAL CODE REGARDING GARBAGE, WATER AND WASTEWATER RATES AND SERVICES

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. Section 9.12.100 of Chapter 9.12 of Title 9 of the Roseville Municipal Code is hereby amended to read as follows:

9.12.100 Charges for collection.

A. Residential.

1. Each and every householder or tenant occupying any dwelling, house, or residence, shall pay to the city, or its authorized agent, a fixed minimum charge as set forth in this section as a refuse fee. Such fixed minimum is based upon service of one call per week, irrespective of whether there is any refuse to remove from any premises.

2. Ninety-Gallon Automated Container Service. For each premises assigned city-owned 90-gallon containers (one for household garbage and one for yard clippings and green waste) and serviced by automated collection, all garbage, and green waste for collection must be contained within the 90-gallon container(s) with the lid closed and must fall freely from container when dumped. Each such premises shall be provided weekly collection for trash; green waste will be collected every other week.

3. Refuse service may be discontinued upon request for a period of no less than two months when a dwelling, house, or residence will be unoccupied. The minimum time of discontinuing service will be two months. A service charge equal to two months' refuse charge will be charged to the utility user for the removal and redelivery of the assigned automated container when service has been temporarily discontinued. This service charge will be paid at the time service is discontinued. Upon occupancy of a dwelling, house or residence, the utility user must contact the city to restart service and will be charged an associated restart fee. If the occupant of a dwelling, house, or residence does not contact the city to restart service, the city may bill back to the discontinuance of service all monthly charges.

4. For collection of additional containers beyond those covered by the fixed minimum charges established in this chapter, the collection charge shall be that identified in this section.

5. An additional or special pickup may be requested beyond the minimum service required by this chapter. Each such additional or special pickup shall be subject to a fixed fee.

6. Rates for Residential Collection. Effective July 5, 2019, and July 1, 2020, the residential rates on billings shall be as follows:

Residential Refuse Service	Effective 7/5/2019	Effective 7/1/2020
Fixed refuse monthly charge (one trash container and one green waste container as identified in Section 9.12.100(A)(2))	\$25.57	\$26.85
Additional empty of a 60- or 90-gallon refuse container	\$16.72	\$17.55
Each additional green waste container	\$9.28	\$9.75
Each additional 90-gallon refuse container	\$17.48	\$18.36
Additional empty of a green waste container	\$12.29	\$12.90
Refuse 60- or 90-gallon replacement charge	\$74.69	\$78.42
Fixed fee for the return of a confiscated green waste container due to contamination	\$119.41	\$125.38
Temporary removal of a residential service	\$51.12	\$53.68
Move in box pick-up	\$90.39	\$94.91
Temporary dumpster delivery and removal and per yard charge (6 yards only)	\$125.30	\$131.56

Residential Special Services	Effective 7/5/2019	Effective 7/1/2020
Restart Service (per occurrence)	\$25.00	\$26.25
Green/Waste Contamination Fee (per occurrence)	\$25.00	\$26.25
Overloaded Cart (per occurrence)	\$10.00	\$10.50
Return Trip Charge Same day (per occurrence)	\$10.00	\$10.50
Return Trip Charge Off day (per occurrence)	\$25.00	\$26.25
Cart Exchange (in excess of 1x/12 months)	\$25.00	\$26.25

B. Commercial.

1. A landlord, property owner, or property manager or management company of each and every store, shop, apartment, house, rooming house, factory or other nonresidential use that has a commercial dumpster shall pay to the city, or its authorized agent, a fixed minimum charge as set forth by the city council as a refuse fee. Such fixed minimum is based upon service of one call per week, irrespective of whether there is any refuse to remove from any premises.

A landlord, property owner, property manager or management company with multiple tenants who must share a commercial dumpster shall be responsible for the refuse utility bill of the tenants.

2. Commercial Dumpster, Roll-On, and Additional Services. The environmental utilities director may approve the placing of garbage or rubbish in containers other than 30-gallon cans or 90-gallon automated cans (such as dumpsters or roll-on containers) as provided in Section 9.12.060. The fixed fee and additional service charges are established by subsections (A)(6) and (B)(7). In such cases, the environmental utilities director shall cause a study of the service to be made, and charges will be established based on the cost of performing the service. Such charge shall include all costs to the city, including, but not limited to, labor, equipment operation, maintenance and depreciation, administrative overhead, recycling, landfill closure and landfill operation costs. Standard commercial charges for basic hand-pickup dumpsters and roll-on containers may be established by the environmental utilities director subject to the approval of the city council.

An additional or special pick up may be requested beyond the minimum service required by this chapter. Each such additional or special pick up shall be subject to a fixed fee.

Temporary commercial services must be charged to a City of Roseville customer utility account. A "garbage only" account may be requested for temporary services. See Chapter 14.04 Utility Customer Billing, Accounting and Collections for information about establishing a new account.

Timeframe for temporary customer service. Temporary dumpsters for commercial use must be serviced weekly and removed within a 90 day period. It is the customer's responsibility to schedule services. If a temporary dumpster is not emptied within seven consecutive days of its delivery or last collection, the account shall be assessed a weekly rental fee per Section 9.12.100(B7): Rates for Commercial Collection.

3. Commercial customers that fall into the following categories are required by state law to subscribe to organics recycling services.

a. On and after April 1, 2016, a business that generates eight cubic yards or more of organic waste per week shall arrange for recycling services specifically for organic waste.

b. On and after January 1, 2017, a business that generates four cubic yards or more of organic waste per week shall arrange for recycling services specifically for organic waste.

c. On and after January 1, 2019, a business that generates four cubic yards or more of commercial solid waste, as defined in Section 42649.1, per week, shall arrange for recycling services specifically for organic waste.

4. On or after January 1, 2020, if the department determines that statewide disposal of organic waste has not been reduced to 50 percent of the level of disposal during 2014, a business that generates two cubic yards or more per week of commercial solid waste shall arrange for the organic waste recycling services specified in subsection (B)(3), unless the department determines that this requirement will not result in significant additional reductions of organics disposal.

5. Multifamily dwellings will not be required to recycle food waste, but will need to provide proof to the city that other organics such as green waste are being recycled or diverted from the landfill in an appropriate manner. The city can also provide green waste services, if necessary.

The city will be the primary collector of all organic waste materials, unless a business had services in place before September 28, 2014, the date AB 1826 was approved. Any business with a collection contract before this date can continue with providers until the contract expires. Once the contract expires the business will default to city service.

6. An additional or special pickup may be requested beyond the minimum service required by this chapter. Each such additional or special pickup shall be subject to a fixed fee.

7. Rates for Commercial Collection. Effective July 5, 2019, and July 1, 2020, the commercial rates on billings shall be as follows:

Frontloader and Rearloader Commercial Services*	Effective 7/5/2019	Effective 7/1/2020
Frontloader and rearloader commercial dumpster and sidewalk can per yard charge *Plus premium for rearloader services (more detail below)	\$10.49	\$11.01
Frontloader and rearloader compactor per yard charge	\$18.90	\$19.85
Frontloader cardboard dumpster and compactor per yard charge	\$13.93	\$14.63

Commercial Special Services	Effective 7/5/2019	Effective 7/1/2020
Rear Loader Service Premium (this will be an additional charge equivalent to an associated percentage of the monthly base rate)	25%	25%
Recyclable Material Contamination Fee (per occurrence)	\$25.00	\$26.25
Green/Waste Contamination Fee (per occurrence)	\$25.00	\$26.25
Overloaded Container (per occurrence)	\$25.00	\$26.25
Lock Service – Admin Set up (per occurrence)	\$15.00	\$15.75
Lock Service – Lock Cost (per occurrence)	\$15.00	\$15.75
Lock Service – Per Month	\$10.00	\$10.50
Push/Pull Charges (per container month)	\$15.00	\$15.75
Extra Pickup Charge (of monthly rate per pickup + return trip charge)	25%	25%
Exchange Cart (per cart)	\$25.00	\$26.25
Exchange Bin (per occurrence)	\$75.00	\$78.75
Return Trip Charge Same day (per occurrence)	\$10.00	\$10.50
Return Trip Charge Off day (per occurrence)	\$25.00	\$26.25

Additional Commercial Service Rates	Effective 7/5/2019	Effective 7/1/2020
Roll-Off Return Charge (per occurrence)	\$30.00	\$31.50
Relocation Charge/Trip Charge(per event – includes roll-off return charge)	\$50.00	\$52.50

Roll-Off Commercial Open Top and Compactor Services*	Effective 7/5/2019	Effective 7/1/2020
Minimum charge per haul (base rate) without tonnage* All sizes	\$312.43	\$328.05
Roll-off 100% recycling bin	\$171.08	\$179.63

* Tonnage charges (tipping fees) vary by material type, and are determined by the Western Placer Waste Management Authority. With city department head approval, some entities may pay tonnage charges directly to Western Placer Waste Management Authority.

Temporary Frontloader, Rearloader and Roll-Off Charges*	Effective 7/5/2019	Effective 7/1/2020
Frontloader and rearloader temporary dumpster delivery and removal charge	\$62.38	\$65.50
Frontloader and rearloader temporary dumpster per yard charge (plus trip fee for extra pickups)	\$10.49	\$11.01
Frontloader and rearloader temporary dumpster rental fee per week	\$59.38	\$62.35
Roll-off temporary dumpster minimum charge per haul (base rate)	\$312.43	\$328.05
Tonnage (per ton charge)*		
Roll-off temporary dumpster rental fee per week	\$107.82	\$113.22
Roll-Off temporary 100% recycling bin	\$171.08	\$179.63

* Tonnage charges (tipping fees) vary by material type, and are determined by the Western Placer Waste Management Authority.

Additional Commercial Service Rates*	Effective 7/5/2019	Effective 7/1/2020
Standby service charge per occurrence (in 15 minute increments)	\$60.00	\$63.00
Solid Waste Minimum Charge	\$28.68	\$30.11
Emergency after hours call out service charge per occurrence	\$161.46	\$169.53
Fixed monthly minimum commercial charge	\$28.68	\$30.11
60- or 90-gallon automated container monthly charge	\$25.57	\$26.85
Commercial bin assistance charge per occurrence	\$45.17	\$47.43
Fixed fee for additional pick-up of a city owned 60- or 90-gallon automated container	\$16.72	\$17.55
Compactor cleaning	Minimum 2.5 hours labor cost	
Compactor lock replacement	0.5 hours of labor cost plus \$8.00 lock replacement	

* The amounts billed to commercial customers will vary with the types of service and the number of pickups in a billing period.

** Green waste containers available only in limited areas.

A. **Shared Compactor Rates.** Shared compactor rates are applicable to the City of Roseville downtown specific plan area. Exact rates are determined on a site-specific basis based on the following criteria:

	Cost per 1,000 square feet of building area or per dwelling unit Effective 7/5/2019	Cost per 1,000 square feet of building area or per dwelling unit Effective 7/1/2020	
Below are the square footage rates for shared compactors. If a customer's site-specific charge does not exceed the fixed minimum charge, they will be subject to the monthly fixed minimum charge.			

Monthly Minimum (Fixed)	\$28.68	\$30.11	
Tier 1: Cost per 1,000 square feet of building area or per dwelling unit	\$5.99	\$6.28	Tier 1 includes business types that are determined low use by the environmental utilities director. Typical examples of low use are retail and office establishments and small apartment units.
Tier 2: Cost per 1,000 square feet of building area	\$24.16	\$25.37	Tier 2 includes business types that are determined medium use by the environmental utilities director. Typical examples of medium use are relatively smaller establishments such as bars and grills, coffee shops and delis; selling or serving food but not considered a full-service restaurant.
Tier 3: Cost per 1,000 square feet of building area	\$51.04	\$53.59	Tier 3 includes business types that are determined high use by the environmental utilities director. A typical example of high use is full-service restaurants, restaurant/bakeries, and similar establishments. Full-service restaurants are defined as primarily dine-in establishments with established menus, and a minimum of two meals per day (e.g., lunch and dinner).

B. Shared Compactor Organic Tiers. Organics tiers are applicable to some shared compactor units depending on compactor tier and usage type. Exact rates are determined on a site-specific basis based on the following criteria:

Commercial Shared Compactor Organic Tiers	Effective 7/5/2019	Effective 7/1/2020
Tier 1	\$0.00	\$0.00
Tier 2	\$81.93	\$86.03
Tier 3	\$163.81	\$172.00

C. Rates for Commercial Organic Waste Collection. Effective July 5, 2019 and July 1, 2020, the commercial organic waste collection rates on billings shall be as follows:

Organic Waste Collection Rates	Minimum Monthly Charge (Effective 7/5/2019)	Minimum Monthly Charge (Effective 7/1/2020)
0-2 yards	\$81.93	\$86.03
0-4 yards	\$163.81	\$172.00
5 yards	\$204.77	\$215.01
6 yards	\$245.69	\$257.97
7 yards	\$286.77	\$301.10
8 yards	\$327.62	\$344.00
9 yards	\$368.53	\$386.96
10 yards	\$409.49	\$429.96
11 yards	\$450.57	\$473.09
12 yards	\$491.37	\$515.94
Extra pickup for one yard bin or cart equivalent	\$61.45	\$64.52
Extra pickup for two yard bin or cart equivalent	\$81.93	\$86.03

SECTION 2. Section 14.08.025 of Chapter 14.08 of Title 14 of the Roseville Municipal Code is hereby amended to read as follows:

14.08.025 Water connection fees.

A. In order that appropriate provision be made for sharing the costs of the maintenance and expansion of the raw water supply, water treatment, storage, and distribution facilities of the city by those who receive the benefits thereof, there are established connection fees to such facilities, which fees shall be imposed in addition to the service connection costs charged pursuant to Section 14.08.020. Such additional water connection fees include a “standard connection fee” and an “irrigation connection fee.” The fees shall be set so that they are equal to, but not greater than, the cost of service.

B. The water connection fees shall be based upon the applicable “dwelling unit equivalent” (“DUE”) and density assignment. The fee for one DUE shall be \$9,363.00 (per LDR unit), \$5,618.00 (per MDR unit), \$3,636.00 (per HDR unit) and \$9,363.00 (per Non Residential unit) on July 1, 2018.

C. The connection fee amount set forth above shall be adjusted annually on July 1st of each year by three percent or by a percentage equal to the inflation rate for the prior year for construction costs as determined by the environmental utilities director in the preceding June, whichever is greater. The director’s determination of the percentage equal to the inflation rate for the prior year for construction costs shall be based upon the Engineering News Record, Construction Cost Index for the prior 12 months ending in May. The environmental utilities director shall report the amount of the adjustment in percentage terms and the dollar amount due per DUE to the city council annually at the first regular meeting of the council following the adjustment of the fee.

D. Except as otherwise provided, all water connection fees established by this chapter shall be payable upon issuance of a building permit. Connection fees will be determined using the amount in effect on the date of building permit issuance.

SECTION 3. Section 14.08.090 of Chapter 14.08 of Title 14 of the Roseville Municipal Code is hereby amended to read as follows:

14.08.090 Service charges for metered service.

There shall be due and payable the following monthly charges, upon submission of the bill by the city to the owner of the property supplied with service, for all treated water measured by meters for residential, commercial, industrial and manufacturing or other purposes:

A. Monthly Quantity Rates. Effective July 5, 2019 and July 1, 2020, the monthly quantity rates on billings shall be as follows:

	Effective 7/5/2019	Effective 7/1/2020
Potable water usage (per 100 cubic feet)	\$1.30	\$1.34
Recycled water usage (per 100 cubic feet)	\$0.65	\$0.67

*

B. Monthly Service Charges. Effective July 5, 2019 and July 1, 2020, the monthly service charges on billings shall be as follows:

Meter Size (inches)	Peak Flow Rate (gallons per minute)	Effective 7/5/2019	Effective 7/1/2020
Up to 3/4	30	\$27.26	\$28.08
1	50	\$42.07	\$43.34
1-1/2	100	\$79.09	\$81.47
2	160	\$123.51	\$127.22
3	350	\$264.20	\$272.13
4	630	\$471.52	\$485.67
6	1300	\$967.61	\$996.64
8	2800	\$2,078.26	\$2,140.61
10	4200	\$3,114.89	\$3,208.31

C. The total amount due and payable shall be the sum of the monthly service charge plus the quantity rate. The monthly service charge is due and payable regardless of whether water has been consumed. The service charge shall be the greater of the charge based on the meter size or flow rate, with the following exceptions:

1. No service charge shall be made for fire service that has backflow prevention with detector check devices approved by the environmental utilities director.

2. No service charge shall be made for recycled water utility back-up systems that are required for reliability only and have backflow prevention and metering approved by the environmental utilities director. This exclusion does not extend to systems that are regularly required as part of normal operation. The recycled water operation shall be responsible for water volumetric charges for these services and any costs associated with meter maintenance.

D. For purposes of charging for treated water measured by meters:

1. A residential account is defined as a single metered water service which serves three or less dwelling units.

2. A nonresidential account is defined as a single metered water service which serves more than three dwelling units, or serves commercial, industrial, manufacturing, irrigation or other nonresidential land uses.

E. For single-family residential services that require automatic fire protection systems pursuant to Section 16.16.120, the increased meter size will not be assessed an additional charge associated with the fire protection system requirement. Service charges shall be based on the required service size as determined by the Uniform Plumbing Code without consideration for any fire protection system required by Section 16.16.120.

SECTION 4. Section 14.08.091 of Chapter 14.08 of Title 14 of the Roseville Municipal Code is hereby deleted in its entirety:

14.08.091 Service charge outside city water service area.

SECTION 5. Section 14.08.100 of Chapter 14.08 of Title 14 of the Roseville Municipal Code is hereby amended to read as follows:

14.08.100 Flat water rates.

The following service charges shall apply to flat rate consumers that the environmental utilities director determines are not cost effective to assign metered rates. The environmental utilities director shall conduct a water use study for consumers whom he or she determines may not be reasonably metered, and the director shall assign such consumers to an appropriate service rate level as set forth in this section. Water service rates for flat rate residential consumers shall be due and payable on a monthly basis according to the appropriate grouping set out in this section.

Effective July 5, 2019, and July 1, 2020, the flat rates on billings shall be as follows:

Nonmetered or Flat Service Charges	Effective 7/5/2019	Effective 7/1/2020
Single-family lots under 4,900 square feet; each mobile home unit not within a park maintaining its own distribution system and service; each dwelling unit of duplexes, triplexes, fourplexes, unmetered apartments and other multiple living units; other detached living units; and offices and stores with less than peak use of 250 gallons per day	\$37.38	\$38.51
Single-family lots 4,901 to 8,900 square feet	\$42.13	\$43.40
Single-family lots 8,901 to 12,000 square feet	\$45.79	\$47.17
Single-family lots 12,001 to 15,000 square feet	\$49.36	\$50.85
Single-family lots existing before July 1, 1977, which are in excess of 15,000 square feet	\$54.36	\$58.16
Mobile home parks, per living unit	34.47	35.51
All those single-family lots over 15,000 square feet, created on or after July 1, 1977, shall be metered pursuant to Section 14.08.105		

SECTION 6. Section 14.16.060 of Chapter 14.16 of Title 14 of the Roseville Municipal Code is hereby amended to read as follows:

14.16.060 Local sewer connection fee.

- A. A local sewer connection fee shall be charged in accordance with Section 14.16.010 for each connection to the city-owned public sewer.
- B. The local sewer connection fee shall be \$363.00 per sewer unit.
- C. The Construction Cost Index (CCI) inflationary fee adjustment shall become effective July 1, 2013. The fee established by this chapter shall be adjusted annually July 1st beginning on July 1, 2013 by a percentage equal to the adjustment rate for the prior year for construction costs as determined by the director in the preceding June. The director's determination shall be based upon averaging the Construction Cost Index (CCI) for 20 cities and for San Francisco, as published in the Engineering News Record publication for the preceding 12 months ending in May. The resultant fee shall be rounded to the nearest dollar figure.

SECTION 7. Section 14.16.080 of Chapter 14.16 of Title 14 of the Roseville Municipal Code is hereby amended to read as follows:

14.16.080 Regional sewer connection fee.

A. A regional sewer connection fee shall be charged in accordance with Section 14.16.010 for each sewer unit connected to the city-owned public sewer.

B. The regional sewer connection fee shall be \$7,854.00.

C. The fee established by this chapter shall be adjusted annually on July 1st by a percentage equal to the adjustment rate for the prior year for construction costs as determined by the director in the preceding June. The director's determination shall be based upon averaging the Construction Cost Index (CCI) for 20 cities and for San Francisco, as published in the Engineering News Record publication for the preceding 12 months ending in May. The resultant fee shall be rounded to the nearest dollar figure.

SECTION 8. Section 14.16.200 of Chapter 14.16 of Title 14 of the Roseville Municipal Code is hereby amended to read as follows:

14.16.200 Monthly unit sewer service charge established.

Except as otherwise provided in this chapter, a monthly unit sewer service charge shall be paid by each user connected to the city-owned public sewer. The monthly unit sewer service charge on billings shall be:

A. The monthly sewer charge shall be \$40.55 per sewer unit, effective on billings as of July 5, 2019, and \$42.18 per sewer unit, effective on billings as of July 1, 2020.

B. The monthly sewer service charges for those located outside of the city limits shall be 10 percent higher than the monthly sewer charges for those located inside city limits.

SECTION 9. Section 14.16.201 of Chapter 14.16 of Title 14 of the Roseville Municipal Code is hereby amended to read as follows:

14.16.201 Sacramento Regional County Sanitation District monthly unit sewer service charge established.

Except as otherwise provided in this chapter, a monthly unit sewer service charge shall be paid by each user connected to the Sacramento Regional County District's sewer system and located within Roseville city limits. Effective July 5, 2019, the monthly sewer charge shall be \$40.55 per sewer unit. Effective July 1, 2020, the monthly sewer charge shall be \$42.18.

SECTION 10. This ordinance shall be effective at the expiration of thirty (30) days from the date of adoption or on July 5, 2019, whichever occurs later.

SECTION 11. 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 15th day of May, 2019, by the following vote on roll call:

AYES COUNCILMEMBERS: Bernasconi, Alvord, Roccucci, Houdesheldt

NOES COUNCILMEMBERS: None

ABSENT COUNCILMEMBERS: None



MAYOR

ATTEST:



City Clerk

Traffic Mitigation Fees

Highway 65 Joint Powers Authority Fee Program

Joint Powers Agreement

October 15, 1990

As Amended August 18, 1992

9169

JOINT POWERS AGREEMENT FOR THE FINANCING AND
CONSTRUCTION OF INTERCHANGES ON STATE HIGHWAY 65
CITY OF ROCKLIN CITY OF ROSEVILLE
COUNTY OF PLACER

This Agreement is entered into as of October 15, 1990 by and between the County of Placer, a political subdivision of the State ("County"), and the City of Rocklin and the City of Roseville, municipal corporations organized and existing under the laws of the State of California ("Cities").

RECITALS

1. The County and Cities have the common powers to acquire real property and, with the consent and cooperation of the California State Department of Transportation, to finance and construct freeway interchanges.

2. The County and Cities have determined that the public interest will be served by the joint exercise of these powers through this Agreement and the creation of a joint powers authority to plan for, finance, and construct four interchanges on State Highway 65 to serve their respective jurisdictions and spheres of influence.

AGREEMENT

3. Authority and Purpose.

This Agreement is made pursuant to Chapter 5 of Division 7 of the Title 1 of the California Government Code (commencing with section 6500) (the "Law") relative to the joint exercise of powers common to the County and Cities. The purpose of this Agreement is to provide for the planning, financing, and construction of four interchanges to State Highway 65 located in the jurisdictions of the County and Cities through the creation of a joint powers authority. The four interchanges and their approximate location are shown on Exhibit A attached to this Agreement and incorporated herein.

4. Creation of Authority and Jurisdiction.

There is hereby created the "Bizz Johnson" Highway Interchange Joint Powers Authority ("Authority") a public entity separate from the County and Cities, whose

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CITY OF ROSEVILLE
BY ma

jurisdiction is as shown and described in Exhibit B, attached hereto and by this reference incorporated herein.

5. Term and Termination.

This Agreement shall be effective as of that date first stated above. It shall remain in effect until the purpose stated in paragraph 3 is fully accomplished and all bonds or other instruments of indebtedness issued by the Authority, if any, have been paid, or until terminated by the unanimous agreement of the respective governing bodies of the County and Cities in accordance with the law.

6. Powers

The Authority shall have all powers necessary or reasonably convenient to carry out the purpose stated in paragraph 3, including but not limited to the following:

A. Administration:

- 1) to secure administrative office space and furnishings;
- 2) to contract for or employ administrative, technical, and support staff;
- 3) to acquire, operate, maintain, and dispose of materials, supplies, equipment and insurance of all types to effect or facilitate achievement of the Authority's purpose;
- 4) all powers incidental to the foregoing.

B. Interchange Construction:

- 1) To develop a plan or formula for determining the timing and sequence of construction of the four interchanges;
- 2) to contract for or employ staff to conduct studies and surveys; to prepare reports; to prepare plans, specifications, and other bid documents; to administer construction contracts; and to coordinate the construction projects with all affected governmental agencies;
- 3) to lease, acquire or dispose of real property by negotiation, dedication, or eminent domain;

4) to lease, acquire, operate, maintain and dispose of materials, supplies, and equipment of all types to effect the construction of the four interchanges;

5) to construct or cause to be constructed the four interchanges and all related or appurtenant structures;

6) all powers incidental to the foregoing.

C. Financing:

1) to accept, hold, invest (pursuant to section 6509.5 of the Law), manage, and expend monies for administrative purposes and for construction of the interchanges;

2) to levy fees and taxes, enter into lease-purchase agreements, and to issue bonds and incur other forms of indebtedness as provided in sections 6547.1, 6547.5, and 6547.6 of the Law to fund the construction of the interchanges and all related costs, including all administrative costs;

3) to form a special assessment district under the Improvement Act of 1911, the Municipal Improvement Act of 1913, the Improvement Bond Act of 1915, or any other authority that exists now or in the future;

4) to form a special tax district under the Mello-Ross Community Facilities District Act or any other authority that may exists now or in the future;

5) to negotiate and enter into reimbursement agreements when monies to construct one or more interchanges are advanced;

6) to develop and adopt an interchange construction financing plan that may include a mechanism for borrowing funds collected for one interchange to fund another;

7) all powers incidental to the foregoing.

7. Duties.

The Authority shall have the duty to do the following within the times specified or, if no time is specified, within a reasonable time:

A. to retain legal counsel for all Authority business, including litigation;

B. to secure liability and errors and omission insurance;

C. to develop and adopt, within 12 months of the date of this Agreement, a plan or formula for determining the timing and sequence of construction of the four interchanges, and an interchange construction financing plan. The plan or formula for determining the timing and sequence of construction shall provide that the Harding Boulevard interchange shall be the first to be constructed. The construction financing plan shall acknowledge the payment of any fees transferred to the Authority under paragraph 8.D.6) and any reimbursement obligations relating thereto, and shall incorporate the relevant terms and conditions of any agreement entered into by the County or either member City with a landowner under which funds were advanced for the construction of one or more of the four interchanges, or a waiver of protest rights was made.

8. Administration.

A. Governing Board -- Membership. The Authority shall be administered by a board of directors ("Board") consisting of three directors and three alternates. One director and one alternate shall be current members of the County's Board of Supervisors; one director and one alternate shall be current members of the Rocklin City Council; and one director and one alternate shall be current members of the Roseville City Council. Each director and each alternate shall be appointed by the Board of Supervisors or the City Council of which he or she is a member and shall serve at the pleasure of the appointing body. Alternates shall serve as directors in the absence of the director representing the same jurisdiction as the alternate.

B. Meetings.

1) Regular Meetings. The Board shall by resolution establish the number of regular

meetings to be held each year and the date, hour, and location at which such regular meetings shall be held; provided, however, that the resolution shall provide for at least one (1) regular meeting quarterly.

2) Special Meetings. Special meetings of the Board may be called in accordance with the provisions of section 54956 of the California Government Code.

3) Conduct of Meetings. All meetings of the Board shall be held in accordance with Chapter 9 of Part 1 of Division 2 of Title 5 of the California Government Code (commencing with 54950) (California Open Meeting Law).

4) Minutes. The Secretary of the Authority shall cause minutes of all meetings of the Board to be kept and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each member of the Board and to the County and Cities.

5) Quorum. Two (2) directors of the Board shall constitute a quorum for the transaction of business, except that less than a quorum may adjourn from time to time. Except as provided in paragraph 9, actions of the Board shall require the affirmative vote of a majority of the entire Board.

C. Procedures.

1) The Board shall elect a Chair from among its membership to preside at meetings and shall select a Secretary who may, but need not, be a member of the Board.

2) The Board may adopt by resolution rules of procedure not inconsistent with the provisions of this Agreement to govern the conduct of its meetings.

3) Members of the Board of Directors shall comply with Title 9 of the California Government Code (commencing with 81000) (Political Reform Act of 1974).

D. Fiscal Matters.

1) Treasurer and Auditor.

a) Except as provided in b) below, the treasurer and auditor of County are designated the treasurer and auditor of the Authority with the powers, duties, and responsibilities specified in section 6505 and 6505.5 of the Law.

b) In lieu of the designations in a), above, the Board may appoint one or more of its employees to either or both of the positions of treasurer or auditor as provided in section 6505.6 of the Law. Such appointment shall supersede the designation made in a), above. The persons or persons appointed by the Board under this paragraph shall have the powers, duties and responsibilities specified in sections 6505 and 6505.5 of the Law.

2) Custodian of Property. The treasurer and auditor of the Authority shall be the public officers who have charge of, handle, and have access to the Authority's property and shall file with the Authority an official bond in the amount fixed by the County and Cities.

3) Accounts and Reports. The Board shall establish and maintain such funds and accounts as may be required by good accounting practice. The books and records of the Authority shall be open to inspection at all reasonable times to the County and Cities and their respective representatives. The Authority, within 120 days after the close of each fiscal year, shall give a complete written report of all financial activities for such fiscal year to the County and Cities. The accounts shall be prepared and maintained by the treasurer and auditor of the Authority. The written reports shall be prepared by an independent certified public accountant employed by the Authority.

4) Budgets. The Board shall adopt a budget no later than 90 days after the effective date of this Agreement and no later than June 30 of each year thereafter.

5) Contributions. Within 90 days of the effective date of this Agreement the County and Cities shall contribute to the Authority start-up funds in the amounts determined by the Board. The Board may request additional amounts to be contributed in the future from the County and the Cities which amounts shall be allocated proportionately among the County and Cities based on the traffic trip ends contained in the report entitled "Final Report Interagency Plan for the Financing of Highway 65 Interchange Improvements" dated July 1, 1988 and prepared by Ralph Andersen & Associates or based on another allocation method adopted by the Board. The Board may provide for the reimbursement of all funds contributed by the County and Cities under this Agreement from funds collected for the interchange construction projects.

6) Assignment and Transfer of Funds. Within 90 days of the effective date of this Agreement, the County and each member City shall assign or otherwise transfer to the Authority its rights and obligations relating to the financing and construction of one or more of the four interchanges in connection with the payment of any fee or under any agreement with a landowner under which funds were advanced for the construction of one or more of the four interchanges or a waiver of protest rights was made. The County and each member City shall, concurrent with the assignment or other method of transfer, transfer to the Authority any funds received from a landowner.

9. Voting.

Notwithstanding paragraph 8.B.5), the following actions require three votes of the Board, with each director or alternate voting in accordance with the direction given by his or her appointing body:

- A. To acquire real property by eminent domain;
- B. To levy a tax;
- C. To order formation of an assessment or special tax district;
- D. To authorize the sale of bonds;
- E. To award contracts in excess of \$1,000,000.00;

F. To approve the annual budget.

G. To make a financial commitment with a term of more than one year;

H. To establish limits of liability and errors and omissions insurance;

I. To adopt or amend the plan or formula for determining the timing and sequence of construction of the four interchanges, or to approve construction that is at variance with the approved plan or formula;

J. To determine the amount of the initial contributions of start-up funds, and to adopt or to amend the method of allocating contribution obligations under paragraph 8.D.5).

10. Exercise of Powers.

The powers and duties described in this Agreement shall be exercised and carried out subject only to such restrictions upon the manner of exercising such powers or carrying out such duties as are imposed upon the City of Roseville in the exercise of similar powers or in carrying out similar duties as provided in section 6509 of the law.

11. Debts and Liabilities.

The debts, liabilities and obligations of the Authority shall not constitute a debt, liability or responsibility of the County or the Cities, either jointly or individually.

12. Liberal Construction.

The provisions of the Agreement, and in particular the provisions of paragraphs 6, 7 and 8, shall be liberally construed as necessary or reasonably convenient to achieve the purposes of the Authority.

13. Disposition of Property.

Prior to termination under paragraph 5 the Authority shall dispose of all of its property in a manner determined by the Authority to be most beneficial to the parties hereto. The proceeds of such disposal and any other surplus money shall be distributed to the parties in the same proportion as their original contribution.

14. Severability.

Should any part, term, or provisions of this Agreement be decided by the courts to be illegal or in conflict with any law of the State of California, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining portions or provisions shall not be affected thereby.

15. Successor and Assignment.

This agreement shall be binding upon and shall inure to the benefit of the successors of the parties. No party may assign any right or obligation hereunder without the consent of the others.

16. Amendments.

This Agreement may be amended only by the unanimous agreement of the County and Cities.

The parties have executed and attested this Agreement as of the date first above written.

COUNTY OF PLACER

By *Alfred Ferreira*
Chair, Board of Supervisors

ATTEST:

Georgia Hake
Clerk Placer County

10.3.89

CITY OF ROCKLIN
A MUNICIPAL CORPORATION

By *Carlos Dominguez*
Mayor

ATTEST:

Andrea Bidwell
City Clerk, City of Rocklin

CITY OF ROSEVILLE
A MUNICIPAL CORPORATION

By *Alex Vannon*
City Manager

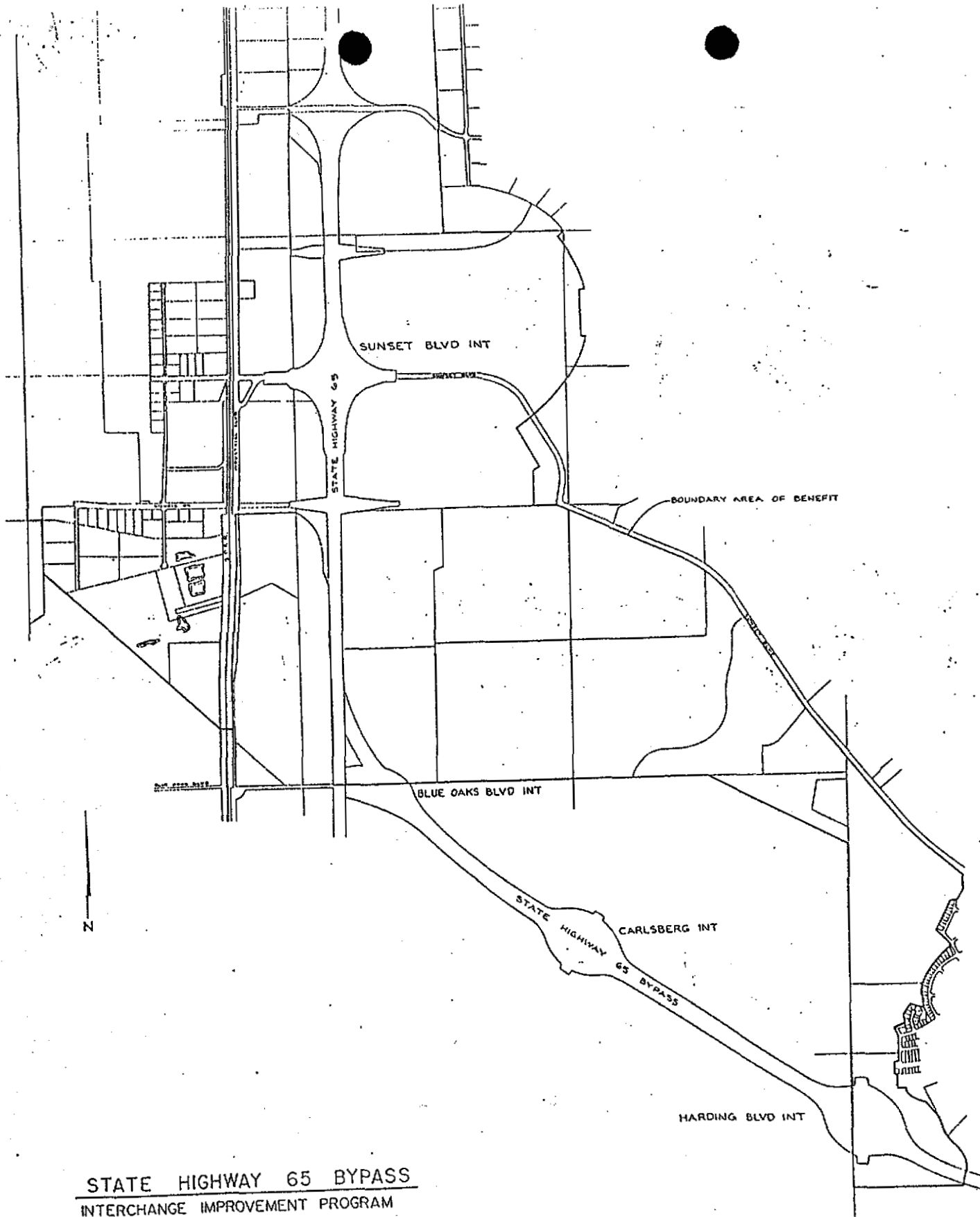
ATTEST:

Helene Florence
City Clerk, City of Roseville

JPAAGRMT092009

Michael Dees
CITY ATTORNEY
City of Roseville, Calif.

Date 12/4/90



STATE HIGHWAY 65 BYPASS
INTERCHANGE IMPROVEMENT PROGRAM

EXHIBIT A

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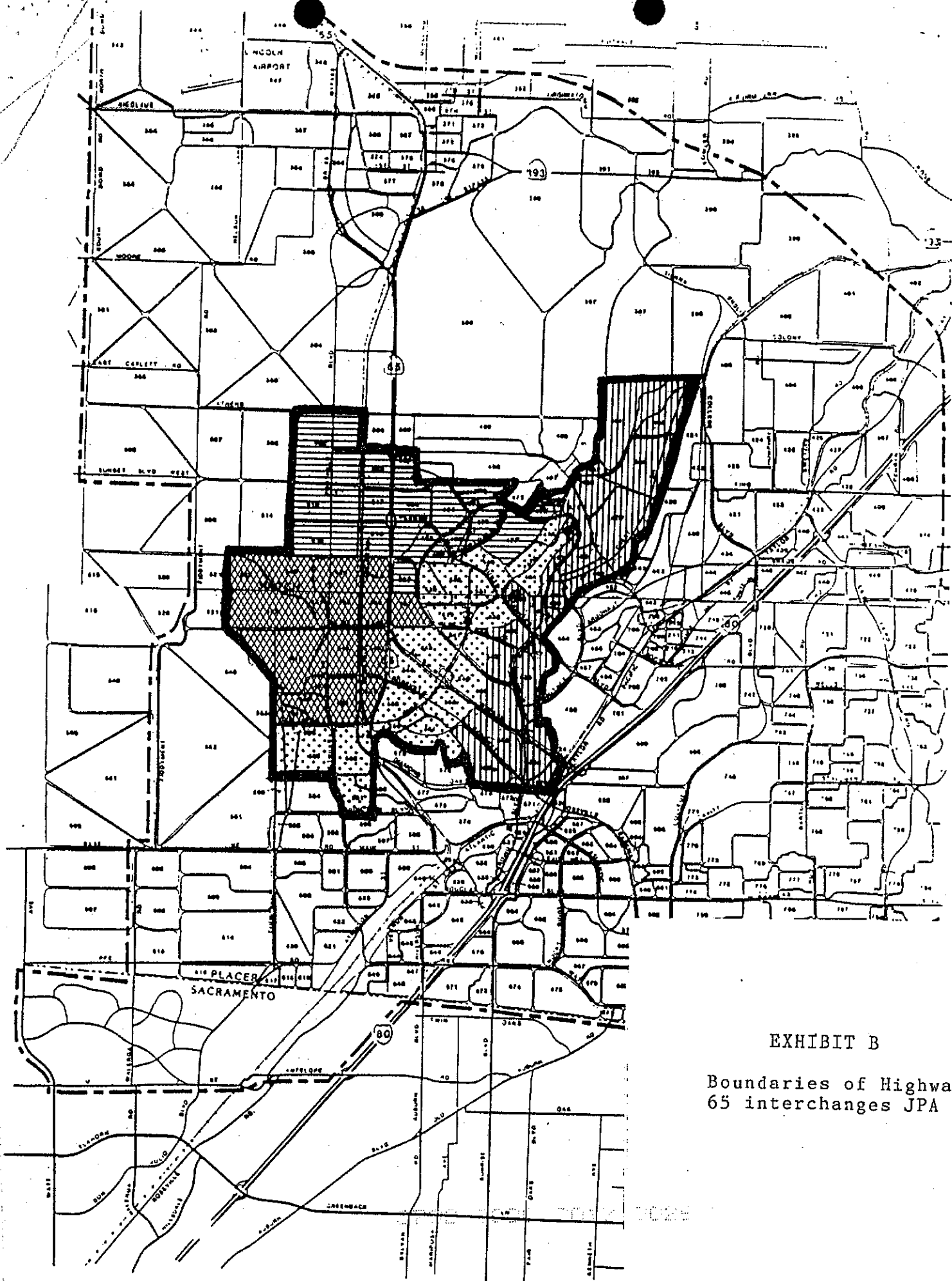


EXHIBIT B
Boundaries of Highway
65 interchanges JPA

RESOLUTION NO. 90-302

RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF ROCKLIN APPROVING AND AUTHORIZING
THE MAYOR TO EXECUTE A JOINT
POWERS AUTHORITY AGREEMENT
FOR THE HIGHWAY 65 INTERCHANGES

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

Section 1. The City Council of the City of Rocklin
hereby approves and authorizes the Mayor to execute a Joint
Powers Authority Agreement for the Highway 65 Interchanges,
in the form attached hereto as Exhibit A and by this
reference incorporated herein.

PASSED AND ADOPTED this 25th day of September, 1990, by
the following roll call vote:

AYES: Councilmembers: Hill, Lund, Huson, Mitchell,
Dominguez
NOES: Councilmembers: None
ABSENT: Councilmembers: None
ABSTAIN: Councilmembers: None

Leanne Dominguez
Mayor

ATTEST:

B. L. L. L.
City Clerk

CERTIFICATION OF RESOLUTION NO. 90-302

I hereby certify that the foregoing is a full, true and
correct copy of Resolution No. 90-302 passed
and adopted by the City Council of Rocklin at a regular
meeting thereof, held 25 Sept. 1990

B. L. L. L.
City Clerk of the City of Rocklin

RESOLUTION NO. 90-312

RESOLUTION OF THE COUNCIL OF THE CITY OF ROSEVILLE
APPROVING A JOINT POWERS AGREEMENT WITH THE CITY OF
ROCKLIN AND COUNTY OF PLACER FORMING THE BIZZ JOHNSON
HIGHWAY INTERCHANGE JOINT POWERS AUTHORITY, AND
AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF
OF THE CITY OF ROSEVILLE

WHEREAS, a joint powers agreement between the Cities of Roseville and Rocklin and the County of Placer ("the JPA") for the purpose of forming the Bizz Johnson Highway Interchange Joint Powers Authority ("the Authority") has been prepared and reviewed by the City Council, and

WHEREAS, the City Council has previously approved and authorized the City Manager to execute said JPA in October, 1989 and said JPA has now been executed by the other public agencies who will be members of the Authority, and

WHEREAS, the City Council now desires to re-approve the said JPA, thereby signifying its continued support and approval of the Authority,

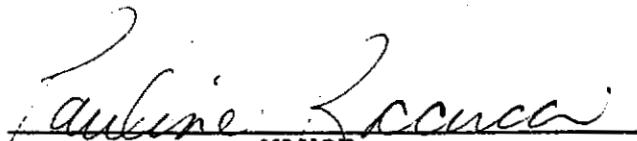
NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that the said JPA forming the Bizz Johnson Highway Interchange Joint Powers Authority is hereby approved and that the City Manager is authorized to execute it on behalf of the City of Roseville.

PASSED AND ADOPTED by the Council of the City of Roseville this 12th day of December, 1990, by the following vote on roll call:

AYES COUNCILMEMBERS: Bill Santucci, Harry Crabb, Jr., John Byouk
Mel Hamel, Pauline Roccucci

NOES COUNCILMEMBERS: None

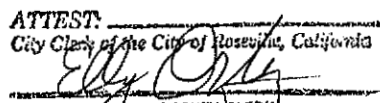
ABSENT COUNCILMEMBERS: None


MAYOR

ATTEST:


City Clerk

The foregoing instrument is a correct copy of the original on file in this office.

ATTEST
City Clerk of the City of Roseville, California

DEPUTY CLERK

Before the Board of Supervisors County of Placer, State of California

In the matter of: A RESOLUTION APPROVING
AND AUTHORIZING EXECUTION OF A
JOINT POWERS AUTHORITY (JPA)
AGREEMENT FOR FUNDING AND
CONSTRUCTION OF INTERCHANGES
ALONG STATE HIGHWAY 65

Resol. No: 89-358

Ord. No:

First Reading:

The following RESOLUTION was duly passed by the Board of Supervisors
of the County of Placer at a regular meeting held October 3, 1989,
by the following vote on roll call:

Ayes: MAHAN, BELAND, HOGG, FLUTY, FERREIRA

Noes: NONE

Absent: NONE

Signed and approved by me after its passage.

Attest:
Clerk of said Board

Georgia Hake

Alfredo Ferreira
Chairman, Board of Supervisors

BE IT HEREBY RESOLVED by the Board of Supervisors, County of
Placer, State of California, that this Board approves and
directs the Chairman to sign the attached Joint Powers Authority
(JPA) Agreement for Funding and Construction of Interchanges
Along State Highway 65.

FIRST AMENDMENT TO JOINT POWERS AGREEMENT
FOR THE FINANCING AND CONSTRUCTION OF
INTERCHANGES ON STATE HIGHWAY 65
 CITY OF ROCKLIN CITY OF ROSEVILLE
 COUNTY OF PLACER

This First Amendment to the Joint Powers Agreement for the Financing and Construction of Interchanges on State Highway 65 ("Joint Powers Agreement"), dated October 15, 1990, by and between the County of Placer, a political subdivision of the State ("County"), and the City of Rocklin and the City of Roseville, municipal corporations organized and existing under the laws in the State of California ("Cities"), is entered into as of August 18, 1992.

RECITALS

WHEREAS, County and Cities desire to amend the Joint Powers Agreement; and

WHEREAS, County and Cities have determined that the jurisdiction of the Joint Powers Authority should be larger than initially agreed by the County and Cities, the County and Cities desire to revise and amend the area of jurisdiction, to include all of the city limits of Roseville, and Rocklin and parts of Placer County shown and described on Exhibit B, to the original Joint Powers Agreement for the financing and construction of interchanges on State Highway 65.

WITNESSETH: NOW, THEREFORE, County and Cities do mutually agree as follows;

Section 1: Exhibit B to the Joint Powers Agreement for the Financing and Construction of Interchanges on State Highway 65, dated October 15, 1990, is hereby deleted in its entirety and substituted with a new Exhibit B, which is attached hereto and, by this reference, incorporated herein.

Section 2: All remaining provisions of the Joint Powers Agreement shall remain the same and in full force and effect.

IN WITNESSETH WHEREOF, the parties have entered into this agreement as of the date and year above provided.

COUNTY OF PLACER

By  8-18-92
 Chair, Board of Supervisors

ATTEST:

Georgia Pike
Clerk, Placer County

CITY OF ROCKLIN
A MUNICIPAL CORPORATION

By [Signature]
Mayor

ATTEST:

[Signature]
City Clerk, City of Rocklin

CITY OF ROSEVILLE
A MUNICIPAL CORPORATION

By [Signature]
City Manager

ATTEST:

Helene Florence
City Clerk, City of Roseville

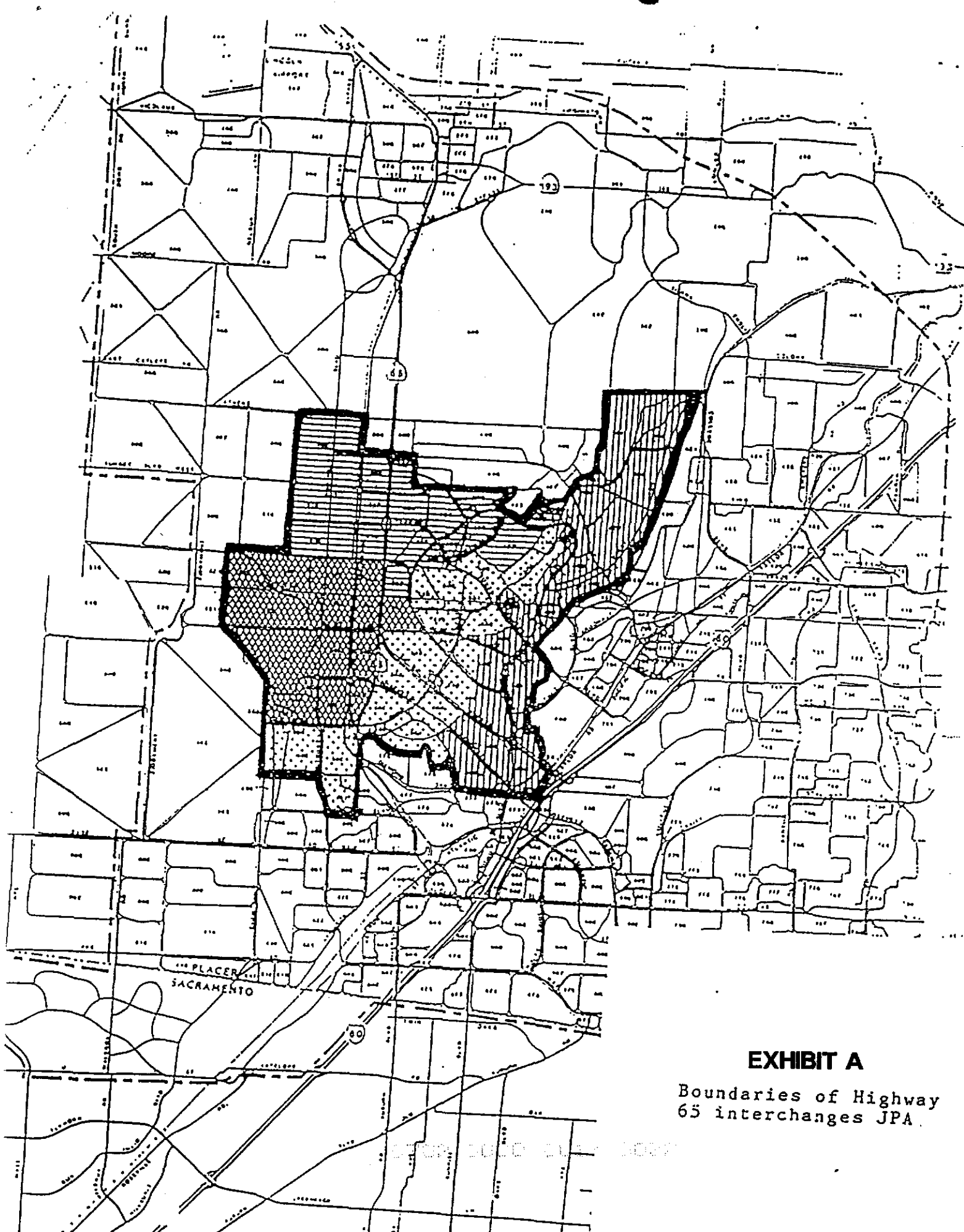


EXHIBIT A

Boundaries of Highway
65 interchanges JPA.

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BOUNDARIES OF HIGHWAY 65 INTERCHANGE JPA

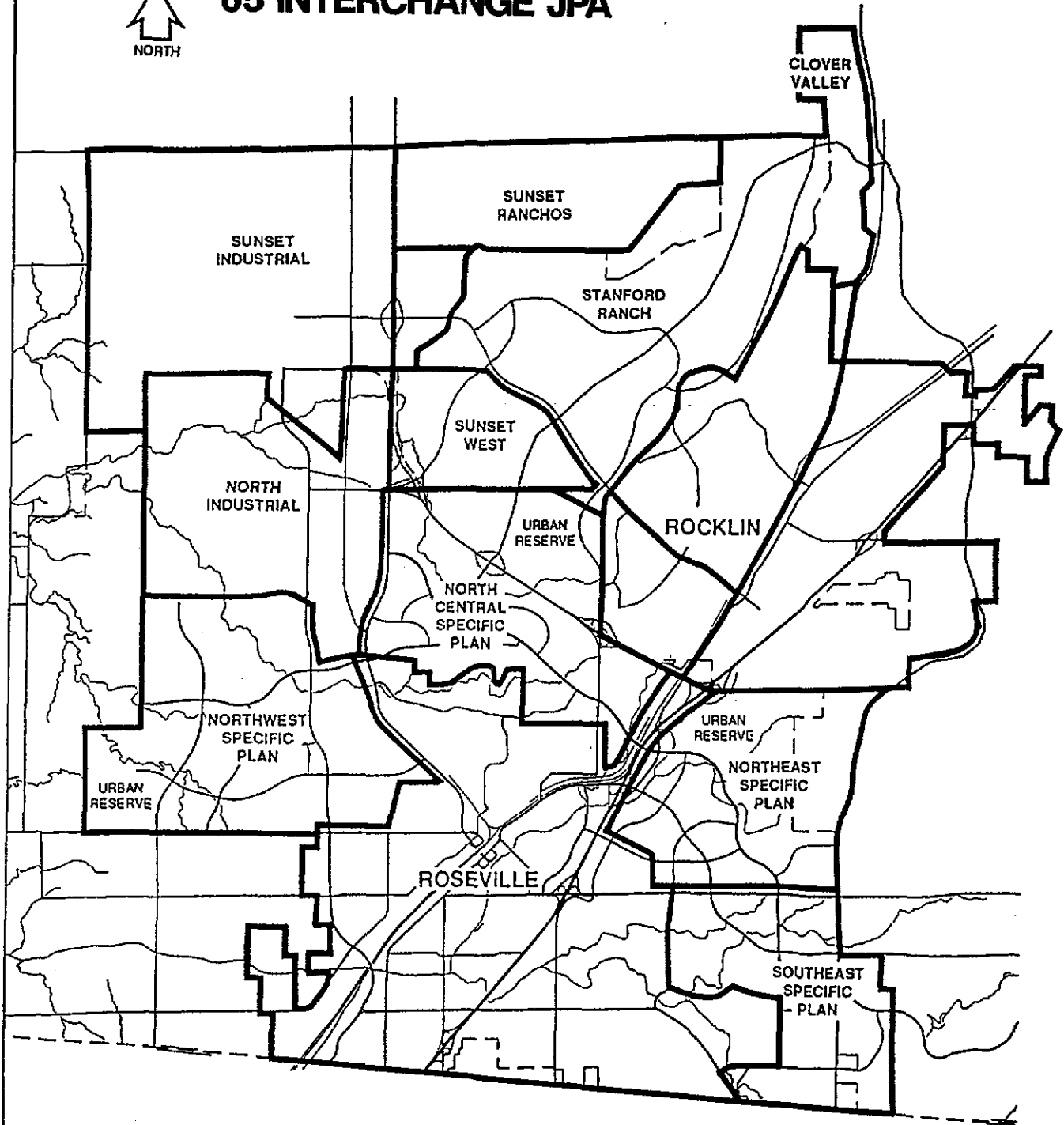


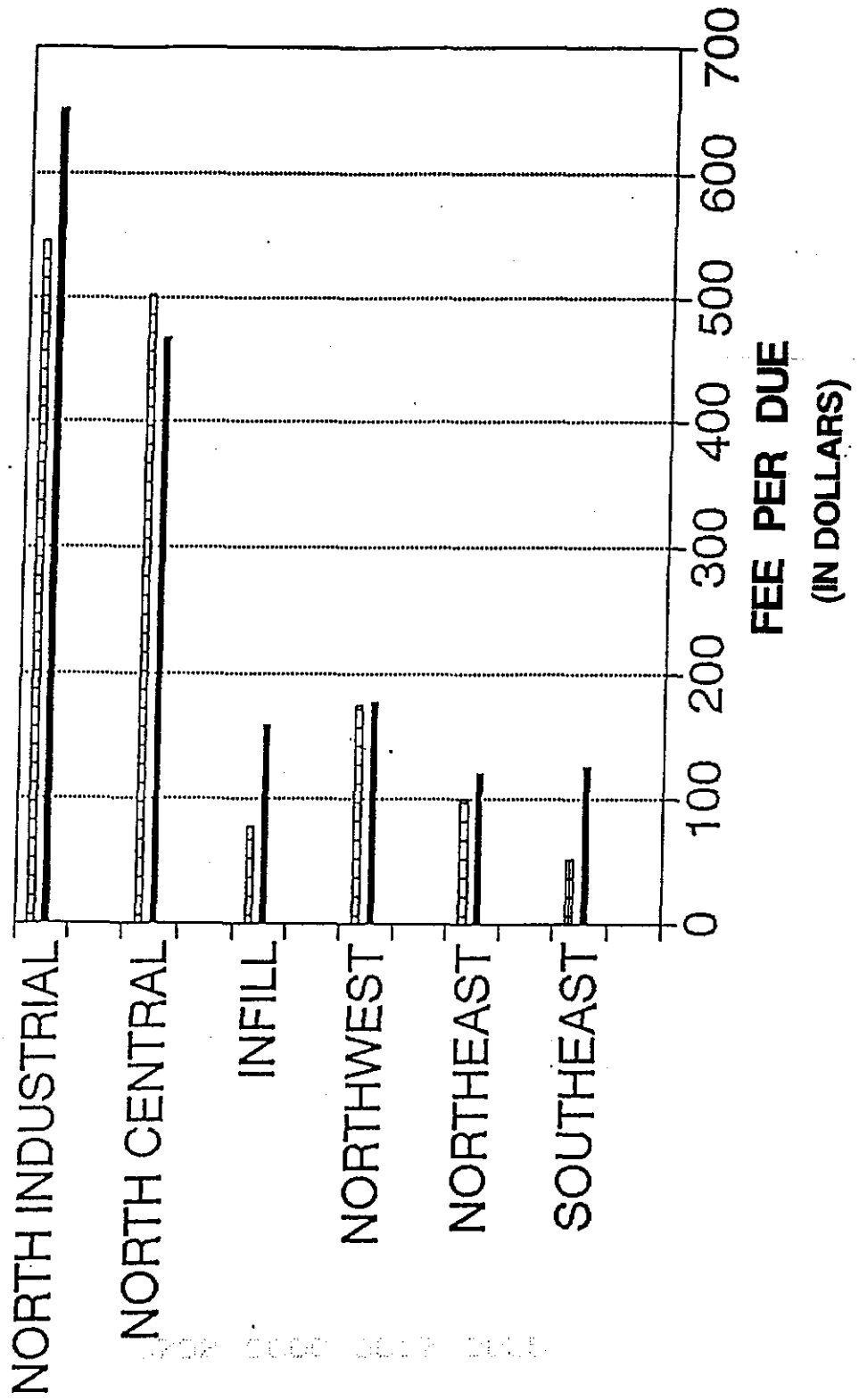
EXHIBIT B

**NOTE: The boundaries of the JPA shall include
all of the city limits of Roseville and Rocklin.**

PROPOSED JPA FEES

Summary of Costs Per DUE		
Jurisdiction	Fee District	Cost Per DUE
Roseville	Infill	\$101
	Northeast	112
	Southeast	69
	Northwest	220
	North Central	534
	North Industrial	<u>722</u>
	<i>Average</i>	<i>\$307</i>
Rocklin	Stanford Ranch/Clover Valley	\$514
	Sunset West	891
	South of Sunset	246
	North of Sunset	269
	East of SPRR	<u>127</u>
	<i>Average</i>	<i>\$441</i>
Placer County	Sunset Industrial	\$532
	Sunset Ranchos	762
	Atherton Tech	<u>696</u>
	<i>Average</i>	<i>\$618</i>
Overall Average		\$368

COMPARISON OF EXISTING TMF V.S. PROPOSED JPA FEES



EXISTING PROPOSED

RESOLUTION NO. 92-161

RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF ROCKLIN APPROVING AND AUTHORIZING THE
MAYOR TO EXECUTE A FIRST AMENDMENT
TO JOINT POWERS AGREEMENT FOR THE FINANCING
AND CONSTRUCTION OF INTERCHANGES ON HIGHWAY 65

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

Section 1. The City Council of the City of Rocklin
hereby approves and authorizes the Mayor to execute a First
Amendment to Joint Powers Agreement for financing and
construction of interchanges on Highway 65, in the form
attached hereto as Exhibit A and by this reference
incorporated herein.

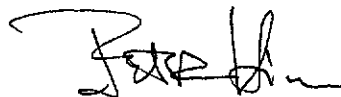
PASSED AND ADOPTED this 14th day of July, 1992, by the
following roll call vote:

AYES: Councilmembers: Lund, Huson, Magnuson, Hill

NOES: Councilmembers: None

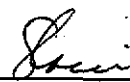
ABSENT: Councilmembers: Dominguez

ABSTAIN: Councilmembers: None



Mayor

ATTEST:



City Clerk

The foregoing instrument is a
correct copy of the original document
on file in this office.

Attest: 

City Clerk, City of Rocklin

RESOLUTION NO. 92-205

RESOLUTION OF THE COUNCIL OF THE CITY OF ROSEVILLE APPROVING
AN AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND COUNTY OF
PLACER AND THE CITY OF ROCKLIN
AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF
THE CITY OF ROSEVILLE

WHEREAS, an agreement -- First Amendment to Joint Powers
Agreement for the Financing and Construction of Interchanges on
State Highway 65
has been prepared and has been reviewed by the Council;

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

PASSED AND ADOPTED by the Council of the City of Roseville
this 8th day of July , 1992, by the following vote
on roll call:

AYES COUNCILMEMBERS: Pauline Roccucci, Fred M. Jackson, Harry Crabb, Jr.,
Bill Santucci
NOES COUNCILMEMBERS: None
ABSENT COUNCILMEMBERS: Mel Hamel

Bill Santucci
MAYOR

ATTEST:

Helen Florance
City Clerk

The foregoing instrument is a correct copy of the
original on file in this office.

ATTEST:
City Clerk: Elly Ortiz
DEPUTY CLERK



COUNCIL COMMUNICATION

CC #: 2483

File #: 0201 & 0201-01

Title: Fiscal Year 2021-22 Year-End Report and FY2022-23 Budget Adjustment

Contact: Scott Pettingell 916-774-1306 spettingell@roseville.ca.us

Meeting Date: 1/18/2023

Item #: 9.3.

RECOMMENDATION TO COUNCIL

Staff recommends City Council receive a report and presentation regarding the year-end results for fiscal year (FY) 2021-22 and adopt an ordinance to approve the attached FY2022-23 budget adjustment.

BACKGROUND

FY2021-22 Year-End Results

This communication includes a year-end version of the quarterly report (attached) with information regarding the City's operational financial performance from July 1, 2021 through June 30, 2022 (FY2021-22) for (1) the General Fund, (2) the enterprise operating funds, and (3) revenues in select other funds. It also includes an explanation of significant variances. A summary of the information is provided as follows:

General Fund

The City ended FY2021-22 with a \$31.5 million surplus consisting of approximately \$28.7 million in operating revenues received over budget, \$2.9 million in expenditure savings primarily due to salary savings from vacant positions. An overview of the FY2021-22 General Fund year-end results is summarized below, including the recommended appropriations.

FY2021-22 Year-End General Fund Results		Variance (\$)
Sales Tax - Bradley-Burns		\$ 11,251,000
Sales Tax - Measure B		7,201,000
Property Taxes		2,908,000
Other Revenues		7,320,000
Operating Revenues		28,680,000
Operating Expenditures		2,858,000

Total General Fund Year-End Results	\$ 31,538,000
--	----------------------

Recommended Appropriations	Budget (\$)
Roseville Sports Complex Project	\$ 15,000,000
Transfer to General Fund Capital Reserve Fund	4,486,500
Transfer to Pension Trust Fund	4,486,500
Blue Oaks Widening Project	4,000,000
Backfill General Fund Contingency - LMAs	750,000
Police Department Mobile Data Computers	700,000
Sports Field Fencing Project	565,000
Transfer to Development Services Stabilization Reserve Fund	518,000
Maidu Soccer Field Parking Lot Project	450,000
General Plan Update Project	279,000
Multimodal Safety Improvement Project	180,000
Royer Park Playground Project	123,000
Total	\$ 31,538,000
Remaining General Fund Year-End Results	\$ -

The primary factors contributing to the positive results are conservative budgeting of sales and property tax revenues due to the pandemic and salary savings due to vacant positions. The positive results in the “Other Revenue” category are primarily due to stronger than anticipated Transient Occupancy Tax (TOT) (\$1.9 million), Property Transfer Tax (\$1.2 million) and departmental revenues.

Staff recommends appropriating the \$31.5 million General Fund surplus on items aligned with the City Council Strategic Plan. In addition, the recommendations align with the original intent of the Measure B Sales and Use Tax measure. Approximately \$26.5 million of the funding is recommended for specific projects, and the remaining \$9 million is recommended to be split between the General fund Capital Reserve Fund and the Pension Trust Fund. The recommended appropriations are detailed below:

Roseville Sports Complex Project (\$15 Million) – Staff recommends appropriating an additional \$15 million toward the Roseville Sports Complex Project, bringing the total budget to approximately \$44 million. There is currently a total of \$29 million appropriated in the project consisting of resources from the General Fund, Strategic Improvement Fund, Citywide Park Fund, and Public Facilities Fund. This Sports Complex will be a lighted ten-field complex for soccer, rugby, lacrosse, flag football, and other sports. This facility will be a premier complex intended to accommodate local sports groups and attract regional, state-wide, and national tournaments, thus supporting the City Council’s strategic plan goal to advance sports tourism opportunities, including destination-type amenities

Transfer to General Fund Capital Reserve Fund (\$4.5 million) – As part of the

FY2022-23 budget, the City Council established a \$10 million General Fund reserve for capital requirements. Approximately \$4.6 million of these funds were loaned to the Fire Station 8 project, leaving a current balance of \$5.4 million for new traffic signals and other capital projects. Staff recommends transferring an additional \$4.5 million to this reserve from FY2021-22 General Fund surplus for priority capital projects, bringing the total funds available to \$9.8 million.

Transfer to Pension Trust Fund (\$4.5 million) – The FY2022-23 budget included a transfer of \$8 million from the General Fund to a new Pension Trust Fund. This trust was established to help manage future increases in required pension contributions during periods of economic downturns. Staff recommends appropriating an additional \$4.5 million to this fund for a total of \$12.5 million.

Blue Oaks Widening Project (\$4 Million) – Staff recommends appropriating \$4 million in surplus funds to complete the design and environmental phases associated with widening Blue Oaks Boulevard. The Blue Oaks widening project will widen Blue Oaks to eight continuous lanes, four in each direction, from Woodcreek Oaks Boulevard to Washington Boulevard, and includes a new bridge adjacent to the existing bridge over Union Pacific Railroad and Industrial Avenue.

Backfill of General Fund Contingency (\$750,000) – The General Fund cost of the labor market adjustments approved by the City Council in December was \$750,000 above initial estimates. The General Fund Contingency will be used to cover this overage. Staff recommends using \$750,000 of the General Fund surplus to replenish the contingency to address any unanticipated requirements during the remainder of the fiscal year.

Police Department Mobile Data Computers (\$700,000) – The Police Department's Mobile Data Computers (MDCs) are due for replacement in the Spring of 2024. MDCs are mounted in Police vehicles and are used for officer dispatching, mapping and related situational awareness information, law enforcement records searches, and writing case reports. Staff recommends appropriating \$700,000 of the General Fund surplus to replace the MDCs, allowing for adequate time for procurement and installation.

Sports Field Fencing Project (\$565,000) – Placer Valley Tourism granted the City \$250,000 to build fencing around the Maidu Soccer Complex. Staff recommends matching this grant with \$565,000 of General Fund resources to fence two ballfields at both Harry Crab and Central Parks, bringing the total project cost to \$815,000. These fences will protect the recent investment into converting turf at Maidu Soccer Complex to hybrid Bermuda, minimize misuse and allow for staff to shut down the fields when maintenance is required.

Transfer to Development Services Stabilization Reserve (DSSR) Fund (\$518,000) – The City maintains a DSSR to bridge gaps between budgeted and actual development revenues during periods of significant decline. The target goal for this reserve fund is six months of estimated building, planning, and engineering revenues (\$2.56 million). The current balance in the fund is approximately \$2.05 million. Staff recommends transferring \$518,000 of development services revenues in excess of budget to the reserve to achieve the six-month funding goal.

Maidu Soccer Field Parking Lot Project (\$450,000) – Staff recommends appropriating \$450,000 to convert an existing gravel parking lot at the Maidu Soccer Complex to paved asphalt. The Maidu fields were recently renovated to hybrid Bermuda, making this tournament-level playing surface highly desirable, attracting additional tournaments from out-of-town participants. The renovation of the gravel parking lot will be an enhanced feature to support the use of the soccer fields.

Multimodal Safety Improvement Project (\$180,000) – Staff recommends the City Council appropriate \$180,000 of General Fund surplus to the Vernon Atlantic Multimodal Safety Improvement Project to establish funding to complete the design and environmental phases of the project. The Vernon Atlantic Multimodal Safety Improvement Project will construct a raised median along Vernon/Atlantic Streets between Jefferson Street and Branstetter Street through the S-curve. The landscaped median will reduce travel lanes, eliminate left turn movements, and more safely direct traffic into and out of the Downtown area. Additional improvements include the installation of a high visibility crosswalk with a rectangular rapid flashing beacon at Jefferson Street; auxiliary signage, striping, and roadway resurfacing; and relocation of the Vernon Street monument sign to increase pedestrian visibility. The project's estimated total cost is \$1.5 million and is anticipated to be funded by Local Transportation Funds, safety grant funds, Highway User Tax Funds, and the General Fund.

This project will be constructed instead of the previously approved Vernon Roundabout Project. Staff evaluated the costs and benefits of both projects and determined that both meet the City's safety goals but construction of a roundabout is significantly costlier than the alternative project (greater than \$5 million). The concepts for the Vernon Atlantic Multimodal Safety Improvement Project were developed with the assistance of a consultant and in conjunction with input from the nearby neighborhoods and the Downtown Merchants Association. The cost savings (while providing the same safety benefits) makes the alternative project more grant-competitive, potentially further lessening the impact on City funds. A recommendation to cancel the Vernon Roundabout Project and return the remaining project funds (Highway Users Tax) to the fund balance will come before the Council at a later date.

General Plan Update Project (\$279,000) – In FY2016-17, the City Council approved a \$1 million loan from the Contributions from Developers Fund to the General Fund to pay for a General Plan update. In conjunction, the City implemented a General Plan Update Fee to repay this loan and save funds for future updates. The final loan payment is scheduled for this fiscal year. Following the intent of this fee, all revenues received in excess of the original loan will fund a new multi-year operating project for the next General Plan Update. The total amount of revenues received in excess of loan payments made to date is \$279,000, and staff recommends that the City Council authorize appropriation of these funds to the new project.

Royer Park Playground Project (\$123,000) – The City Council appropriated \$300,000 to replace the aging play structure at Royer Park, creating a destination playground that complements the new improvements connecting the City's downtown with the park. Staff recommends that the City Council appropriate an additional \$123,000 to the project for additional shade structures and Americans with

Disabilities Act paths within the play area. This adjustment will bring the total project cost to \$423,000.

Enterprise Operating Funds

The Electric, Environmental Utilities, Transit, and Transportation Funds all exceeded their revenue estimates and ended the year under budget. The Youth Development Fund ended the year \$1.3 million below revenue estimates but offset the shortfall with \$1.6 million in expenditure savings.

Other Funds

Revenues in the Fire Facilities, Public Facilities, and the Strategic Improvement Funds exceeded estimates by \$978,000, \$3.1 million, and \$679,000 million, respectively. This is due to the sustained increase in development activity throughout the City during FY2021-22.

FISCAL IMPACT

The year-end financial report attached to this Council Communication is for informational purposes only. This Council Communication also includes a recommendation to (1) approve a budget adjustment to appropriate the \$31.5 General Fund year-end surplus on items aligned with the City Council Strategic Plan and the Measure B Sales and Use Tax measure and (2) appropriate \$250,000 in grant funds from Placer Valley Tourism for the Sports Field Fencing Project. The General Fund has adequate available resources to fund the recommended budget adjustment.

ENVIRONMENTAL REVIEW

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

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal A - Remain fiscally responsible in a changing world

Respectfully Submitted,

Scott Pettingell, Assistant Finance Director

Dennis Kauffman, Assistant City Manager/Chief Financial Officer



Dominick Casey, City Manager

ATTACHMENTS:

Description

FY2021-22 Fourth Quarter Report

Ordinance 6595

Budget Adjustment



Fourth Quarter Report Fiscal Year 2021-22

Fourth Quarter Report Fiscal Year 2021-22



Overview

This financial report provides an overview of the City's financial position through the fourth quarter of the fiscal year (FY) 2021-22 (July 1, 2021, through June 30, 2022) for:

- (1) the General Fund,
- (2) the major enterprise operating funds, and
- (3) revenues in other selected funds.

Overview

Throughout FY2021-22, the City continued to feel the impacts of the COVID-19 pandemic and its ensuing economic disruptions, including increasing costs of equipment/fuel/supplies/materials, supply chain issues causing delays in receiving equipment/supplies/materials, challenges in filling vacant positions because of increased attrition and reduced number of applicants, and reduced attendance to City programs/services.

As detailed in this report, the City's major tax revenues, including sales tax and hotel tax, have recovered from the impacts of the pandemic; however, the pandemic continued to affect the revenue and expenses of some City programs, including Adventure Club, transit, and recreation programs.

An overview of the FY2021-22 General Fund year-end results is summarized below (rounded to the nearest thousand dollars), including the recommended appropriations.

FY2021-22 Year-End General Fund Results		Variance (\$)
Sales Tax - Bradley-Burns		\$ 11,251,000
Sales Tax - Measure B		7,201,000
Property Taxes		2,908,000
Other Revenues		7,320,000
Operating Revenues		28,680,000
Operating Expenditures		2,858,000
Total General Fund Year-End Results		\$ 31,538,000

Recommended Appropriations	Budget (\$)
Roseville Sports Complex Project	\$ 15,000,000
Transfer to General Fund Capital Reserve Fund	4,486,500
Transfer to Pension Trust Fund	4,486,500
Blue Oaks Widening Project	4,000,000
Backfill General Fund Contingency - LMAs	750,000
Police Department Mobile Data Computers	700,000
Sports Field Fencing Project	565,000
Transfer to Development Services Stabilization Reserve Fund	518,000
Maidu Soccer Field Parking Lot Project	450,000
General Plan Update Project	279,000
Multimodal Safety Improvement Project	180,000
Royer Park Playground Project	123,000
Total	\$ 31,538,000
Remaining General Fund Year-End Results	\$ -

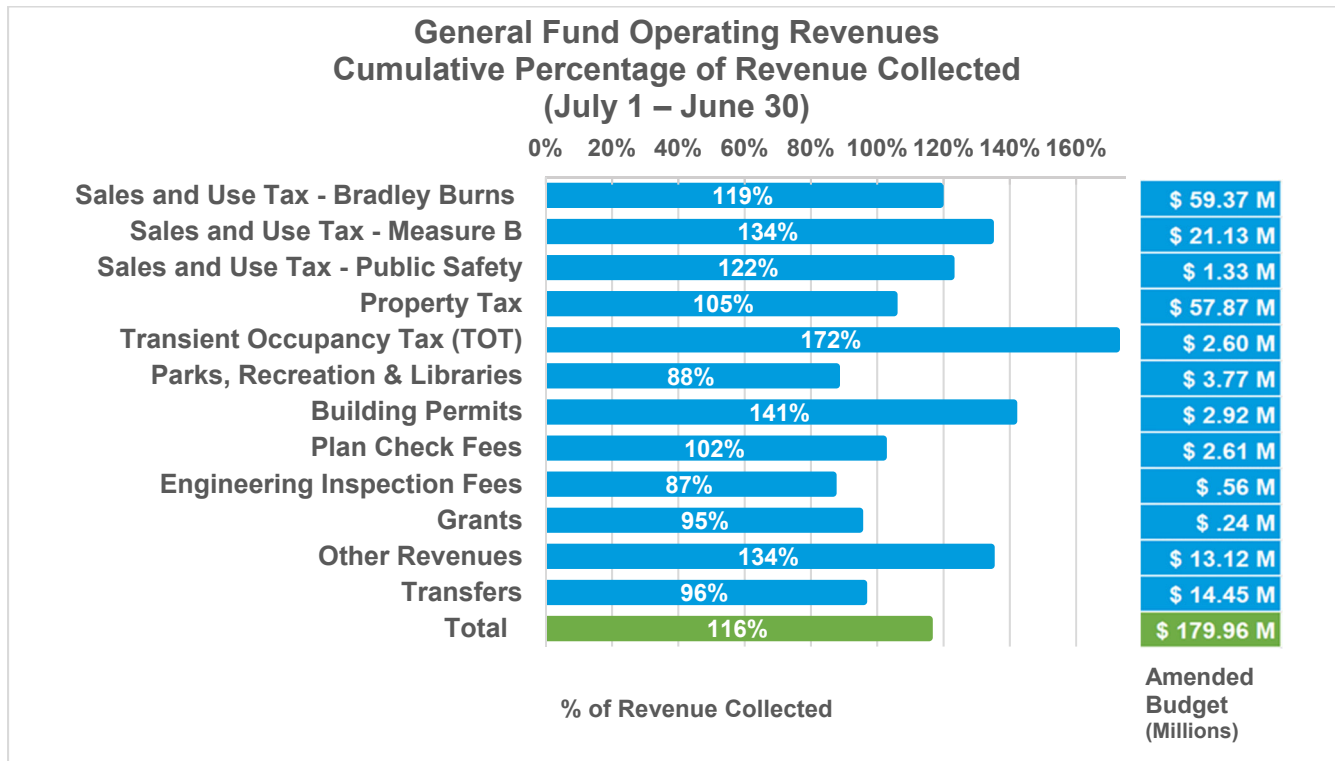
The General Fund ended FY2021-22 with a \$31.5 million surplus consisting of approximately \$28.7 million in operating revenues received over budget, \$2.9 million in expenditure savings primarily associated with materials/services/supply and salary savings from vacant positions. The primary factors contributing to the positive results are stronger than anticipated sales and property tax revenues and salary savings due to vacant positions. Savings in the Parks, Recreation & Libraries (PR&L) Department offset a \$377,000 revenue shortfall in PR&L program revenues caused by the pandemic impacting programming in the first two quarters of the fiscal year. The positive results in the other revenue category are primarily due to stronger than anticipated Hotel Tax, Transient Occupancy Tax (TOT) (\$1.9 million), Building Permit (\$1.2 million), First Responder Fee (\$1.3 million), and Property Transfer Tax (\$1.2 million) revenues.

Staff recommends appropriating the \$31.5 million General Fund surplus on initiatives aligned with the City Council Strategic Plan. In addition, the proposed initiatives align with the original intent of the Measure B Sales and Use Tax measure. Approximately \$26.5 million of the funding is recommended for specific initiatives, and the remaining \$9 million is recommended to be split between the General Fund Capital Reserve Fund and the Pension Trust Fund.

General Fund: Operating Revenues

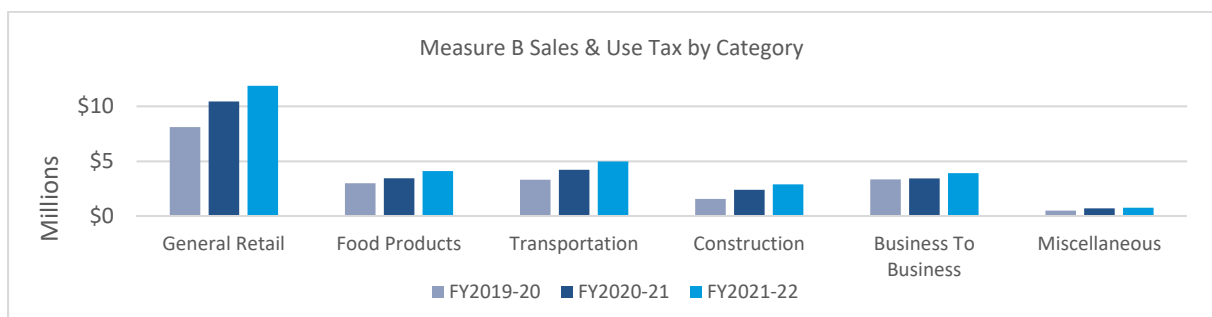
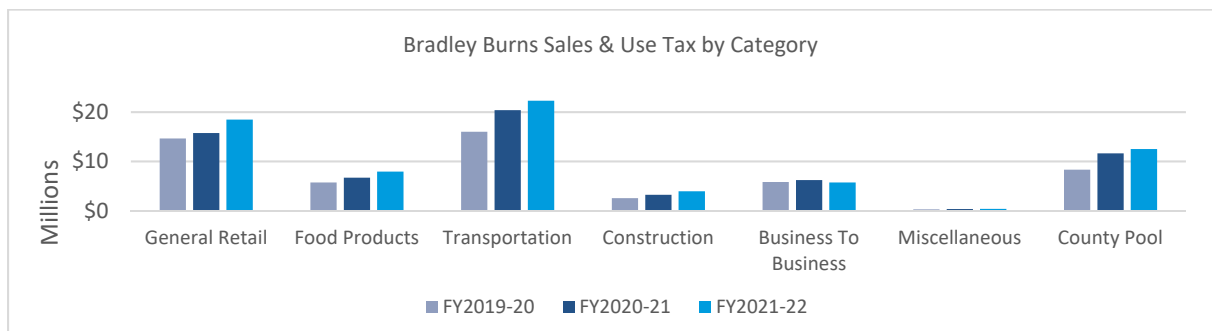
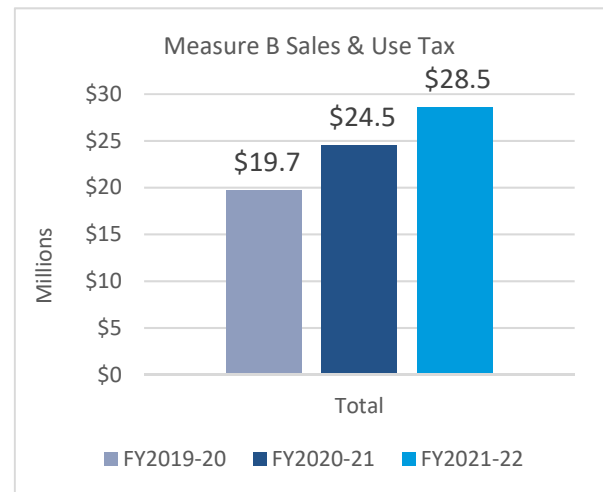
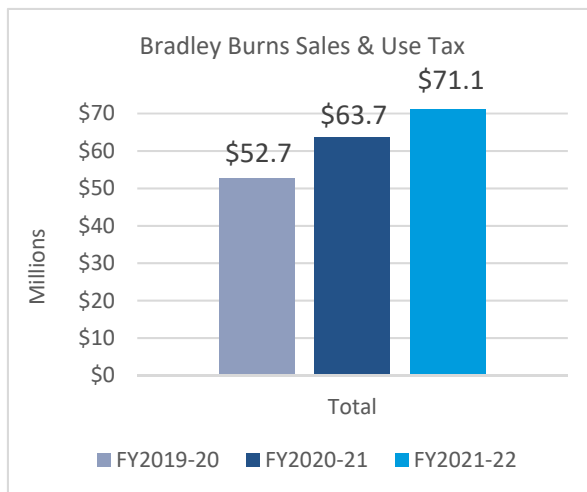
The following table includes cumulative General Fund operating revenue through the fourth quarter and a revenue budget to actual comparison for FY2021-22.

Revenue Type	Budget to Cumulative Revenue Comparison (July 1 – June 30)			
	Amended Budget	Cumulative Revenues	Variance	% of Budget
Sales and Use Tax - Bradley Burns	\$ 59,371,253	\$ 70,621,977	\$ 11,250,724	119%
Sales and Use Tax - Measure B	21,127,000	28,328,053	7,201,053	134%
Sales and Use Tax - State Aid for Public Safety	1,327,300	1,622,075	294,775	122%
Property Tax	57,867,840	60,776,155	2,908,315	105%
Transient Occupancy Tax (TOT)	2,600,000	4,475,343	1,875,343	172%
Parks, Recreation & Libraries Programs	3,765,768	3,301,223	(464,545)	88%
Building Permits	2,920,836	4,123,020	1,202,184	141%
Plan Check Fees	2,606,322	2,653,857	47,535	102%
Engineering Inspection Fees	558,000	483,621	(74,379)	87%
Grants	239,535	226,749	(12,786)	95%
Other Revenues	13,118,564	17,622,850	4,504,286	134%
Transfers	14,454,364	13,858,339	(596,025)	96%
Total	\$ 179,956,782	\$ 208,093,262	\$ 28,136,480	116%



General Fund operating revenues ended the year 16 percent or \$28.1 million above estimates in FY2021-22. The following is an explanation of the notable variances:

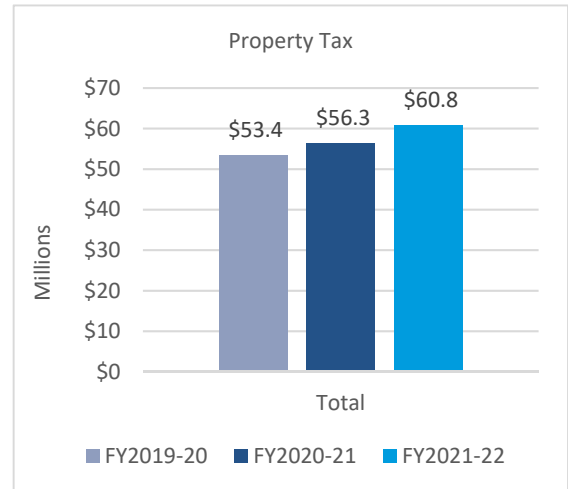
- Sales Tax - Bradley Burns and Measure B** - The City's Bradley Burns and Measure B Sales Tax revenues ended the year at \$70.6 and \$28.3 million, respectively. Bradley Burns Sales Tax revenues exceeded budget estimates by 19 percent (\$11.2 million), and Measure B Sales Tax revenues exceeded estimates by 34 percent (\$7.2 million). Similar to FY2020-21, these positive results were primarily due to two factors. First, the FY2021-22 budget was developed in the spring of 2021 when there was still a lot of uncertainty related to the pandemic and its impact on the economy. Second, sales tax revenue growth was stronger than anticipated, locally and across the state, primarily driven by inflation and strong economic activity in the general retail, food products, transportation, construction sectors, and internet sales (reported in the County Pool category below). The graphs below show Bradley Burns and Measure B Sales and Use Tax revenues over the last three fiscal years and by business category.



The City's sales tax consultant has prepared a summarized sales tax report of business activity through the June 2022 quarter (or second quarter of calendar year 2022). The report provides a list of the top 25 sales tax remitters, a summary of cash receipts, and sales tax data by economic category. A copy of the report is attached.

- **Property Tax - Secured, Unsecured and Supplemental**

The City's property tax revenues (included in the Property Tax category in the charts above) exceeded estimates by \$2.9 million (\$60.8 million received compared to the budget of \$57.9 million), and continued not to be significantly impacted by the pandemic. Based on a property's assessed value as of January 1 of each year, property tax revenues continued to increase based on ongoing development activity and rising assessed property values. The graph shows property tax revenues over the last three years.



- **Hotel Tax** - The City's Transient Occupancy Tax (TOT) revenues, also known as the hotel tax, exceeded estimates by approximately \$1.9 million (\$4.5 million received compared to the \$2.6 million budget). Staff budgeted a conservative amount of TOT in FY2021-22 due to the economic uncertainty of the pandemic at the time. TOT revenues have fully recovered from the impacts of the pandemic.
- **Parks, Recreation & Libraries (PR&L) Programs** – PR&L program revenues ended the year at 88 percent of budget or approximately \$460,000 below estimates. FY2021-22 was a rebuilding year, with COVID-19 pandemic impacts affecting the first and second quarters. Revenue trended below estimates throughout the year but PRL continued to see improvements in program participation - programs and events are back, sports teams are on the fields, and parks and trails are busy. The PR&L Department offset this revenue shortfall with expenditure savings from materials, services, supplies and vacant positions.
- **Building Permits, Plan Check Fees, Engineering Inspection Fees** - Building permit revenues ended the fiscal year higher than budget by 41 percent due to sustained increases in the City's development activity. Engineering inspection fees ended the fourth quarter lower than budget at 87 percent but are offset by a corresponding increment in secondary labor cost recovery due to workload shifting toward more full-cost recovery projects.

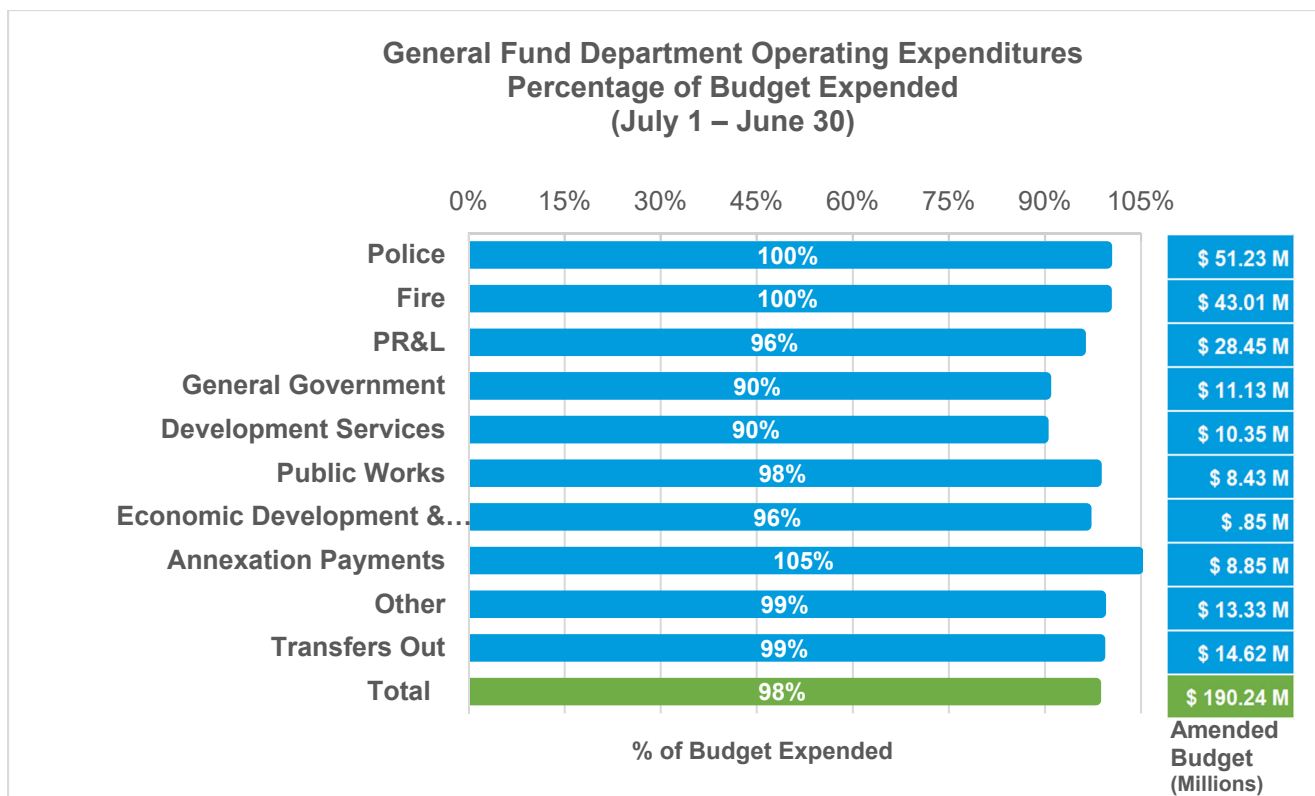
- **Other Revenues** - Other revenues include reimbursements from the State, development reimbursement activity, property transfer tax, business license tax, rental payments, animal licensing, passport processing, permit, franchise, and other fees. As of the end of the fourth quarter, revenues in this category exceeded estimates by \$4.5 million. The positive results in the other revenue category are primarily due to stronger than anticipated First Responder Fee (\$1.3 million), Property Transfer Tax (\$1.2 million), and Workers Compensation Refund (\$1.2 million) revenues.
- **Transfers** - Transfers ended the year approximately \$600,000 under budget. This variance is due to a planned transfer in from the Contributions from Developers Fund to cover an anticipated deficit in the Golf Fund. Golf Fund revenues were much stronger than anticipated in FY2021-22; therefore, this transfer was unnecessary.

General Fund: Operating Expenditures

The following table includes cumulative fourth quarter expenditure comparisons for General Fund departments for FY2021-22.

Department	Budget to Cumulative Expenditure Comparison (July 1 – June 30)			
	Amended Budget	Cumulative Expenditures	Variance	% of Budget
Police	\$ 51,228,045	\$ 51,075,901	\$ 152,144	100%
Fire	43,007,167	42,857,070	150,097	100%
Parks, Recreation & Libraries	28,446,896	27,199,344	1,247,552	96%
General Government*	11,126,206	10,032,845	1,091,361	90%
Development Services	10,352,617	9,294,583	1,058,034	90%
Public Works	8,430,215	8,268,203	162,012	98%
Economic Development & Housing	854,472	824,469	30,003	96%
Annexation Payments	8,850,000	9,257,913	(407,913)	105%
Other	13,328,156	13,162,556	165,600	99%
Transfers Out	14,615,844	14,414,895	200,949	99%
Total	\$ 190,239,618	\$186,387,779	\$ 3,849,839	98%
Encumbrance Reserve*	(993,753)	-	(993,753)	
Total	\$ 189,245,865	\$186,387,779	\$ 2,856,086	

⁽¹⁾ General Government includes the following departments: City Council, City Manager's Office, City Attorney's Office, City Clerk, Finance, Public Affairs and Communications, and Human Resources.



General Fund expenditures ended the year at 98 percent of the estimated budget, totaling \$2.8 million in cost savings after considering unspent encumbrances re-appropriated into the FY2022-23 budget. The cost savings in General Fund departments is primarily due to vacant positions in the Parks, Recreation & Libraries, Development Services, Public Works, and other General Fund departments and lower than expected materials, services and supplies expenses..

Both Police and Fire departments ended the year on budget. Parks, Recreation & Libraries expenditures ended the year at 96 percent of the budget due to cost controls in materials, services, supplies, and temporary and full-time position vacancies. As mentioned earlier in this report, these savings offset the \$460,000 revenue shortage in parks and recreation programming. General Government departments ended the year approximately 10 percent under budget, primarily due to vacancy savings. Development Services expenditures ended the year at 90 percent of the budget, primarily due to higher than anticipated reimbursements from full cost recovery development projects and reduced training and travel costs because many events were canceled in the last year due to the pandemic. Salary savings in the Public Works Department account for the 2 percent variance from the budget through the end of the fiscal year. The Economic Development Department ended the year \$30,000 under budget (96 percent of the budget). Annexation payments were higher than budgeted, resulting in a \$0.4 million overage, due to the timing associated with receiving and making these payments. Savings in the other operating departments covered this overage.

Enterprise Funds: Operating Revenues and Expenditures

Revenues

Electric operating revenues ended the year \$18.4 million higher than budget primarily due to increased retail sales totaling \$9.6 million, of which \$2.7 million is associated with warmer than average

	Budget to Cumulative Revenue Comparison (July 1 – June 30)			
	Amended Budget	Cumulative Revenues	Variance	% of Budget
Electric Operations	\$ 157,844,817	\$ 176,222,391	\$ 18,377,574	112%
Water Operations	38,914,237	40,420,986	1,506,749	104%
Wastewater Operations	48,668,113	48,848,782	180,669	100%
Waste Services Operations	34,252,968	39,740,899	5,487,931	116%
Transit	7,037,973	6,451,716	(586,257)	92%
Transportation	1,925,389	1,749,769	(175,620)	91%
Youth Development	10,580,654	9,309,326	(1,271,328)	88%

temperatures, \$5.1 million for hydroelectric surcharges, and \$1.8 million from rate increases. Electric also collected \$1.5 million in unbudgeted wholesale revenue and a \$0.5 million reimbursement from California Arrearage Payment Program (CAPP) not included in the budget.

The remaining \$6.8 million in electric operating revenues include \$4.4 million from unplanned flat fee charges and reimbursement from the California Department Generation of Water Resources (CDWR) and \$800,000 provided from SMUD for mutual aid support, \$1.2 million in customer and permit fees and \$600,000 in other revenues. These increases in operating revenues were offset by \$0.2 million less in Low Carbon Allowance and Credit Proceeds revenue.

Due to new development and increased usage, Water and Waste Services Operations revenues ended the year higher than anticipated by four and 16 percent. Wastewater operating revenues ended the year on budget. Net positive results in all three Environmental Utilities will be set aside in FY2022-23 to fund rehabilitation projects, fleet electrification, and a future utility operations center.

The demand for commuter services has slowly increased over the past year, with almost \$400,000 collected in passenger fares, which is about 40 percent of pre-pandemic levels. Transit operating revenues continued to experience the effects of reduced services and losses in passenger fares due to low ridership resulting from COVID-19 through the fourth quarter of FY2021-22 compared to pre-pandemic levels. Overall, Transit revenues ended the year at approximately \$600,000 under estimates. This shortfall is primarily due to state and federal reimbursements, which reflect lower-than-anticipated contract and fuel expenditures associated with transit ridership reductions.

Similar to Transit, Transportation revenues ended the year \$200,000 below estimates, primarily related to Local Transportation Fund reimbursements. These reimbursements were lower than anticipated due to vacancies and materials, services, and supply savings.

Revenues in the Youth Development Fund ended the fiscal year at 88 percent of budget. Budgeted revenues included \$3.5 million in American Rescue Plan Act (ARPA) funds to mitigate COVID impacts. The revenue shortfall was offset by \$1.6 million in expenditure savings. While enrollment slowly rebounded, the primary factor affecting the department's ability to fully meet the budget revenue target is related to part-time staffing challenges. Participant/staff ratios are a requirement of childcare licensing, which means fewer staff results in fewer participants allowed in the program. The department is implementing ongoing efforts to recruit and retain part-time employees.

Expenditures

Electric's Operating expenses ended the year \$2.8 million lower than budget. As costs of goods sold increased during the fiscal year due to stronger than expected customer energy demand (primarily due to

	Budget to Cumulative Expenditure Comparison (July 1 – June 30)			
	Amended Budget	Cumulative Expenditures	Variance	% of Budget
Electric Operations	\$ 136,872,260	\$ 134,058,176	\$ 2,814,084	98%
Water Operations	34,886,586	29,758,674	5,127,912	85%
Wastewater Operations	48,370,406	42,707,478	5,662,928	88%
Waste Services Operations	34,440,350	30,479,712	3,960,638	89%
Transit	7,086,554	6,462,009	624,545	91%
Transportation	1,945,843	1,524,159	421,684	78%
Youth Development	8,104,298	6,535,174	1,569,124	81%

unexpected hot weather) and the significant climb in power and gas prices, the Electric Department requested a \$5.2 million budget increase to cover overages of which only \$4.2 were consumed ending with a positive variance of \$1.1 million. Savings from maintenance costs, contract services, small equipment and supplies, and training expenses resulted in a positive variance of \$2.9 million. These savings were offset by an unbudgeted \$0.5 expenditure related to the California Arreage Payment Program (CAPP). Project related delays resulted in a \$2.4 million shortfall in planned labor reimbursements. Vacancy savings in Electric Operations totaled \$1.5 million. Lastly, an additional \$0.2 million in rebate program savings were realized due to fewer commercial efficiency projects and residential energy program participation.

Spending in the Environmental Utilities came in lower than budgeted due to delayed mandates related to the disposal of organic materials (SB1383), vacant positions and COVID-related limitations on operational plans, including travel and training and unused emergency contingency funds.

Transit expenditures ended the year \$0.6 million under budget due to operational adjustments related to transit ridership reductions reflected in lower contracts and fuel costs, as well as the costs for a light-duty vehicle not received before year-end and a bus shelter replacement that was not completed. Cost savings of \$0.4 million in the Transportation Fund are related to vacancies and lower than estimated material, services and supplies expenses.

Youth Development Fund expenditures ended the fiscal year at 81 percent of budget due to the measures taken to reduce operational costs to mitigate the impact of decreased enrollment. These savings offset a portion of the shortfall in operating revenues.

Other Revenue

The table presented shows revenues in the Fire Facilities, Public Facilities, and Strategic Improvement Funds

	Budget to Cumulative Revenue Comparison (July 1 – June 30)				
	FY2020-21 Actual	Amended Budget	Cumulative Revenues	Variance	% of Budget
Fire Facilities	\$ 2,563,366	\$ 1,549,601	\$ 2,527,505	\$ 977,904	163%
Public Facilities	6,651,517	3,583,637	6,678,121	3,094,484	186%
Strategic Improvement	9,574,821	4,602,041	5,281,317	679,276	115%

(SIF) through the fourth quarter of FY2020-21 and FY2021-22. The revenue estimates for these three funds are generally based on a multi-year trend analysis of forecasted single-family, multi-family, and commercial development, as well as prior-year revenue collections. The sustained increase in development activity throughout the City during FY2021-22 has caused revenues in these funds to exceed budget estimates (Fire Facilities – 63 percent, Public Facilities – 86 percent, and SIF – 15%). The SIF revenue is significantly lower than the prior year because the prior year also included proceeds from sales of surplus property.

City of Roseville



Quarterly Report on Sales Tax and Business Activity

Top 25 Sales Tax Remitters

ARCO AM/PM MINI MARTS
AUTONATION CHRYSLER DODGE JEEP RAM ROSEVILLE
AUTONATION HONDA
BEST BUY STORES
BMW OF ROSEVILLE
CARMAX AUTO SUPERSTORES
CHEVRON SERVICE STATIONS
COSTCO WHOLESALE
FUTURE FORD
FUTURE NISSAN
GMC RELIABLE
HOME DEPOT
JOHN L SULLIVAN CHEVROLET
LEXUS OF ROSEVILLE
MACY'S DEPARTMENT STORE
MCKESSON MEDICAL -SURGICAL
NIELLO ACURA
NORDSTROM DEPARTMENT STORE
ROSEVILLE HYUNDAI
ROSEVILLE TOYOTA & SCION
SAFEWAY SERVICE STATIONS
SAM'S CLUB
TARGET STORES
VANDERBEEK MOTORS
WAL MART STORES

Business Activity

General Retail (e.g., dept. stores, misc. retail)
Food Products (e.g., markets and restaurants)
Transportation (e.g., new & used autos, gas stations)
Construction (e.g., retail & wholesale construction)
Business To Business (e.g., IT, industrial equip. etc.)

TOTAL LOCAL BUSINESS ACTIVITY

COUNTYWIDE POOL ACTIVITY

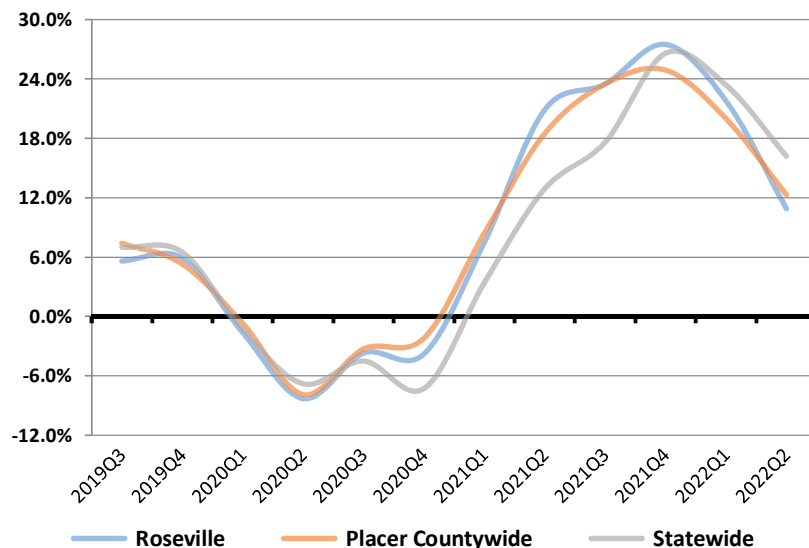
2nd Quarter 2022 in Review

California sales tax cash receipts increased by 4.9% from the same quarter last year. In this jurisdiction sales tax cash receipts decreased by 0.6% from the same quarter last year due to a decrease of \$8,690,000 in Taxable Sales.

Cash Receipts

	Quarter	Annual
Roseville	-0.6%	10.9%
Placer Countywide Pool	27.7%	9.0%
Placer Countywide	3.2%	12.3%
Sacramento Valley Region	1.9%	13.7%
Statewide	4.9%	16.2%

Annualized Percent Change in Sales Tax Cash Receipts



Roseville

Quarter	Annual
10.6%	19.2%
9.6%	20.4%
12.0%	11.5%
1.9%	9.4%
3.0%	-1.0%
9.6%	13.3%
23.0%	7.6%

California

Quarter	Annual
-5.1%	10.9%
2.4%	18.3%
2.9%	11.1%
-5.5%	-0.6%
0.0%	3.5%
-0.8%	9.7%
3.5%	5.2%





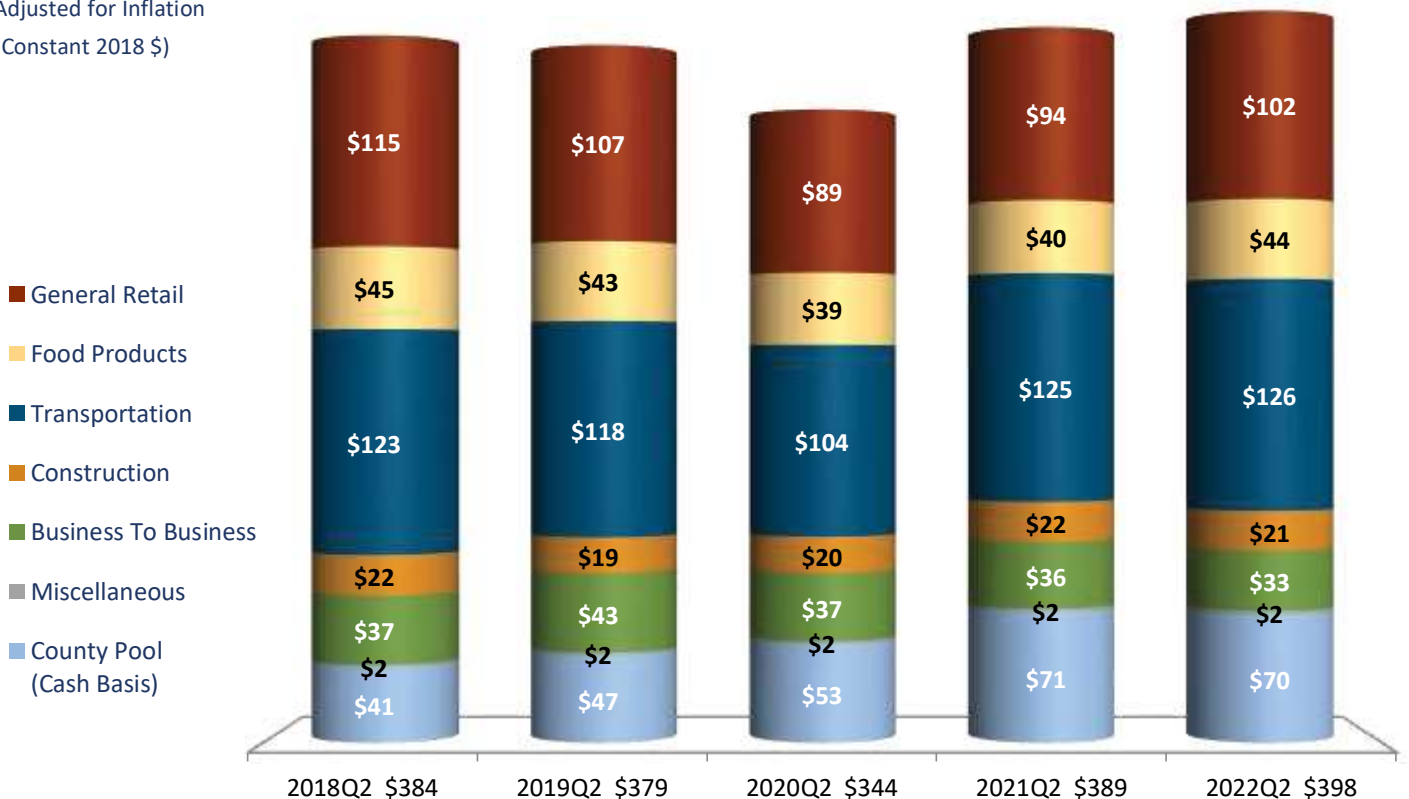
News

- Economic Activity:** Real Gross Domestic Product (GDP) decreased at an annual rate of 0.9% in the second quarter of 2022. U.S. inflation accelerated to 9.1% in June of 2022, while California's headline inflation was 8.3% year over year as of June of 2022. (DIR, BEA, BLS, July Finance Bulletin)
- Employment:** The U.S. unemployment rate remained unchanged at 3.6% in June of 2022, 0.1 percentage point higher than the February of 2020 pre-pandemic low of 3.5%. California's unemployment rate fell to a new record-low of 3.9% in July of 2022, now 0.2 percentage point lower than the February of 2020 pre-pandemic rate of 4.1%. (July, August Finance Bulletin)
- Personal Income:** U.S. personal income increased by 4.6% for the second quarter of 2022, compared to same quarter previous year. Personal consumption and expenditures increased by 8.4%, resulting in a 50.9% decrease in US personal savings for the second quarter of 2022, compared to same quarter previous year. (BEA)

Roseville

Annual Per Capita Sales Tax

Adjusted for Inflation
(Constant 2018 \$)



ORDINANCE NO. 6595

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2022-23
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 2022-23, is hereby amended by transferring an additional appropriation to and from the activities indicated on the Year-End Budget Adjustments, as listed on the attached list.

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 _____, 2023, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



REQUEST FOR BUDGET ADJUSTMENT

REQUESTER NAME & TITLE: Scott Pettingell, Assistant Finance Director FISCAL YEAR: 2022-23
 PREPARER NAME & TITLE: Natalya Lakhno, Budget Analyst COUNCIL DATE (if applicable): 1/18/23
 DEPARTMENT/DIVISION: Finance ORDINANCE: _____

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
					See attached.
TOTAL				-	

REVENUES/TRANSFERS IN

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
					See attached.
TOTAL				-	

NET ADJUSTMENT	-
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FUND BALANCE

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
					See attached.
TOTAL				-	

Justification for Budget Adjustment:

The recommended budget adjustment includes an appropriation of \$31.5 million in General Funds for the Roseville Sports Complex (\$15 million), Capital Reserve (\$4.5 million), Pension Reserve Trust (\$4.5 million), Blue Oaks Widening (\$4 million), General Fund contingency replenishment (\$750,000), Police Department Mobile Data Computers (\$700,000), Sports Field Fencing (\$565,000), Development Services Stabilization Reserve (DSSR) (\$518,000), Maidu Soccer Field Parking Lot (\$450,000), General Plan Update (\$279,000), Vernon Atlantic Multimodal Safety Improvement Project (\$180,000), Royer Park Playground (\$123,000). There are adequate resources available in the General Fund to fund the recommended appropriations. This budget adjustment also includes an appropriation of \$250,000 from Placer Valley Tourism Grant for the Sports Field Fencing Project.

REQUIRED APPROVALS:			
REQUESTING DEPARTMENT HEAD / DESIGNEE		BUDGET MANAGER / DESIGNEE	
DATE		DATE	
CHIEF FINANCIAL OFFICER / DESIGNEE		CITY MANAGER / DESIGNEE	
DATE		DATE	
BUDGET DEPARTMENT USE ONLY:			
POSTED BY		DATE	

Revised: June 24, 2019



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 DEPARTMENT/DIVISION: Finance ORDINANCE: _____

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
1001	6587	84001	400068	14,500,000	Increase Capital Outlay-CIP budget for Roseville Sports Complex Project
1001	5080	84001	400068	500,000	Increase Internal Project Labor budget for Roseville Sports Complex Project
1001	5080	84001	500322	300,000	Establish Internal Project Labor budget for Blue Oaks Widening Project
1001	5301	84001	500322	3,700,000	Establish Professional Services budget for Blue Oaks Widening Project
1001	5670	10001		750,000	Replenish General Fund Contingency
1001	5540	44040		700,000	Appropriation of General Funds (1001) for Mobile Data Computer Replacement
1001	5301	84001	700049	20,797	Establish Professional Services budget for Sports Field Fencing Project
1001	6587	84001	700049	544,203	Establish Capital Outlay-CIP budget for Sports Field Fencing Project
1001	6801	10001		518,392	Transfer from General Fund to Development Services Stabilization Reserve
1001	5301	84001	500323	50,000	Establish Professional Services budget for Parking Lot at Maidu Soccer Fields Project
1001	5080	84001	500323	50,000	Establish Internal Project Labor budget for Parking Lot at Maidu Soccer Fields Project
1001	6587	84001	500323	350,000	Establish Capital Outlay-CIP budget for Parking Lot at Maidu Soccer Fields Project
1001	5080	84001	500325	279,103	Appropriation of General Funds (1001) for General Plan Project
1001	6587	84001	500324	100,000	Establish Capital Outlay-CIP budget for Vernon Atlantic Multimodal Safety Improvement Project
1001	5080	84001	500324	80,000	Establish Internal Project Labor budget for Vernon Atlantic Multimodal Safety Improvement Project
1001	6801	10001		123,000	Transfer of funds from General Fund to PRL Capital Projects Fund for Royer Park Play Structure
1001	6801	10001		4,486,252	Transfer of funds from General Fund to GF Capital Reserve
1001	6801	10001		4,486,253	Transfer of funds from General Fund to Pension Reserve Trust
TOTAL				31,538,000	

REVENUES/TRANSFERS IN

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
TOTAL				-	
NET ADJUSTMENT				31,538,000	

FUND BALANCE

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
1001	3601	00000	000000	(31,538,000)	Decrease in General Fund available resources
TOTAL				(31,538,000)	



REQUEST FOR BUDGET ADJUSTMENT

REQUESTER NAME & TITLE: Scott Pettingell, Assistant Finance Director FISCAL YEAR: 2022-23

PREPARER NAME & TITLE: Natalya Lakhno, Budget Analyst COUNCIL DATE (if applicable): 1/18/23

DEPARTMENT/DIVISION: Finance ORDINANCE: _____

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
4105	6587	84001	500326	700,000	Establish budget for Mobile Data Computer Replacement
2270	5301	84001	700049	9,203	Establish Placer Valley Tourism grant budget for Sports Field Fencing Project
2270	6587	84001	700049	240,797	Establish Placer Valley Tourism grant budget for Sports Field Fencing Project
3130	6587	84001	500109	123,000	Increase Capital Outlay-CIP budget for Royer Park Play Structure
TOTAL				1,073,000	

REVENUES/TRANSFERS IN

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
4105	4251	10001		700,000	Establish revenue budget to move General Funds (1001) to the IT Replacement Fund (4105) for Mobile Data Computer Replacement
2270	4435	84001	700049	250,000	Establish Placer Valley Tourism grant budget for Sports Field Fencing Project
1013	4801	10001		518,392	Transfer of funds from General Fund to Development Services Stabilization Reserve
3130	4801	10001		123,000	Transfer of funds from General Fund to PRL Capital Projects Fund for Royer Park Play Structure
1012	4801	10001		4,486,252	Transfer of funds from General Fund to GF Capital Reserve
7011	4801	10001		4,486,253	Transfer of funds from General Fund to Pension Reserve Trust
TOTAL				10,563,897	

NET ADJUSTMENT	(9,490,897)
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FUND BALANCE

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
1012	3601	00000	000000	4,486,252	Increase in GF Capital Reserve available resources
1013	3601	00000	000000	518,392	Increase in Development Services Stabilization Reserve available resources
7011	3601	00000	000000	4,486,253	Increase in Pension Reserve Trust available resources
TOTAL				9,490,897	



COUNCIL COMMUNICATION

CC #: 2485
File #: 0800-03

Title: Advanced Metering Infrastructure - Roseville Municipal Code Amendment and User and Regulatory Fee Amendment
Contact: Joanna Cucchi 916-746-1609 jcucchi@roseville.ca.us

Meeting Date: 1/18/2023
Item #: 10.1.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council take the following actions:

1. Adopt a resolution approving the Advanced Metering Infrastructure (AMI) advanced meter opt-out fee and amending the 2022-2023 Master Schedule of User and Regulatory Fees to include the AMI advanced meter opt-out fee; and
2. Introduce for first reading an ordinance amending Chapter 14.24 of the Roseville Municipal Code to incorporate Section 14.24.053 adopting a monthly rate for opt-out customers.

BACKGROUND

The City of Roseville will begin to modernize our electric metering system which will provide a new industry standard meter to utility customers. These new meters wirelessly send readings and information and will become the standard meter for Roseville Electric Utility. Single-family residential customers, with the exception of net-energy metered customers, can chose to opt out of the new meter.

This action would amend the Master Schedule of User and Regulatory Fees to include a one-time fee of \$119 for customers choosing to opt out of the new meters. This fee covers the purchase cost and installation of a non-communicating meter. In addition, the proposal will amend the Municipal Code to include a monthly rate of \$15 that will be charged on the customer's utility bill. The \$15 monthly rate will be used to recover the additional costs of meter reading and bill processing for opt-out customers. This is a voluntary opt-out program and the proposed fee and rate are calculated to recover the utility's cost to provide these additional services to opt-out customers.

In order to provide relief for our income qualified customers who wish to participate in the opt-out program, the one-time fee and monthly rate will be reduced by fifty-percent (50%). For customers who participate in the low income rate reduction, senior citizen rate reduction, or medical support rate reduction programs, the one-time fee will be \$59.50 and monthly rate will be \$7.50. The

Electric Department's public benefits program will cover the remainder of the costs to low income customers.

FISCAL IMPACT

The proposed opt-out program is estimated to collect approximately \$70,000 annually and will recover the costs associated with implementing the program. The discounted opt-out for low income rate participants will be funded through the utility's public benefits program, which includes funding required to be set aside for these types of programs, in the Electric Fund.

ENVIRONMENTAL REVIEW

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

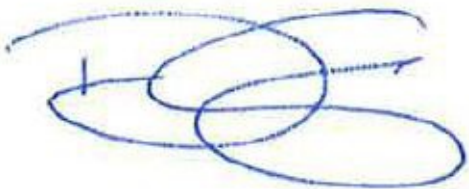
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal E - Deliver exceptional city services

Respectfully Submitted,

Joanna Cucchi, Interim Electric Finance Administrator

Daniel Beans, Electric Utility Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 23-015

Master Fee Schedule Electric fees

Opt-out ordinance-Municipal Code Amendment

RESOLUTION NO. 23-015

ADOPTING AN AMENDED SCHEDULE OF USER AND REGULATORY FEES

WHEREAS, user and regulatory fees are established by the City Council; and

WHEREAS, on April 20, 2022, the City Council adopted an updated schedule of fees for use in Fiscal Year 2022-23; and

WHEREAS, the City of Roseville will begin to modernize our electric metering system which will provide a new industry standard meter to utility customers; and

WHEREAS, these new meters wirelessly send readings and information and will become the standard meter for Roseville Electric Utility; and

WHEREAS, this will require an amendment to the Master Schedule of User and Regulatory Fees to include a one-time fee of \$119 for customers choosing to opt-out of the new meters to cover the purchase cost and installation of a non-communicating meter; and

WHEREAS, the proposal will also amend the Municipal Code to include a monthly rate of \$15 that will be charged on the customer's utility bill to recover the additional costs of meter reading and bill processing for opt-out customers.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that the amended Schedule of User and Regulatory Fees is hereby adopted; and

BE IT FURTHER RESOLVED that these fees are incorporated into the City's current master Schedule of User and Regulatory Fees.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 2023, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

Electric Fees

Fee Description		FY 22-23 Fee	Unit	Note	Y'rly In'fltr
Solar Energy Program - Meter Upgrade Charges					
1	Residential PV Net-Meter	\$856.54			N
2	Business PV Net-Meter (<10kW system size)	\$2,028.76			N
3	Business PV Net & PBI Meter (10-100kW system size, up to 200amp PBI panel)	\$2,756.27		[a]	N
4	Business PV Net & PBI Meter (10-100kW system size, >200amp PBI panel)	\$4,535.68		[a]	N
5	Variance Review Request	\$211.40	per hour		N
6	Plan Reviews or Field Meets Exceeding the Initial and Subsequent Submittal Limit	\$211.40	per hour	[b]	N
Other Service Fees					
7	Pedestal Meter Fee	\$584.35			N
8	Temporary Power Meter Set				
	a) Temp Power Meter Set Fee - Residential	\$584.35			N
	b) Temp Power Meter Set Fee - Commercial	Actual Cost			N
9	Extension of Facilities	Actual Cost			N
10	Svc Connections and Facilities on Customer's Premises	Actual Cost			N
11	Meter Test				
	a) Test - More than six-months since prior test	\$0.00			N
	b) Test - Within six-months of meter install or prior test	Actual Cost			N
12	Overhead-to-Underground Conversion of Overhead Utilities	Actual Cost			N
13	Small Cell Plan Check Fee	\$782.12			N
14	Technology Fee	3%			N
15	Meter Opt-Out	\$119.00			N
16	Low-Income Meter Opt-Out	\$59.50			N

** Note regarding annual inflationary adjustment: For items billed at actual cost or items billed at average labor and material rates, the underlying hourly billing rates should inflate annually by the change in hourly labor rates and/or indirect cost rate multipliers.*

* All meter upgrade costs must be paid prior to receiving interconnection approval to operate the PV system.

[a] Customer is required to supply a dedicated working phone line and monitoring for the duration of the PBI payment term. See the construction standards for phone line requirements.

[b] The initial and first resubmittal plan review and the initial and first resubmittal field inspections are included in the basic Meter Upgrade Charge.

ORDINANCE NO. ____

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE ADDING
SECTION 14.24.053 TO CHAPTER 14.24 OF TITLE 14 OF THE ROSEVILLE
MUNICIPAL CODE REGARDING ELECTRICAL ENERGY

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. Section 14.24.053 of Chapter 14.24 of Title 14 of the Roseville Municipal Code is hereby added to read as follows:

14.24.053 Residential smart meter opt out.

- A. Purpose: The residential smart meter opt out rate is intended to provide an alternative metering option for single family residential customers who do not want a smart meter installed on their premise. Roseville Electric will install a non-communicating meter for opt-out customers that will be manually read monthly.
- B. Customers choosing to opt out of the smart meter program will be charged a one-time fee as adopted in the City of Roseville fee book and a monthly charge established below to recover the costs of manual meter reading and processing of their electric usage.

C. Effective with the smart meter program implementation, customers choosing to opt out of the program will be charged \$15 per meter per month. For customers who participate in the senior citizen rate reduction, low-income rate reduction, and medical support rate reduction programs, the monthly opt-out rate will be \$7.50 per meter.

D. Eligibility: in order to qualify to opt out of the smart meter program, the following conditions apply:

1. Single family residences, which may include townhomes and condominiums that are individually metered, as well as duplexes and half-plexes, are eligible.
2. Customers with a net metering rate (NM-1) are not eligible.
3. Customers who have a history of meter tampering or unauthorized use of energy are not eligible.
4. Customer opt out does not transfer to new service addresses. The customer will be required to opt-out and pay the one-time fee for each premise.
5. Customers can opt-in at any time after opt-out. However, opt-out will no longer be available for that customer at their current residence. There are no costs associated with opt-in.

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 _____, 2022, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



COUNCIL COMMUNICATION

CC #: 2499

File #: 0400-04-18 & 0400-08

Title: North Industrial Plan Area Parcel 56 (2200 Freedom Way) Blue Oaks Commerce Center – Major Project Permit Stage 1 Modification and Major Project Permit Stage 2 Appeal

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

Meeting Date: 1/18/2023

Item #: 10.2.

RECOMMENDATION TO COUNCIL

Based on the September 22, 2022 Planning Commission hearing, staff recommends the City Council deny the appeal of the Planning Commission's approval of entitlements related to the Blue Oaks Commerce Center project and take the following actions:

1. Consider the Addendum to the Blue Oaks Commerce Center Initial Study and Mitigated Negative Declaration; and
2. Adopt a resolution denying the appeal from the September 22, 2022 approval by the Planning Commission; adopting the two (2) findings of fact and approving the Major Project Permit Stage 1 Modification subject to ten (10) conditions of approval; and adopting the two (2) findings of fact and approving the Major Project Permit Stage 2 subject to ninety-three (93) conditions of approval.

BACKGROUND

This Council Communication provides a summary of the project, the Planning Commission hearing and the appeal. A detailed project background and evaluation is provided in the Planning Commission staff report, included as Attachment 1. This project was originally listed on the Council's December 7, 2022 agenda and after additional correspondence was received from the appellant on December 6 and 7, the applicant requested a continuance of the project to address this correspondence. The Council voted to continue the project to January 18, 2023.

The project site is located at 2200, 2301, and 2201 Freedom Way, at the southwest corner of Blue Oaks Boulevard and Fidelity Way. The project has a zoning designation of General Industrial (M2) and a land use designation of General Industrial (IND) and is located on Parcel 56 of the North Industrial Planning Area (NIPA). The project site is bordered by Blue Oaks Boulevard to the north, a developed office building and an undeveloped parcel to the east, developed industrial uses to the south and Industrial Avenue and a railroad corridor to the west.

Project Description

The applicant requests approval of an MPP Stage 1 Modification to change the approved site plan by increasing the square footage of the industrial buildings on the site by approximately 50,000 square feet. The modification will also reorient the layout of the project site and reduce the overall number of industrial buildings. Furthermore, the project includes an MPP Stage 2 to evaluate the architecture and landscape plans of the four (4) new industrial buildings and associated site improvements. The future tenants of the buildings are unknown at this time, but it is anticipated that uses will include warehousing, light manufacturing, and/or distribution with office space. A detailed description and evaluation of the project is included in the Planning Commission staff report (see Attachment 1). The project site plan is included as Exhibit B.

Summary of Planning Commission Meeting

The project was heard by the Planning Commission on September 22, 2022. The Commission asked questions relating to the high volume of traffic along Blue Oaks Boulevard and whether any future CIP improvements are proposed on Blue Oaks, near the project site. Staff responded that the traffic associated with the proposed project is consistent with the citywide traffic model and that the widening of the Blue Oaks bridge is identified as a future CIP project. No public comments were provided during the hearing.

The Planning Commission considered the item and voted to approve the Major Project Permit Stage 1 Modification subject to ten (10) conditions of approval and the Major Project Permit Stage 2 subject to ninety-three (93) conditions of approval. The motion passed with a vote of 6 ayes, 0 nays, and 1 absent.

Appeal

On September 30, 2022, the City received a notice of appeal of the Planning Commission's decision from the Lozeau Drury law firm, representing the Laborers' International Union of North America, Local Union No. 185 (see Attachment 2). The appeal letter alleged the project should have completed an Initial Study and Mitigated Negative Declaration instead of an Addendum because mitigation measures are necessary to address the project's significant cumulative air quality impacts and air pollution emissions and energy usage.

On October 20, 2022, the City received a letter from Buchalter Law Group (see Attachment 3), representing Schnitzer Properties (the applicant), concurring with the City's CEQA determination that an Addendum was the appropriate environmental document for CEQA compliance, and requesting the City Council adopt the Addendum to the Blue Oaks Commerce Center Initial Study and Mitigated Negative Declaration.

The following provides a summary of the issues raised in the original appeal letter along with the staff response.

Response I, Air Quality

The appeal asserts the Project may have potentially significant cumulative air quality impacts that were not previously analyzed in the 2010 NIPA Blue Oaks Commerce Center Initial Study and Mitigated Negative Declaration (NIPA Blue Oaks Commerce Center IS/MND) and new mitigation measures would substantially reduce one or more significant cumulative air quality impacts.

The appellant asserts that since the adoption of the NIPA Blue Oaks Commerce Center IS/MND there are new standard mitigation measures related to distribution centers and warehouses that would reduce the cumulative air quality impacts of the Project. However, the appellant fails to provide Project-specific impacts associated with air quality that would warrant new mitigation

measures. According to California Environmental Quality Act (CEQA) Guidelines § 15162, an Addendum to a previously certified and adopted negative declaration or environmental impact report may be prepared for a project if only minor technical changes or additions are necessary or none of the conditions calling for the preparation of a subsequent EIR or negative declaration have occurred. As described in the Addendum, the increase of approximately 50,000 square-feet does not result in a substantial increase in the severity of a previously identified impact which would warrant an IS/MND or EIR. The Project air quality impacts associated with the increase in square footage of the Project are consistent with the development scenarios previously analyzed in the NIPA Blue Oaks Commerce Center IS/MND. Furthermore, current Placer County Air Pollution Control District (PCAPCD) regulations, which are designed to ensure compliance with air quality standards, apply to the Project. Based on this information and the applicable mitigation measures previously outlined in the NIPA Blue Oaks Commerce Center IS/MND, the Project would not require any new mitigation measures.

Response II, Air Pollution & Energy

The appeal asserts the Project did not appropriately analyze the increase in energy usage associated with the increase in the building square footage.

The appellant provided no analysis or evidence that would prove their assertion, but rather the appellant makes a speculative and general statement that the increase in the Project building square footage would generate an increase in energy usage because of an increase in trucks. The Addendum acknowledges that Energy was not previously analyzed in the 2010 NIPA Blue Oaks Commerce Center IS/MND because Energy is a new issue area that is now required to be examined. However, based on the Project's land use designation, the assumed development was evaluated as part of the citywide analysis prepared for the General Plan Update EIR, which assessed the energy demand and determined that the Project would not result in substantial unplanned demands, nor would it result in inefficient, wasteful, or unnecessary consumption of energy. The Project is within the scope of development assumed within the General Plan analysis. Thus, emissions from the project are not a new, project-specific impact requiring analysis, and per the tiering provisions of CEQA additional environmental analysis is not required. It is explicitly stated in the General Plan Update EIR that the EIR will be used by future projects for this tiering.

On December 6 and 7, 2022 the City received additional correspondence from the appellant (see Attachments 4 and 5). In both letters, the appellant expanded on the allegations regarding air quality, air pollution and energy that were raised in the September 30, 2022 appeal letter and introduced a new concern related to biological resources. These letters did not introduce any new evidence that warrants additional responses to the September 30, 2022 appeal letter, regarding air quality, air pollution, or energy usage. The new issue raised relates to speculation that the increased square footage of the project could result in additional truck traffic, which would then result in 669 vertebrate related vehicle deaths per year. Staff worked with the applicant to have a biologist visit the project site and provide an analysis of wildlife occurrences and habitat on or nearby. The biologist visited the site on December 15, 2022 and concluded (see Attachment 6) that there is no evidence to support the appellant's assertion that the project will result in 669 wildlife fatalities per year.

On December 21, 2022, the City received a second letter from Buchalter Law Group, representing Schnitzer Properties (see Attachment 6). This letter provides a detailed response to the appellant's most recent allegations and concludes with concurrence of the City's determination that the Addendum to the Blue Oaks Commerce Center Initial Study and Mitigated Negative Declaration is the appropriate document for CEQA compliance.

Public Outreach

The proposed project was distributed to all internal and external agencies and departments who have requested such notice, and all comments or recommended conditions of approval have been incorporated into the project, as appropriate. Notice of both the Planning Commission hearing and the City Council hearing was published in the Roseville Press Tribune and on the Roseville Coalition of Neighborhood Associations (RCONA) website, and mailed to all property owners and residents within a 300 foot radius of the project site. As of the writing of this report, staff has not received any public comment regarding the project.

Conclusion

Based on the analysis, the proposed project is consistent with the City's General Plan, Zoning Ordinance, North Roseville Area Design Guidelines, Community Design Guidelines, and the prior Blue Oaks Commerce Center project approvals. Therefore, staff recommends that the City Council deny the appeal of the Planning Commission's approval of entitlements and approve the Major Permit Project Stage 1 Modification and Major Project Permit Stage 2.

FISCAL IMPACT

The development of the site with four (4) new industrial buildings and associated site improvements will not result in negative impacts to the City's General Fund as it will develop two (2) vacant parcels with four (4) new industrial buildings.

ENVIRONMENTAL REVIEW

The City of Roseville, acting as Lead Agency, prepared an Addendum to the Blue Oaks Commerce Center Initial Study and Mitigated Negative Declaration (Adopted on May 27, 2010) for the Blue Oaks Commerce Center project (File #PL22-0101) consistent with CEQA Section 15164. This Addendum (see Exhibit A) evaluated the impact of development of the Blue Oaks Commerce Center, which includes the project site. The proposed project is substantially consistent with the Project previously evaluated in the Initial Study and Mitigated Negative Declaration (Adopted on May 27, 2010) and no new significant effects are expected to occur. In the September 30, 2022 appeal, Lozeau Drury challenges the determination that an Addendum was the appropriate environmental document for the Blue Oaks Commerce Center project and that the City should prepare a subsequent Mitigated Negative Declaration in lieu of the Addendum. However, the appeal letter does not offer any substantial evidence to support the claim for a subsequent Mitigated Negative Declaration. As mentioned above, in the analysis of the appeal, staff is confident that the Addendum adequately evaluated the Project and concluded that it would not result in any new or substantially more severe environmental impacts. Based on the analysis contained in the Addendum, the Addendum is the appropriate environmental document for this project.

The background section of this report provides a description of the appellant's concerns regarding the Addendum as well as a staff response and the response from the Applicant.

Therefore, staff recommends the City Council consider the proposed Addendum to the Blue Oaks Commerce Center Initial Study and Mitigated Negative Declaration.

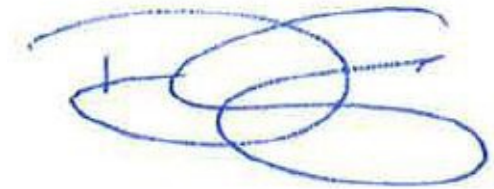
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal D - Enhance economic vitality
Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Escarlet Mar, Associate Planner

Mike Isom, Development Services Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Attachment 1 Planning Commission Staff Report

Attachment 2 Appeal

Attachment 3 Buchalter Response to September 22, 2022 letter

Attachment 4 Lozeau Drury December 5, 2022 letter

Attachment 5 Lozeau Drury December 7, 2022 letter

Attachment 6 Buchalter Response to December letters

Exhibit A - Addendum

Attachment 7 Vicinity Map

Resolution 23-023

Exhibit B Site Plan

Exhibit C Preliminary Grading Plan

Exhibit D Preliminary Utility Plan

Exhibit E Topographic & Boundary Survey

Exhibit F Landscape Plan

Exhibit G Floor Plan

Exhibit H Elevations

Exhibit I Site Lighting Plan & Photometric

Exhibit J Materials and Color Board

**PLANNING DIVISION STAFF REPORT****PLANNING COMMISSION MEETING** September 22, 2022

Prepared by: Escarlet Mar, Associate Planner

ITEM 6.2: **Major Project Permit Stage 1 Modification and Major Project Permit Stage 2 – 2200 Freedom Way – NIPA PCL 56 – Blue Oaks Commerce Center – File #PL22-0101****REQUEST**

The applicant requests approval of a Major Project Permit (MPP) Stage 1 Modification and MPP Stage 2 to allow construction of four (4) industrial buildings totaling approximately 310,000 square feet in size, which will be located on two (2) parcels totaling 23.94-acres in size.

Applicant – Jennifer Kimura, VLMK Engineering + Design
Property Owner – Harsch Investment Properties II, LLC

SUMMARY RECOMMENDATION

The Planning Division recommends the Planning Commission take the following actions:

1. Consider the Addendum to the Blue Oaks Commerce Center Initial Study and Mitigated Negative Declaration; and
2. Adopt the two (2) findings of fact and approve the Major Project Permit Stage 1 Modification subject to ten (10) conditions of approval; and
3. Adopt the two (2) findings of fact and approve the Major Project Permit Stage 2 subject to ninety-three (93) 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 all recommended conditions of approval.

BACKGROUND

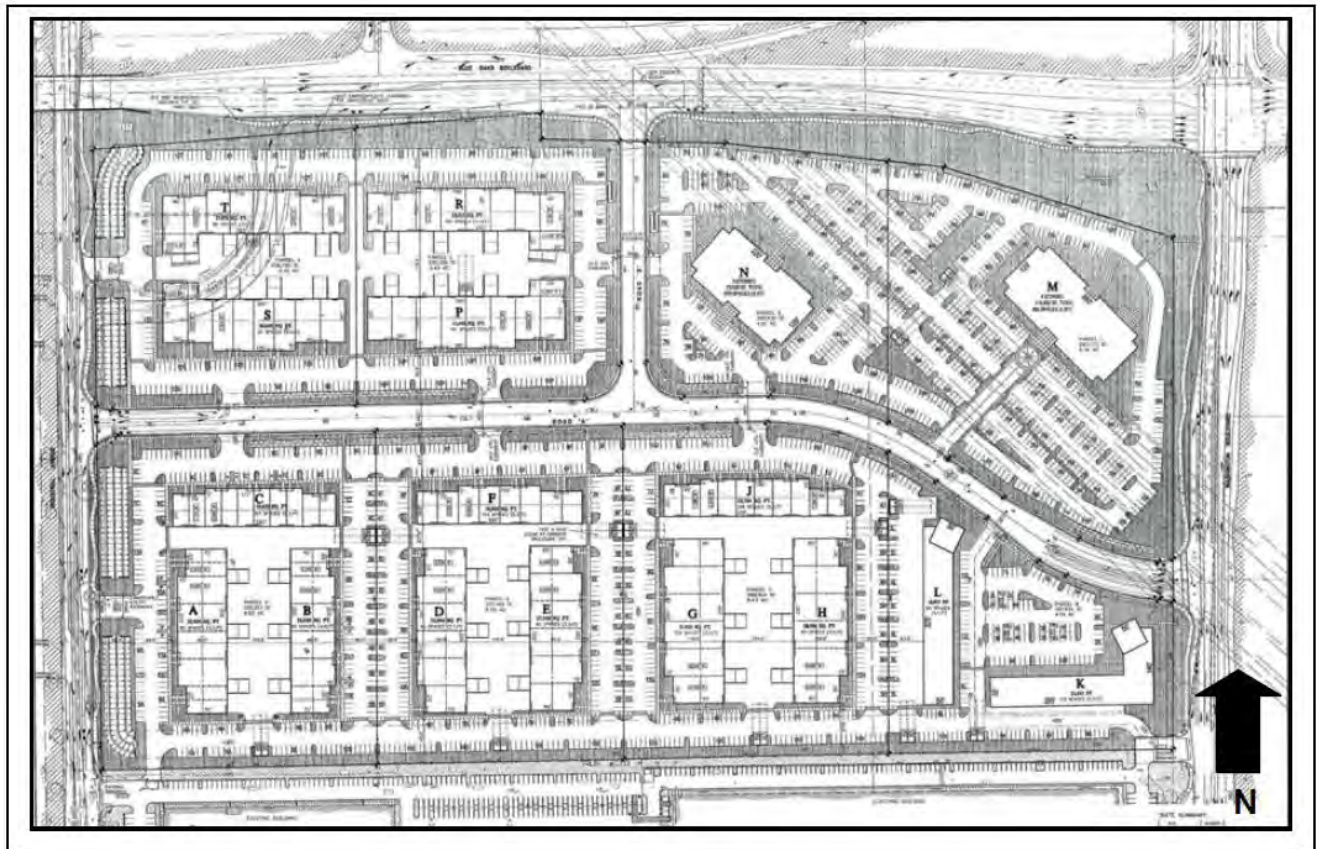
The project site is located at 2200, 2301, and 2201 Freedom Way, at the southwest corner of Blue Oaks Boulevard and Fidelity Way (see Figure 1). On June 1, 2022, planning staff approved a Voluntary Merger (File# PL22-0059) to merge Parcel 4 (017-123-083) and Parcel 5 (017-123-084) of the Blue Oaks Commerce Center Subdivision Parcel Map into one (1) parcel. As of this writing, the lot merger has been recorded. The project has a zoning designation of General Industrial (M2) and a land use designation of General Industrial (IND) and is located on Parcel 56 of the North Industrial Planning Area (NIPA). The North Roseville Area Design Guidelines were adopted in order to influence the general character of development within the NIPA. The project site is bordered by Blue Oaks Boulevard to the north, a developed office building and an undeveloped parcel to the east, developed industrial uses to the south and Industrial Avenue and a railroad corridor to the west.

On May 27, 2010, the Planning Commission approved a Major Project Permit (MPP) Stage 1 and a Tentative Subdivision Map for development of the Blue Oaks Commerce Center project with a 575,505 square feet office, industrial and retail complex (File# 2007PL-039) (see Figure 2 below). An Initial Study leading to a Mitigated Negative Declaration was prepared as part of the MPP Stage 1 and Tentative Subdivision Map for the project to evaluate the environmental impacts of developing NIPA PCL 56, which was adopted by the Planning Commission.

Figure 1: Project Location

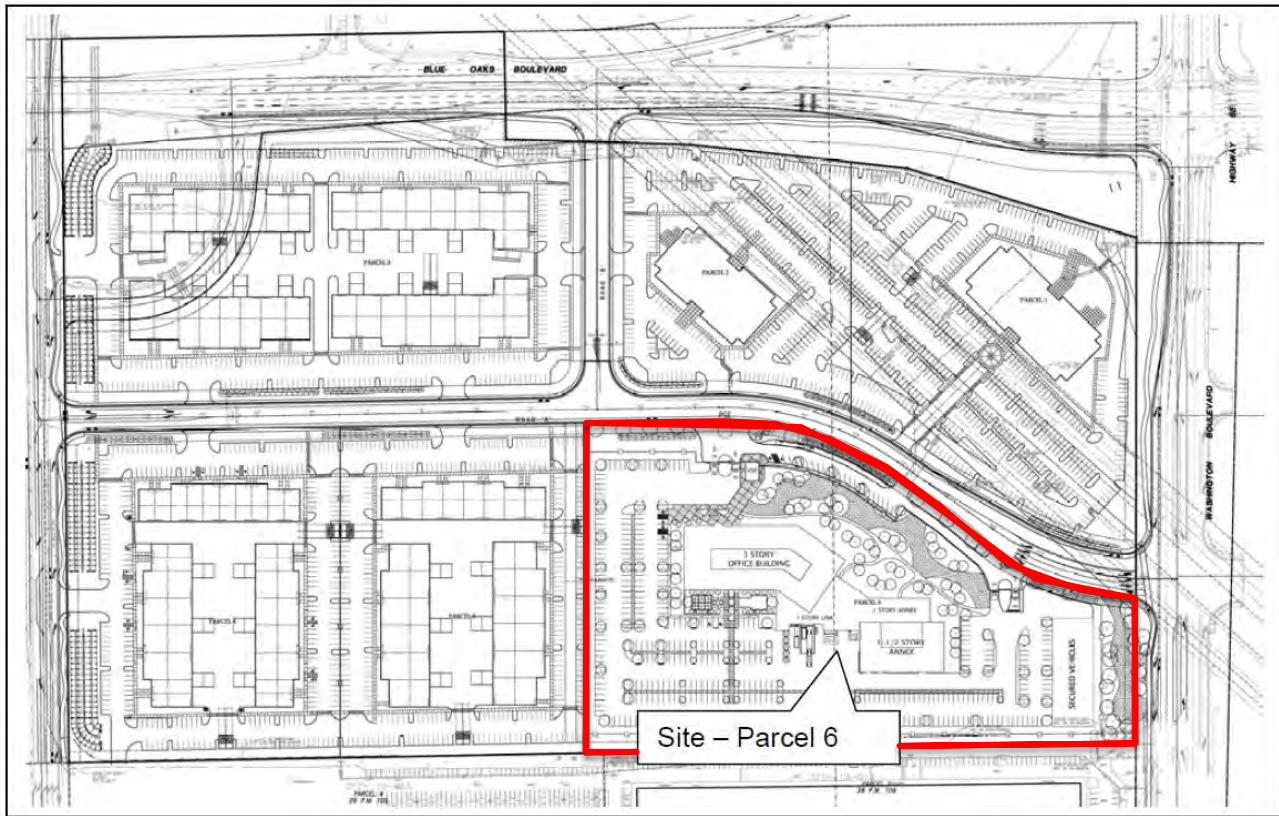


Figure 2: Approved Blue Oaks Commerce Center Site Plan (File# 2007PL-039)



On October 23, 2014, the Planning Commission approved a modification to the MPP Stage 1 site plan to allow the elimination of the retail portion of the project and replace 80,724 square feet of industrial uses with an approximately 122,385 square foot three story office building for the Federal Bureau of Investigation (FBI) (see Figure 3). A MPP Stage 2 was also approved for the FBI Office building, which approved the building architecture, site grading, and on-site landscaping. The MPP Stage 1 entitlement approved in 2010 included conceptual landscape plans for the Blue Oaks Commerce Center. The landscape plans were deemed to be consistent with the North Roseville Area Design Guidelines (NRADG). The NRADG was adopted in 1992 and does not address current water efficient landscape requirements. On May 24, 2016, the Planning Manager approved an Administrative Permit to modify the master landscape plan for the Blue Oaks Commerce Center to include more drought tolerant species and meet current water efficiency standards.

Figure 3: Blue Oaks Commerce Center Modified Site Plan (red)



Proposed Project

The proposed project is located on Parcel 1, 4, and 5 as illustrated in Figure 4. The total area of the project site is approximately 23.94 acres. The revised project will allow the development of four (4) industrial buildings totaling approximately 310,000 square feet in size with associated parking, lighting, and landscaping (see Figure 5). The eastern corner parcel of the previously approved Blue Oaks Commerce Center will remain unchanged with this application.

The request for an MPP Stage 1 Modification would change the approved site plan by increasing the square footage of the industrial buildings on the site by approximately 50,000 square feet. The modification will also reorient the layout of the project site and reduce the overall number of industrial buildings. Lastly, the project includes an MPP Stage 2 to evaluate the architecture and landscape plans of the four (4) new industrial buildings and associated site improvements. The future tenants of the buildings are unknown at this time, but it is anticipated that uses will include warehousing, light manufacturing, and/or distribution with office space.

Figure 4: Blue Oaks Commerce Center Parcel Maps

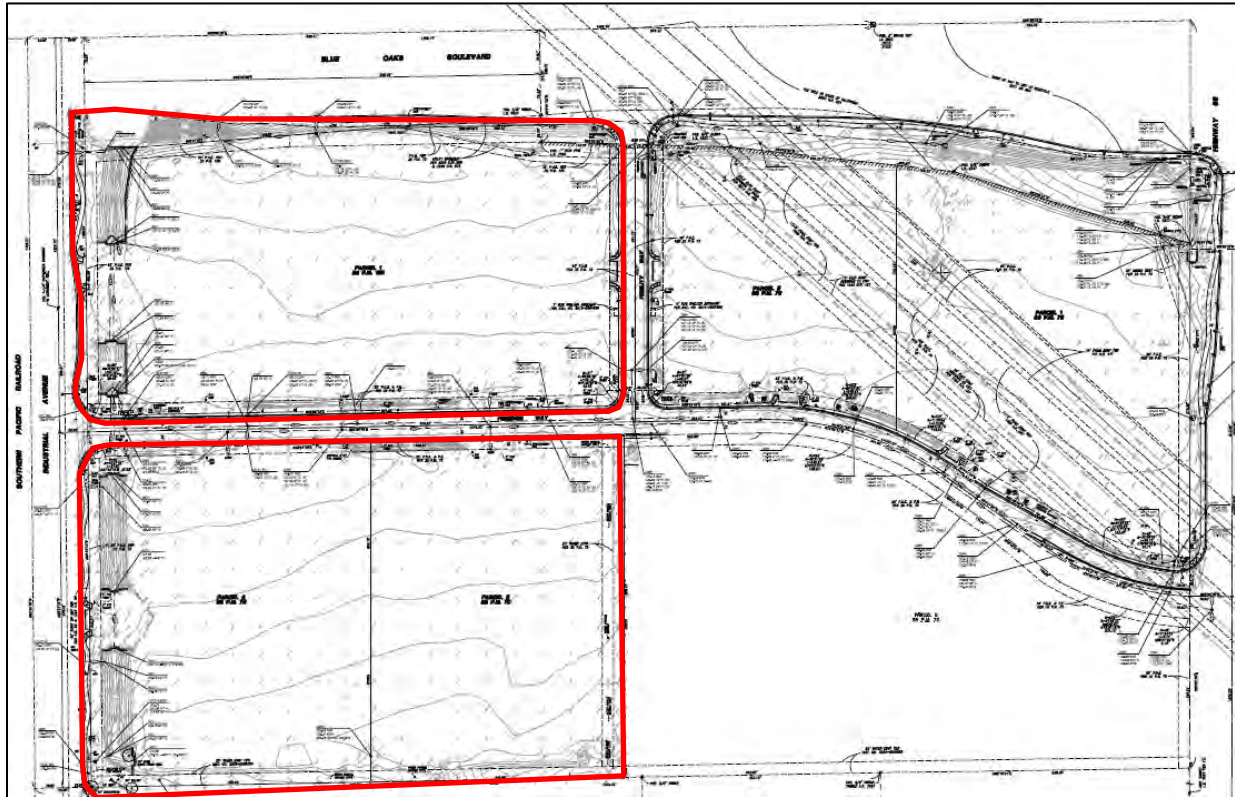
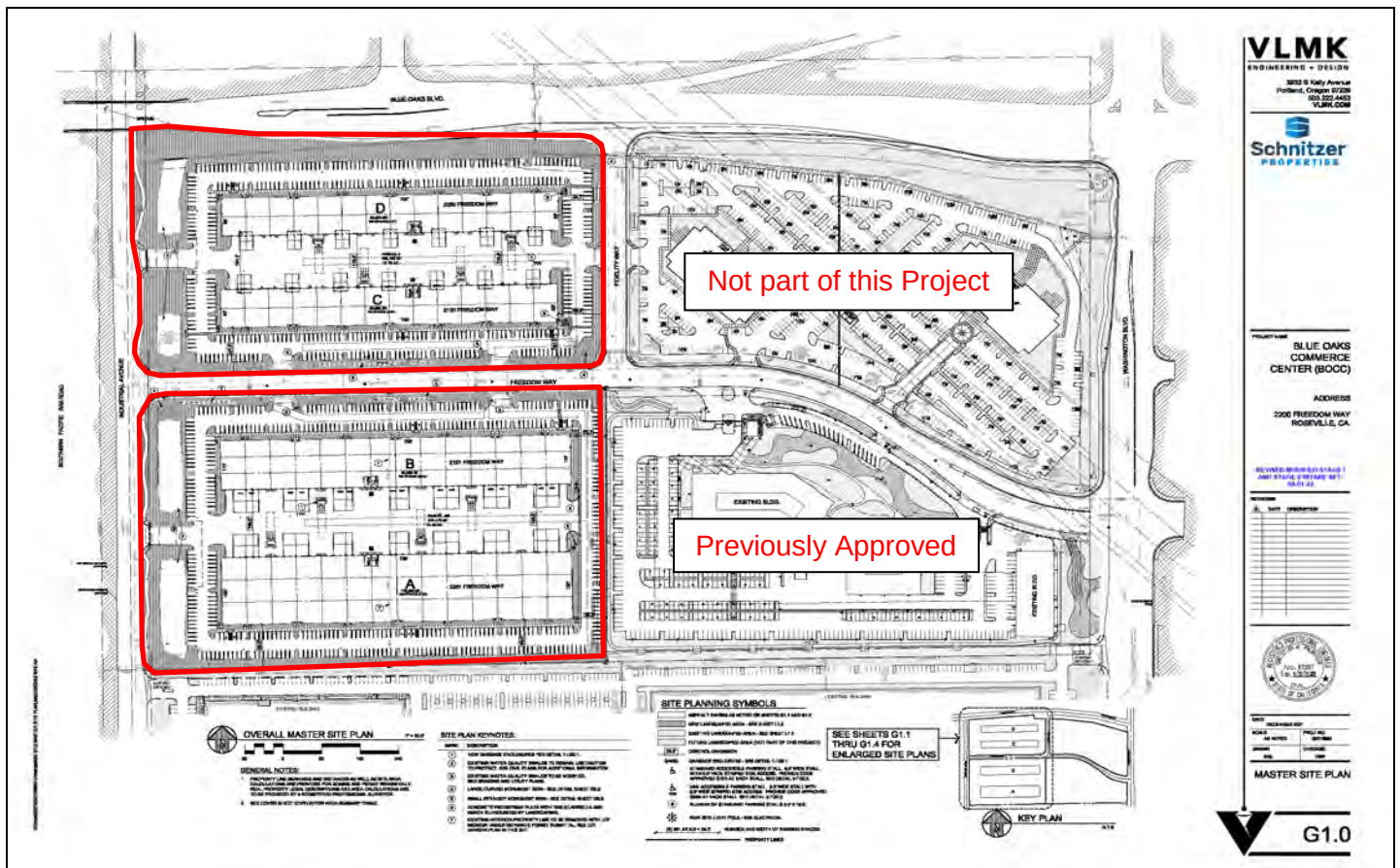


Figure 5: Overall Conceptual Site Plan



EVALUATION

The proposed project is being evaluated through the Major Project Permit entitlement process. The intent of the MPP process is to streamline the review of large and diverse projects that could be constructed over a period of several years. The MPP process allows for the resolution of site issues prior to the review of more detailed architectural and landscape plans that may not be finalized at the time the site plan is ready. In accordance with the City's MPP Section of the Zoning Ordinance, the MPP review process is segregated into three separate stages. The evaluation section of this report includes an analysis of the requested MPP Stage 1 Modification and MPP Stage 2. Each entitlement is analyzed for its consistency with the goals and policies of the applicable regulations, including the General Plan, the Zoning Ordinance, the Community Design Guidelines, the North Industrial Planning Area, and the North Roseville Area Design Guidelines.

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 modifying the site plan and constructing four (4) new industrial buildings. 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 MPP Stage 1 (or modification of same) 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 the MPP 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.***

These findings are essentially the same, with the MPP Stage 1 Modification findings referring to the preliminary development plan, and the MPP Stage 2 findings referring to the architecture and landscaping, as well as consistency with the Stage 1 project. Therefore, for the purposes of this evaluation, both stages are examined together.

Site Plan and Building Siting: The project will modify the approved site plan by reorienting the industrial buildings on parcels 1, 4, and 5, and increasing the total square footage by approximately 50,000 square feet. Parcel 1 is situated at the southwest corner of Blue Oaks Boulevard and Fidelity Way, and Parcels 4 and 5 are located south of Parcel 1 and bounded by Industrial Avenue to the west and Freedom Way to the north.

As previously mentioned, on June 1, 2022, City staff approved a Voluntary Merger (File# PL22-0059) to merge Parcel 4 (017-123-083) and Parcel 5 (017-123-084) of the Blue Oaks Commerce Center Subdivision Parcel Map into one (1) parcel (resultant Parcel A). As of this writing, the Lot Merger has been recorded. Therefore, the project will encompass two (2) legal parcels.

Figure 6: Parcel 1 Proposed Site Plan

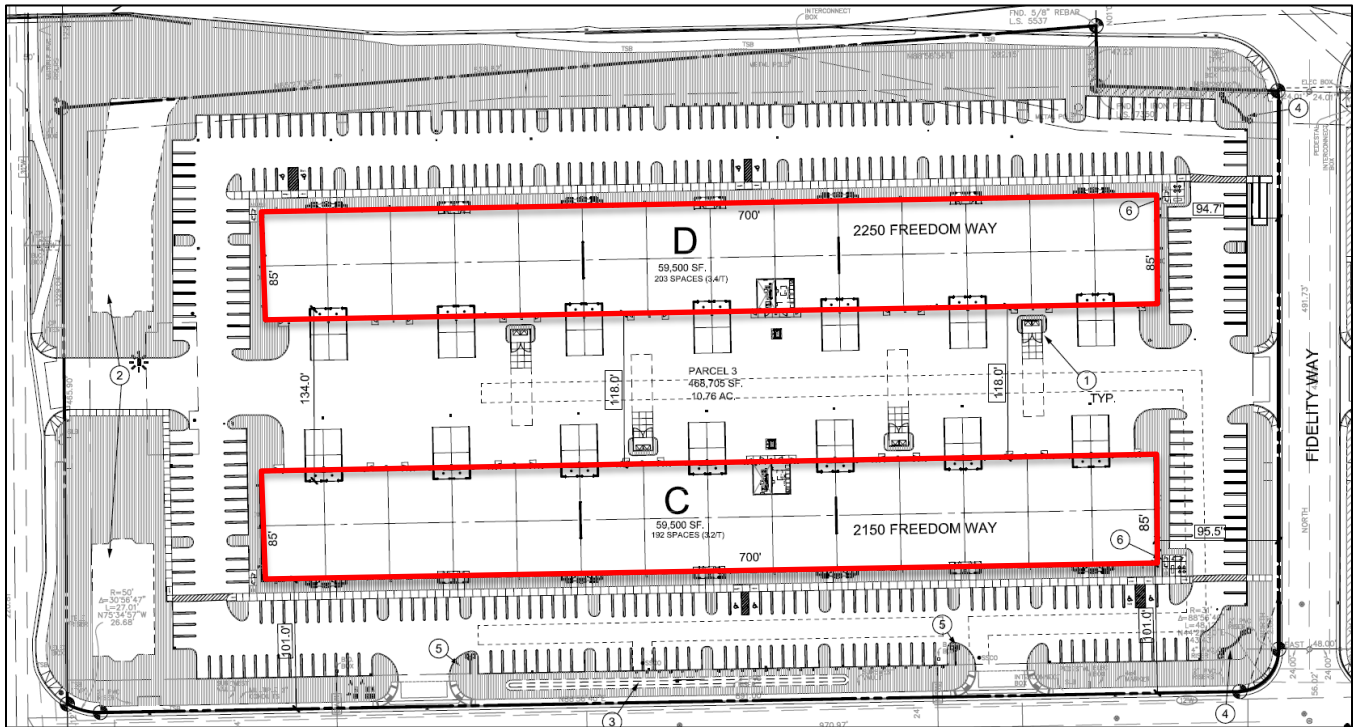
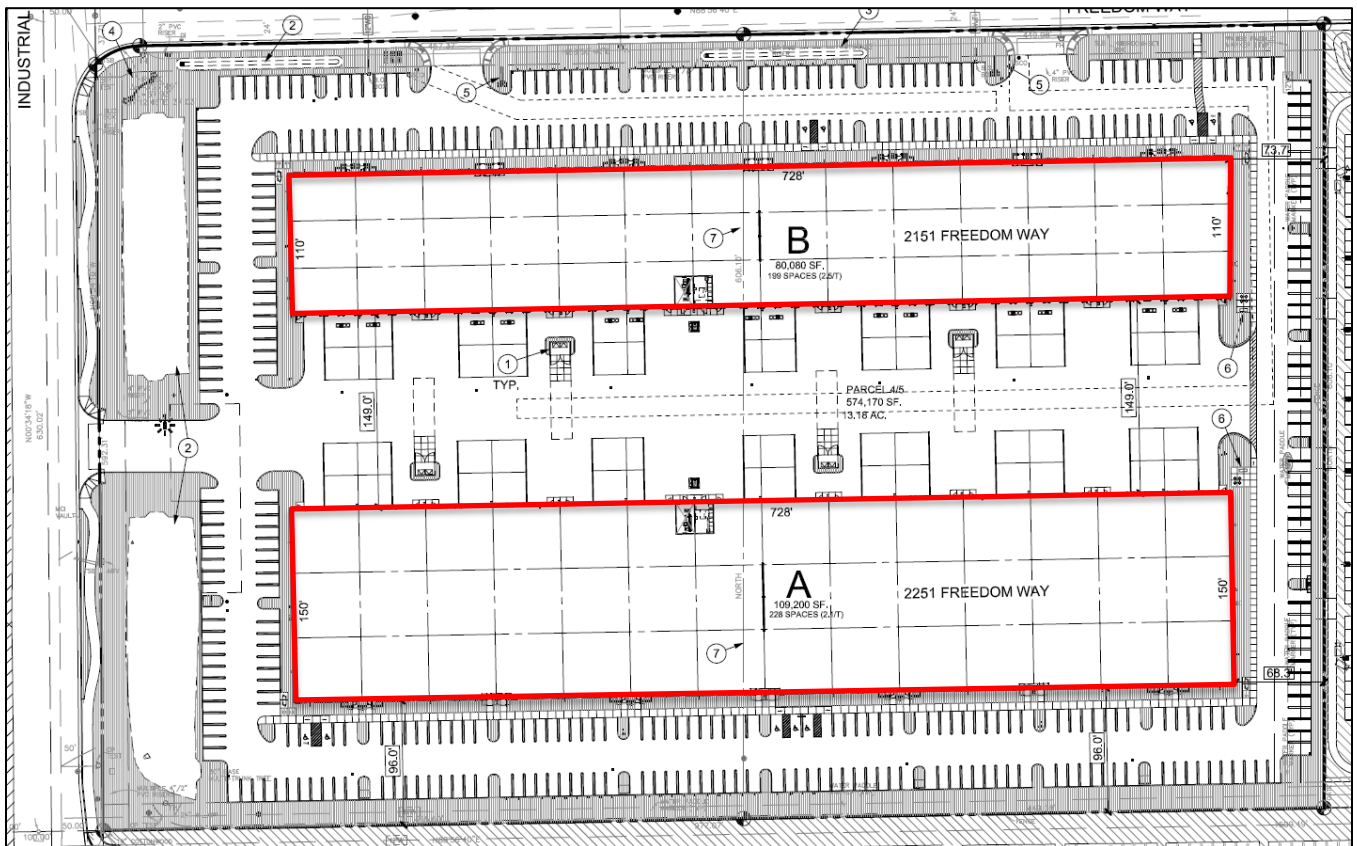


Figure 7: Parcel A Proposed Site Plan



Parcel 1 is proposed with two (2) standalone industrial buildings measuring 85 feet in width and 700 feet in length, totaling 119,500 square feet of building area (see Figure 6). Building D is setback approximately

120 feet from Blue Oaks Boulevard and has a front average setback of 105 feet. Similar to Parcel 1, Parcel A is proposed with two (2) standalone industrial buildings (see Figure 7). Building A is proposed to measure approximately 150 feet in depth and 730 feet in width. Building B is proposed to measure 110 feet in depth and 730 feet in width. The total square footage of Buildings A and B is approximately 189,300 square feet in size.

The NRADG requires minimum landscape setbacks for both Primary Arterial Corridors and Secondary Arterial Corridors. According to the NRADG, Blue Oaks Boulevard is designated as a Primary Landscape Corridor and Industrial Avenue as a Secondary Landscape Corridor, therefore, a 50 foot landscape corridor is proposed along Blue Oaks Boulevard and a 35 foot landscape corridor is proposed along Industrial Avenue. At the northeast corner of Parcel 1 the parking stalls encroach 2 feet within the landscape corridor. As a result of this encroachment the landscape corridor is decreased by two (2) feet, to allow for a minimum drive aisle width of 24 feet which will allow adequate emergency access and backup distance for vehicles exiting these spaces. This minor reduction in setback is supported by staff and is the only area of the project site where the landscape corridor is less than 50 feet.

Pursuant to the NRADG, a building pad landscape area of 10 feet is also required around the buildings. Buildings A-D all propose this landscape zone around the buildings where permissible.

Vehicle Access and Circulation: The changes to the site plan will result in modifications to the access and circulation pattern of the parcels. The project will provide driveways along Industrial Avenue to the west, along Freedom Way to the south and north, and along Fidelity Way to the east, consistent with the original MPP approval. However, a vehicle access evaluation of the project site was prepared by Fehr & Peers (Attachment 2) and found that the second driveway along Industrial Avenue would permit full turning movements. The same study also found that the driveway north of Freedom Way and South of the Blue Oaks Bridge would only permit right-turns in and out of the site.

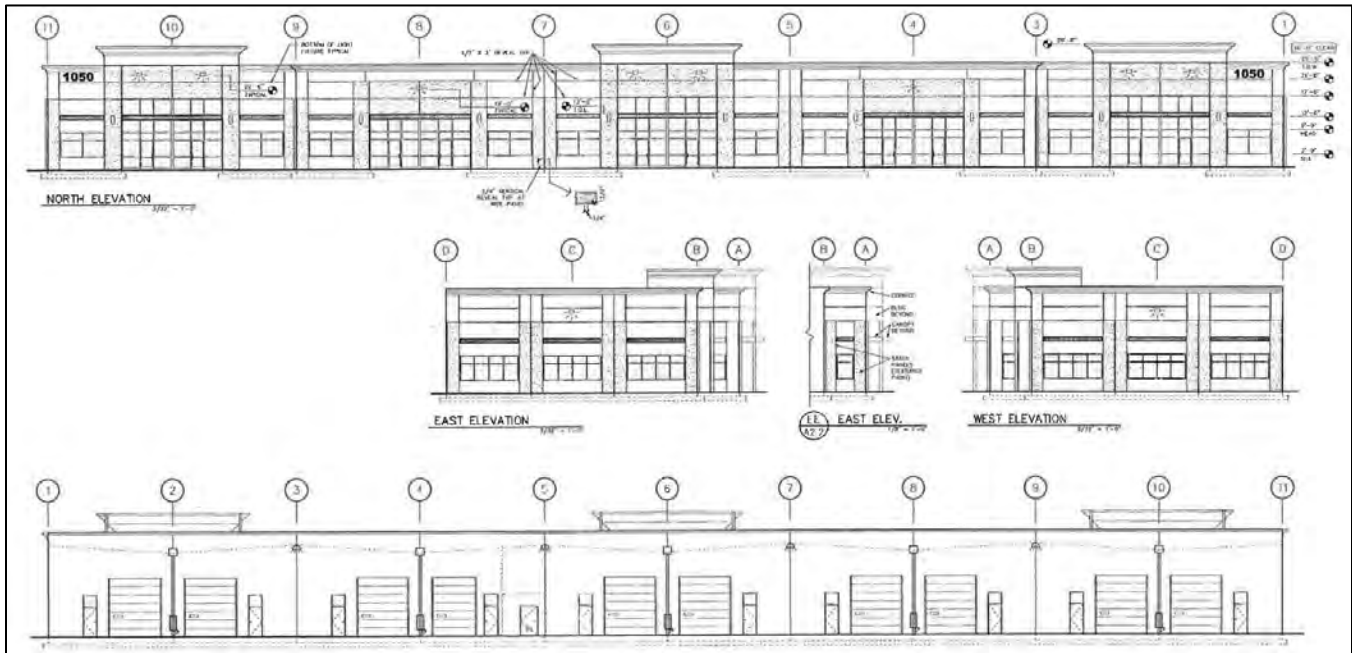
Therefore, the Engineering Division has added Condition #7, which will require the driveway along Industrial Avenue on Parcel 1 to restrict inbound and outbound movements to right-turns only by constructing a narrow raised curb on the east edge of the median within Industrial Ave. City Engineering and Fire Department staff have reviewed the project and found it to conform to City design standards and emergency vehicle response standards. The project has adequate vehicle site access, meets design standards, and will not be detrimental to public health and safety.

Parking: The Blue Oaks Commerce Center project was approved and designed so that adequate parking for all uses was provided on each parcel independent of other projects and will meet the City's parking standards.,

Based on the Zoning Ordinance parking requirement for general industrial uses, the project is required a minimum of 400 parking spaces. Between the Parcels 1 and A, the project proposes 822 parking spaces, 4 bike parking, and 99 Clean Air/EV parking spaces, exceeding the parking requirement.

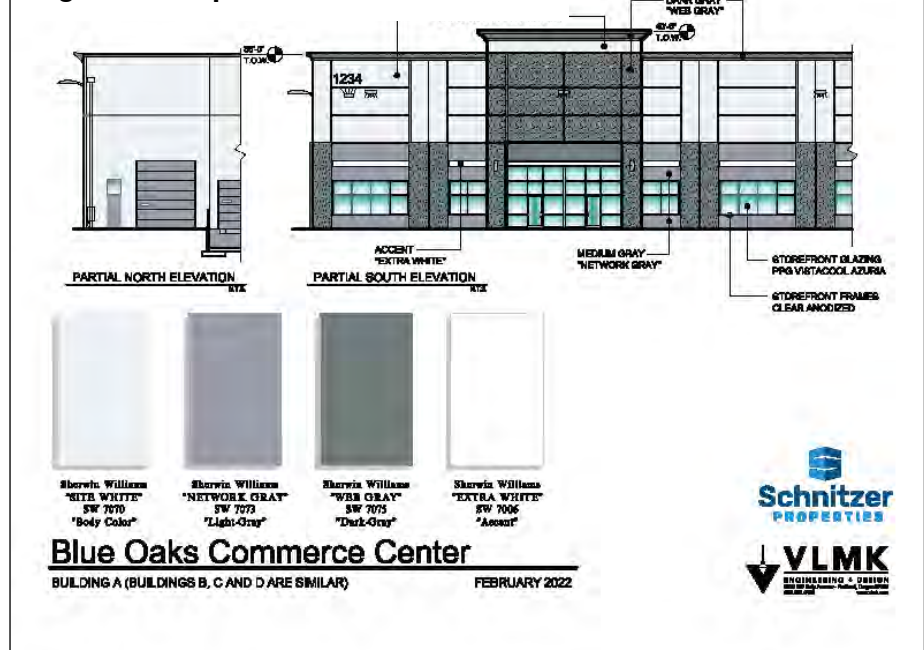
Architecture: The Blue Oaks Commerce Center MPP Stage 1 included the review and approval of the conceptual architecture and landscaping for the site. The purpose of the conceptual plans is to show a consistent architecture and landscape theme, in compliance with the applicable design guidelines, that provides a guide for development of the site. The Community Design Guidelines suggest that projects with multiple buildings develop an architectural theme throughout the project. The Blue Oaks Commerce Center MPP Stage 1 conceptual plans show a concrete tilt-up construction, score lines and wall, and roof line variation to provide visual interest, consistent with the Community Design Guidelines (see Figure 8).

Figure 8: Blue Oaks Commerce Center MPP Stage 1 Approved Building Elevations



The Blue Oaks Commerce Center Buildings A, B, C, & D will be of similar design to the approved MPP Stage 1 plans. The project buildings are designed as a concrete tilt-up industrial buildings with architecture features like reveals, stepped facades and parapets, metal cornices, steel beam accents over the windows and canopies at the entries. The buildings are rectangular in shape with variation in height to break up the structure and provide visual interest. The heights of the buildings vary between 35 feet and 43 feet tall, consistent with the NRADG. The project incorporates a similar paint palette found in other warehouse buildings within the vicinity, the buildings are proposed a variation of grey and white colors (see Figure 9).

Figure 9: Proposed Color Palette



The buildings are designed with a main entrance door defined by the forward presentation and aluminum storefront windows. The back elevations of each building will consist of a metal roll-up door for the loading dock area. The proposed evergreen trees at the corners of each building will minimize the views of the loading docks from public view. As proposed, the design of the buildings is similar to the approved Blue Oaks Commerce Center MPP Stage 1, and is consistent with the NRADG and the CDG.

Landscaping: The Blue Oaks Commerce Center conceptual landscape plans included a master landscape palette to be applied throughout the project. The proposed planting plan includes street trees suggested in the NRADG, shade trees, accent trees, and drought tolerant plants. Trees include a mix of London Planes and Chinese Pistache along the roadways and within the parking area, and Red Maples, Birch, Deodar Cedar, Loquat, Hawthorne, and Crape Myrtles around the building. Curvilinear lawns, areas of mow-free fescue, and shrub plantings are to be used along roadway frontages. The water quality swales should also be planted with trees and suitable vegetation that will allow the water treatment system to function properly. Consistent with the NRADG, 10 feet of planting area will be provided around the base of all buildings. The final landscaping will be required to adhere to the Water Efficient Landscaping Ordinance (WELO).

Landscaping within the parking area will consist of a mix of Cherokee crape myrtle and drake lacebark elm. The CDG requires that 50-percent of the paved parking areas be shaded by trees at 15-year maturity. The landscaping plan indicates that the project site will provide 54-percent parking lot shading, meeting the requirement. Lastly, along the north side of Freedom Way a Pacific Gas & Electric (PG&E) gas main exists that precludes any trees or shrubs to be located within five feet of the gas line. The proposed site plan shows the majority of the street trees would be located a minimum of five (5) feet from this line. To ensure this requirement, Condition #10 has been added to the project. Overall, the landscape design is consistent with the landscaping palate used throughout the NRADG and is consistent with the CDG.

Lighting: The parking lot lighting will consist of LED pole-mounted lights with an overall height of twenty-five (25) feet. This height complies with CDG Policy OI-82, which requires pole mounted lighting to be no taller than 35 feet for industrial projects. Consistent with CDG Policy OI-78, the lighting sources will have cut off lenses and be located to avoid light spillage and glare on adjacent properties and in private spaces. The lighting is conditioned to comply with the City's minimum lighting level requirements (0.5 foot-candles in pedestrian areas and 1.0 foot-candles in vehicle areas). As such, staff finds the photometric plan is consistent with the CDG.

CONCLUSION

The proposed project is consistent with the City's General Plan, Zoning Ordinance, North Roseville Area Design Guidelines, CDG, and the prior Blue Oaks Commerce Center project approvals. Therefore, staff recommends that the Planning Commission approve the MPP Stage 1 Modification and MPP Stage 2.

PUBLIC OUTREACH

The proposed project was distributed to all internal and external agencies and departments who have requested such notice, and all comments or recommended conditions of approval have been incorporated into the project, as appropriate. Early notification of the project was posted on the Roseville Coalition of Neighborhood Associations (RCONA)'s website. A notice of the public hearing was published in the Roseville Press Tribune on September 10, 2022 and a notice of the hearing was also distributed to all property owners within 300 feet of the site and posted on the RCONA website. No comments have been received as of publication of the staff report.

ENVIRONMENTAL DETERMINATION

An Addendum to the Blue Oaks Commerce Center Initial Study and Mitigated Negative Declaration (Adopted on May 27, 2010) was prepared for the Blue Oaks Commerce Center project (File #PL22-0101) consistent with CEQA Section 15164. This Addendum evaluated the impact of development of the Blue Oaks Commerce Center, which includes the project site. The proposed project is substantially consistent with the previously evaluated project, and no new effects are expected to occur.

RECOMMENDATION

The Planning Division recommends the Planning Commission take the following actions:

1. Consider the Addendum to the Blue Oaks Commerce Center Initial Study and Mitigated Negative Declaration; and
2. Adopt the two (2) findings of fact and approve the **MAJOR PROJECT PERMIT STAGE 1 MODIFICATION – 2200 FREEDOM WAY – NIPA PCL 56 – BLUE OAKS COMMERCE CENTER (BLDS. A, B, C, & D) – FILE #PL22-0101** subject to ten (10) conditions of approval; and
3. Adopt the two (2) findings of fact and approve the **MAJOR PROJECT PERMIT STAGE 2 – 2200 FREEDOM WAY – NIPA PCL 56 – BLUE OAKS COMMERCE CENTER (BLDS. A, B, C, & D) – FILE #PL22-0101** subject to ninety-three (93) conditions of approval.

CONDITIONS OF APPROVAL FOR THE MPP STAGE 1 MODIFICATION – FILE #PL22-0101

1. This Major Project Permit (MPP) Stage 1 modification approval shall be effectuated within a period of two (2) years from **September 22, 2022** and if not effectuated shall expire on **September 22, 2024**. Prior to said expiration date, the applicant may apply for an extension of time, provided this approval does not extend the expiration beyond **September 22, 2025**. (Planning)
2. The project is approved as shown in Exhibit A – B and as conditioned or modified below. (Planning)
3. The project is subject to the previously approved conditions of approval for the NIPA Blue Oaks Commerce Center MPP Stage 1 – File 2007PL-039 (MPP-000013 & SUB-000143), except as conditioned or modified below. (Planning)
4. The project shall comply with all required environmental mitigation identified in the Blue Oaks Commerce Center Initial Study and Mitigated Negative Declaration (File# 2007PL-039) and subsequent Addendum prepared for the project, and shall include all applicable mitigation measures as notes on the grading plans. (All Departments)
5. 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. (Alternative Transportation, Building)
6. The applicant shall provide a bus shelter easement at the location of the bus shelter pad along northbound Industrial Avenue, north of Freedom Way, adjacent to the site. (Engineering, Alternative Transportation)
7. The applicant shall install a raised curb at the northern driveway along Industrial Avenue, per the recommendations identified in the Technical Memorandum (Focused Access Evaluation for the Blue Oaks Commerce Center) prepared by Fehr & Peers dated July 26th, 2022. The raised curb shall begin 100 feet north of the driveway centerline and end 75 feet to the south of the driveway centerline. A One Way Only sign shall be placed within the raised curb visible to vehicles exiting the driveway. A NO U-Turn sign shall be installed at the north end of the raised curb or in the adjacent median. This will limit this driveway to right in/out only. (Engineering)
8. The applicant shall stripe a 175 foot southbound left-turn lane within the paved median to serve the southern driveway located along Industrial Avenue. All turning movements are approved on this driveway. (Engineering)
9. The address for this project shall be 2200 Freedom Wy. The address for proposed Building A shall be 2251 Freedom Wy. The address for proposed Building B shall be 2151 Freedom Wy. The address for proposed Building C shall be 2150 Freedom Wy. The address for proposed Building D shall be

2250 Freedom Wy. All projects with multi-tenants or buildings must submit a site plan with building footprint(s) and suite numbers to the Development Services Department (Business Services – Addressing) for review and approval. (Business Services).

10. All trees and shrub plantings along Freedom Way shall be at least 5-feet away from the existing Pacific Gas & Electric gas line. (Planning)

CONDITIONS OF APPROVAL FOR THE MPP STAGE 2 – FILE #PL22-0101

1. This Major Project Permit approval shall be effectuated within a period of two (2) years from **September 22, 2022** and if not effectuated shall expire on **September 22, 2024**. Prior to said expiration date, the applicant may apply for an extension of time, provided this approval does not extend the expiration beyond **September 22, 2025**. (Planning)
2. The project is approved as shown in Exhibits A – B and as conditioned or modified below. (Planning)
3. Lighting shall be reviewed with Stage Two and shall comply with Community Design Guidelines lighting standards (1 footcandle for roadways and parking lots and 0.5 footcandles for walkways). (Planning)
4. Tree plantings on the project site shall cumulatively provide a minimum of 50% shade coverage for parking areas and drive aisles, consistent with the Community Design Guidelines. (Planning)
5. Fencing and retaining walls shall be reviewed with the MPP Stage 2 application and shall be consistent with the Zoning Ordinance, Community Design Guidelines and North Roseville Design Guidelines, and improvement standards. (Planning)
6. The applicant shall pay City's actual costs for providing plan check, mapping, GIS, and inspection services. This may be a combination of staff costs and direct billing for contract professional services. (Engineering, Environmental Utilities, Finance)
7. The design and construction of all improvements shall conform to the Improvement Standards 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 until such time as grading and/or improvement plans are approved and grading and/or encroachment permits are issued by the Development Services - Engineering. (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. (Engineering)

PRIOR TO ISSUANCE OF BUILDING PERMITS:

10. All buildings shall be occupied with uses permitted in the General Industrial (M2) zone district, per the Roseville Municipal Code. Conditionally permitted uses may be permitted upon approval of a Conditional Use Permit prior to building occupancy. Uses not permitted under the current zoning shall only be permitted upon approval of a Rezone. All future development must comply with the Roseville Zoning Ordinance. (Planning)
11. Parking lot design shall conform to the City's design standards, including the following minimum standards for parking stalls:
 - a. All parking stalls shall be double-striped. Parking stalls adjacent to sidewalks, landscaped areas or light fixtures, and all Accessible stalls shall abut a 6-inch raised curb or concrete bumper. (Planning)

- b. Standard – 9 feet x 18 feet; Compact – 9 feet x 16 feet; Accessible – 14 feet x 18 feet (a 9-foot-wide parking area plus a 5-foot-wide loading area) and a minimum of one (1) parking space shall be Accessible van accessible – 17 feet x 18 feet (9-foot-wide parking area plus an 8-foot-wide loading area). (Planning)
 - c. An 'exterior routes of travel' site accessibility plan incorporating slope, cross-slope, width, pedestrian ramps, curb ramps, handrails, signage, detectable warnings or speed limit signs or equivalent means shall comprise part of the site improvement plans submitted to City for review, prior to building plan check approvals. This site accessibility plan shall also include:
 - i. Accessible parking stalls shall be dispersed and located closest to accessible entrances. The total number of accessible parking spaces shall be established by Table 11B-208.2 of the CBC.
 - ii. Accessible Parking spaces and crosswalks shall be signed, marked and maintained as required by Chapter 11 of the CBC.
 - iii. Accessible parking and exterior route of travel shall comply with CBC, Sections 11B-206 and 11B-208. (Building)
12. Signs and/or striping shall be provided on-site as required by the Planning Department to control on-site traffic movements. (Planning)
13. 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)
14. The project Landscape Plans shall comply with the following:
- a. The Landscape Plan shall indicate the location of, and be designed to avoid conflicts with, all pole-mounted light fixtures and utility equipment including (but not limited to) electric transformers, switchgear, and overhead lines; backflow preventers; fire department connections; and public water, sewer, and storm drain facilities. (Planning, Fire, Environmental Utilities, Electric, 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, (3") bark (no shredded bark) or (3") mulch covering. (Planning)
 - d. The landscape plan shall comply with the Landscape Guidelines for North Roseville Area Design Guidelines 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) 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)
15. Any roof-mounted equipment and satellite dishes proposed shall be shown on the building plans. The equipment shall be fully screened from public streets and the surrounding properties. (Planning)
16. 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)
17. 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)
18. 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)
19. 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)
20. 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)
21. For restaurants, other food services, or commercial swimming pools: The developer shall obtain all required approvals and permits from the Placer County Health Department. (Building)
22. For restaurants, other food services, or commercial swimming pools: 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)
23. 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)
24. 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. (Public Works)

25. Improvements on Industrial Avenue shall be constructed to obtain 12-foot north bound and south bound travel lanes, a 10-foot north bound auxiliary lane across the entire frontage, a 12 –foot two-way left turn lane, and a 4-foot north bound bike lane. The property frontage on Industrial Avenue shall be improved to include standard curb, gutter, and an 8-foot detached pedestrian path. The site shall be accessed, with full turn movements, through Road A and the A-7 driveways located north and south of Road A. Driveways shall be 35-feet in width and shall have 30-foot curb returns for truck access. (Engineering)
26. The Improvement Plans shall include a complete set of Landscape Plans. The Landscape Plans shall be approved with the Improvement Plans. (Planning, Public Works, Fire, Environmental Utilities, Electric)
27. 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.”* (Public Works)
28. The developer shall place bus shelters and pads on northbound Industrial Avenue north of Road A (Shelter #10-249), southbound Washington Boulevard south of Road A (Shelter #10-250), westbound Road A west of Washington Boulevard (Shelter #10-251), eastbound Road “A” before the entrance to Parcel 7 (Shelter #10-252), and southbound on Road B south of Blue Oaks Boulevard (Shelter #10-253). (Engineering/Transportation)
29. Developer shall be responsible for the installation of a bus shelter and related improvements conforming to the city's current standards on the shelter pads 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. (Engineering, Transit)
30. All driveways located on Road A and Road B shall be designed and constructed as 35-foot wide Type A-7 driveways. (Engineering)
31. The applicant shall dedicate all necessary rights-of-way or Public Utility Easement for the widening of any streets or transfer of public utilities across and over any portion of the property as required with this entitlement. A separate document shall be drafted for approval and acceptance by the City of Roseville, and recorded at the County Recorder's Office. (Public Works)
32. 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. (Alternative Transportation, Building).
33. The grading plans shall be accompanied with engineered structural calculations for all retaining walls greater than 4 feet in height. All retaining walls shall be of either split faced masonry units, keystone type construction, or cast in place concrete with fascia treatment. (Engineering)
34. 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. (Public Works)

35. Prior to the approval of the Improvement Plans, the project proponent shall provide proof of preparation and submittal of a Storm Water Pollution Prevention Plan (SWPPP) to the Regional Water Quality Control Board (RWQCB). Proof shall be in the form of the Waste Discharge Identification Number (WDID#), provided to the applicant from RWQCB, placed on the coversheet of the improvement plans. Upon approval of the improvement plans, a copy of the SWPPP shall be required onsite and available for viewing by City inspection staff upon request. (Engineering)
36. 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. (Public Works)
37. 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. (Public Works)
38. Roseville Electric will be requiring a 25' Public Utilities Easement (PUE) that runs contiguously along the east side of Road "B" and the north side of Road "A", and a 12'-6" PUE that runs contiguously along the west side of Road "B" and the south side of Road "A". (Electric, Engineering)
39. Roseville Electric will be requiring the proposed 50' landscape easement along Blue Oaks Blvd. be changed to a 50' Landscape/ Public Utility Easement. (Electric, Engineering)
40. Roseville Electric will be requiring the proposed 50' landscape easement along Washington Blvd. be changed to a 50' Landscape/ Public Utility Easement. (Electric, Engineering)
41. Roseville Electric will be requiring the proposed 35' landscape easement along Industrial Ave. to be changed to a 35' Landscape/ Public Utility Easement. (Electric, Engineering)
42. Roseville Electric will be requiring a 35' Public Utility Easement centered on all existing overhead electric lines throughout the entire site. (Electric, Engineering)
43. All street lighting along road A and B shall be installed, at the developer's expense, per the approved City of Roseville Electric Site Utility Design generated by Roseville Electric. (Electric)
44. Roseville Electric shall require additional easements to cover all high voltage electric equipment. This can be accomplished by a common area Public Utilities Easements over the each parcel or by an easement by separate document over all high voltage equipment, as shown on the approved Electric Site Utility Design, generated by Roseville Electric. (Electric, Engineering)
45. 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. (Public Works)
46. 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)
47. 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. (Public Works)

48. The applicant shall pay all applicable water and sewer fees. (Environmental Utilities)
49. 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 and sewer 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)
50. No trees are to be planted within 10' of the 30" water main along the southern boundary of the property except with the approval of the Environmental Utilities Director. (Environmental Utilities)
51. 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)
52. 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)
53. Based on the adopted fire protection codes adopted by this department, it appears that several of the buildings shall have installed a full fire alarm system subject to approval by this department. (Fire)
54. 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)
55. 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)
56. 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)
57. A covered seating or reception area at the main entrance at buildings N and M visible from the driveways, shall be provided for dial-a-ride passengers, and the drop-off/pick-up shall be signed. (Planning, Transportation)
58. The applicant/developer shall prepare a Transportation Systems Management (TSM) Plan for Blue Oaks Commerce Center to be reviewed and approved by the Transportation Commission. (Transportation)
59. All on-site external lighting shall be installed and directed to have no off-site glare. Lighting within the parking areas shall provide a maintained minimum of one (1) foot candle of light. All exterior light fixtures shall be vandal resistant. (Planning & Police)

60. 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)
61. It is the developer's responsibility to notify PG&E of any work required on PG&E facilities. (PG&E)
62. 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)
63. 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

DURING CONSTRUCTION & PRIOR TO ISSUANCE OF OCCUPANCY PERMITS:

64. 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)
65. The following easements shall be provided by separate instrument and shown on the site plan, unless otherwise provided for in these conditions:
 - a. Water and sewer easements. (Electric, Public Works, Environmental Utilities)
66. 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)
67. 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)
- 68. All improvements being constructed in accordance with the approved grading and improvement plans shall be accepted as complete by the City. (Public Works)
- 69. The words "traffic control appurtenances" shall be included in the list of utilities allowed in public utilities easements (PUE's) located along public roadways. (Public Works)
- 70. 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)
- 71. All water backflow devices shall be tested and approved by the Environmental Utilities Department. (Environmental Utilities)
- 72. **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)
- 73. 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)
- 74. 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)
- 75. All Electric Department facilities, including streetlights where applicable, shall be designed and built to the "City of Roseville Specifications for Commercial Construction." (Electric)
- 76. 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)
- 77. Any relocation, rearrangement, or change of existing electric facilities due to this development shall be at the developer's expense. (Electric)

78. 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)
79. 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)
80. 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)
81. 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:

82. Signs shown on the elevations are not approved as part of the Major Project Permit Stage 2. A Sign Permit is required for all project signs. (Planning)
83. 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)
84. 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. (Public Works)
85. 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)
86. 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)
87. 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)
88. 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)

89. All commercial air conditioning units 5 tons or less (<65,000 btu/ h) shall meet the current Consortium for Energy Efficiency ("CEE") Tier I specifications. The SEER/EER ratings will be specified on building plans and Title 24 compliance certificates at the time building permits are requested. The SEER and EER ratings will be verified with appropriate documentation. These requirements shall be utilized in the overall energy compliance calculations required for issuance of any building permit for any commercial building in the Plan Area. Any variances, with the exception of Tier 2 compliance, must be approved by the Electric Department's Retail Energy Services Department. (Electric)
90. 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)
91. 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)
92. 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)
93. 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)

ATTACHMENTS

1. Addendum to the Blue Oaks Commerce Center Initial Study and Mitigated Negative Declaration
2. Fehr & Peers Focused Access Evaluation for Blue Oaks Commerce Center

EXHIBIT

- A. Plans
- B. Color Board

NOTE: The exhibits and attachments to the PC Staff report are not included as part of this attachment, because they are included as exhibits and attachments to the Council Communication.

Note to Applicant and/or Developer: Please contact Planning Division staff at (916) 774-5276 prior to the Commission meeting if you have any questions on any of the recommended conditions for your project. If you challenge the decision of the Commission in court, you may be limited to raising only those issues which you or someone else raised at the public hearing held for this project, or in written correspondence delivered to the Planning Manager at, or prior to, the public hearing.



PLANNING DIVISION

311 Vernon Street, Roseville, CA 95678 (916) 774-5276

APPEAL FORM

Name: Laborers International Union of North America, Local Union 185 **Date:** September 30, 2022

Address: 1939 Harrison St. Ste 150 **City:** Oakland **Zip Code:** 94612

Phone Numbers: (work/day) 510-836-4200 **(home/evening)**
(cell) 510-607-8234 **(email)** michael@lozeaudrury.com and hannah@lozeaudrury.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.)

This appeal is being filed by Lozeau Drury LLP on behalf of Laborers International Union of North America, Local Union 185, to appeal the Planning Commission's September 22, 2022 decision to approve a Major Project Permit (MPP) Stage 1 Modification and MPP Stage 2 to allow construction and operation of four industrial buildings totaling approximately 310,000 square feet in size and an Addendum to the Blue Oaks Commerce Center Initial Study and Mitigated Negative Declaration (MND) for NIPA PCL 56 - Blue Oaks Commerce Center, 2200 Freedom Wy, File # PL22-010. The specific grounds for this appeal are (1) mitigation measures which are considerably different from those analyzed in the 2010 MND would substantially reduce one or more significant cumulative air quality impacts. As the 2004 West Roseville Specific Plan determined, the Project will contribute to significant cumulative air quality impacts. In the last several years, numerous mitigation measures for distribution centers and warehouses have been identified to address air quality impacts which have not been adopted for the Project. A subsequent MND must be prepared to address those more recent mitigation measures. (2) The proposed increase in size of the Project by 17%, and the resulting increase in truck and other air pollution emissions and energy usage, is a substantial change to the Project which requires major revisions of the prior MND. As a result, a subsequent MND for the Project must be prepared.

Signed: Michael R. Lozeau Date: 9/30/2022

FOR OFFICE USE ONLY.

(Date Stamp Below)

Received by: _____

Project Being Appealed: _____

File Number: _____

Approving Body: _____ Approval Date: _____



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October 20, 2022

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Joseph Speaker
Assistant City Attorney
City of Roseville
311 Vernon Street
Roseville, California 95678

Re: File Number PL 22-010; Blue Oaks Commerce Center

Dear Joe:

I am writing on behalf of my client, Schnitzer Properties, project applicant (“Applicant”) for Blue Oaks Commerce Center, File Number 22-0101. Blue Oaks Commerce Center consists of the development of four industrial buildings totaling approximately 310,000 square feet (“Project”), located on two parcels totaling 23.94 acres at 2200, 2301, and 2201 Freedom Way (“Property” or “Project Site”) in the City of Roseville (“City”). On September 22, 2022, the Roseville Planning Commission adopted an addendum (“Addendum”) to a previously adopted Initial Study/Mitigated Negative Declaration (“IS/MND”) and approved a Major Project Permit Stage 1 Modification and Major Project Permit Stage 2 Modification for the Project.

Lozeau Drury, LLP, on behalf of Laborers International Union of North America, Local Union 185 (“LIUNA” or “Appellant”), filed an appeal challenging the Planning Commission’s approval of the Project (“Appeal”). LIUNA never submitted any comments on the IS/MND in 2011, nor did it submit any comments before or at the Planning Commission meeting on the Project. LIUNA first questioned the City’s adoption of the Addendum and the approval of the Project for the first time in its generic Appeal contending that there were different unspecified mitigation measures compared to those identified in the IS/MND that would reduce significant cumulative air quality impacts. LIUNA also suggested the Project’s increased size required major revisions to the IS/MND under the California Environmental Quality Act (“CEQA”) without any evidence.

The purpose of this letter is to address LIUNA’s unsubstantiated assertions, and explain that contrary to LIUNA’s assertions, substantial evidence supports the City’s reliance on the

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Salt Lake City
San Diego
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Scottsdale
Seattle

IS/MND and Addendum. For the reasons discussed further below, we respectfully request that the City Council find that the LIUNA appeal is without merit and should be rejected, based on the finding that the Project approval and adoption of the Addendum are supported by substantial evidence and comply with CEQA.

The Appeal Does Not Provide Substantial Evidence that the Project May Result in Significant Impact(s) on the Environment

Legal Standards for Addendum and Substantial Evidence

When an IS/MND has been prepared and adopted, no further environmental analysis is required unless there are substantial changes to the project and/or the circumstances in which it is being undertaken which require major revisions to the earlier analysis, or new information becomes available at the time of the next discretionary action which was not or could not have been known at the time of the earlier analysis. (Public Resources Code (PRC) § 21166.) The CEQA Guidelines further define substantial changes to the project and/or its circumstances as changes that result in “new significant environmental effects or a substantial increase in the severity of previously identified significant effects.” (14 CCR § 15162(a).) To trigger an MND, CEQA requires that new information be of substantial importance, and show: A) one or more significant effects not previously examined in the IS/MND, B) significant effects previously examined will be substantially more severe, C) mitigation measures previously found to be infeasible would be feasible, or D) mitigation measures or alternatives considerably different from those previously studied would substantially reduce one or more significant effects on the environment, and those mitigation measures were declined by the project. (14 CCR § 15162(a)(3).) The City shall prepare an addendum to the IS/MND if none of the conditions described above have occurred. (14 CCR § 15164(b).)

To demonstrate that the City erred in preparing the Addendum and should have instead prepared a subsequent MND, the Appellant must provide substantial evidence demonstrating substantial changes to the project and/or its circumstances or new information, as defined above by 14 CCR § 15162. Substantial evidence is defined as “enough relevant information and reasonable inferences from this information that a fair argument can be made to support a conclusion, even though other conclusions might also be reached.” (14 CCR § 15384(a).) “Argument, speculation, unsubstantiated opinion” is expressly excluded from substantial evidence. (*Id.*) Substantial evidence includes “facts, reasonable assumptions predicated upon facts, and expert opinion supported by facts.” (14 CCR § 15384(b).)

LIUNA’s Appeal contends that the City should require a subsequent MND for the Project because: 1) new unspecified air quality mitigation measures for distribution centers and warehouses exist which are more robust than those identified in the IS/MND, and 2) because the

project is larger, it results in greater emissions and energy usage that would require further environmental review. LIUNA does not provide any substantial evidence to support either of these arguments, while the analysis provided in the Addendum and the entirety of the record provide substantial evidence that a subsequent MND is not required.

Air Quality Mitigation Measures

As noted above, new information of substantial importance includes mitigation measures which are considerably different from those previously analyzed which would substantially reduce significant effect(s) on the environment but are declined by the project proponents. (14 CCR § 15162(a)(3)(D).) The Appellant asserts that new air quality mitigation measures exist specific to distribution centers and warehouses, but does not identify these measures. Without providing any applicable mitigation measures that purportedly exist (let alone any technical documentation demonstrating that such measures would actually reduce the Project's potential air quality impacts beyond the Project's existing mitigation measures and regulatory compliance), LIUNA is merely speculating that other mitigation measures exist. Under CEQA, such speculation does not constitute substantial evidence.

Even if there were other measures, that alone does not trigger the requirement for subsequent environmental review. If a commenter requests that other mitigation measures be adopted, the CEQA Guidelines require the Project to “decline to adopt the [new] mitigation measure” in order to trigger the preparation of a revised and recirculated IS/MND. (14 CCR § 15162(a)(3).) Even if the Appellant could demonstrate that a new, more effective mitigation measure has been identified, which it has not done, there is no evidence in the Addendum or elsewhere in the record that the Project has declined any new mitigation measures. The Project has accepted and agreed to implement all mitigation measures identified in the IS/MND. Thus, there is no basis to require recirculation of the IS/MND.

By contrast, the Addendum, the IS/MND and the Project technical studies prepared as part of the IS/MND provide extensive analysis demonstrating 1) potential air quality impacts were previously analyzed in the IS/MND which identified mitigation measures to address those potential impacts and mitigate them to a less than significant level; and 2) those mitigation measures are still applicable and were incorporated into the Project. (Addendum, pages 13-16.) The Addendum further incorporates information from the City's 2035 General Plan Update (“GPU”) the GPU Environmental Impact Report (“EIR”) that the City certified in August 2020.¹

¹ Though the EIR found that impacts would be reduced through compliance with PCAPCD and GPU policies, implementation of the GPU would result in a significant unavoidable environmental impact by generating emissions in excess of PCAPCD significance thresholds. The City adopted a statement of overriding considerations when it adopted the GPU. (Addendum, page 13.)

The Addendum states that the Project would be consistent with the GPU, and would comply with Placer County Air Pollution Control District (PCAPCD) and GPU policies, regulations, and permitting requirements. The analysis included in the Addendum concludes that 1) the Project “remains consistent with development scenarios outlined in the MND,” 2) any changes to the Project would not result in new or substantially more severe impacts, and 3) implementation of the air quality mitigation measures identified in the IS/MND would result in less than significant impacts. (Addendum, page 14.) Accordingly, the Addendum is based on substantial evidence and found that the Project does not constitute a substantial change from that analyzed in the IS/MND. Moreover, the City concluded that the adopted IS/MND air quality mitigation measures continue to ensure that the Project would not result in a significant impact. There is no new significant air quality impact, nor is there a substantial increase in the severity of prior identified air quality impacts warranting further environmental review. For this reason, the City Council should reject the LIUNA Appeal.

The Project Does Not Result in Changes that would result in New Significant Impacts or in a Substantial Increase in the Severity of a Prior Impact Warranting Major Revisions to the IS/MND.

The Appellant’s second argument is that because the Project is larger and may result in greater emissions and energy usage, that this alone means that the Project warrants major revisions in the prior IS/MND triggering a subsequent MND. This claim misstates CEQA’s requirements. CEQA defines substantial changes to the Project warranting major revisions to a prior MND as changes causing the involvement of “new significant environmental effects or a substantial increase in the severity of previously identified significant effects.” (14 CCR § 15162(a).) In other words, just because there is a change to the Project, that change may not trigger the need for a major revision to the prior IS/MND.

The Project Addendum extensively analyzes air quality and traffic impacts in support of the conclusion that changes to the Project (even if the size of the buildings have increased) would not result in new or substantially more severe environmental impacts. The Addendum also properly addresses energy usage, noting that the IS/MND was not required to analyze energy effects of the Project because the industrial use was consistent with the existing General Plan’s land use designation, and therefore development with industrial uses, and their associated energy usage, was already anticipated as future development under the existing General Plan for that location. The Addendum further explains that the Project is consistent with subsequent General Plan Update, including citywide assessments of energy demand associated with those changes. As the Project would not result in substantial unplanned demands or in inefficient, wasteful, or unnecessary consumption of energy, energy impacts would be less than significant, and thus would not constitute a substantial change to the Project warranting a major revision to the adopted IS/MND. LIUNA did not provide any evidence to the contrary. For that reason, the City Council

Joseph Speaker
October 20, 2022
Page 5

should reject the LIUNA Appeal on the basis that there is no evidence that the IS/MND required further revision and recirculation. The City fully evaluated all significant impacts in the IS/MND and concluded that the proposed Project would not result in any new significant or substantially more severe air quality, traffic (including truck traffic) and energy impacts.

Conclusion

We appreciate the City's thorough and comprehensive analysis of the Project's environmental impacts in the Blue Oaks Commerce Center IS/MND and Addendum. As we have demonstrated, the Project and its circumstances do not constitute substantial changes, since they do not result in new significant environmental effects or a substantial increase in the severity of previously identified effects. Accordingly, the Addendum is appropriate and there is no basis for the City to require a subsequent MND. We respectfully request that the City reject the LIUNA Appeal and uphold the Planning Commission's adoption of the Addendum and Project approval.

Please let us know if you have any questions regarding our responses to LIUNA's letter.

Regards,

BUCHALTER
A Professional Corporation



By Alicia Guerra
Shareholder

AG:eg

cc: Greg Bitter
Derek Ogden
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December 5, 2022

Via Email

Krista Bernasconi, Mayor
Bruce Houdesheldt, Vice Mayor
Scott Alvord, Councilmember
Pauline Roccucci, Councilmember
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**Re: Appeal of Addendum to the 2010 IS/MND for Blue Oaks Commerce Center (NIPA PCL 56 – Blue Oaks Commerce Center; File #PL22-0101)
Roseville City Council Hearing; December 7, 2022, Agenda Item 8.1**

Dear Mayor Bernasconi, Vice Mayor Houdesheldt, Honorable Members of the City Council, and Ms. Mar,

I am writing on behalf of Laborers International Union of North America, Local 185, and its members living or working in and around the City of Roseville (collectively, “LIUNA”), in support of LIUNA’s appeal of the Planning Commission’s September 22, 2022 decisions: (1) adopting an Addendum to the 2010 Initial Study/Mitigated Negative Declaration (“2010 MND”) prepared for the Blue Oaks Commerce Center project, (2) approving a Major Project Permit (“MPP”) Stage 1 Modification, and (3) approving a MPP Stage 2 to allow construction and operation of four industrial buildings totaling 310,000 square feet (“Project”).

LIUNA is concerned by the City of Roseville’s (“City”) improper use of an Addendum which, if approved, would violate the California Environmental Quality Act (“CEQA”). First, the City has failed to undertake its duties as a lead agency to investigate the Project’s potential impacts and support the Addendum’s findings with substantial evidence. An addendum unsupported by evidence violates CEQA. Second, CEQA prohibits the use of an addendum when the proposed changes introduce new significant environmental effects or a substantial increase in the severity of previously identified significant effects. Here, the Project’s increase of 50,000 square feet of industrial uses will have new and more significant impacts than those analyzed in

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the 2010 MND. Finally, CEQA prohibits the use of an addendum if there is new information demonstrating additional mitigation measures available to reduce project's significant impacts. Here, new mitigation measures have been developed since 2010 that can mitigate the Project's potentially significant air quality impacts.

Therefore, LIUNA respectfully requests that the City Council grant its appeal, decline to approve the Project and Addendum, and send the Project back to staff to prepare an supplemental MND or an EIR.

I. PROJECT DESCRIPTION

In 2010, the City approved a MPP Stage 1 and a Tentative Subdivision Map for the development of the Blue Oaks Commerce Center office, industrial, and retail complex, which included the development of 17 buildings totaling 575,505 square feet for office, industrial, and retail uses (the "2010 Project"). The City also adopted an IS/MND for the 2010 Project. In 2014, the City approved a modification to the MPP Stage 1 site plan to eliminate the retail portion of the Project and to replace approximately 80,000 square feet of industrial uses with the approximately 122,385 square foot Federal Bureau of Investigation building.

Now, the Applicant seeks entitlements to develop four industrial buildings totaling 308,000 square feet, increasing the total square footage of industrial buildings by 50,000 square feet – a 17% increase.

II. LEGAL STANDARD

CEQA contains a strong presumption in favor of requiring a lead agency to prepare an EIR. This presumption is reflected in the "fair argument" standard, which requires the lead agency to prepare an EIR whenever substantial evidence in the whole record before the agency supports a fair argument that a project may have a significant effect on the environment. (Pub. Res. Code § 21082.2; *Laurel Heights Improvement Ass'n v. Regents of the University of California* (1993) ("Laurel Heights II") 6 Cal.4th 1112, 1123; *No Oil, Inc. v. City of Los Angeles* (1974) 13 Cal.3d 68, 75, 82; *Quail Botanical Gardens v. City of Encinitas* (1994) 29 Cal.App.4th 1597, 1602.)

Under the "fair argument" standard, an EIR is required if any substantial evidence in the record indicates that a project may have an adverse environmental effect—even if contrary evidence exists to support the agency's decision. (14 CCR § 15064(f)(1); *Pocket Protectors*, 124 Cal.App.4th at 931; *Stanislaus Audubon Society v. County of Stanislaus* (1995) 33 Cal.App.4th 144, 150-51; *Quail Botanical Gardens Found., Inc. v. City of Encinitas* (1994) 29 Cal.App.4th 1597, 1602.) The "fair argument" standard creates a "low threshold" favoring environmental review through an EIR rather than through issuance of negative declarations or notices of exemption from CEQA. (*Pocket Protectors*, 124 Cal.App.4th at 928.)

The "fair argument" standard is virtually the opposite of the typical deferential standard

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accorded to agencies. As a leading CEQA treatise explains:

This ‘fair argument’ standard is very different from the standard normally followed by public agencies in their decision making. Ordinarily, public agencies weigh the evidence in the record and reach a decision based on a preponderance of the evidence. [Citation]. The fair argument standard, by contrast, prevents the lead agency from weighing competing evidence to determine who has a better argument concerning the likelihood or extent of a potential environmental impact.

(Kostka & Zishcke, *Practice Under the California Environmental Quality Act*, §6.37 (2d ed. Cal. CEB 2021).) The Courts have explained that “it is a question of law, not fact, whether a fair argument exists, and the courts owe no deference to the lead agency’s determination. Review is *de novo*, with a *preference for resolving doubts in favor of environmental review*.” (*Pocket Protectors*, 124 Cal.App.4th at 928 (emphasis in original).)

A. CEQA Addendum

The City has prepared an Addendum to a previously adopted MND. In order to be compliant with CEQA, an Addendum must comply with the CEQA Guidelines and with the courts’ prior decisions outlining the circumstances under which an Addendum may be adopted. The Addendum presented today fails to comply with either of these requirements and, if adopted, would directly violate CEQA.

1. CEQA Guidelines

Pursuant to the CEQA Guidelines, “[a]n addendum to [a previously] adopted negative declaration may be prepared if only **minor technical changes** or additions are necessary or **none of the conditions described in Section 15162 calling for the preparation of a subsequent EIR or negative declaration have occurred**.” (CEQA Guidelines § 15164(b).)

Furthermore, pursuant to CEQA Guidelines § 15162(a), an addendum is not appropriate where:

- (1) Substantial changes are proposed in the project which will require major revisions of the previous EIR or negative declaration due to **the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects**;
- (2) Substantial changes occur with respect to the circumstances under which the project is undertaken which will require major revisions of the previous EIR or Negative Declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or
- (3) **New information of substantial importance**, which was not known and could not have been known with the exercise of reasonable diligence at the time the

previous EIR was certified as complete or the negative declaration was adopted, shows any of the following:

- (A) The project will have **one or more significant effects not discussed in the previous EIR or negative declaration;**
- (B) Significant effects previously examined will be **substantially more severe** than shown in the previous EIR;
- (C) Mitigation measures or alternatives previously found not to be feasible would, in fact, be feasible and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative; or
- (D) **Mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative.**

(emphasis added).

The significant changes presented in the Addendum cannot plausibly be described as “minor technical changes” to the 2010 IS/MND. To the contrary, the addition of 50,000 square feet of industrial uses, and the associated heavy-duty trucks that come along with the significant expansion make abundantly clear that the Project involves **new significant environmental effects** and **new information of substantial importance** that make the use of Addendum here entirely inappropriate.

2. Legal Precedent.

A CEQA addendum must adhere to the courts’ guidance informing when, and under what circumstances, its use is legally permissible. The courts have established a detailed, two-step inquiry for reviewing legal challenges to a CEQA addendum. This deliberative process is outlined in two important court decisions arising from the same case, *Friends of College of San Mateo Gardens v. San Mateo County Community College Dist.* (2016). The first decision was issued by the California Supreme Court and will be referred to here as “*San Mateo Gardens I*.”¹ A subsequent decision in the same case was issued by the Court of Appeal and will be referred to here as “*San Mateo Gardens II*.”²

The first step in this two-step analysis is for the reviewing court to determine whether **substantial evidence** supports the lead agency’s determination that the original CEQA document, in this case the 2010 IS/MND, “retains some informational value.” (*San Mateo Gardens I* at p. 952.) If the court finds that the original document “retains some informational value,” it must hold that CEQA’s subsequent review provisions apply (*San Mateo Gardens II* at 604-605.)

¹ 1 Cal.5th 937 (2016).

² 11 Cal.App.5th 596 (2017).

But this determination is “only the first step” in the court’s analysis. (*San Mateo Gardens I* at 956.) “[T]he next—and critical—step is to determine whether the agency has properly determined how to comply with its obligations under those provisions.” (*San Mateo Gardens I* at 953.) The *San Mateo Gardens II* opinion helpfully outlines the analysis required during this second stage of review:

[O]nce we have determined that the [CEQA] subsequent review provisions apply to a project approved through a negative declaration, **our application of the standard of review changes and is less deferential to the agency.** It is less deferential because a negative declaration requires a major revision—i.e., a subsequent EIR or mitigated negative declaration—whenever there is substantial evidence to support a fair argument that proposed changes ‘might have a significant environmental impact not previously considered in connection with the project as originally approved.’ (quoting *San Mateo Gardens I* at 959 [additional citations omitted].)

Proposed changes might have a significant environmental impact when there is some competent evidence to suggest such an impact, even if other evidence suggests otherwise. (See *Friends of “B” Street* (1980) 106 Cal.App.3d 988, 1002.) This means that an agency’s determination that a major revision to a negative declaration is not required will necessarily lack substantial evidence when **a fair argument exists that the project might have a previously unstudied significant environmental impact.** (*San Mateo Gardens II* at 607-608 [emph. added].)

In proposing the Addendum here, the City seeks to make revisions to the 2010 IS/MND without performing a legally sufficient environmental review or offering appropriate mitigation for the Project’s significant environmental effects. The expert evidence which LIUNA presents today constitutes substantial evidence of a fair argument that the Project will have significant environmental effects which the Addendum has not adequately addressed. Therefore, to comply with CEQA, the City should grant LIUNA’s appeal, decline to adopt the Addendum, and undertake the necessary efforts to prepare an EIR.

III. DISCUSSION

A. The City violated its duty to investigate the environmental impact of the Project’s additional 50,000 square feet of warehouse construction and operation not analyzed in the 2010 MND.

The City violated its duty to investigate the impacts of what amounts to the construction and operation of a new 50,000 square foot warehouse when compared to the 2010 Project.

“CEQA places the burden of environmental investigation on government rather than the public. If the local agency has failed to study an area of possible environmental impact, a fair argument may be based on the limited facts in the record.” (*Gentry v. City of Murrieta* (1995) 36

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Cal.App.4th 1359, 1378–79 [quotations omitted].) Indeed, “[d]eficiencies in the record may actually enlarge the scope of fair argument by lending a logical plausibility to a wider range of inferences.” (*Id.*; see also *Christward Ministry v. Superior Court* (1986) 184 Cal.App.3d 180, 197 [holding that city’s failure to undertake adequate environmental analysis further supported fair argument that project would have significant impacts].)

The Addendum contains only conclusions – no facts or analysis – to support its findings that the Project will not significantly increase the severity of the air quality, human health, GHG, or energy impacts associated with the 2010 Project and analyzed in the 2010 MND. For example, the conclusion that “[c]onstruction and operation of the project will increase emissions on the site, but not substantially” (Addendum, p. 14) is unsupported by any evidence and provides the public no meaningful understanding of the impact the Project will have on the environment and human health.

It is patently obvious that the City has not met its burden to investigate the Project’s environmental impacts. Moreover, the complete lack of evidence supporting any of the Addendum’s conclusions leaves the City without evidence to rely on if the Addendum were challenged in court.

The City must abide by its duty to investigate the potentially significant impacts the Project will have on the environment that have not been previously studied.

B. The Project will have substantially greater air quality, energy, GHG, and human health impacts than those analyzed in the 2010 MND.

The Project proposes to increase the size of industrial land uses by 50,000 square feet – an increase of 17% above the project analyzed in the 2010 IS/MND. A 50,000 square foot warehouse will have significant environmental impacts as a result of construction and the resulting increase in truck and other air pollution emissions, as well as energy use.

The Addendum admits that the Project’s construction-related emissions will increase by 17%. (Addendum, p. 14.) Based on the City’s failure to study this or any of the other environmental impacts associated with construction and operation of an additional 50,000 square feet of warehouse space, it can be assumed that all other impacts will similarly increase by 17%. An increase in air quality emissions, GHG emissions, diesel truck emissions, and energy use are each a “substantial increase in the severity of previously identified significant effects” and preclude reliance on an addendum. CEQA Guidelines § 15162(a)(1).

C. New mitigation measures are available to substantially reduce the Project’s cumulative air quality impacts which were not available in 2010.

The West Roseville Specific Plan EIR determined that the Project will contribute to significant cumulative air quality impacts. The dramatic increase in warehouse and distribution

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centers and the associated heavy duty truck trips generated by those facilities has caused a plethora of air quality impacts and has impacted the health of those living near such facilities. Since the 2010 IS/MND was adopted, numerous mitigation measures for distribution centers and warehouses have been identified to address air quality impacts stemming from these land uses, but have not been adopted for the Project.

The California Attorney General recently identified available mitigation measures to address air pollution from warehouses, including:

- Requiring off-road construction equipment to be zero-emission, where available, and all diesel-fueled off-road construction equipment, to be equipped with CARB Tier IV-compliant engines or better, and including this requirement in applicable bid documents, purchase orders, and contracts, with successful contractors demonstrating the ability to supply the compliant construction equipment for use prior to any ground-disturbing and construction activities.
- Prohibiting off-road diesel-powered equipment from being in the “on” position for more than 10 hours per day.
- Requiring on-road heavy-duty haul trucks to be model year 2010 or newer if diesel-fueled.
- Providing electrical hook ups to the power grid, rather than use of diesel-fueled generators, for electric construction tools, such as saws, drills and compressors, and using electric tools whenever feasible.
- Limiting the amount of daily grading disturbance area.
- Prohibiting grading on days with an Air Quality Index forecast of greater than 100 for particulates or ozone for the project area.
- Forbidding idling of heavy equipment for more than two minutes.
- Keeping onsite and furnishing to the lead agency or other regulators upon request, all equipment maintenance records and data sheets, including design specifications and emission control tier classifications.
- Conducting an on-site inspection to verify compliance with construction mitigation and to identify other opportunities to further reduce construction impacts.
- Using paints, architectural coatings, and industrial maintenance coatings that have volatile organic compound levels of less than 10 g/L.
- Providing information on transit and ridesharing programs and services to construction employees.
- Providing meal options onsite or shuttles between the facility and nearby meal destinations for construction employees.
- Requiring that all facility-owned and operated fleet equipment with a gross vehicle weight rating greater than 14,000 pounds accessing the site meet or exceed 2010 model-year emissions equivalent engine standards as currently defined in California Code of Regulations Title 13, Division 3, Chapter 1, Article 4.5, Section 2025. Facility operators shall maintain records on-site demonstrating compliance with this requirement and shall make records available for inspection by the local jurisdiction, air district, and state upon request.

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- Requiring all heavy-duty vehicles entering or operated on the project site to be zero-emission beginning in 2030.
- Requiring on-site equipment, such as forklifts and yard trucks, to be electric with the necessary electrical charging stations provided.
- Requiring use of zero-emission light- and medium-duty vehicles as part of business operations.
- Forbidding trucks from idling for more than two minutes and requiring operators to turn off engines when not in use.
- Posting both interior- and exterior-facing signs, including signs directed at all dock and delivery areas, identifying idling restrictions and contact information to report violations to CARB, the air district, and the building manager.
- Constructing electric truck charging stations proportional to the number of dock doors at the project.
- Constructing electric light-duty vehicle charging stations proportional to the number of parking spaces at the project.
- Installing solar photovoltaic systems on the project site of a specified electrical generation capacity, such as equal to the building's projected energy needs.
- Requiring all stand-by emergency generators to be powered by a non-diesel fuel.
- Requiring facility operators to train managers and employees on efficient scheduling and load management to eliminate unnecessary queuing and idling of trucks.
- Requiring operators to establish and promote a rideshare program that discourages single-occupancy vehicle trips and provides financial incentives for alternate modes of transportation, including carpooling, public transit, and biking.
- Meeting CalGreen Tier 2 green building standards, including all provisions related to designated parking for clean air vehicles, electric vehicle charging, and bicycle parking.
- Achieving certification of compliance with LEED green building standards.
- Providing meal options onsite or shuttles between the facility and nearby meal destinations.
- Requiring that every facility operator and tenant train its staff in charge of keeping vehicle records in diesel technologies and compliance with CARB regulations, by attending CARB-approved courses. Also require facility operators to maintain records on-site demonstrating compliance and make records available for inspection by the local jurisdiction, air district, and state upon request.
- Requiring facility operators and tenants to enroll in the United States Environmental Protection Agency's SmartWay program, and requiring tenants to use carriers that are SmartWay carriers.

California Department of Justice, "Warehouse Projects: Best Practices and Mitigation Measures to Comply with the California Environmental Quality Act" (attached as Exhibit A).

To address the Project's cumulative air quality impacts, pursuant to CEQA Guidelines § 15162, the City must determine that the sparse mitigation measures adopted in the 2010 MND

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now trigger the need to supplement the prior MND to include some or all of the now available mitigation measures for industrial and warehouse projects within the City. Each of the above recommended measures constitute “New information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was certified....” CEQA Guidelines § 15162(a)(3).

Use of an Addendum is not appropriate where, as here, “[m]itigation measures or alternatives which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative.” Instead, a subsequent MND must be prepared to address each of these mitigation measures now available to reduce the Project’s cumulative air quality impact.

D. The Project will have significant impacts on biological resources than were not analyzed in the 2010 MND or the Addendum, and substantially greater impacts resulting from the Project’s increase of 50,000 square feet of industrial uses.

Shawn Smallwood, Ph.D. reviewed the Addendum for the Project and the 2010 MND to assess the Project’s potential biological impacts. Dr. Smallwood’s comment letter and CV are attached as Exhibit B and his comments are briefly summarized here.

The Addendum contains no analysis of the adverse impact that the increased traffic on the roadways servicing the Project will have on wildlife. Vehicle collisions with special-status species is not a minor issue, but rather results in the death of millions of species each year. Dr. Smallwood explains: “. . . the US estimate of avian mortality on roads is 2,200 to 8,405 deaths per 100 km per year, or 89 million to 340 million total per year (Loss et al. 2014).” (Ex. B, p. 6.)

Dr. Smallwood reviewed occurrence databases for the site and prepared a table of occurrence likelihoods for special-status bird species at or near the Project site. (*Id.* at 1-2, see Table 1.) Dr. Smallwood’s table shows that there are 97 special-status species with the potential to occur at or near the project site. He concluded that each of these special-status species would be vulnerable to collision mortality as a result of project-generated traffic on roads servicing the Project. (*Id.* at 6.) Neither the 2010 MND nor the Addendum analyze this potentially significant impact on special-status species.

While the Addendum does not include an estimate of the increased vehicle miles traveled (“VMT”) that will result from the proposed Project, Dr. Smallwood estimated the Project’s potential VMT based on the mean annual VMT per square foot of floor space from 26 similar warehouse projects, which was 24.2195 annual VMT per square foot of floor space. Applying this mean to the Project’s proposed 310,000 square feet, Dr. Smallwood estimated an annual VMT of 7,570,045 for the Project as a whole. (Ex. B, p. 8.) Dr. Smallwood estimated the additional 50,000 square feet of new industrial space not included in the 2010 MND or Project would generate 1,220,975 annual VMT. (*Id.* at 9.)

Using the Project's VMT estimates, scientific studies on road mortality, and his years of experience studying the subject, Dr. Smallwood was able to predict the Project-generated traffic impacts to wildlife. (Ex. B at 8-9.) Dr. Smallwood calculates that the Project would cause an accumulated 4,148 vertebrate wildlife fatalities per year. (*Id.* at 9.) The new 50,000 square feet of industrial space not included in the project in 2010 would result in 669 vertebrate wildlife fatalities per year. (*Id.*) Dr. Smallwood concluded that this is a significant and unmitigated impact on special-status species. This is a significant impact not addressed in the 2010 MND and a significant increase in an impact as a result of the increase industrial uses proposed by the Project.

An initial study must be prepared for the Project which determines whether a supplemental MND or an EIR is necessary to analyze and mitigate the Project's impacts on special-status species from the increased traffic generated by the Project.

E. New information of substantial importance is available regarding the Project's potential biological resources impacts.

Since the 2010 IS/MND was adopted, the designations of special-status species have changed. According to Dr. Smallwood, many species that were not considered special-status in 2010 may now have that designation due to changed circumstances. (Ex. B, p. 1.) The 2010 IS/MND attached to the Addendum does not list out the potentially-occurring special-status species onsite. Nonetheless, Dr. Smallwood states that if it had, it would necessarily need to be updated with a new list. (*Id.*)

Dr. Smallwood reviewed occurrence databases for the site and prepared a table of occurrence likelihoods for special-status bird species at or near the Project site. (*Id.* at 1-2, see Table 1.) Dr. Smallwood's table shows that there are 97 special-status species with the potential to occur at or near the project site. Many of these were either not designated as special status species in 2010 or were not likely to be present at the Project site in 2010. A supplemental MND or EIR is needed to determine what changes have occurred since 2010.

Additionally, Dr. Smallwood reviewed the mitigation measures proposed in the 2010 MND, which included a requirement to perform pre-construction surveys for nesting birds and raptors at least 30 days in advance of construction. The Addendum states that the site has been graded in preparation for development of the Project. (Addendum, p. 4.) Dr. Smallwood notes that it is unclear whether the required preconstruction surveys were conducted prior to the grading of the site, and if they were, such surveys should be shared with the public. (Ex. B, p. 9.) However, regardless of whether the surveys were already conducted, Dr. Smallwood states that enough time has passed since the grading of the site to warrant preconstruction surveys prior to any next step in construction. (*Id.*) He notes that "a graded site could attract various bird species that breed on open ground, such as killdeer and California horned lark." (*Id.*) This is additional new information of substantial importance which was not known at the time the 2010 MND was certified, and it demonstrates potentially significant biological impacts which were not previously analyzed. The use of an Addendum is therefore not appropriate for this Project.

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F. CONCLUSION

As demonstrated in the comments above, a subsequent environmental document is required under CEQA Guidelines § 15162(a) based on the substantial increase in the severity of previously identified air quality and biological resources impacts (§ 15162(a)(1)), the new mitigation measures available which would reduce the Project's air quality impacts (§ 15162(a)(3)(D)), and the existence of new information of substantial importance which was not previously known and which shows potentially significant impacts (§ 15162(a)(3)(A)). As a result, the City must prepare an initial study to determine whether an MND or an EIR is appropriate for review of the proposed Project. LIUNA therefore respectfully requests that the City Council refrain from approving the Addendum and return the Project to City staff for further consideration of the Project's environmental impacts, including the necessary preparation and public disclosure of an initial study.

Sincerely,

A handwritten signature in blue ink, appearing to read 'R. Davis', with a long horizontal flourish extending to the right.

Rebecca L. Davis
LOZEAU | DRURY LLP

EXHIBIT A



Warehouse Projects: Best Practices and Mitigation Measures to Comply with the California Environmental Quality Act

In carrying out its duty to enforce laws across California, the California Attorney General's Bureau of Environmental Justice (Bureau)¹ regularly reviews proposed warehouse projects for compliance with the California Environmental Quality Act (CEQA) and other laws. When necessary, the Bureau submits comment letters to lead agencies, and in rare cases the Bureau has filed litigation to enforce CEQA.² This document builds upon the Bureau's comment letters, collecting knowledge gained from the Bureau's review of hundreds of warehouse projects across the state. It is meant to help lead agencies pursue CEQA compliance and promote environmentally-just development as they confront warehouse project proposals.³ While CEQA analysis is necessarily project-specific, this document provides information on feasible best practices and mitigation measures, the overwhelming majority of which have been adapted from actual warehouse projects in California.

I. Background

In recent years, the proliferation of e-commerce and rising consumer expectations of rapid shipping have contributed to a boom in warehouse development.⁴ California, with its ports, population centers, and transportation network, has found itself at the center of this trend. For example, in 2014, 40 percent of national container cargo flowed through Southern California, which was home to nearly 1.2 billion square feet of warehouse facilities.⁵ In the Inland Empire alone, 150 million square feet of new industrial space was built over the last decade,⁶ and 21 of the largest 100 logistics leases signed in 2019 nationwide were in the Inland

¹ <https://oag.ca.gov/environment/justice>.

² <https://oag.ca.gov/environment/ceqa/letters>; *South Central Neighbors United et al. v. City of Fresno et al.* (Super. Ct. Fresno County, No. 18CECG00690).

³ Anyone reviewing this document to determine CEQA compliance responsibilities should consult their own attorney for legal advice.

⁴ As used in this document, "warehouse" or "logistics facility" is defined as a facility consisting of one or more buildings that stores cargo, goods, or products on a short or long term basis for later distribution to businesses and/or retail customers.

⁵ Industrial Warehousing in the SCAG Region, Task 2. Inventory of Warehousing Facilities (April 2018), http://www.scag.ca.gov/Documents/Task2_FacilityInventory.pdf at 1-1, 2-11.

⁶ Los Angeles Times, *When your house is surrounded by massive warehouses*, October 27, 2019, <https://www.latimes.com/california/story/2019-10-27/fontana-california-warehouses-inland-empire-pollution>.

Empire, comprising 17.5 million square feet.⁷ This trend has not slowed, even with the economic downturn caused by COVID-19, as e-commerce has continued to grow.⁸ Forecasts predict that the Central Valley is where a new wave of warehouse development will go.⁹

When done properly, these activities can contribute to the economy and consumer welfare. However, imprudent warehouse development can harm local communities and the environment. Among other pollutants, diesel trucks visiting warehouses emit nitrogen oxide (NO_x)—a primary precursor to smog formation and a significant factor in the development of respiratory problems like asthma, bronchitis, and lung irritation—and diesel particulate matter (a subset of fine particulate matter that is smaller than 2.5 micrometers)—a contributor to cancer, heart disease, respiratory illnesses, and premature death.¹⁰ Trucks and on-site loading activities can also be loud, bringing disruptive noise levels during 24/7 operation that can cause hearing damage after prolonged exposure.¹¹ The hundreds, and sometimes thousands, of daily truck and passenger car trips that warehouses generate contribute to traffic jams, deterioration of road surfaces, and traffic accidents. These environmental impacts also tend to be concentrated in neighborhoods already suffering from disproportionate health impacts.

⁷ CBRE, *Dealmakers: E-Commerce & Logistics Firms Drive Demand for Large Warehouses in 2019* (January 23, 2020), <https://www.cbre.us/research-and-reports/US-MarketFlash-Dealmakers-E-Commerce-Logistics-Firms-Drive-Demand-for-Large-Warehouses-in-2019>; see also CBRE, *E-Commerce and Logistics Companies Expand Share Of Largest US Warehouse Leases, CBRE Analysis Finds* (Feb. 25, 2019), <https://www.cbre.us/about/media-center/inland-empire-largest-us-warehouse-leases> (20 of the largest 100 warehousing leases in 2018 were in the Inland Empire, comprising nearly 20 million square feet).

⁸ CBRE, 2021 U.S. Real Estate Market Outlook, Industrial & Logistics, <https://www.cbre.us/research-and-reports/2021-US-Real-Estate-Market-Outlook-Industrial-Logistics>; Kaleigh Moore, *As Online Sales Grow During COVID-19, Retailers Like Montce Swim Adapt And Find Success*, FORBES (June 24, 2020), available at <https://www.forbes.com/sites/kaleighmoore/2020/06/24/as-online-sales-grow-during-covid-19-retailers-like-montce-swim-adapt-and-find-success/>.

⁹ New York Times, *Warehouses Are Headed to the Central Valley, Too* (Jul. 22, 2020), available at <https://www.nytimes.com/2020/07/22/us/coronavirus-ca-warehouse-workers.html>.

¹⁰ California Air Resources Board, Nitrogen Dioxide & Health, <https://ww2.arb.ca.gov/resources/nitrogen-dioxide-and-health> (NO_x); California Air Resources Board, Summary: Diesel Particulate Matter Health Impacts, <https://ww2.arb.ca.gov/resources/summary-diesel-particulate-matter-health-impacts>; Office of Environmental Health Hazard Assessment and American Lung Association of California, Health Effects of Diesel Exhaust, <https://oehha.ca.gov/media/downloads/calenviroscreen/indicators/diesel4-02.pdf> (DPM).

¹¹ Noise Sources and Their Effects, <https://www.chem.purdue.edu/chemsafety/Training/PPETrain/dblevels.htm> (a diesel truck moving 40 miles per hour, 50 feet away, produces 84 decibels of sound).

II. Proactive Planning: General Plans, Local Ordinances, and Good Neighbor Policies

To systematically address warehouse development, we encourage governing bodies to proactively plan for logistics projects in their jurisdictions. Proactive planning allows jurisdictions to prevent land use conflicts before they materialize and guide sustainable development. Benefits also include providing a predictable business environment, protecting residents from environmental harm, and setting consistent expectations jurisdiction-wide.

Proactive planning can take any number of forms. Land use designation and zoning decisions should channel development into appropriate areas. For example, establishing industrial districts near major highway and rail corridors but away from sensitive receptors can help avoid conflicts between warehouse facilities and residential communities.

In addition, general plan policies, local ordinances, and good neighbor policies should set minimum standards for logistics projects. General plan policies can be incorporated into existing economic development, land use, circulation, or other related elements. Many jurisdictions alternatively choose to consolidate policies in a separate environmental justice element. Adopting general plan policies to guide warehouse development may also help jurisdictions comply with their obligations under SB 1000, which requires local government general plans to identify objectives and policies to reduce health risks in disadvantaged communities, promote civil engagement in the public decision making process, and prioritize improvements and programs that address the needs of disadvantaged communities.¹²

The Bureau is aware of four good neighbor policies in California: Riverside County, the City of Riverside, the City of Moreno Valley, and the Western Riverside Council of Governments.¹³ These policies provide minimum standards that all warehouses in the jurisdiction must meet. For example, the Western Riverside Council of Governments policy sets a minimum buffer zone of 300 meters between warehouses and sensitive receptors, and it requires a number of design features to reduce truck impacts on nearby sensitive receptors. The Riverside County policy requires vehicles entering sites during both construction and operation to meet certain California Air Resources Board (CARB) guidelines, and it requires community benefits agreements and supplemental funding contributions toward additional pollution offsets.

The Bureau encourages jurisdictions to adopt their own local ordinances and/or good neighbor policies that combine the most robust policies from those models with measures discussed in the remainder of this document.

¹² For more information about SB 1000, see <https://oag.ca.gov/environment/sb1000>.

¹³ <https://www.rivcocob.org/wp-content/uploads/2020/01/Good-Neighbor-Policy-F-3-Final-Adopted.pdf> (Riverside County); <https://riversideca.gov/planning/pdf/good-neighbor-guidelines.pdf> (City of Riverside); http://qcode.us/codes/morenovalley/view.php?topic=9-9_05-9_05_050&frames=on (City of Moreno Valley); <http://www.wrcog.cog.ca.us/DocumentCenter/View/318/Good-Neighbor-Guidelines-for-Siting-Warehouse-Distribution-Facilities-PDF?bidId=> (Western Riverside Council of Governments).

III. Community Engagement

Early and consistent community engagement is central to establishing good relationships between communities, lead agencies, and warehouse developers and tenants. Robust community engagement can give lead agencies access to community residents' on-the-ground knowledge and information about their concerns, build community support for projects, and develop creative solutions to ensure new logistics facilities are mutually beneficial. Examples of best practices for community engagement include:

- Holding a series of community meetings at times and locations convenient to members of the affected community and incorporating suggestions into the project design.
- Posting information in hard copy in public gathering spaces and on a website about the project. The information should include a complete, accurate project description, maps and drawings of the project design, and information about how the public can provide input and be involved in the project approval process. The information should be in a format that is easy to navigate and understand for members of the affected community.
- Providing notice by mail to residents and schools within a certain radius of the project and along transportation corridors to be used by vehicles visiting the project, and by posting a prominent sign on the project site. The notice should include a brief project description and directions for accessing complete information about the project and for providing input on the project.
- Providing translation or interpretation in residents' native language, where appropriate.
- For public meetings broadcast online or otherwise held remotely, providing for access and public comment by telephone and supplying instructions for access and public comment with ample lead time prior to the meeting.
- Partnering with local community-based organizations to solicit feedback, leverage local networks, co-host meetings, and build support.
- Considering adoption of a community benefits agreement, negotiated with input from affected residents and businesses, by which the developer provides benefits to the community.
- Creating a community advisory board made up of local residents to review and provide feedback on project proposals in early planning stages.
- Identifying a person to act as a community liaison concerning on-site construction activity and operations, and providing contact information for the community relations officer to the surrounding community.

IV. Warehouse Siting and Design Considerations

The most important consideration when planning a logistics facility is its location. Warehouses located in residential neighborhoods or near other sensitive receptors expose community residents and those using or visiting sensitive receptor sites to the air pollution, noise, traffic, and other environmental impacts they generate. Therefore, placing facilities away from sensitive receptors significantly reduces their environmental and quality of life harms on local

communities. The suggested best practices for siting and design of warehouse facilities does not relieve lead agencies' responsibility under CEQA to conduct a project-specific analysis of the project's impacts and evaluation of feasible mitigation measures and alternatives; lead agencies' incorporation of the best practices must be part of the impact, mitigation and alternatives analyses to meet the requirements of CEQA. Examples of best practices when siting and designing warehouse facilities include:

- Per CARB guidance, siting warehouse facilities so that their property lines are at least 1,000 feet from the property lines of the nearest sensitive receptors.¹⁴
- Creating physical, structural, and/or vegetative buffers that adequately prevent or substantially reduce pollutant dispersal between warehouses and any areas where sensitive receptors are likely to be present, such as homes, schools, daycare centers, hospitals, community centers, and parks.
- Providing adequate areas for on-site parking, on-site queuing, and truck check-in that prevent trucks and other vehicles from parking or idling on public streets.
- Placing facility entry and exit points from the public street away from sensitive receptors, e.g., placing these points on the north side of the facility if sensitive receptors are adjacent to the south side of the facility.
- Locating warehouse dock doors and other onsite areas with significant truck traffic and noise away from sensitive receptors, e.g., placing these dock doors on the north side of the facility if sensitive receptors are adjacent to the south side of the facility.
- Screening dock doors and onsite areas with significant truck traffic with physical, structural, and/or vegetative barriers that adequately prevent or substantially reduce pollutant dispersal from the facility towards sensitive receptors.
- Posting signs clearly showing the designated entry and exit points from the public street for trucks and service vehicles.
- Posting signs indicating that all parking and maintenance of trucks must be conducted within designated on-site areas and not within the surrounding community or public streets.

V. Air Quality and Greenhouse Gas Emissions Analysis and Mitigation

Emissions of air pollutants and greenhouse gases are often among the most substantial environmental impacts from new warehouse facilities. CEQA compliance demands a proper accounting of the full air quality and greenhouse gas impacts of logistics facilities and adoption of all feasible mitigation of significant impacts. Although efforts by CARB and other authorities to regulate the heavy-duty truck and off-road diesel fleets have made excellent progress in reducing the air quality impacts of logistics facilities, the opportunity remains for local jurisdictions to further mitigate these impacts at the project level. Lead agencies and developers

¹⁴ California Air Resources Board (CARB), Air Quality and Land Use Handbook: A Community Health Perspective (April 2005), at ES-1. CARB staff has released draft updates to this siting and design guidance which suggests a greater distance may be warranted under varying scenarios; this document may be found on CARB's website and is entitled: "California Sustainable Freight Initiative: Concept Paper for the Freight Handbook" (December 2019).

should also consider designing projects with their long-term viability in mind. Constructing the necessary infrastructure to prepare for the zero-emission future of goods movement not only reduces a facility's emissions and local impact now, but it can also save money as regulations tighten and demand for zero-emission infrastructure grows. In planning new logistics facilities, the Bureau strongly encourages developers to consider the local, statewide, and global impacts of their projects' emissions.

Examples of best practices when studying air quality and greenhouse gas impacts include:

- Fully analyzing all reasonably foreseeable project impacts, including cumulative impacts. In general, new warehouse developments are not ministerial under CEQA because they involve public officials' personal judgment as to the wisdom or manner of carrying out the project, even when warehouses are permitted by a site's applicable zoning and/or general plan land use designation. CEQA Guidelines § 15369.
- When analyzing cumulative impacts, thoroughly considering the project's incremental impact in combination with past, present, and reasonably foreseeable future projects, even if the project's individual impacts alone do not exceed the applicable significance thresholds.
- Preparing a quantitative air quality study in accordance with local air district guidelines.
- Preparing a quantitative health risk assessment in accordance with California Office of Environmental Health Hazard Assessment and local air district guidelines.
- Refraining from labeling compliance with CARB or air district regulations as a mitigation measure—compliance with applicable regulations is a baseline expectation.
- Fully analyzing impacts from truck trips. CEQA requires full public disclosure of a project's anticipated truck trips, which entails calculating truck trip length based on likely truck trip destinations, rather than the distance from the facility to the edge of the air basin. Emissions beyond the air basin are not speculative, and, because air pollution is not static, may contribute to air basin pollution. Moreover, any contributions to air pollution outside the local air basin should be quantified and their significance should be considered.
- Accounting for all reasonably foreseeable greenhouse gas emissions from the project, without discounting projected emissions based on participation in California's Cap-and-Trade Program.

Examples of measures to mitigate air quality and greenhouse gas impacts from construction are below. To ensure mitigation measures are enforceable and effective, they should be imposed as permit conditions on the project where applicable.

- Requiring off-road construction equipment to be zero-emission, where available, and all diesel-fueled off-road construction equipment, to be equipped with CARB Tier IV-compliant engines or better, and including this requirement in applicable

bid documents, purchase orders, and contracts, with successful contractors demonstrating the ability to supply the compliant construction equipment for use prior to any ground-disturbing and construction activities.

- Prohibiting off-road diesel-powered equipment from being in the “on” position for more than 10 hours per day.
- Requiring on-road heavy-duty haul trucks to be model year 2010 or newer if diesel-fueled.
- Providing electrical hook ups to the power grid, rather than use of diesel-fueled generators, for electric construction tools, such as saws, drills and compressors, and using electric tools whenever feasible.
- Limiting the amount of daily grading disturbance area.
- Prohibiting grading on days with an Air Quality Index forecast of greater than 100 for particulates or ozone for the project area.
- Forbidding idling of heavy equipment for more than two minutes.
- Keeping onsite and furnishing to the lead agency or other regulators upon request, all equipment maintenance records and data sheets, including design specifications and emission control tier classifications.
- Conducting an on-site inspection to verify compliance with construction mitigation and to identify other opportunities to further reduce construction impacts.
- Using paints, architectural coatings, and industrial maintenance coatings that have volatile organic compound levels of less than 10 g/L.
- Providing information on transit and ridesharing programs and services to construction employees.
- Providing meal options onsite or shuttles between the facility and nearby meal destinations for construction employees.

Examples of measures to mitigate air quality and greenhouse gas impacts from operation include:

- Requiring that all facility-owned and operated fleet equipment with a gross vehicle weight rating greater than 14,000 pounds accessing the site meet or exceed 2010 model-year emissions equivalent engine standards as currently defined in California Code of Regulations Title 13, Division 3, Chapter 1, Article 4.5, Section 2025. Facility operators shall maintain records on-site demonstrating compliance with this requirement and shall make records available for inspection by the local jurisdiction, air district, and state upon request.
- Requiring all heavy-duty vehicles entering or operated on the project site to be zero-emission beginning in 2030.
- Requiring on-site equipment, such as forklifts and yard trucks, to be electric with the necessary electrical charging stations provided.
- Requiring tenants to use zero-emission light- and medium-duty vehicles as part of business operations.
- Forbidding trucks from idling for more than two minutes and requiring operators to turn off engines when not in use.
- Posting both interior- and exterior-facing signs, including signs directed at all

dock and delivery areas, identifying idling restrictions and contact information to report violations to CARB, the air district, and the building manager.

- Installing and maintaining, at the manufacturer's recommended maintenance intervals, air filtration systems at sensitive receptors within a certain radius of facility for the life of the project.
- Installing and maintaining, at the manufacturer's recommended maintenance intervals, an air monitoring station proximate to sensitive receptors and the facility for the life of the project, and making the resulting data publicly available in real time. While air monitoring does not mitigate the air quality or greenhouse gas impacts of a facility, it nonetheless benefits the affected community by providing information that can be used to improve air quality or avoid exposure to unhealthy air.
- Constructing electric truck charging stations proportional to the number of dock doors at the project.
- Constructing electric plugs for electric transport refrigeration units at every dock door, if the warehouse use could include refrigeration.
- Constructing electric light-duty vehicle charging stations proportional to the number of parking spaces at the project.
- Installing solar photovoltaic systems on the project site of a specified electrical generation capacity, such as equal to the building's projected energy needs.
- Requiring all stand-by emergency generators to be powered by a non-diesel fuel.
- Requiring facility operators to train managers and employees on efficient scheduling and load management to eliminate unnecessary queuing and idling of trucks.
- Requiring operators to establish and promote a rideshare program that discourages single-occupancy vehicle trips and provides financial incentives for alternate modes of transportation, including carpooling, public transit, and biking.
- Meeting CalGreen Tier 2 green building standards, including all provisions related to designated parking for clean air vehicles, electric vehicle charging, and bicycle parking.
- Achieving certification of compliance with LEED green building standards.
- Providing meal options onsite or shuttles between the facility and nearby meal destinations.
- Posting signs at every truck exit driveway providing directional information to the truck route.
- Improving and maintaining vegetation and tree canopy for residents in and around the project area.
- Requiring that every tenant train its staff in charge of keeping vehicle records in diesel technologies and compliance with CARB regulations, by attending CARB-approved courses. Also require facility operators to maintain records on-site demonstrating compliance and make records available for inspection by the local jurisdiction, air district, and state upon request.
- Requiring tenants to enroll in the United States Environmental Protection Agency's SmartWay program, and requiring tenants to use carriers that are SmartWay carriers.

- Providing tenants with information on incentive programs, such as the Carl Moyer Program and Voucher Incentive Program, to upgrade their fleets.

VI. Noise Impacts Analysis and Mitigation

The noise associated with logistics facilities can be among their most intrusive impacts to nearby sensitive receptors. Various sources, such as unloading activity, diesel truck movement, and rooftop air conditioning units, can contribute substantial noise pollution. These impacts are exacerbated by logistics facilities' typical 24-hour, seven-days-per-week operation. Construction noise is often even greater than operational noise, so if a project site is near sensitive receptors, developers and lead agencies should adopt measures to reduce the noise generated by both construction and operation activities.

Examples of best practices when studying noise impacts include:

- Preparing a noise impact analysis that considers all reasonably foreseeable project noise impacts, including to nearby sensitive receptors. All reasonably foreseeable project noise impacts encompasses noise from both construction and operations, including stationary, on-site, and off-site noise sources.
- Adopting a lower significance threshold for incremental noise increases when baseline noise already exceeds total noise significance thresholds, to account for the cumulative impact of additional noise and the fact that, as noise moves up the decibel scale, each decibel increase is a progressively greater increase in sound pressure than the last. For example, 70 dBA is ten times more sound pressure than 60 dBA.

Examples of measures to mitigate noise impacts include:

- Constructing physical, structural, or vegetative noise barriers on and/or off the project site.
- Locating or parking all stationary construction equipment as far from sensitive receptors as possible, and directing emitted noise away from sensitive receptors.
- Verifying that construction equipment has properly operating and maintained mufflers.
- Requiring all combustion-powered construction equipment to be surrounded by a noise protection barrier
- Limiting operation hours to daytime hours on weekdays.
- Paving roads where truck traffic is anticipated with low noise asphalt.
- Orienting any public address systems onsite away from sensitive receptors and setting system volume at a level not readily audible past the property line.

VII. Traffic Impacts Analysis and Mitigation

Warehouse facilities inevitably bring truck and passenger car traffic. Truck traffic can present substantial safety issues. Collisions with heavy-duty trucks are especially dangerous for passenger cars, motorcycles, bicycles, and pedestrians. These concerns can be even greater if

truck traffic passes through residential areas, school zones, or other places where pedestrians are common and extra caution is warranted.

Examples of measures to mitigate traffic impacts include:

- Designing, clearly marking, and enforcing truck routes that keep trucks out of residential neighborhoods and away from other sensitive receptors.
- Installing signs in residential areas noting that truck and employee parking is prohibited.
- Constructing new or improved transit stops, sidewalks, bicycle lanes, and crosswalks, with special attention to ensuring safe routes to schools.
- Consulting with the local public transit agency and securing increased public transit service to the project area.
- Designating areas for employee pickup and drop-off.
- Implementing traffic control and safety measures, such as speed bumps, speed limits, or new traffic signs or signals.
- Placing facility entry and exit points on major streets that do not have adjacent sensitive receptors.
- Restricting the turns trucks can make entering and exiting the facility to route trucks away from sensitive receptors.
- Constructing roadway improvements to improve traffic flow.
- Preparing a construction traffic control plan prior to grading, detailing the locations of equipment staging areas, material stockpiles, proposed road closures, and hours of construction operations, and designing the plan to minimize impacts to roads frequented by passenger cars, pedestrians, bicyclists, and other non-truck traffic.

VIII. Other Significant Environmental Impacts Analysis and Mitigation

Warehouse projects may result in significant environmental impacts to other resources, such as to aesthetics, cultural resources, energy, geology, or hazardous materials. All significant adverse environmental impacts must be evaluated, disclosed and mitigated to the extent feasible under CEQA. Examples of best practices and mitigation measures to reduce environmental impacts that do not fall under any of the above categories include:

- Appointing a compliance officer who is responsible for implementing all mitigation measures, and providing contact information for the compliance officer to the lead agency, to be updated annually.
- Creating a fund to mitigate impacts on affected residents, schools, places of worship, and other community institutions by retrofitting their property. For example, retaining a contractor to retrofit/install HVAC and/or air filtration systems, doors, dual-paned windows, and sound- and vibration-deadening insulation and curtains.
- Sweeping surrounding streets on a daily basis during construction to remove any construction-related debris and dirt.
- Directing all lighting at the facility into the interior of the site.

- Using full cut-off light shields and/or anti-glare lighting.
- Using cool pavement to reduce heat island effects.
- Installing climate control in the warehouse facility to promote worker well-being.
- Installing air filtration in the warehouse facility to promote worker well-being.

IX. Conclusion

California's world-class economy, ports, and transportation network position it at the center of the e-commerce and logistics industry boom. At the same time, California is a global leader in environmental protection and environmentally just development. The guidance in this document furthers these dual strengths, ensuring that all can access the benefits of economic development. The Bureau will continue to monitor proposed projects for compliance with CEQA and other laws. Lead agencies, developers, community advocates, and other interested parties should feel free to reach out to us as they consider how to guide warehouse development in their area.

Please do not hesitate to contact the Environmental Justice Bureau at ej@doj.ca.gov if you have any questions.

EXHIBIT B

Shawn Smallwood, PhD
3108 Finch Street
Davis, CA 95616

Escarlet Mar, Associate Planner
City of Roseville
311 Vernon St.
Roseville, California 95678

5 December 2022

RE: Blue Oaks Commerce Center

Dear Ms. Mar,

I write to comment on the Addendum to the 2010 Blue Oaks Commerce Center Mitigated Negative Declaration (MND) prepared for the proposed Blue Oaks Commerce Center, which I understand would add four industrial buildings totaling 310,000 square feet of floor space onto 23.94 acres.

My qualifications for preparing expert comments are the following. I hold a Ph.D. degree in Ecology from University of California at Davis, where I also worked as a post-graduate researcher in the Department of Agronomy and Range Sciences. My research has been on animal density and distribution, habitat selection, wildlife interactions with the anthrosphere, and conservation of rare and endangered species. I authored many papers on these and other topics. I served as Chair of the Conservation Affairs Committee for The Wildlife Society – Western Section. I am a member of The Wildlife Society and Raptor Research Foundation, and I've lectured part-time at California State University, Sacramento. I was Associate Editor of wildlife biology's premier scientific journal, The Journal of Wildlife Management, as well as of Biological Conservation, and I was on the Editorial Board of Environmental Management. I have performed wildlife surveys in California for thirty-seven years. My CV is attached.

BIOLOGICAL IMPACTS ASSESSMENT

Circumstances regarding wildlife have changed over the 12 years since the 2010 MND. The overall decline in bird abundance across North America (Rosenberg et al. 2019) has also included declines in special-status species. These declines prompted recent changes in statutes and more designations of special-status to biological species. As examples, neither California gull nor northern harrier were US Fish and Wildlife Bird Species of Conservation Concern in 2010, but they became so since then (Table 1). I did not find a list of potentially-occurring special-status species in the 2010 MND, but if one had been constructed, it is obsolete and should be replaced by Table 1.

My review of occurrence databases reveals 97 special-status species with potential to occur at or near the project site, including 32 (33%) between 1.5 miles of the site and 24 (25%) within 1.5 and 4 miles of the site, and 37 (38%) between 4 and 30 miles. With so many special-status species known to occur so close to the project site, a project-specific EIR is warranted to appropriately characterize the existing wildlife community.

Table 1. Occurrence likelihoods of special-status bird species at or near the proposed project site, according to eBird/iNaturalist records (<https://eBird.org>, <https://www.inaturalist.org>) and on-site survey findings, where ‘Very close’ indicates within 1.5 miles of the site, “nearby” indicates within 1.5 and 4 miles, and “in region” indicates within 4 and 30 miles, and ‘in range’ means the species’ geographic range overlaps the site.

Common name	Species name	Status ¹	Status changed since 2010	Data base records, Site visits
Monarch	<i>Danaus plexippus</i>	FC	Yes	Nearby
Crotch’s bumble bee	<i>Bombus crotchii</i>	CCE	Yes	In region
Western spadefoot	<i>Spea hammondi</i>	SSC		In region
Foothill yellow-legged frog	<i>Rana boylei</i>	CE, SSC		In region
Western pond turtle	<i>Emys marmorata</i>	SSC		Nearby
Coast horned lizard	<i>Phrynosoma blainvillii</i>	SSC		In region
Giant gartersnake	<i>Thamnophis gigas</i>	FT, CT		In region
Brant	<i>Branta bernicla</i>	SSC2		In region
Cackling goose (Aleutian)	<i>Branta hutchinsii leucopareia</i>	WL		Nearby
Redhead	<i>Aythya americana</i>	SSC2		In region
Barrow’s goldeneye	<i>Bucephala islandica</i>	SSC		Nearby
Western grebe	<i>Aechmophorus occidentalis</i>	BCC	Yes	In region
Clark’s grebe	<i>Aechmophorus clarkii</i>	BCC	Yes	In region
Western yellow-billed cuckoo	<i>Coccyzus americanus occidentalis</i>	FT, CE, BCC		In region
Black swift	<i>Cypseloides niger</i>	SSC3, BCC		In region
Vaux’s swift	<i>Chaetura vauxi</i>	SSC2		Nearby
Costa’s hummingbird	<i>Calypte costae</i>	BCC		In region
Rufous hummingbird	<i>Selasphorus rufus</i>	BCC		Very close
Allen’s hummingbird	<i>Selasphorus sasin</i>	BCC		In region
Lesser sandhill crane	<i>Antigone canadensis canadensis</i>	SSC3		In region
Greater sandhill crane	<i>Antigone canadensis tabida</i>	CE, FP		In region
Mountain plover	<i>Charadrius montanus</i>	SSC2, BCC		In region
Whimbrel	<i>Numenius phaeopus</i>	BCC		In region
Long-billed curlew	<i>Numenius americanus</i>	BCC, WL		Nearby
Marbled godwit	<i>Limosa fedoa</i>	BCC		In region
Short-billed dowitcher	<i>Limnodromus griseus</i>	BCC		In region

Common name	Species name	Status¹	Status changed since 2010	Data base records, Site visits
Willet	<i>Tringa semipalmata</i>	BCC	Yes	Nearby
Western gull	<i>Larus occidentalis</i>	BCC	Yes	In region
California gull	<i>Larus californicus</i>	BCC, WL	Yes	Very close
California least tern	<i>Sternula antillarum browni</i>	FE, CE, FP		In region
Caspian tern	<i>Hydroprogne caspia</i>	BCC		Nearby
Black tern	<i>Chlidonias niger</i>	SSC2, BCC		Nearby
Common loon	<i>Gavia immer</i>	SSC		In region
Double-crested cormorant	<i>Phalacrocorax auritus</i>	WL		Very close
American white pelican	<i>Pelicanus erythrorhynchos</i>	SSC1		Very close
Least bittern	<i>Ixobrychus exilis</i>	SSC2		In region
White-faced ibis	<i>Plegadis chihi</i>	WL		Nearby
Turkey vulture	<i>Cathartes aura</i>	BOP		Very close
Osprey	<i>Pandion haliaetus</i>	WL, BOP		Very close
White-tailed kite	<i>Elanus luecurus</i>	CFP, WL, BOP		Very close
Golden eagle	<i>Aquila chrysaetos</i>	BGEPA, CFP, BOP		Very close
Northern harrier	<i>Circus cyaneus</i>	BCC, SSC3, BOP	Yes	Very close
Sharp-shinned hawk	<i>Accipiter striatus</i>	WL, BOP		Very close
Cooper's hawk	<i>Accipiter cooperii</i>	WL, BOP		Very close
Northern goshawk	<i>Accipiter gentilis</i>	SSC2		In region
Bald eagle	<i>Haliaeetus leucocephalus</i>	BGEPA, BCC, CFP		Very close
Red-shouldered hawk	<i>Buteo lineatus</i>	BOP		Very close
Swainson's hawk	<i>Buteo swainsoni</i>	CT, BOP		Very close
Red-tailed hawk	<i>Buteo jamaicensis</i>	BOP		Very close
Ferruginous hawk	<i>Buteo regalis</i>	WL, BOP		Very close
Rough-legged hawk	<i>Buteo lagopus</i>	BOP		Very close
Barn owl	<i>Tyto alba</i>	BOP		Very close
Western screech-owl	<i>Megascops kennicotti</i>	BCC, BOP		Nearby
Great horned owl	<i>Bubo virginianus</i>	BOP		Very close
Burrowing owl	<i>Athene cunicularia</i>	BCC, SSC2, BOP		Very close
Long-eared owl	<i>Asio Otis</i>	SSC3		Nearby

Common name	Species name	Status¹	Status changed since 2010	Data base records, Site visits
Short-eared owl	<i>Asia flammeus</i>	BCC, SSC3, BOP	Yes	Nearby
Lewis's woodpecker	<i>Melanerpes lewis</i>	BCC		Very close
Nuttall's woodpecker	<i>Picoides nuttallii</i>	BCC		Very close
American kestrel	<i>Falco sparverius</i>	BOP		Very close
Merlin	<i>Falco columbarius</i>	WL, BOP		Very close
Peregrine falcon	<i>Falco peregrinus</i>	CFP, BCC, BOP		Very close
Prairie falcon	<i>Falco mexicanus</i>	BCC, WL, BOP		Very close
Olive-sided flycatcher	<i>Contopus cooperi</i>	BCC, SSC2	Yes	Very close
Willow flycatcher	<i>Empidonax trailii</i>	CE, BCC		Nearby
Loggerhead shrike	<i>Lanius ludovicianus</i>	BCC, SSC2		Nearby
Yellow-billed magpie	<i>Pica nuttalli</i>	BCC		Very close
Oak titmouse	<i>Baeolophus inornatus</i>	BCC		Very close
California horned lark	<i>Eremophila alpestris actia</i>	WL		Nearby, recent
Bank swallow	<i>Riparia riparia</i>	CT		In region
Purple martin	<i>Progne subis</i>	SSC2		Nearby
Wrentit	<i>Chamaea fasciata</i>	BCC	Yes	Nearby
California thrasher	<i>Toxostoma redivivum</i>	BCC	Yes	Nearby
Cassin's finch	<i>Haemorhous cassinii</i>	BCC		In region
Lawrence's goldfinch	<i>Spinus lawrencei</i>	BCC		Nearby
Grasshopper sparrow	<i>Ammodramus savannarum</i>	SSC2		In region
Black-chinned sparrow	<i>Spizella atrogularis</i>	BCC		In region
Brewer's sparrow	<i>Spizella breweri</i>	BCC		Nearby
Bell's sparrow	<i>Amphispiza b. belli</i>	WL, BCC		In region
Oregon vesper sparrow	<i>Pooecetes gramineus affinis</i>	SSC2, BCC		Nearby
Yellow-breasted chat	<i>Icteria virens</i>	SSC3		Nearby
Yellow-headed blackbird	<i>Xanthocephalus xanthocephalus</i>	SSC3		Nearby
Bullock's oriole	<i>Icterus bullockii</i>	BCC	Yes	Very close
Tricolored blackbird	<i>Agelaius tricolor</i>	CT, BCC, SSC1	Yes	Very close
Yellow warbler	<i>Dendroica petechia</i>	BCC, SSC2		Very close
Summer tanager	<i>Piranga rubra</i>	SSC1		In region

Common name	Species name	Status ¹	Status changed since 2010	Data base records, Site visits
Pallid bat	<i>Antrozous pallidus</i>	SSC, WBWG:H		In region
Townsend's big-eared bat	<i>Corynorhinus townsendii</i>	SSC, WBWG:H		In region
Silver-haired bat	<i>Lasionycteris noctivagans</i>	BWG:M		In region
Western red bat	<i>Lasiurus blossevillii</i>	SSC, WBWG:H		In region
Hoary bat	<i>Lasiurus cinereus</i>	WBWG:M		In region
Western small-footed myotis	<i>Myotis cililabrum</i>	WBWG:M		In range
Fringed myotis	<i>Myotis thysanodes</i>	WBWG:H		In range
Long-legged myotis	<i>Myotis volans</i>	WBWG:H		In range
Yuma myotis	<i>Myotis yumanensis</i>	WBWG:LM		In region
Western mastiff bat	<i>Eumops perotis</i>	SSC, WBWG:H		In range
American badger	<i>Taxidea taxus</i>	SSC		In region

¹ Listed as FT or FE = federal threatened or endangered, FC = federal candidate for listing, BCC = U.S. Fish and Wildlife Service Bird of Conservation Concern, CT or CE = California threatened or endangered, CCT or CCE = Candidate California threatened or endangered, CFP = California Fully Protected (California Fish and Game Code 3511), SSC = California Species of Special Concern (not threatened with extinction, but rare, very restricted in range, declining throughout range, peripheral portion of species' range, associated with habitat that is declining in extent), SSC1, SSC2 and SSC3 = California Bird Species of Special Concern priorities 1, 2 and 3, respectively (Shuford and Gardali 2008), WL = Taxa to Watch List (Shuford and Gardali 2008), and BOP = Birds of Prey (CFG Code 3503.5), and WBWG = Western Bat Working Group with priority rankings, of low (L), moderate (M), and high (H).

TRAFFIC IMPACTS TO WILDLIFE

All of the special-status species listed in Table 1 would be vulnerable to collision mortality caused by project-generated traffic on roads servicing the project. Wildlife-vehicle mortality would extend as far from the project's building footprints as cars and trucks travel to and from the project site. Neither the Addendum nor the 2010 MND analyzed potential project impacts to wildlife resulting from the construction and operation of 310,000 square feet of warehouse buildings, 50,000 square feet of which would be newly added to the earlier project (Staff Report to Planning Commission, 22 September 2022). Below, I address potential project impacts to wildlife that need to be analyzed in a project-specific EIR.

Both the 2010 MND and the Addendum neglect to address one of the project's most obvious, substantial impacts to wildlife, and that is wildlife mortality and injuries caused by project-generated traffic. Project-generated traffic would endanger wildlife that must, for various reasons, cross roads used by the project's traffic (Photos 1-5). Vehicle collisions have accounted for the deaths of many thousands of amphibian, reptile, mammal, bird, and arthropod fauna, and the impacts have often been found to be significant at the population level (Forman et al. 2003). Across North America traffic impacts have taken devastating tolls on wildlife (Forman et al. 2003). In Canada, 3,562 birds were estimated killed per 100 km of road per year (Bishop and Brogan 2013), and the US estimate of avian mortality on roads is 2,200 to 8,405 deaths per 100 km per year, or 89 million to 340 million total per year (Loss et al. 2014).

Photo 1. *A Gambel's quail dashes across a road on 3 April 2021. Such road crossings are usually successful, but too often prove fatal to the animal. Photo by Noriko Smallwood.*



Photo 2. *White-tailed antelope squirrel dashes across a road, 26 May 2022.*



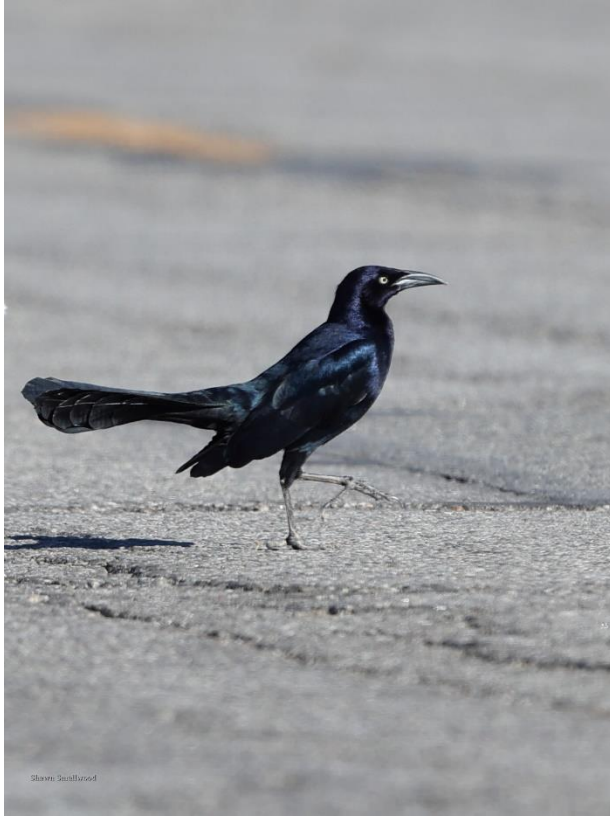


Photo 3. Great-tailed grackle walks onto a rural road in Imperial County, 4 February 2022.



Photo 4. Mourning dove killed by vehicle on a California road. Photo by Noriko Smallwood, 21 June 2020.

Photo 5. Raccoon killed on Road 31 just east of Highway 505 in Solano County. Photo taken on 10 November 2018.



Local impacts can be more intense than nationally. The nearest study of traffic-caused wildlife mortality was performed along a 2.5-mile stretch of Vasco Road in Contra Costa County, California. Fatality searches in this study found 1,275 carcasses of 49 species of mammals, birds, amphibians and reptiles over 15 months of searches (Mendelsohn et al. 2009). This fatality number needs to be adjusted for the proportion of fatalities that were not found due to scavenger removal and searcher error. This adjustment is typically made by placing carcasses for searchers to find (or not find) during their routine periodic fatality searches. This step was not taken at Vasco Road (Mendelsohn et al. 2009), but it was taken as part of another study right next to Vasco Road (Brown et al. 2016). The Brown et al. (2016) adjustment factors were similar to those for carcass

persistence of road fatalities (Santos et al. 2011). Applying searcher detection rates estimated from carcass detection trials performed at a wind energy project immediately adjacent to this same stretch of road (Brown et al. 2016), the adjusted total number of fatalities was estimated at 12,187 animals killed by traffic on the road. This fatality number translates to a rate of 3,900 wild animals per mile per year killed along 2.5 miles of road in 1.25 years. In terms comparable to the national estimates, the estimates from the Mendelsohn et al. (2009) study would translate to 243,740 animals killed per 100 km of road per year, or 29 times that of Loss et al.'s (2014) upper bound estimate and 68 times the Canadian estimate. An analysis is needed of whether increased traffic generated by the project site would similarly result in local impacts on wildlife.

For wildlife vulnerable to front-end collisions and crushing under tires, road mortality can be predicted from the study of Mendelsohn et al. (2009) as a basis, although it would be helpful to have the availability of more studies like that of Mendelsohn et al. (2009) at additional locations. My analysis of the Mendelsohn et al. (2009) data resulted in an estimated 3,900 animals killed per mile along a county road in Contra Costa County. Two percent of the estimated number of fatalities were birds, and the balance was composed of 34% mammals (many mice and pocket mice, but also ground squirrels, desert cottontails, striped skunks, American badgers, raccoons, and others), 52.3% amphibians (large numbers of California tiger salamanders and California red-legged frogs, but also Sierran treefrogs, western toads, arboreal salamanders, slender salamanders and others), and 11.7% reptiles (many western fence lizards, but also skinks, alligator lizards, and snakes of various species). The metric known as vehicle miles traveled (VMT) is useful for predicting wildlife mortality because I was able to quantify miles traveled along the studied reach of Vasco Road during the time period of the Mendelsohn et al. (2009), hence enabling a rate of fatalities per VMT that can be projected to other sites, assuming similar collision fatality rates.

In my own surveys for wildlife-vehicle collision mortality on roads near the project site, including a short reach of Highway 65, from 1990 through February 2008, I recorded 903 fatalities of the following species: American white pelican, duck of unknown species, American coot, great blue heron, great egret, turkey vulture, American kestrel, barn owl, great horned owl, ring-necked pheasant, belted kingfisher, rock pigeon, American crow, yellow-billed magpie, California kingsnake, gopher snake, frogs, desert cottontail, black-tailed jackrabbit, Norway rat, muskrat, California ground squirrel, western gray squirrel, eastern gray squirrel, black-tailed deer, raccoon, mink, river otter, striped skunk, feral house cat, gray fox, coyote, and Virginia opossum. Since 2008 I have recorded many more fatalities, but I do not have them ready for summary reporting. By memory, I recall finding fatalities of red-tailed hawk, Swainson's hawk, red-shouldered hawk, Cooper's hawk, American badger and Monarch. Overwhelming evidence is available that cars and trucks kill many members of many species of California's wildlife.

Predicting project-generated traffic impacts to wildlife

The Addendum fails to report a prediction for VMT, so I relied upon the mean rate of annual VMT per square foot of warehouse floorspace at 26 other proposed projects. The mean was 24.4195 annual VMT per square foot of floorspace. This mean applied to the

project's proposed 310,000 square feet would predict an annual VMT of 7,570,045. During the Mendelsohn et al. (2009) study, 19,500 cars traveled Vasco Road daily, so the vehicle miles that contributed to my estimate of non-volant fatalities was $19,500 \text{ cars} \times 2.5 \text{ miles} \times 365 \text{ days/year} \times 1.25 \text{ years} = 22,242,187.5 \text{ vehicle miles}$ per 12,187 wildlife fatalities, or 1,825 vehicle miles per fatality. This rate divided into my prediction of 7,570,045 annual VMT due to the project predicts 4,148 vertebrate wildlife fatalities per year. Even if the project-generated traffic would kill only half the number of wild animals as measured at Vasco Road, the annual mortality would be 2,074. But it also remains to be known to what degree vehicle tires contributed to carcass removals from the roadway, thereby contributing a negative bias to the fatality estimates I made from the Mendelsohn et al. (2009) fatality counts.

As a result of the 50,000 square feet of added warehouse floor space to the earlier project (Staff Report to Planning Commission, 22 September 2022), the mean 24.4195 annual VMT per square foot of floorspace predicts 1,220,975 annual VMT. The project's added floor space would be predicted to result in 669 vertebrate wildlife fatalities per year, and even if the additional project-generated traffic would kill only half the number of wild animals as measured at Vasco Road, the annual mortality would be 335. California's loss of another 335 wild animals per year would easily qualify as a significant unmitigated impact of the project's additional 50,000 square feet of floor space.

Based on my assumptions and simple calculations, the project-generated traffic would cause substantial, significant impacts to wildlife. There is at least a fair argument that can be made for the need to prepare a project-specific EIR to analyze this impact. Mitigation measures to improve wildlife safety along roads are available and are feasible, and they need exploration for their suitability with the proposed project. My predicted loss of 2,074 to 4,148 wild vertebrate animals/year would be substantial, and therefore it is my expert opinion based on the facts and reasonable assumption that the project would result in a potentially significant impact from project-generated traffic that has not been addressed in the 2010 MND or 2022 Addendum.

A fair argument can be made for the need to prepare a project-specific EIR to analyze the potential project impacts resulting from wildlife-vehicle collision mortality caused by project-generated traffic. The EIR's analysis should extend in scope to the distances that project-generated traffic would travel along roads in the region.

MITIGATION

The Addendum includes the following mitigation measure, which is the same measure that appears in the 2010 MND:

MITIGATION MEASURE BIO#3: "A qualified biologist shall perform pre-construction surveys for nesting birds and raptors at least 30 days in advance of construction if construction is planned during January to July. If the survey does not identify any special-status birds or raptors species, no further mitigation is required. If nesting is found to be occurring, avoid disturbance of the nest site with a suitable buffer

zone. The on-site biologist shall consult with the California Department of Fish & Game to determine the size of the no-disturbance buffer (typically between 150 to 200 feet). Additionally, if Swainson's hawk are found to be using the site in any capacity, off-site mitigation would be required at a ratio deemed suitable by the CDFG."

The Addendum says that the site was graded in preparation of the development. I assume, therefore, that if this grading was done during the avian breeding season, preconstruction surveys would have been completed. However, it should be clarified whether preconstruction surveys were in fact completed prior to grading. Furthermore, it should be clarified whether a preconstruction survey report was prepared, and if it was prepared, then it should be shared as part of the CEQA review for the proposed project.

Regardless of whether preconstruction surveys preceded grading, sufficient time has elapsed since the site was graded to warrant preconstruction surveys prior to any next step in construction should the project go forward. A graded site could attract various bird species that breed on open ground, such as killdeer and California horned lark.

RECOMMENDED MEASURES

I suggest that an EIR be prepared for this proposed project, and that it considers the following measures.

Detection Surveys

The City of Roseville should implement the available protocols and guidelines on detection surveys for special-status species of wildlife. There are many special-status species potentially affected by the proposed project (Table 1), and each species comes with unique methods that are needed to determine presence or absence of the species. Therefore, there are many survey protocols needed. Detection surveys are needed to inform preconstruction take-avoidance surveys and to inform the formulation of appropriate mitigation measures.

Road Mortality: Compensatory mitigation is needed for the increased wildlife mortality that would be caused by the project-generated road traffic in the region. I suggest that this mitigation can be directed toward funding research to identify fatality patterns and effective impact reduction measures such as reduced speed limits and wildlife under-crossings or overcrossings of particularly dangerous road segments. Compensatory mitigation can also be provided in the form of donations to wildlife rehabilitation facilities (see below).

Fund Wildlife Rehabilitation Facilities

Wildlife will be killed and injured by collisions with traffic associated with the project. The impacts to injured wildlife can be rectified by helping to pay the costs of wildlife rehabilitation facilities, which operate on volunteer support and inadequate budgets. Leyvas and Smallwood (2015) surveyed 38 rehabilitation facilities to assess the cost of

rehabilitating raptors injured by wind turbines, and recommend \$3,230/injured raptor would serve as a reasonable interim mitigation cost. However, wildlife injured by car and truck traffic to and from the project will include animals other than raptors. Most of these non-raptor animals likely cost less to rehabilitate or to care for until those who cannot be released or placed in the care of others need to be euthanized humanely. In the absence of any additional cost summaries from rehabilitation facilities, I estimate that \$500 per injured animal would be reasonable.

The next challenge is estimating how many animals will require treatment during the life of the project. Live, injured animals will contribute directly to the costs incurred by rehabilitation facilities receiving the animals, but animals killed outright by cars and trucks should also be mitigated through one or more compensatory measures. Compensating for animals that are killed can come in the form of rehabilitating animals that were injured by other projects or anthropogenic activities. As a starting point, I suggest assessing \$100 per project-caused fatality. Still, there has yet to be a basis for multiplying these dollar amounts by the numbers of killed and injured wildlife caused by the project. And it should be remembered that most of the animals killed will never be documented.

There are two ways that project impacts can be assessed for deciding upon a rehabilitation fee. One way is to predict project-level impacts, but this prediction would be highly uncertain. One could use fatality and injury rates from available studies. A projected injury rate could be multiplied by \$3,230 per raptor and \$500 per non-raptor, and a projected fatality rate could be multiplied by \$100 per fatality. Thus, perhaps for every animal found injured at the project site and delivered to a rehabilitation facility, the cost for the injury is paid (\$3,230 per raptor and \$500 per non-raptor) plus \$2,500 is paid for all the projected dead animals per injured animal.

The second way to assess the impact is to fund scientific monitoring. This second way would necessitate a delay in establishing the cost-basis of the mitigation fee, but learning about the impacts would make the delay worthwhile. As scientific monitoring proceeds, a mitigation fee can be paid based on the injuries and fatalities that are found. Upon completion of the monitoring, an annual fee would be paid based on the average annual findings from the monitoring effort. I suggest splitting a fund among multiple wildlife rehabilitation facilities in the region.

Thank you for your attention,



Shawn Smallwood, Ph.D.

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December 7, 2022

Via Email

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**Re: Appeal of Addendum to the 2010 IS/MND for Blue Oaks Commerce Center (NIPA PCL 56 – Blue Oaks Commerce Center; File #PL22-0101)
Roseville City Council Hearing; December 7, 2022, Agenda Item 8.1**

Dear Mayor Bernasconi, Vice Mayor Houdesheldt, Honorable Members of the City Council, and Ms. Mar,

I am writing on behalf of Laborers International Union of North America, Local 185, and its members living or working in and around the City of Roseville (collectively, “LIUNA”), in support of LIUNA’s appeal of the Planning Commission’s September 22, 2022 decisions: (1) adopting an Addendum to the 2010 Initial Study/Mitigated Negative Declaration (“2010 MND”) prepared for the Blue Oaks Commerce Center project, (2) approving a Major Project Permit (“MPP”) Stage 1 Modification, and (3) approving a MPP Stage 2 to allow construction and operation of four industrial buildings totaling 310,000 square feet (“Project”). This letter supplements our prior letter, dated December 5, 2022.

In our December 5, 2022 letter, we raised our concerns that the City had violated its duty to investigate the environmental impacts of the proposed Project, particularly compared to the 2010 project. In particular, the Addendum states on page 14 that “[c]onstruction and operation of the project will increase emissions on the site, but not substantially.” (Addendum, p. 14)

To further our understanding of the potential impacts, and how the Addendum’s conclusions were reached, my office requested the air quality data relied on by the City in its

December 7, 2022

Appeal re: Blue Oaks Commerce Center and Addendum to 2010 IS/MND

City Council Hearing

Page 2 of 2

determination that an addendum was appropriate, and that the Project now being approved did not have substantially greater impacts than the 2010 project. We specifically requested the CalEEMod data prepared for the Project. This is the data output generated by experts who run air quality analyses. My office was informed that “The Blue Oaks Commerce Center Addendum did not include a CalEEMod file as the project relied on the City of Roseville 2035 General Plan Update air quality analysis.” Without having prepared any analysis of the air quality impacts that this Project will have, the City has no evidence to support its reliance on an Addendum. The City has no evidence that the Project now being approved – with its 50,000 square feet of industrial warehouse space - will not result in substantially greater air quality impacts than the project approved and analyzed in the 2010 MND.

The Addendum also states that “the construction phase project-level ROG (lbs/day) percent difference between the original project and the propped project will have approximately a 17% difference.” There appears to be no evidentiary basis for this statement.

In addition, we recently obtained from City staff Attachment 2 to the 2010 MND, which is a 404 Permit application containing the biological resources assessment relied on in support of the 2010 MND’s conclusions. This assessment was prepared 17 years ago, in 2005. When compared to the list of species potentially occurring at the Project site prepared by Dr. Smallwood, there are many new special status species that were not previously either likely to occur on the site or not previously listed as special status species, including, for example, the long-billed curlew, rufous hummingbird, barrow’s goldeneye, willet, California gull, sharp-shinned hawk, and dozens of others. (Smallwood Comments, attached as Exhibit 1, pp. 2-5.) The fact that these species now have the potential to occur on site is a changed circumstance, and requires major revisions to the MND to analyze and mitigate the Project’s potential impact on these species, as described in Dr. Smallwood’s comments. (See CEQA Guidelines, § 15162(a)(2).)

Further, many of the species identified by Dr. Smallwood were not designated as special-status species in 2010. These new designations constitute new information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous MND was adopted, and Dr. Smallwood’s comments show that the Project may have significant impacts on these species. (See CEQA Guidelines, § 15162(a)(3).)

Sincerely,

A handwritten signature in blue ink, appearing to read 'Rebecca L. Davis', with a long horizontal flourish extending to the right.

Rebecca L. Davis
LOZEAU | DRURY LLP

EXHIBIT 1

Shawn Smallwood, PhD
3108 Finch Street
Davis, CA 95616

Escarlet Mar, Associate Planner
City of Roseville
311 Vernon St.
Roseville, California 95678

5 December 2022

RE: Blue Oaks Commerce Center

Dear Ms. Mar,

I write to comment on the Addendum to the 2010 Blue Oaks Commerce Center Mitigated Negative Declaration (MND) prepared for the proposed Blue Oaks Commerce Center, which I understand would add four industrial buildings totaling 310,000 square feet of floor space onto 23.94 acres.

My qualifications for preparing expert comments are the following. I hold a Ph.D. degree in Ecology from University of California at Davis, where I also worked as a post-graduate researcher in the Department of Agronomy and Range Sciences. My research has been on animal density and distribution, habitat selection, wildlife interactions with the anthrosphere, and conservation of rare and endangered species. I authored many papers on these and other topics. I served as Chair of the Conservation Affairs Committee for The Wildlife Society – Western Section. I am a member of The Wildlife Society and Raptor Research Foundation, and I've lectured part-time at California State University, Sacramento. I was Associate Editor of wildlife biology's premier scientific journal, The Journal of Wildlife Management, as well as of Biological Conservation, and I was on the Editorial Board of Environmental Management. I have performed wildlife surveys in California for thirty-seven years. My CV is attached.

BIOLOGICAL IMPACTS ASSESSMENT

Circumstances regarding wildlife have changed over the 12 years since the 2010 MND. The overall decline in bird abundance across North America (Rosenberg et al. 2019) has also included declines in special-status species. These declines prompted recent changes in statutes and more designations of special-status to biological species. As examples, neither California gull nor northern harrier were US Fish and Wildlife Bird Species of Conservation Concern in 2010, but they became so since then (Table 1). I did not find a list of potentially-occurring special-status species in the 2010 MND, but if one had been constructed, it is obsolete and should be replaced by Table 1.

My review of occurrence databases reveals 97 special-status species with potential to occur at or near the project site, including 32 (33%) between 1.5 miles of the site and 24 (25%) within 1.5 and 4 miles of the site, and 37 (38%) between 4 and 30 miles. With so many special-status species known to occur so close to the project site, a project-specific EIR is warranted to appropriately characterize the existing wildlife community.

Table 1. Occurrence likelihoods of special-status bird species at or near the proposed project site, according to eBird/iNaturalist records (<https://eBird.org>, <https://www.inaturalist.org>) and on-site survey findings, where ‘Very close’ indicates within 1.5 miles of the site, “nearby” indicates within 1.5 and 4 miles, and “in region” indicates within 4 and 30 miles, and ‘in range’ means the species’ geographic range overlaps the site.

Common name	Species name	Status ¹	Status changed since 2010	Data base records, Site visits
Monarch	<i>Danaus plexippus</i>	FC	Yes	Nearby
Crotch’s bumble bee	<i>Bombus crotchii</i>	CCE	Yes	In region
Western spadefoot	<i>Spea hammondi</i>	SSC		In region
Foothill yellow-legged frog	<i>Rana boylei</i>	CE, SSC		In region
Western pond turtle	<i>Emys marmorata</i>	SSC		Nearby
Coast horned lizard	<i>Phrynosoma blainvillii</i>	SSC		In region
Giant gartersnake	<i>Thamnophis gigas</i>	FT, CT		In region
Brant	<i>Branta bernicla</i>	SSC2		In region
Cackling goose (Aleutian)	<i>Branta hutchinsii leucopareia</i>	WL		Nearby
Redhead	<i>Aythya americana</i>	SSC2		In region
Barrow’s goldeneye	<i>Bucephala islandica</i>	SSC		Nearby
Western grebe	<i>Aechmophorus occidentalis</i>	BCC	Yes	In region
Clark’s grebe	<i>Aechmophorus clarkii</i>	BCC	Yes	In region
Western yellow-billed cuckoo	<i>Coccyzus americanus occidentalis</i>	FT, CE, BCC		In region
Black swift	<i>Cypseloides niger</i>	SSC3, BCC		In region
Vaux’s swift	<i>Chaetura vauxi</i>	SSC2		Nearby
Costa’s hummingbird	<i>Calypte costae</i>	BCC		In region
Rufous hummingbird	<i>Selasphorus rufus</i>	BCC		Very close
Allen’s hummingbird	<i>Selasphorus sasin</i>	BCC		In region
Lesser sandhill crane	<i>Antigone canadensis canadensis</i>	SSC3		In region
Greater sandhill crane	<i>Antigone canadensis tabida</i>	CE, FP		In region
Mountain plover	<i>Charadrius montanus</i>	SSC2, BCC		In region
Whimbrel	<i>Numenius phaeopus</i>	BCC		In region
Long-billed curlew	<i>Numenius americanus</i>	BCC, WL		Nearby
Marbled godwit	<i>Limosa fedoa</i>	BCC		In region
Short-billed dowitcher	<i>Limnodromus griseus</i>	BCC		In region

Common name	Species name	Status¹	Status changed since 2010	Data base records, Site visits
Willet	<i>Tringa semipalmata</i>	BCC	Yes	Nearby
Western gull	<i>Larus occidentalis</i>	BCC	Yes	In region
California gull	<i>Larus californicus</i>	BCC, WL	Yes	Very close
California least tern	<i>Sternula antillarum browni</i>	FE, CE, FP		In region
Caspian tern	<i>Hydroprogne caspia</i>	BCC		Nearby
Black tern	<i>Chlidonias niger</i>	SSC2, BCC		Nearby
Common loon	<i>Gavia immer</i>	SSC		In region
Double-crested cormorant	<i>Phalacrocorax auritus</i>	WL		Very close
American white pelican	<i>Pelicanus erythrorhynchos</i>	SSC1		Very close
Least bittern	<i>Ixobrychus exilis</i>	SSC2		In region
White-faced ibis	<i>Plegadis chihi</i>	WL		Nearby
Turkey vulture	<i>Cathartes aura</i>	BOP		Very close
Osprey	<i>Pandion haliaetus</i>	WL, BOP		Very close
White-tailed kite	<i>Elanus luecurus</i>	CFP, WL, BOP		Very close
Golden eagle	<i>Aquila chrysaetos</i>	BGEPA, CFP, BOP		Very close
Northern harrier	<i>Circus cyaneus</i>	BCC, SSC3, BOP	Yes	Very close
Sharp-shinned hawk	<i>Accipiter striatus</i>	WL, BOP		Very close
Cooper's hawk	<i>Accipiter cooperii</i>	WL, BOP		Very close
Northern goshawk	<i>Accipiter gentilis</i>	SSC2		In region
Bald eagle	<i>Haliaeetus leucocephalus</i>	BGEPA, BCC, CFP		Very close
Red-shouldered hawk	<i>Buteo lineatus</i>	BOP		Very close
Swainson's hawk	<i>Buteo swainsoni</i>	CT, BOP		Very close
Red-tailed hawk	<i>Buteo jamaicensis</i>	BOP		Very close
Ferruginous hawk	<i>Buteo regalis</i>	WL, BOP		Very close
Rough-legged hawk	<i>Buteo lagopus</i>	BOP		Very close
Barn owl	<i>Tyto alba</i>	BOP		Very close
Western screech-owl	<i>Megascops kennicotti</i>	BCC, BOP		Nearby
Great horned owl	<i>Bubo virginianus</i>	BOP		Very close
Burrowing owl	<i>Athene cunicularia</i>	BCC, SSC2, BOP		Very close
Long-eared owl	<i>Asio Otis</i>	SSC3		Nearby

Common name	Species name	Status¹	Status changed since 2010	Data base records, Site visits
Short-eared owl	<i>Asia flammeus</i>	BCC, SSC3, BOP	Yes	Nearby
Lewis's woodpecker	<i>Melanerpes lewis</i>	BCC		Very close
Nuttall's woodpecker	<i>Picoides nuttallii</i>	BCC		Very close
American kestrel	<i>Falco sparverius</i>	BOP		Very close
Merlin	<i>Falco columbarius</i>	WL, BOP		Very close
Peregrine falcon	<i>Falco peregrinus</i>	CFP, BCC, BOP		Very close
Prairie falcon	<i>Falco mexicanus</i>	BCC, WL, BOP		Very close
Olive-sided flycatcher	<i>Contopus cooperi</i>	BCC, SSC2	Yes	Very close
Willow flycatcher	<i>Empidonax trailii</i>	CE, BCC		Nearby
Loggerhead shrike	<i>Lanius ludovicianus</i>	BCC, SSC2		Nearby
Yellow-billed magpie	<i>Pica nuttalli</i>	BCC		Very close
Oak titmouse	<i>Baeolophus inornatus</i>	BCC		Very close
California horned lark	<i>Eremophila alpestris actia</i>	WL		Nearby, recent
Bank swallow	<i>Riparia riparia</i>	CT		In region
Purple martin	<i>Progne subis</i>	SSC2		Nearby
Wrentit	<i>Chamaea fasciata</i>	BCC	Yes	Nearby
California thrasher	<i>Toxostoma redivivum</i>	BCC	Yes	Nearby
Cassin's finch	<i>Haemorhous cassinii</i>	BCC		In region
Lawrence's goldfinch	<i>Spinus lawrencei</i>	BCC		Nearby
Grasshopper sparrow	<i>Ammodramus savannarum</i>	SSC2		In region
Black-chinned sparrow	<i>Spizella atrogularis</i>	BCC		In region
Brewer's sparrow	<i>Spizella breweri</i>	BCC		Nearby
Bell's sparrow	<i>Amphispiza b. belli</i>	WL, BCC		In region
Oregon vesper sparrow	<i>Pooecetes gramineus affinis</i>	SSC2, BCC		Nearby
Yellow-breasted chat	<i>Icteria virens</i>	SSC3		Nearby
Yellow-headed blackbird	<i>Xanthocephalus xanthocephalus</i>	SSC3		Nearby
Bullock's oriole	<i>Icterus bullockii</i>	BCC	Yes	Very close
Tricolored blackbird	<i>Agelaius tricolor</i>	CT, BCC, SSC1	Yes	Very close
Yellow warbler	<i>Dendroica petechia</i>	BCC, SSC2		Very close
Summer tanager	<i>Piranga rubra</i>	SSC1		In region

Common name	Species name	Status ¹	Status changed since 2010	Data base records, Site visits
Pallid bat	<i>Antrozous pallidus</i>	SSC, WBWG:H		In region
Townsend's big-eared bat	<i>Corynorhinus townsendii</i>	SSC, WBWG:H		In region
Silver-haired bat	<i>Lasionycteris noctivagans</i>	BWG:M		In region
Western red bat	<i>Lasiurus blossevillii</i>	SSC, WBWG:H		In region
Hoary bat	<i>Lasiurus cinereus</i>	WBWG:M		In region
Western small-footed myotis	<i>Myotis cililabrum</i>	WBWG:M		In range
Fringed myotis	<i>Myotis thysanodes</i>	WBWG:H		In range
Long-legged myotis	<i>Myotis volans</i>	WBWG:H		In range
Yuma myotis	<i>Myotis yumanensis</i>	WBWG:LM		In region
Western mastiff bat	<i>Eumops perotis</i>	SSC, WBWG:H		In range
American badger	<i>Taxidea taxus</i>	SSC		In region

¹ Listed as FT or FE = federal threatened or endangered, FC = federal candidate for listing, BCC = U.S. Fish and Wildlife Service Bird of Conservation Concern, CT or CE = California threatened or endangered, CCT or CCE = Candidate California threatened or endangered, CFP = California Fully Protected (California Fish and Game Code 3511), SSC = California Species of Special Concern (not threatened with extinction, but rare, very restricted in range, declining throughout range, peripheral portion of species' range, associated with habitat that is declining in extent), SSC1, SSC2 and SSC3 = California Bird Species of Special Concern priorities 1, 2 and 3, respectively (Shuford and Gardali 2008), WL = Taxa to Watch List (Shuford and Gardali 2008), and BOP = Birds of Prey (CFG Code 3503.5), and WBWG = Western Bat Working Group with priority rankings, of low (L), moderate (M), and high (H).

TRAFFIC IMPACTS TO WILDLIFE

All of the special-status species listed in Table 1 would be vulnerable to collision mortality caused by project-generated traffic on roads servicing the project. Wildlife-vehicle mortality would extend as far from the project's building footprints as cars and trucks travel to and from the project site. Neither the Addendum nor the 2010 MND analyzed potential project impacts to wildlife resulting from the construction and operation of 310,000 square feet of warehouse buildings, 50,000 square feet of which would be newly added to the earlier project (Staff Report to Planning Commission, 22 September 2022). Below, I address potential project impacts to wildlife that need to be analyzed in a project-specific EIR.

Both the 2010 MND and the Addendum neglect to address one of the project's most obvious, substantial impacts to wildlife, and that is wildlife mortality and injuries caused by project-generated traffic. Project-generated traffic would endanger wildlife that must, for various reasons, cross roads used by the project's traffic (Photos 1-5). Vehicle collisions have accounted for the deaths of many thousands of amphibian, reptile, mammal, bird, and arthropod fauna, and the impacts have often been found to be significant at the population level (Forman et al. 2003). Across North America traffic impacts have taken devastating tolls on wildlife (Forman et al. 2003). In Canada, 3,562 birds were estimated killed per 100 km of road per year (Bishop and Brogan 2013), and the US estimate of avian mortality on roads is 2,200 to 8,405 deaths per 100 km per year, or 89 million to 340 million total per year (Loss et al. 2014).

Photo 1. *A Gambel's quail dashes across a road on 3 April 2021. Such road crossings are usually successful, but too often prove fatal to the animal. Photo by Noriko Smallwood.*



Photo 2. *White-tailed antelope squirrel dashes across a road, 26 May 2022.*



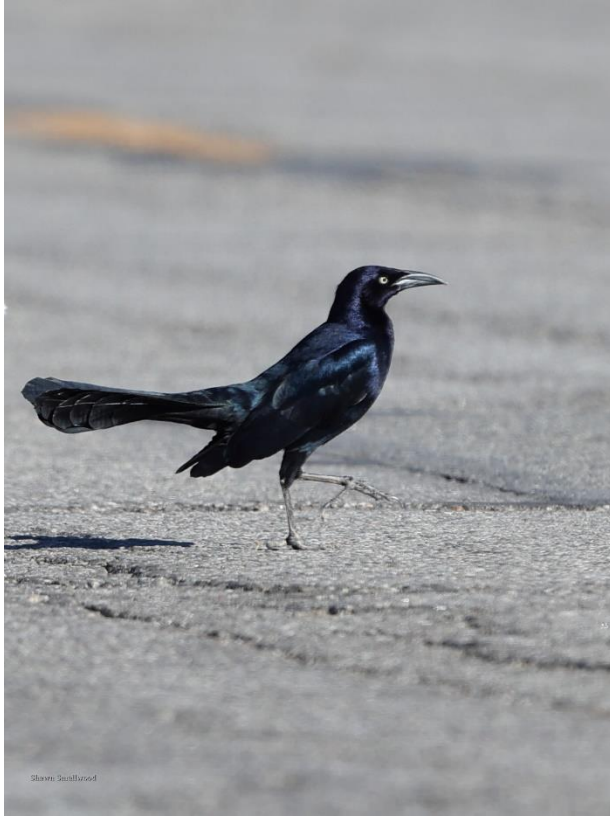


Photo 3. Great-tailed grackle walks onto a rural road in Imperial County, 4 February 2022.



Photo 4. Mourning dove killed by vehicle on a California road. Photo by Noriko Smallwood, 21 June 2020.

Photo 5. Raccoon killed on Road 31 just east of Highway 505 in Solano County. Photo taken on 10 November 2018.



Local impacts can be more intense than nationally. The nearest study of traffic-caused wildlife mortality was performed along a 2.5-mile stretch of Vasco Road in Contra Costa County, California. Fatality searches in this study found 1,275 carcasses of 49 species of mammals, birds, amphibians and reptiles over 15 months of searches (Mendelsohn et al. 2009). This fatality number needs to be adjusted for the proportion of fatalities that were not found due to scavenger removal and searcher error. This adjustment is typically made by placing carcasses for searchers to find (or not find) during their routine periodic fatality searches. This step was not taken at Vasco Road (Mendelsohn et al. 2009), but it was taken as part of another study right next to Vasco Road (Brown et al. 2016). The Brown et al. (2016) adjustment factors were similar to those for carcass

persistence of road fatalities (Santos et al. 2011). Applying searcher detection rates estimated from carcass detection trials performed at a wind energy project immediately adjacent to this same stretch of road (Brown et al. 2016), the adjusted total number of fatalities was estimated at 12,187 animals killed by traffic on the road. This fatality number translates to a rate of 3,900 wild animals per mile per year killed along 2.5 miles of road in 1.25 years. In terms comparable to the national estimates, the estimates from the Mendelsohn et al. (2009) study would translate to 243,740 animals killed per 100 km of road per year, or 29 times that of Loss et al.'s (2014) upper bound estimate and 68 times the Canadian estimate. An analysis is needed of whether increased traffic generated by the project site would similarly result in local impacts on wildlife.

For wildlife vulnerable to front-end collisions and crushing under tires, road mortality can be predicted from the study of Mendelsohn et al. (2009) as a basis, although it would be helpful to have the availability of more studies like that of Mendelsohn et al. (2009) at additional locations. My analysis of the Mendelsohn et al. (2009) data resulted in an estimated 3,900 animals killed per mile along a county road in Contra Costa County. Two percent of the estimated number of fatalities were birds, and the balance was composed of 34% mammals (many mice and pocket mice, but also ground squirrels, desert cottontails, striped skunks, American badgers, raccoons, and others), 52.3% amphibians (large numbers of California tiger salamanders and California red-legged frogs, but also Sierran treefrogs, western toads, arboreal salamanders, slender salamanders and others), and 11.7% reptiles (many western fence lizards, but also skinks, alligator lizards, and snakes of various species). The metric known as vehicle miles traveled (VMT) is useful for predicting wildlife mortality because I was able to quantify miles traveled along the studied reach of Vasco Road during the time period of the Mendelsohn et al. (2009), hence enabling a rate of fatalities per VMT that can be projected to other sites, assuming similar collision fatality rates.

In my own surveys for wildlife-vehicle collision mortality on roads near the project site, including a short reach of Highway 65, from 1990 through February 2008, I recorded 903 fatalities of the following species: American white pelican, duck of unknown species, American coot, great blue heron, great egret, turkey vulture, American kestrel, barn owl, great horned owl, ring-necked pheasant, belted kingfisher, rock pigeon, American crow, yellow-billed magpie, California kingsnake, gopher snake, frogs, desert cottontail, black-tailed jackrabbit, Norway rat, muskrat, California ground squirrel, western gray squirrel, eastern gray squirrel, black-tailed deer, raccoon, mink, river otter, striped skunk, feral house cat, gray fox, coyote, and Virginia opossum. Since 2008 I have recorded many more fatalities, but I do not have them ready for summary reporting. By memory, I recall finding fatalities of red-tailed hawk, Swainson's hawk, red-shouldered hawk, Cooper's hawk, American badger and Monarch. Overwhelming evidence is available that cars and trucks kill many members of many species of California's wildlife.

Predicting project-generated traffic impacts to wildlife

The Addendum fails to report a prediction for VMT, so I relied upon the mean rate of annual VMT per square foot of warehouse floorspace at 26 other proposed projects. The mean was 24.4195 annual VMT per square foot of floorspace. This mean applied to the

project's proposed 310,000 square feet would predict an annual VMT of 7,570,045. During the Mendelsohn et al. (2009) study, 19,500 cars traveled Vasco Road daily, so the vehicle miles that contributed to my estimate of non-volant fatalities was $19,500 \text{ cars} \times 2.5 \text{ miles} \times 365 \text{ days/year} \times 1.25 \text{ years} = 22,242,187.5 \text{ vehicle miles}$ per 12,187 wildlife fatalities, or 1,825 vehicle miles per fatality. This rate divided into my prediction of 7,570,045 annual VMT due to the project predicts 4,148 vertebrate wildlife fatalities per year. Even if the project-generated traffic would kill only half the number of wild animals as measured at Vasco Road, the annual mortality would be 2,074. But it also remains to be known to what degree vehicle tires contributed to carcass removals from the roadway, thereby contributing a negative bias to the fatality estimates I made from the Mendelsohn et al. (2009) fatality counts.

As a result of the 50,000 square feet of added warehouse floor space to the earlier project (Staff Report to Planning Commission, 22 September 2022), the mean 24.4195 annual VMT per square foot of floorspace predicts 1,220,975 annual VMT. The project's added floor space would be predicted to result in 669 vertebrate wildlife fatalities per year, and even if the additional project-generated traffic would kill only half the number of wild animals as measured at Vasco Road, the annual mortality would be 335. California's loss of another 335 wild animals per year would easily qualify as a significant unmitigated impact of the project's additional 50,000 square feet of floor space.

Based on my assumptions and simple calculations, the project-generated traffic would cause substantial, significant impacts to wildlife. There is at least a fair argument that can be made for the need to prepare a project-specific EIR to analyze this impact. Mitigation measures to improve wildlife safety along roads are available and are feasible, and they need exploration for their suitability with the proposed project. My predicted loss of 2,074 to 4,148 wild vertebrate animals/year would be substantial, and therefore it is my expert opinion based on the facts and reasonable assumption that the project would result in a potentially significant impact from project-generated traffic that has not been addressed in the 2010 MND or 2022 Addendum.

A fair argument can be made for the need to prepare a project-specific EIR to analyze the potential project impacts resulting from wildlife-vehicle collision mortality caused by project-generated traffic. The EIR's analysis should extend in scope to the distances that project-generated traffic would travel along roads in the region.

MITIGATION

The Addendum includes the following mitigation measure, which is the same measure that appears in the 2010 MND:

MITIGATION MEASURE BIO#3: "A qualified biologist shall perform pre-construction surveys for nesting birds and raptors at least 30 days in advance of construction if construction is planned during January to July. If the survey does not identify any special-status birds or raptors species, no further mitigation is required. If nesting is found to be occurring, avoid disturbance of the nest site with a suitable buffer

zone. The on-site biologist shall consult with the California Department of Fish & Game to determine the size of the no-disturbance buffer (typically between 150 to 200 feet). Additionally, if Swainson's hawk are found to be using the site in any capacity, off-site mitigation would be required at a ratio deemed suitable by the CDFG."

The Addendum says that the site was graded in preparation of the development. I assume, therefore, that if this grading was done during the avian breeding season, preconstruction surveys would have been completed. However, it should be clarified whether preconstruction surveys were in fact completed prior to grading. Furthermore, it should be clarified whether a preconstruction survey report was prepared, and if it was prepared, then it should be shared as part of the CEQA review for the proposed project.

Regardless of whether preconstruction surveys preceded grading, sufficient time has elapsed since the site was graded to warrant preconstruction surveys prior to any next step in construction should the project go forward. A graded site could attract various bird species that breed on open ground, such as killdeer and California horned lark.

RECOMMENDED MEASURES

I suggest that an EIR be prepared for this proposed project, and that it considers the following measures.

Detection Surveys

The City of Roseville should implement the available protocols and guidelines on detection surveys for special-status species of wildlife. There are many special-status species potentially affected by the proposed project (Table 1), and each species comes with unique methods that are needed to determine presence or absence of the species. Therefore, there are many survey protocols needed. Detection surveys are needed to inform preconstruction take-avoidance surveys and to inform the formulation of appropriate mitigation measures.

Road Mortality: Compensatory mitigation is needed for the increased wildlife mortality that would be caused by the project-generated road traffic in the region. I suggest that this mitigation can be directed toward funding research to identify fatality patterns and effective impact reduction measures such as reduced speed limits and wildlife under-crossings or overcrossings of particularly dangerous road segments. Compensatory mitigation can also be provided in the form of donations to wildlife rehabilitation facilities (see below).

Fund Wildlife Rehabilitation Facilities

Wildlife will be killed and injured by collisions with traffic associated with the project. The impacts to injured wildlife can be rectified by helping to pay the costs of wildlife rehabilitation facilities, which operate on volunteer support and inadequate budgets. Leyvas and Smallwood (2015) surveyed 38 rehabilitation facilities to assess the cost of

rehabilitating raptors injured by wind turbines, and recommend \$3,230/injured raptor would serve as a reasonable interim mitigation cost. However, wildlife injured by car and truck traffic to and from the project will include animals other than raptors. Most of these non-raptor animals likely cost less to rehabilitate or to care for until those who cannot be released or placed in the care of others need to be euthanized humanely. In the absence of any additional cost summaries from rehabilitation facilities, I estimate that \$500 per injured animal would be reasonable.

The next challenge is estimating how many animals will require treatment during the life of the project. Live, injured animals will contribute directly to the costs incurred by rehabilitation facilities receiving the animals, but animals killed outright by cars and trucks should also be mitigated through one or more compensatory measures. Compensating for animals that are killed can come in the form of rehabilitating animals that were injured by other projects or anthropogenic activities. As a starting point, I suggest assessing \$100 per project-caused fatality. Still, there has yet to be a basis for multiplying these dollar amounts by the numbers of killed and injured wildlife caused by the project. And it should be remembered that most of the animals killed will never be documented.

There are two ways that project impacts can be assessed for deciding upon a rehabilitation fee. One way is to predict project-level impacts, but this prediction would be highly uncertain. One could use fatality and injury rates from available studies. A projected injury rate could be multiplied by \$3,230 per raptor and \$500 per non-raptor, and a projected fatality rate could be multiplied by \$100 per fatality. Thus, perhaps for every animal found injured at the project site and delivered to a rehabilitation facility, the cost for the injury is paid (\$3,230 per raptor and \$500 per non-raptor) plus \$2,500 is paid for all the projected dead animals per injured animal.

The second way to assess the impact is to fund scientific monitoring. This second way would necessitate a delay in establishing the cost-basis of the mitigation fee, but learning about the impacts would make the delay worthwhile. As scientific monitoring proceeds, a mitigation fee can be paid based on the injuries and fatalities that are found. Upon completion of the monitoring, an annual fee would be paid based on the average annual findings from the monitoring effort. I suggest splitting a fund among multiple wildlife rehabilitation facilities in the region.

Thank you for your attention,



Shawn Smallwood, Ph.D.

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Curriculum Vitae

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Born May 3, 1963 in
Sacramento, California.
Married, father of two.

Ecologist

Expertise

- Finding solutions to controversial problems related to wildlife interactions with human industry, infrastructure, and activities;
- Wildlife monitoring and field study using GPS, thermal imaging, behavior surveys;
- Using systems analysis and experimental design principles to identify meaningful ecological patterns that inform management decisions.

Education

Ph.D. Ecology, University of California, Davis. September 1990.
M.S. Ecology, University of California, Davis. June 1987.
B.S. Anthropology, University of California, Davis. June 1985.
Corcoran High School, Corcoran, California. June 1981.

Experience

- 762 professional reports, including:
- 90 peer reviewed publications
- 24 in non-reviewed proceedings
- 646 reports, declarations, posters and book reviews
- 8 in mass media outlets
- 92 public presentations of research results

Editing for scientific journals: Guest Editor, *Wildlife Society Bulletin*, 2012-2013, of invited papers representing international views on the impacts of wind energy on wildlife and how to mitigate the impacts. Associate Editor, *Journal of Wildlife Management*, March 2004 to 30 June 2007. Editorial Board Member, *Environmental Management*, 10/1999 to 8/2004. Associate Editor, *Biological Conservation*, 9/1994 to 9/1995.

Member, Alameda County Scientific Review Committee (SRC), August 2006 to April 2011. The five-member committee investigated causes of bird and bat collisions in the Altamont Pass Wind Resource Area, and recommended mitigation and monitoring measures. The SRC reviewed the science underlying the Alameda County Avian Protection Program, and advised

the County on how to reduce wildlife fatalities.

Consulting Ecologist, 2004-2007, California Energy Commission (CEC). Provided consulting services as needed to the CEC on renewable energy impacts, monitoring and research, and produced several reports. Also collaborated with Lawrence-Livermore National Lab on research to understand and reduce wind turbine impacts on wildlife.

Consulting Ecologist, 1999-2013, U.S. Navy. Performed endangered species surveys, hazardous waste site monitoring, and habitat restoration for the endangered San Joaquin kangaroo rat, California tiger salamander, California red-legged frog, California clapper rail, western burrowing owl, salt marsh harvest mouse, and other species at Naval Air Station Lemoore; Naval Weapons Station, Seal Beach, Detachment Concord; Naval Security Group Activity, Skaggs Island; National Radio Transmitter Facility, Dixon; and, Naval Outlying Landing Field Imperial Beach.

Part-time Lecturer, 1998-2005, California State University, Sacramento. Instructed Mammalogy, Behavioral Ecology, and Ornithology Lab, Contemporary Environmental Issues, Natural Resources Conservation.

Senior Ecologist, 1999-2005, BioResource Consultants. Designed and implemented research and monitoring studies related to avian fatalities at wind turbines, avian electrocutions on electric distribution poles across California, and avian fatalities at transmission lines.

Chairman, Conservation Affairs Committee, The Wildlife Society--Western Section, 1999-2001. Prepared position statements and led efforts directed toward conservation issues, including travel to Washington, D.C. to lobby Congress for more wildlife conservation funding.

Systems Ecologist, 1995-2000, Institute for Sustainable Development. Headed ISD's program on integrated resources management. Developed indicators of ecological integrity for large areas, using remotely sensed data, local community involvement and GIS.

Associate, 1997-1998, Department of Agronomy and Range Science, University of California, Davis. Worked with Shu Geng and Mingua Zhang on several studies related to wildlife interactions with agriculture and patterns of fertilizer and pesticide residues in groundwater across a large landscape.

Lead Scientist, 1996-1999, National Endangered Species Network. Informed academic scientists and environmental activists about emerging issues regarding the Endangered Species Act and other environmental laws. Testified at public hearings on endangered species issues.

Ecologist, 1997-1998, Western Foundation of Vertebrate Zoology. Conducted field research to determine the impact of past mercury mining on the status of California red-legged frogs in Santa Clara County, California.

Senior Systems Ecologist, 1994-1995, EIP Associates, Sacramento, California. Provided consulting services in environmental planning, and quantitative assessment of land units for their conservation and restoration opportunities based on ecological resource requirements of 29 special-status species. Developed ecological indicators for prioritizing areas within Yolo County

to receive mitigation funds for habitat easements and restoration.

Post-Graduate Researcher, 1990-1994, Department of Agronomy and Range Science, *U.C. Davis*. Under Dr. Shu Geng's mentorship, studied landscape and management effects on temporal and spatial patterns of abundance among pocket gophers and species of Falconiformes and Carnivora in the Sacramento Valley. Managed and analyzed a data base of energy use in California agriculture. Assisted with landscape (GIS) study of groundwater contamination across Tulare County, California.

Work experience in graduate school: Co-taught Conservation Biology with Dr. Christine Schonewald, 1991 & 1993, UC Davis Graduate Group in Ecology; Reader for Dr. Richard Coss's course on Psychobiology in 1990, UC Davis Department of Psychology; Research Assistant to Dr. Walter E. Howard, 1988-1990, UC Davis Department of Wildlife and Fisheries Biology, testing durable baits for pocket gopher management in forest clearcuts; Research Assistant to Dr. Terrell P. Salmon, 1987-1988, UC Wildlife Extension, Department of Wildlife and Fisheries Biology, developing empirical models of mammal and bird invasions in North America, and a rating system for priority research and control of exotic species based on economic, environmental and human health hazards in California. Student Assistant to Dr. E. Lee Fitzhugh, 1985-1987, UC Cooperative Extension, Department of Wildlife and Fisheries Biology, developing and implementing statewide mountain lion track count for long-term monitoring.

Fulbright Research Fellow, Indonesia, 1988. Tested use of new sampling methods for numerical monitoring of Sumatran tiger and six other species of endemic felids, and evaluated methods used by other researchers.

Projects

Repowering wind energy projects through careful siting of new wind turbines using map-based collision hazard models to minimize impacts to volant wildlife. Funded by wind companies (principally NextEra Renewable Energy, Inc.), California Energy Commission and East Bay Regional Park District, I have collaborated with a GIS analyst and managed a crew of five field biologists performing golden eagle behavior surveys and nocturnal surveys on bats and owls. The goal is to quantify flight patterns for development of predictive models to more carefully site new wind turbines in repowering projects. Focused behavior surveys began May 2012 and continue. Collision hazard models have been prepared for seven wind projects, three of which were built. Planning for additional repowering projects is underway.

Test avian safety of new mixer-ejector wind turbine (MEWT). Designed and implemented a before-after, control-impact experimental design to test the avian safety of a new, shrouded wind turbine developed by Ogin Inc. (formerly known as FloDesign Wind Turbine Corporation). Supported by a \$718,000 grant from the California Energy Commission's Public Interest Energy Research program and a 20% match share contribution from Ogin, I managed a crew of seven field biologists who performed periodic fatality searches and behavior surveys, carcass detection trials, nocturnal behavior surveys using a thermal camera, and spatial analyses with the collaboration of a GIS analyst. Field work began 1 April 2012 and ended 30 March 2015 without Ogin installing its MEWTs, but we still achieved multiple important scientific advances.

Reduce avian mortality due to wind turbines at Altamont Pass. Studied wildlife impacts caused by 5,400 wind turbines at the world's most notorious wind resource area. Studied how impacts are perceived by monitoring and how they are affected by terrain, wind patterns, food resources, range management practices, wind turbine operations, seasonal patterns, population cycles, infrastructure management such as electric distribution, animal behavior and social interactions.

Reduce avian mortality on electric distribution poles. Directed research toward reducing bird electrocutions on electric distribution poles, 2000-2007. Oversaw 5 founts of fatality searches at 10,000 poles from Orange County to Glenn County, California, and produced two large reports.

Cook *et al.* v. Rockwell International *et al.*, No. 90-K-181 (D. Colorado). Provided expert testimony on the role of burrowing animals in affecting the fate of buried and surface-deposited radioactive and hazardous chemical wastes at the Rocky Flats Plant, Colorado. Provided expert reports based on four site visits and an extensive document review of burrowing animals. Conducted transect surveys for evidence of burrowing animals and other wildlife on and around waste facilities. Discovered substantial intrusion of waste structures by burrowing animals. I testified in federal court in November 2005, and my clients were subsequently awarded a \$553,000,000 judgment by a jury. After appeals the award was increased to two billion dollars.

Hanford Nuclear Reservation Litigation. Provided expert testimony on the role of burrowing animals in affecting the fate of buried radioactive wastes at the Hanford Nuclear Reservation, Washington. Provided three expert reports based on three site visits and extensive document review. Predicted and verified a certain population density of pocket gophers on buried waste structures, as well as incidence of radionuclide contamination in body tissue. Conducted transect surveys for evidence of burrowing animals and other wildlife on and around waste facilities. Discovered substantial intrusion of waste structures by burrowing animals.

Expert testimony and declarations on proposed residential and commercial developments, gas-fired power plants, wind, solar and geothermal projects, water transfers and water transfer delivery systems, endangered species recovery plans, Habitat Conservation Plans and Natural Communities Conservation Programs. Testified before multiple government agencies, Tribunals, Boards of Supervisors and City Councils, and participated with press conferences and depositions. Prepared expert witness reports and court declarations, which are summarized under Reports (below).

Protocol-level surveys for special-status species. Used California Department of Fish and Wildlife and US Fish and Wildlife Service protocols to search for California red-legged frog, California tiger salamander, arroyo southwestern toad, blunt-nosed leopard lizard, western pond turtle, giant kangaroo rat, San Joaquin kangaroo rat, San Joaquin kit fox, western burrowing owl, Swainson's hawk, Valley elderberry longhorn beetle and other special-status species.

Conservation of San Joaquin kangaroo rat. Performed research to identify factors responsible for the decline of this endangered species at Lemoore Naval Air Station, 2000-2013, and implemented habitat enhancements designed to reverse the trend and expand the population.

Impact of West Nile Virus on yellow-billed magpies. Funded by Sacramento-Yolo Mosquito and Vector Control District, 2005-2008, compared survey results pre- and post-West Nile Virus epidemic for multiple bird species in the Sacramento Valley, particularly on yellow-billed magpie and American crow due to susceptibility to WNV.

Workshops on HCPs. Assisted Dr. Michael Morrison with organizing and conducting a 2-day workshop on Habitat Conservation Plans, sponsored by Southern California Edison, and another 1-day workshop sponsored by PG&E. These Workshops were attended by academics, attorneys, and consultants with HCP experience. We guest-edited a Proceedings published in Environmental Management.

Mapping of biological resources along Highways 101, 46 and 41. Used GPS and GIS to delineate vegetation complexes and locations of special-status species along 26 miles of highway in San Luis Obispo County, 14 miles of highway and roadway in Monterey County, and in a large area north of Fresno, including within reclaimed gravel mining pits.

GPS mapping and monitoring at restoration sites and at Caltrans mitigation sites. Monitored the success of elderberry shrubs at one location, the success of willows at another location, and the response of wildlife to the succession of vegetation at both sites. Also used GPS to monitor the response of fossorial animals to yellow star-thistle eradication and natural grassland restoration efforts at Bear Valley in Colusa County and at the decommissioned Mather Air Force Base in Sacramento County.

Mercury effects on Red-legged Frog. Assisted Dr. Michael Morrison and US Fish and Wildlife Service in assessing the possible impacts of historical mercury mining on the federally listed California red-legged frog in Santa Clara County. Also measured habitat variables in streams.

Opposition to proposed No Surprises rule. Wrote a white paper and summary letter explaining scientific grounds for opposing the incidental take permit (ITP) rules providing ITP applicants and holders with general assurances they will be free of compliance with the Endangered Species Act once they adhere to the terms of a “properly functioning HCP.” Submitted 188 signatures of scientists and environmental professionals concerned about No Surprises rule US Fish and Wildlife Service, National Marine Fisheries Service, all US Senators.

Natomas Basin Habitat Conservation Plan alternative. Designed narrow channel marsh to increase the likelihood of survival and recovery in the wild of giant garter snake, Swainson’s hawk and Valley Elderberry Longhorn Beetle. The design included replication and interspersions of treatments for experimental testing of critical habitat elements. I provided a report to Northern Territories, Inc.

Assessments of agricultural production system and environmental technology transfer to China. Twice visited China and interviewed scientists, industrialists, agriculturalists, and the Directors of the Chinese Environmental Protection Agency and the Department of Agriculture to assess the need and possible pathways for environmental clean-up technologies and trade opportunities between the US and China.

Yolo County Habitat Conservation Plan. Conducted landscape ecology study of Yolo County to spatially prioritize allocation of mitigation efforts to improve ecosystem functionality within the County from the perspective of 29 special-status species of wildlife and plants. Used a hierarchically structured indicators approach to apply principles of landscape and ecosystem ecology, conservation biology, and local values in rating land units. Derived GIS maps to help guide the conservation area design, and then developed implementation strategies.

Mountain lion track count. Developed and conducted a carnivore monitoring program throughout California since 1985. Species counted include mountain lion, bobcat, black bear, coyote, red and gray fox, raccoon, striped skunk, badger, and black-tailed deer. Vegetation and land use are also monitored. Track survey transect was established on dusty, dirt roads within randomly selected quadrats.

Sumatran tiger and other felids. Upon award of Fulbright Research Fellowship, I designed and initiated track counts for seven species of wild cats in Sumatra, including Sumatran tiger, fishing cat, and golden cat. Spent four months on Sumatra and Java in 1988, and learned Bahasa Indonesia, the official Indonesian language.

Wildlife in agriculture. Beginning as post-graduate research, I studied pocket gophers and other wildlife in 40 alfalfa fields throughout the Sacramento Valley, and I surveyed for wildlife along a 200 mile road transect since 1989 with a hiatus of 1996-2004. The data are analyzed using GIS and methods from landscape ecology, and the results published and presented orally to farming groups in California and elsewhere. I also conducted the first study of wildlife in cover crops used on vineyards and orchards.

Agricultural energy use and Tulare County groundwater study. Developed and analyzed a data base of energy use in California agriculture, and collaborated on a landscape (GIS) study of groundwater contamination across Tulare County, California.

Pocket gopher damage in forest clear-cuts. Developed gopher sampling methods and tested various poison baits and baiting regimes in the largest-ever field study of pocket gopher management in forest plantations, involving 68 research plots in 55 clear-cuts among 6 National Forests in northern California.

Risk assessment of exotic species in North America. Developed empirical models of mammal and bird species invasions in North America, as well as a rating system for assigning priority research and control to exotic species in California, based on economic, environmental, and human health hazards.

Peer Reviewed Publications

Smallwood, K. S. 2022. Utility-scale solar impacts to volant wildlife. *Journal of Wildlife Management*: e22216. <https://doi.org/10.1002/jwmg.22216>

Smallwood, K. S., and N. L. Smallwood. 2021. Breeding Density and Collision Mortality of Loggerhead Shrike (*Lanius ludovicianus*) in the Altamont Pass Wind Resource Area. *Diversity* 13, 540. <https://doi.org/10.3390/d13110540>.

Smallwood, K. S. 2020. USA wind energy-caused bat fatalities increase with shorter fatality search intervals. *Diversity* 12(98); <https://doi.org/10.3390/d12030098>

Smallwood, K. S., D. A. Bell, and S. Standish. 2020. Dogs detect larger wind energy impacts on bats and birds. *Journal of Wildlife Management* 84:852-864. DOI: 10.1002/jwmg.21863.

Smallwood, K. S., and D. A. Bell. 2020. Relating bat passage rates to wind turbine fatalities.

- Diversity 12(84); doi:10.3390/d12020084.
- Smallwood, K. S., and D. A. Bell. 2020. Effects of wind turbine curtailment on bird and bat fatalities. *Journal of Wildlife Management* 84:684-696. DOI: 10.1002/jwmg.21844
- Kitano, M., M. Ino, K. S. Smallwood, and S. Shiraki. 2020. Seasonal difference in carcass persistence rates at wind farms with snow, Hokkaido, Japan. *Ornithological Science* 19: 63 – 71.
- Smallwood, K. S. and M. L. Morrison. 2018. Nest-site selection in a high-density colony of burrowing owls. *Journal of Raptor Research* 52:454-470.
- Smallwood, K. S., D. A. Bell, E. L. Walther, E. Leyvas, S. Standish, J. Mount, B. Karas. 2018. Estimating wind turbine fatalities using integrated detection trials. *Journal of Wildlife Management* 82:1169-1184.
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- May, R., Gill, A. B., Köppel, J. Langston, R. H.W., Reichenbach, M., Scheidat, M., Smallwood, S., Voigt, C. C., Hüppop, O., and Portman, M. 2017. Future research directions to reconcile wind turbine–wildlife interactions. Pages 255-276 in Köppel, J., Editor, *Wind Energy and Wildlife Impacts: Proceedings from the CWW2015 Conference*. Springer. Cham, Switzerland.
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- Smallwood, K. S., L. Neher, and D. A. Bell. 2017. Turbine siting for raptors: an example from Repowering of the Altamont Pass Wind Resource Area. M. Perrow, Ed., *Wildlife and Wind Farms - Conflicts and Solutions*, Volume 2. Pelagic Publishing, Exeter, United Kingdom. www.bit.ly/2v3cR9Q
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- Sadar, M. J., D. S.-M. Guzman, A. Mete, J. Foley, N. Stephenson, K. H. Rogers, C. Grosset, K. S. Smallwood, J. Shipman, A. Wells, S. D. White, D. A. Bell, and M. G. Hawkins. 2015. Mange Caused by a novel *Micnemidocoptes* mite in a Golden Eagle (*Aquila chrysaetos*). *Journal of Avian Medicine and Surgery* 29(3):231-237.
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VIA E-MAIL

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Re: Appeal of Addendum to the 2010 IS/MND for Blue Oaks Commerce Center
(NIPA PCL 56 – Blue Oaks Commerce Center; File #PL22-0101)
Roseville City Council Hearing; January 18, 2023, Agenda Item 10.1

Dear Mayor Bernasconi and Members of the City Council:

Buchalter represents Schnitzer Properties, the project applicant (“Applicant”) for the Blue Oaks Commerce Center, File Number 22-0101. Blue Oaks Commerce Center consists of the development of four industrial buildings totaling approximately 310,000 square feet (“Project”), located on two parcels totaling 23.94 acres at 2200, 2301, and 2201 Freedom Way (“Property” or “Project Site”) in the City of Roseville (“City”). On September 22, 2022, the Roseville Planning Commission adopted an addendum (“Addendum”) to a previously adopted Initial Study/Mitigated Negative Declaration (“IS/MND”) and approved a Major Project Permit Stage 1 Modification and Major Project Permit Stage 2 Modification for the Project.

On September 30, 2022, Lozeau Drury, LLP, on behalf of Laborers International Union of North America, Local Union 185 (“LIUNA” or “Appellant”), appealed the Roseville Planning Commission’s approval of the Project (“Appeal”). Buchalter addressed LIUNA’s Appeal in our letter dated October 20, 2022 attached hereto as **Attachment A** and incorporated by this reference. In its Appeal, LIUNA questioned the City’s adoption of the Addendum and the approval of the Project for the first time contending that there were different unspecified mitigation measures compared to those identified in the original 2010 IS/MND that would supposedly reduce significant cumulative air quality impacts. LIUNA also suggested the Project’s increased size compared to the original 2010 Project required major revisions to the IS/MND without any evidence. LIUNA subsequently submitted two additional letters to the City Council on December

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5 (the “December 5 Letter”) and on December 7, 2022 (the “December 7 Letter”) reiterating its same concerns.

The purpose of this letter is to address the unsubstantiated claims that LIUNA alleged in its December 5 and December 7 Letters, and to demonstrate that substantial evidence supports the City’s adoption of the IS/MND and Addendum in accordance with the California Environmental Quality Act (Pub. Res. Code §§ 21000 *et seq.*; 14 Cal. Code Regs. §§ 15000 *et seq.*). For the reasons discussed further below, we respectfully request that the City Council find that the LIUNA appeal is without merit and reject the Appeal based on the finding that the Project approval and adoption of the Addendum are supported by substantial evidence and comply with CEQA.

Substantial evidence does not support the Appeal’s assertions that the Project may result in significant environmental impacts warranting further CEQA review.

Legal Standards

As I noted in my October 20, 2022 letter, CEQA permits a lead agency to prepare an addendum to a negative declaration “if only minor technical changes or additions are necessary or none of the conditions described in Section 15162 [of the CEQA Guidelines]” have occurred. (14 Cal. Code Regs. (the “CEQA Guidelines”), § 15164(b).) Those conditions described in CEQA Guidelines Section 15162 generally provide that: (i) no substantial changes are proposed in the project or with how it is undertaken, requiring major revisions to the CEQA document; or (ii) that new information of substantial importance has arisen, showing that the project will result in significant environmental impacts or more severe impacts. (CEQA Guidelines, § 15162.)

In order to trigger a subsequent IS/MND when a lead agency previously adopted an IS/MND or certified an EIR for the initial project, CEQA requires that new information be of substantial importance, and show: A) one or more significant effects not previously examined in the IS/MND, B) significant effects previously examined will be substantially more severe, C) mitigation measures previously found to be infeasible would be feasible, or D) mitigation measures or alternatives considerably different from those previously studied would substantially reduce one or more significant effects on the environment, and those mitigation measures were declined by the project. (*Id.*, § 15162(a)(3).) The lead agency shall prepare an addendum to the IS/MND if none of the conditions described above have occurred. (*Id.*, § 15164(b).) That is not the case here.

To demonstrate that the City erred in preparing the Addendum and should have instead prepared a subsequent MND, the Appellant must provide substantial evidence demonstrating that substantial changes to the project and/or its circumstances or new information occurred in accordance with CEQA Guidelines Section 15162. Substantial evidence is defined as “enough relevant information and reasonable inferences from this information that a fair argument can be

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made to support a conclusion, even though other conclusions might also be reached.” (*Id.*, § 15384(a).) “Argument, speculation, unsubstantiated opinion” is expressly excluded from substantial evidence. (*Id.*) Substantial evidence includes “facts, reasonable assumptions predicated upon facts, and expert opinion supported by facts.” (*Id.*, § 15384(b).)

The Appellant makes several unsubstantiated claims that a subsequent IS/MND is required for the Project, because: (1) the City allegedly failed to investigate the increased size of the Project; and (2) that the Project will purportedly result in significant impacts to air quality, energy use, greenhouse gas emissions, and biological resources. For the reasons detailed below, LIUNA’s unsubstantiated claims do not warrant preparation of a subsequent MND. LIUNA’s latest letters raise the same issues without any evidence, and the Appellant failed to meet its burden of proof.

The Addendum incorporated the City’s General Plan Update EIR findings, which evaluated the environmental impacts of the proposed Project on this site.

LIUNA made sweeping unfounded claims that the City had a duty to conduct additional analysis for the original warehouse/industrial project that was previously subject to the adopted IS/MND. The Addendum clearly explained that the IS/MND, which was attached to the Addendum, evaluated the environmental impacts associated with the development of the 575,505 square foot Blue Oaks Commerce Center. (Addendum, p. 3.) The Addendum also explained the changes to the Project over the years, which included eliminating retail uses, replacing industrial uses, and including office uses. Thus, this updated Project, including the 50,000 additional square feet of industrial uses, is merely a minor modification that fits within the original footprint of the Blue Oaks Commerce Center that was evaluated in the IS/MND as explained in the Addendum.

The City further explained that the Addendum relied upon the environmental analysis contained in the City’s 2035 General Plan Update EIR, the West Roseville Specific Plan, and the Subsequent EIR and the Roseville 2020 Transportation System Capital Improvements Program Update. (Addendum, pp. 6-7.) This is consistent with CEQA Guidelines Section 15168, which allows incorporation of a program EIR into a later project to evaluate the project’s impacts to “regional influences, secondary effects, cumulative impacts, broad alternatives, and other factors.” Thus, as explained below, the Addendum appropriately analyzed each of the environmental topics evaluated in the IS/MND and the City’s other applicable program EIRs and demonstrated that the Project would not trigger the need for subsequent environmental review pursuant to CEQA Guidelines Section 15162. Consistent with CEQA, the City has relied on two EIRs, the adopted IS/MND and the Addendum to document the environmental impacts of the Blue Oaks Commerce Center.

The Addendum and the IS/MND adequately analyzed air quality, energy, GHG, and purported impacts to human health.

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In its December 5 Letter, LIUNA claimed without providing any evidence that the Project would result in increased impacts to air quality, energy, greenhouse gas (“GHG”) emissions, and other human health impacts. The Addendum utilized the checklist provided in Appendix G of the CEQA Guidelines for determining whether a project will result in potentially significant impacts to the environment. LIUNA, however, ignores the extensive analysis contained in the Addendum’s “Air Quality” section. For example, the Addendum explained that the Project was evaluated in the City’s General Plan update and associated EIR, and that existing rules and regulations, such as those imposed by the Placer County Air Pollution Control District (“PCAPCD”) would reduce Project impacts. (Addendum, p. 13.) The Addendum further analyzed the change in impacts to reactive organic gases during construction which “remain[] consistent with the development scenarios outlined in the MND.” (Addendum, p. 14.) Finally, the Addendum concluded that permitting requirements under PCAPCD would subject the Project to mitigation measures which would reduce air quality impacts to a less than significant level. (Addendum, p.14.) The Addendum identified the mitigation measures detailed in the IS/MND which would be applicable to the Project addressed in the Addendum. (Addendum, pp. 14-15.) Thus, air quality impacts were adequately addressed in the Addendum.

With respect to energy use, the Addendum explained that the new CEQA requirement to evaluate energy impacts was not required at the time the City adopted the IS/MND. (Addendum, p. 21.) Nonetheless, the IS/MND evaluated the provision of utilities and services, including gas/ electric services based on the General Plan EIR, and included a discussion of EV charging stations and other energy efficient measures incorporated into the Project’s design (see e.g., IS/MND pp. 27-27). This further demonstrates that the CEQA documents prepared for the Project took into consideration information that was known with the exercise of reasonable diligence at the time the IS/MND was adopted, and that the analysis did not indicate the Project would result in a significant energy impact. Given the Project’s consistency with the assumed development for industrial uses under both the City’s General Plan and the Amoruso Ranch Specific Plan, the Project, even with the 50,000 square foot increase remains “consistent with the current citywide assessment of energy demand, and . . . would not result in substantial unplanned demands, nor would it result in inefficient, wasteful, or unnecessary consumption of energy.” This is consistent with the level of analysis advised by Appendix G of the CEQA Guidelines, and it is consistent with CEQA’s requirements for the analysis of subsequent changes to an approved Project. For these reasons, no additional CEQA analysis is warranted.

LIUNA made an unsubstantiated assumption that the Project will result in an increase in GHG emissions which would warrant additional CEQA analysis. However, at the time that the IS/ MND was prepared in 2010, the CEQA Guidelines did not provide thresholds of significance for determining the impacts of GHG emissions. Section 15064.4 of the CEQA Guidelines, which provides such thresholds, became operative on March 18, 2010. The IS/MND was published in April 2010, but the City embarked on the CEQA review process well before the publication date

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and operation of Section 15064.4. Amendments to the CEQA Guidelines apply prospectively only and new requirements “will apply to steps in the CEQA process not yet undertaken by the date when agencies must comply with the amendments.” (CEQA Guidelines, § 15007(b).) If a document meets the requirements applicable to the project, “the document shall not need to be revised to conform to any new content requirements in guideline amendments taking effect before the document is finally approved.” (*Id.*, § 15007(c).) Even though new GHG thresholds of significance were later adopted, the 2010 IS/MND evaluated the Project’s potential GHG effects based on the information that was known at that time. The IS/MND evaluated the Project’s incremental contribution to cumulative GHG impacts and identified potential measures to reduce the Project’s contribution as explained on pages 25 and 26 of the 2010 IS/MND. Thus, the City complied with CEQA and there is no evidence that subsequent environmental review was required to address impacts that were already addressed in the adopted IS/MND and Roseville General Plan Update EIR.

Moreover, the Addendum explained why no additional CEQA analysis is required simply because minor modifications are proposed to the project, when the project was approved prior to CEQA’s requirement of GHG analysis. (Addendum, pp. 23-24.) The court in *Citizens Against Airport Pollution v. City of San Jose* (2014) explained that, despite the subsequent addition of Section 15064.4 requiring GHG analysis, an addendum need not analyze such impacts. (*Citizens Against Airport Pollution v. City of San Jose* (2014) 227 Cal.App.4th 788, 806-08.) Additionally, because GHG environmental impacts have widely been known “since the 1970’s,” GHG impacts cannot constitute new information which would require additional CEQA review per Section 15162 of the CEQA Guidelines. (*Id.*, pp. 807-08.) Both the 2010 IS/MND and the Addendum explained this. Thus, no additional CEQA analysis of GHG emission impacts is required.

LIUNA claims in the December 5 Letter that the Project will have vague “human health impacts.” LIUNA provided no evidence to support this assertion. “Human health impacts” is not an environmental factor subject to CEQA review, or a factor contained in the CEQA review checklist. (See CEQA Guidelines, Appendix G.) While it could be possible for other hypothetical environmental impacts to affect human health (e.g. hazardous materials, air quality, etc.), both the Addendum and the adopted IS/MND concluded that the Project would not result in *any* significant environmental impacts, including the environmental effects indirectly related to human health impacts. Moreover, the Addendum explained why the proposed construction and operation of the industrial commerce center buildings would not result in the exposure of individuals to toxic and/or hazardous materials as the Project includes a Risk Management and Prevention Program for those uses that handle specified quantities of toxic and/or hazardous materials (see e.g., page 25 of the Addendum). Thus, the Project will not result in impacts that could adversely affect human health. LIUNA’s vague claim that the Project will result in “human health impacts” is unfounded.

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The mitigation measures included in the IS/MND mitigate the Project's air quality impacts to a less than significant level.

The Appellant further claims that, because California Attorney General has identified recommended mitigation measures for warehouse projects in recent years, this allegedly constitutes “new information of substantial importance” and that these mitigation measures are considerably different from those analyzed in the IS/MND, which would prohibit use of an Addendum. Section 15162(a)(3) of the CEQA Guidelines, which Appellant cites, requires these new mitigation measures to be “considerably different” than those previously analyzed in order to warrant preparation of a subsequent MND.

LIUNA's assertion, however, fails to consider the air quality mitigation measures that were adopted as part of the IS/MND, and supported the City's prior determination that the Project would result in a less than significant environmental impact with mitigation incorporated. (IS/MND, pp. 8-9.) The Project is required to comply with Mitigation Measures AQ#1 and AQ#2 which, among other things, imposes specified NO_x, particle emission reduction measures, and the use of low sulfur fuel for all diesel-powered equipment. (Addendum, pp. 14-16.) Further, these mitigation measures require compliance with all current PCAPCD rules and regulations and also require special permits for processes that discharge 2 pounds per day or more of air contaminants. (*Id.*) Some of the PCAPCD regulations achieve the same goals as those identified in the Attorney General's suggested mitigation measures, such as by limiting particulate matter emissions and limiting the emission of specific contaminants. (*See* PCAPCD [Rules and Regulations](#).)

Section 15162(a)(3)(D) of the CEQA Guidelines imposes this “considerably different” requirement on new mitigation measures before a subsequent negative declaration be prepared. The Attorney General's suggested mitigation measures simply are not “considerably different” from the mitigation measures imposed on the Project and recommended in the IS/MND and required by PCAPCD. Appellant's mere recitation of the Attorney General's mitigation measures does not qualify as the substantial evidence necessary to require a subsequent negative declaration. Finally, because the IS/MND explained how all of the Project air quality impacts have already been reduced to a less than significant level and the proposed modifications addressed in the Addendum would not result in a substantial increase in the severity of the previously identified significant air quality impacts, there is no reason to impose different measures from those previously adopted.

The Addendum and IS/MND adequately addressed the Project's impacts to biological resources, and the Project would not result in any new significant impacts.

In its December 5 Letter, Appellant summarizes the findings from a biologist's review of the Project which jumbles a transportation and biological impact analysis to misleadingly suggest

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that the Project will result in a certain number of wildlife roadway mortality incidents. This explanation, however, ignores the Addendum's summary of the biological resource impacts discussed in the IS/MND and the Addendum's reference and incorporation of two additional program EIRs prepared in 2020. CEQA requires later activities to be "examined in the light of the program EIR to determine whether an additional environmental document must be prepared." (CEQA Guidelines, § 15168(c).) Later activities found within the scope of the program EIR require no further environmental documents. (*Id.*, § 15168(c)(5).) Thus, a program EIR may be incorporated into a later project to evaluate the project's impacts to "regional influences, secondary effects, cumulative impacts, broad alternatives, and other factors." (*Id.*, § 15168(d)(2).)

Here, the City not only relied on the 2010 IS/MND analysis of biological resources, but it also incorporated by reference into the Addendum the General Plan 2035 EIR (SCH# 2019080418) and the City's 2020 Capital Improvements Program Update EIR (SCH# 2006062086)—both of which anticipated development of the Project site. (Addendum, p. 35.) The General Plan EIR evaluated and addressed impacts due to increases in vehicle miles travelled (VMT). (*See generally* General Plan 2035 EIR, pp. 4.3-6—12.) Thus, the Project's transportation impacts, including those caused by VMT, were adequately addressed. Further, the Addendum included an additional traffic analysis prepared by Fehr and Peers, reviewing the updated Project's trip generation impacts on adjacent roadways. (Addendum, Attachment 2.) With respect to roadway wildlife fatalities, the CEQA Guidelines do not recognize this as an environmental impact. (*See* CEQA Guidelines, Appendix G.) Accordingly, although an analysis of this impact is unwarranted, the project biologist visited the project site on December 15, 2022 and confirmed that few bird species were observed on roads surrounding the project site, and the site is surrounded by urban development with marginal habitat. No federally or state listed bird species were observed on the property. Habitat present on-site offers marginal foraging habitat for raptors as there is a lack of small mammal burrows secondary to site compaction and no raptors were observed during the field visit. Thus, there is no evidence to support the Appellant's biologist's contention that the Project traffic associated with a 50,000 square foot increase in development area would result in 669 roadway wildlife fatalities due to additional traffic (traffic that was previously accounted for in the General Plan Update EIR).

LIUNA also claims that the Project could result in impacts to more special status species than those that were evaluated in the IS/MND. However, Appellant's biologist only states that the site "could attract" certain species and there is a "potential" for such species to be located on the site. Appellant's biologist provides no evidence of any special status species existing on the Project site. Without such evidence, Appellant's argument is merely speculation or unsubstantiated opinion, which CEQA expressly excludes from substantial evidence. (CEQA Guidelines, § 15384(a).)

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The Applicant retained a biologist with Adema Environmental to visit the Project site on December 15, 2022. After a thorough evaluation of original project documents, species data from multiple sources, and a site visit conducted by principal biologist Carol Adema to document present day site conditions, Ms. Adema concluded that no new or significantly increased impacts to biological resources would occur with project construction on the Project site. As such, no additional mitigation measures beyond those identified in the adopted IS/MND will be necessary.

As she explains in her letter attached hereto as **Attachment B** and incorporated by this reference, the present day, post-grading and habitat elimination from prior grading activities demonstrates that no wetland or vernal pool features or habitat occupy the project site. Therefore, no new species with potential to occur within the site have been listed, no critical habitat has been designated that may be affected by the proposed project, and no project description changes that would change a level of potential effect were identified. Ms. Adema's letter confirms that there is no suitable habitat present on the project site.

With respect to wetlands, waters of the U.S. and waters of the State, a wetland delineation was conducted for the entire original project area in 2005 and finalized in 2006 identifying 2.028 acres of aquatic features representing jurisdictional WOUS at that time. The feature types were comprised of 9 vernal pool features (0.708 ac), 44 seasonal wetland features (0.687 ac), 7 seasonal swale features (0.246 ac), 3 seasonal marsh features (0.139 ac), and 2 intermittent drainage features (0.248 ac). (**Attachment A in Attachment B: Figure 3 - Original Wetland Delineation Map**). All features were permanently impacted as a result of site grading which occurred in 2014 through 2017. Present day site conditions indicate no wetland features have re-established within the project area. Therefore, the only "aquatic" features on-site are the man-made stormwater treatment swales that lie along the western border of the property, which will not be impacted by project work and are not jurisdictional. Thus, as documented in the Addendum and further confirmed in **Attachment B**, the Project would not result in any new significant or substantially greater impacts to biological resources that would warrant further environmental review.

The Addendum determined that the Project would not result in any air quality impacts.

In its December 7 Letter, Appellant erroneously claims that the Project's air quality analysis was deficient because the Addendum did not include a CalEEMod file that was relied upon as part of the General Plan 2035's environmental analysis. As explained previously, the Addendum incorporated the analysis contained in the General Plan 2035 EIR, consistent with Section 15168(d)(2) of the CEQA Guidelines. That EIR evaluated over 2,300 acres of industrial uses across the City, including on the Project site. (General Plan 2035 EIR, p. 2-30.) This analysis included an assumption of over 370,000 square feet of development capacity with buildout of the General Plan update. Thus, the Project's impacts, including the 50,000 square foot addition, were

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adequately analyzed in the General Plan Update EIR, which the Addendum relies upon, and there was no basis to require another air quality analysis or further CEQA review. (Addendum, p. 6.)

Conclusion

The Applicant team appreciates the City's thorough and comprehensive analysis of the Project's environmental impacts in the Blue Oaks Commerce Center IS/MND and Addendum. As we have extensively demonstrated, the Project does not constitute substantial changes from what was analyzed in the IS/MND, and the Project will not result in new significant environmental effects or a substantial increase in the severity of previously identified effects. Accordingly, the Addendum complies with CEQA. We respectfully request that the City reject the LIUNA Appeal and uphold the Planning Commission's adoption of the Addendum and Project approval.

Regards,

BUCHALTER
A Professional Corporation



By

Alicia Guerra

AG:nj

cc: Carmen Avalos, City Clerk
Joseph Speaker
Greg Bitter
Derek Ogden
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ATTACHMENT A



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Re: File Number PL 22-0101; Blue Oaks Commerce Center

Dear Joe:

I am writing on behalf of my client, Schnitzer Properties, project applicant (“Applicant”) for Blue Oaks Commerce Center, File Number 22-0101. Blue Oaks Commerce Center consists of the development of four industrial buildings totaling approximately 310,000 square feet (“Project”), located on two parcels totaling 23.94 acres at 2200, 2301, and 2201 Freedom Way (“Property” or “Project Site”) in the City of Roseville (“City”). On September 22, 2022, the Roseville Planning Commission adopted an addendum (“Addendum”) to a previously adopted Initial Study/Mitigated Negative Declaration (“IS/MND”) and approved a Major Project Permit Stage 1 Modification and Major Project Permit Stage 2 Modification for the Project.

Lozeau Drury, LLP, on behalf of Laborers International Union of North America, Local Union 185 (“LIUNA” or “Appellant”), filed an appeal challenging the Planning Commission’s approval of the Project (“Appeal”). LIUNA never submitted any comments on the IS/MND in 2011, nor did it submit any comments before or at the Planning Commission meeting on the Project. LIUNA first questioned the City’s adoption of the Addendum and the approval of the Project for the first time in its generic Appeal contending that there were different unspecified mitigation measures compared to those identified in the IS/MND that would reduce significant cumulative air quality impacts. LIUNA also suggested the Project’s increased size required major revisions to the IS/MND under the California Environmental Quality Act (“CEQA”) without any evidence.

The purpose of this letter is to address LIUNA’s unsubstantiated assertions, and explain that contrary to LIUNA’s assertions, substantial evidence supports the City’s reliance on the buchalter.com

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IS/MND and Addendum. For the reasons discussed further below, we respectfully request that the City Council find that the LIUNA appeal is without merit and should be rejected, based on the finding that the Project approval and adoption of the Addendum are supported by substantial evidence and comply with CEQA.

The Appeal Does Not Provide Substantial Evidence that the Project May Result in Significant Impact(s) on the Environment

Legal Standards for Addendum and Substantial Evidence

When an IS/MND has been prepared and adopted, no further environmental analysis is required unless there are substantial changes to the project and/or the circumstances in which it is being undertaken which require major revisions to the earlier analysis, or new information becomes available at the time of the next discretionary action which was not or could not have been known at the time of the earlier analysis. (Public Resources Code (PRC) § 21166.) The CEQA Guidelines further define substantial changes to the project and/or its circumstances as changes that result in “new significant environmental effects or a substantial increase in the severity of previously identified significant effects.” (14 CCR § 15162(a).) To trigger an MND, CEQA requires that new information be of substantial importance, and show: A) one or more significant effects not previously examined in the IS/MND, B) significant effects previously examined will be substantially more severe, C) mitigation measures previously found to be infeasible would be feasible, or D) mitigation measures or alternatives considerably different from those previously studied would substantially reduce one or more significant effects on the environment, and those mitigation measures were declined by the project. (14 CCR § 15162(a)(3).) The City shall prepare an addendum to the IS/MND if none of the conditions described above have occurred. (14 CCR § 15164(b).)

To demonstrate that the City erred in preparing the Addendum and should have instead prepared a subsequent MND, the Appellant must provide substantial evidence demonstrating substantial changes to the project and/or its circumstances or new information, as defined above by 14 CCR § 15162. Substantial evidence is defined as “enough relevant information and reasonable inferences from this information that a fair argument can be made to support a conclusion, even though other conclusions might also be reached.” (14 CCR § 15384(a).) “Argument, speculation, unsubstantiated opinion” is expressly excluded from substantial evidence. (*Id.*) Substantial evidence includes “facts, reasonable assumptions predicated upon facts, and expert opinion supported by facts.” (14 CCR § 15384(b).)

LIUNA’s Appeal contends that the City should require a subsequent MND for the Project because: 1) new unspecified air quality mitigation measures for distribution centers and warehouses exist which are more robust than those identified in the IS/MND, and 2) because the

project is larger, it results in greater emissions and energy usage that would require further environmental review. LIUNA does not provide any substantial evidence to support either of these arguments, while the analysis provided in the Addendum and the entirety of the record provide substantial evidence that a subsequent MND is not required.

Air Quality Mitigation Measures

As noted above, new information of substantial importance includes mitigation measures which are considerably different from those previously analyzed which would substantially reduce significant effect(s) on the environment but are declined by the project proponents. (14 CCR § 15162(a)(3)(D).) The Appellant asserts that new air quality mitigation measures exist specific to distribution centers and warehouses, but does not identify these measures. Without providing any applicable mitigation measures that purportedly exist (let alone any technical documentation demonstrating that such measures would actually reduce the Project's potential air quality impacts beyond the Project's existing mitigation measures and regulatory compliance), LIUNA is merely speculating that other mitigation measures exist. Under CEQA, such speculation does not constitute substantial evidence.

Even if there were other measures, that alone does not trigger the requirement for subsequent environmental review. If a commenter requests that other mitigation measures be adopted, the CEQA Guidelines require the Project to “decline to adopt the [new] mitigation measure” in order to trigger the preparation of a revised and recirculated IS/MND. (14 CCR § 15162(a)(3).) Even if the Appellant could demonstrate that a new, more effective mitigation measure has been identified, which it has not done, there is no evidence in the Addendum or elsewhere in the record that the Project has declined any new mitigation measures. The Project has accepted and agreed to implement all mitigation measures identified in the IS/MND. Thus, there is no basis to require recirculation of the IS/MND.

By contrast, the Addendum, the IS/MND and the Project technical studies prepared as part of the IS/MND provide extensive analysis demonstrating 1) potential air quality impacts were previously analyzed in the IS/MND which identified mitigation measures to address those potential impacts and mitigate them to a less than significant level; and 2) those mitigation measures are still applicable and were incorporated into the Project. (Addendum, pages 13-16.) The Addendum further incorporates information from the City's 2035 General Plan Update (“GPU”) the GPU Environmental Impact Report (“EIR”) that the City certified in August 2020.¹

¹ Though the EIR found that impacts would be reduced through compliance with PCAPCD and GPU policies, implementation of the GPU would result in a significant unavoidable environmental impact by generating emissions in excess of PCAPCD significance thresholds. The City adopted a statement of overriding considerations when it adopted the GPU. (Addendum, page 13.)

The Addendum states that the Project would be consistent with the GPU, and would comply with Placer County Air Pollution Control District (PCAPCD) and GPU policies, regulations, and permitting requirements. The analysis included in the Addendum concludes that 1) the Project “remains consistent with development scenarios outlined in the MND,” 2) any changes to the Project would not result in new or substantially more severe impacts, and 3) implementation of the air quality mitigation measures identified in the IS/MND would result in less than significant impacts. (Addendum, page 14.) Accordingly, the Addendum is based on substantial evidence and found that the Project does not constitute a substantial change from that analyzed in the IS/MND. Moreover, the City concluded that the adopted IS/MND air quality mitigation measures continue to ensure that the Project would not result in a significant impact. There is no new significant air quality impact, nor is there a substantial increase in the severity of prior identified air quality impacts warranting further environmental review. For this reason, the City Council should reject the LIUNA Appeal.

The Project Does Not Result in Changes that would result in New Significant Impacts or in a Substantial Increase in the Severity of a Prior Impact Warranting Major Revisions to the IS/MND.

The Appellant’s second argument is that because the Project is larger and may result in greater emissions and energy usage, that this alone means that the Project warrants major revisions in the prior IS/MND triggering a subsequent MND. This claim misstates CEQA’s requirements. CEQA defines substantial changes to the Project warranting major revisions to a prior MND as changes causing the involvement of “new significant environmental effects or a substantial increase in the severity of previously identified significant effects.” (14 CCR § 15162(a).) In other words, just because there is a change to the Project, that change may not trigger the need for a major revision to the prior IS/MND.

The Project Addendum extensively analyzes air quality and traffic impacts in support of the conclusion that changes to the Project (even if the size of the buildings have increased) would not result in new or substantially more severe environmental impacts. The Addendum also properly addresses energy usage, noting that the IS/MND was not required to analyze energy effects of the Project because the industrial use was consistent with the existing General Plan’s land use designation, and therefore development with industrial uses, and their associated energy usage, was already anticipated as future development under the existing General Plan for that location. The Addendum further explains that the Project is consistent with subsequent General Plan Update, including citywide assessments of energy demand associated with those changes. As the Project would not result in substantial unplanned demands or in inefficient, wasteful, or unnecessary consumption of energy, energy impacts would be less than significant, and thus would not constitute a substantial change to the Project warranting a major revision to the adopted IS/MND. LIUNA did not provide any evidence to the contrary. For that reason, the City Council

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should reject the LIUNA Appeal on the basis that there is no evidence that the IS/MND required further revision and recirculation. The City fully evaluated all significant impacts in the IS/MND and concluded that the proposed Project would not result in any new significant or substantially more severe air quality, traffic (including truck traffic) and energy impacts.

Conclusion

We appreciate the City's thorough and comprehensive analysis of the Project's environmental impacts in the Blue Oaks Commerce Center IS/MND and Addendum. As we have demonstrated, the Project and its circumstances do not constitute substantial changes, since they do not result in new significant environmental effects or a substantial increase in the severity of previously identified effects. Accordingly, the Addendum is appropriate and there is no basis for the City to require a subsequent MND. We respectfully request that the City reject the LIUNA Appeal and uphold the Planning Commission's adoption of the Addendum and Project approval.

Please let us know if you have any questions regarding our responses to LIUNA's letter.

Regards,

BUCHALTER
A Professional Corporation

A handwritten signature in blue ink, appearing to read 'Alicia Guerra', with a long horizontal line extending to the right.

By Alicia Guerra
Shareholder

AG:eg

cc: Greg Bitter
Derek Ogden
Escarlet Mar
Ryan Schera
Wes Raborn

ATTACHMENT B



Biological Resources Letter Report

Blue Oaks Commerce Center - 2200 Freedom Way

December 2022

SUMMARY

Schnitzer Properties (Owner) is proposing to complete development of the 575,505 square foot Blue Oaks Commerce Center office, industrial and retail complex (project). The City of Roseville approved the Blue Oaks Commerce Center in 2010. The Owner constructed the first project building in 2015/2016. The Owner proposes to modify the Project to complete the development of four buildings totaling approximately 310,000 square feet. Project activities would occur within Sections 21 & 22, Township 11N, Range 06E, within the Roseville USGS 7.5' Quad, Placer County Assessor's Parcel Number (APN) 017-123-090. (**Attachment A: Figure 1 – Location Map**)

Original project activities were evaluated and approved under an Initial Study/Mitigated Declaration (IS/MND). The IS/MND identified three biological Mitigation Measures (MMs) to mitigate potential project impacts. The mitigation measures generally included the requirement to obtain regulatory permits for habitat elimination, issuance of a grading permit and coverage under the CA Construction General Permit (CGP), and pre-construction presence/absence species surveys prior to construction.

After a thorough evaluation of original project documents, species data from multiple sources, and a site visit conducted by principal biologist Carol Adema to document present day site conditions; the Project biologist concluded that no new or significantly increased environmental impacts would occur secondary to the re-initiation of project activities. As such, no additional MMs beyond those identified in the original project IS/MND will be necessary, though the timing windows mentioned in MM BIO#3 have been updated to reflect present day standards, as discussed in the Conclusions and Recommendations Section.

PROJECT HISTORY & DESCRIPTION

The City of Roseville circulated the IS/MND for public review on April 29, 2010 (SCH# 2010042089), closing for comment on May 29, 2010. Project activities commenced in September 2014 with initial site preparation and grading, including the removal of naturally occurring aquatic features within the entirety of the site, removal of a portion of roadway located on the northwest corner of the project area, installation of stormwater treatment swales along the western border of the property, and concluding in 2017 with the construction of a Federal Bureau of Investigation campus on the southeast corner of the property.

As required by the MMs, the Owner obtained regulatory permits from the U.S. Army Corps of Engineers (USACE), the U.S. Fish & Wildlife Service (USFWS), the CA Regional Water Quality Control Board (RWQCB) (for both Clean Water Act (CWA) and CGP), and the CA Department of Fish and Wildlife. Mitigation credits were then purchased, as stipulated by agency permits. (**Appendix A: Regulatory Permits and Proof of**

Mitigation Purchase) Prior to re-initiation of ground disturbing activities during the migratory bird breeding season, a pre-construction survey was conducted by a qualified biologist with negative findings. **(Appendix B: Pre-construction Survey Report)**

Initial grading and compaction of the undeveloped portion of the site eliminated all 2.028 acres of naturally occurring on-site aquatic features and resulted in the installation of stormwater treatment swales along the western border of the property.

The proposed project will allow the development of four industrial buildings totaling approximately 310,000 square feet in size with associated parking, lighting, and landscaping.

PROJECT SPECIFIC IS/MND BIOLOGICAL MITIGATION MEASURES

- **MITIGATION MEASURE BIO#1:** *Prior to the issuance of a grading permit or approval of improvement plans and prior to the filling of any potential wetlands or waters of the US as identified in the wetland delineation, the applicant shall obtain appropriate permits from the US Army Corps (anticipated to be an Individual Permit). Additionally, a Clean Water Act Section 401 permit shall be obtained from the Central Valley Regional Water Quality Control Board (CVRWQCB) to ensure the proposed discharge complies with all State water quality requirements. Additionally, a Fish and Game Section 1601 permit shall be obtained for streambed alterations that are regulated by Fish & Game. The project shall implement the mitigation requirements of these permits to ensure no net loss of wetlands/waters of the US.*
- **MITIGATION MEASURE BIO#2:** *Prior to grading and excavation activities on-site, the developer shall obtain a grading permit to ensure that the project is in compliance with the City's (Roseville) best management practices for water quality control and the Storm Water Pollution Prevention Plan (SWPPP).*
- **MITIGATION MEASURE BIO#3:** *A qualified biologist shall perform pre-construction surveys for nesting birds and raptors at least 30 days in advance of construction if construction is planned during January to July. If the survey does not identify any special-status birds or raptors species, no further mitigation is required. If nesting is found to be occurring, avoid disturbance of the nest site with a suitable buffer zone. The on-site biologist shall consult with the California Department of Fish & Game to determine the size of the no-disturbance buffer (typically between 150 to 200 feet). Additionally, if Swainson's hawk are found to be using the site in any capacity, off-site mitigation would be required at a ratio deemed suitable by the CDFG.*

METHODS

On December 15, 2022, principal biologist Carol Adema conducted a survey for biological and aquatic resources present on-site within the Biological Survey Area (BSA). The nearly 26-acre BSA was created by buffering the project area a distance sufficient to analyze project impacts on adjacent resources (approximately 250-500 feet). The survey took place from approximately 1200-1600; conditions were cold and sunny with temperatures ranging from the mid- to upper-50's with a very slight north breeze. The results of the site survey and data analysis are provided and discussed on pages 4-9 of this letter report.

Prior to conducting the surveys, past environmental survey reports, maps and documents, existing databases, topographic maps, soil reports, and multiple years of aerial imagery of the BSA were reviewed, and areas of potential habitat noted. Additionally, after conducting the surveys, agency special-status species lists were reviewed, considering existing conditions observed within the BSA both during the season surveyed as well as all other times of year.

Ms. Wallen obtained lists of special-status habitats and/or species potentially occurring in the vicinity of the BSA from the USFWS Information for Planning and Consultation (IPac) as well as the USFWS National Wetlands Inventory (NWI). Additionally, a 5-mile project buffer was applied to execute a search of the CDFW California Natural Diversity Database (CNDDDB), while a 9-quadrant search (Sheridan, Pleasant Grove, Lincoln, Gold Hill, Rocklin, Citrus Heights, Roseville, Rio Linda, and Folsom) was utilized to query the California Native Plant Society's (CNPS) Online Rare and Endangered Plant Inventory. The agency lists are provided as **Appendix C: Supporting Agency Species Lists**. A map of CNDDDB occurrences within 5 miles of the project area may be found as **Attachment A: Figure 2 - CNDDDB Map**.

Ms. Wallen conducted a biological survey of the project area and surrounding habitat to examine the site for potentially sensitive biological resources. Survey methodology involved traversing meandering transects through the project area and surrounding habitat where accessible. The surveys were general in nature and were conducted to determine the presence/absence of special-status species and/or habitats within the BSA and to determine if these resources would be impacted by proposed project activities. After reviewing the original wetland delineation map, areas which had been identified as aquatic habitat prior to site alteration were specifically inspected and evaluated to ensure past features had reestablished. (**Attachment A: Figure 3 – Original Wetland Delineation Map**) A list of species encountered during the survey is included as **Attachment B: Observed Species List** and are discussed in the "Results" section.

Following the field survey, the "potential for occurrence" was determined based on the quality and types of habitats observed on-site. This discussion may be found in the "Results" Section. For plants, assuming suitable habitat is on-site, potential for occurrence is considered during the appropriate flowering period. For birds and bats, the potential for occurrence is considered during the appropriate timeframes when these species breed, forage, roost, over-winter, or stop-over in the BSA during migration. Any bird or bat species could fly over the BSA; however, this is not considered a potential for occurrence as it would not result in any impact. The categories for the potential for occurrence include:

- **None:** The species or natural community is not known to occur and has no potential to occur in the BSA based on sufficient surveys, the lack of suitable habitat (including soil, vegetation, connectivity, etc.), and/or the BSA is well outside of the known distribution of the species.
- **Low:** Potential habitat in the BSA is sub-marginal and the species is not known to occur in the vicinity of the BSA. Protocol-level surveys are not recommended.
- **Moderate:** Suitable habitat is present in the BSA and the species is known to occur in the vicinity of the BSA.
- **High:** Habitat in the BSA is highly suitable for the species and there are reliable records close to the BSA, but the species was not observed.
- **Known:** The species or natural community was detected in the BSA or a recent reliable record exists for the BSA.

EXISTING SITE CONDITIONS

The proposed project area is characterized as vacant, undeveloped land in the southwestern portion of the City of Roseville. The project area is located on the southeast corner of Blue Oaks Blvd. and Industrial Ave. and is bisected by Freedom Way; all observed to have consistent traffic moving quickly during the time of survey. The project area is bordered to the south by an industrial complex and to the east by an office complex and undeveloped field. There is also a rail line located immediately to the west of the site.

There are four man-made vegetated stormwater receiving swales located along the western border of the project area. These areas appear to be in the process of establishing some riparian vegetation, as designed, to treat site runoff water. Additionally, the swale areas are lined with an erosion control fabric that allows root establishment but prevents rodent burrows. As such, no burrows were observed within the stormwater swale areas.

The topography within the project area is characterized as nearly flat, with a gently sloped landscape south and north toward Freedom Way then heading west toward the stormwater receiving swale systems.

Secondary to site grading, habitat elimination, and compaction, no wetland features occupy the project site. Additionally, no small mammal burrows or residual soil/spoil mounds were observed anywhere within the site boundaries.

California habitat types are described in the California Wildlife Habitat Relationships (CWHR) system based on classifications created by Mayer and Laudenslayer (1988). The CWHR system was designed to aid in the mapping of habitats utilized by California's commonly occurring birds, mammals, reptiles, and amphibians. Aside from the created stormwater drainage swale areas, a single habitat type is present within the project area: Annual Grassland, which is described in further detail below. Representative site photos may be found in **Attachment C: Site Photos**.

Annual Grassland:

Annual Grassland habitat occurs throughout the entire project area. It is comprised mostly of sparse non-native annual grasses and herbaceous plant species; likely due to drought conditions combined with the compacted nature of the on-site soil post-grading. Annual grassland habitats can be found throughout California and are found on flat plains to gently rolling foothills. Annual grasslands are described as open grasslands composed primarily of annual plant species and often consist of a variety of introduced invasive species. Species composition is strongly influenced by abiotic factors and compositional changes fluctuate seasonally due to the phenology of plants found within an area. Species commonly found within annual grasslands include wild oats (*Avena fatua*), ripgut brome (*Bromis diandrus*), red brome (*Bromus madritensis*), soft chess (*Bromus hordeaceus*), wild barely (*Hordeum spp.*), foxtail fescue (*Vulpia myuros*), filaree (*Erodium spp.*), and various clovers (*Trifolium spp.*) among others.

A number of wildlife species may use annual grasslands for breeding and foraging if the habitat is suitable.

RESULTS

A table analyzing the potential for presence of a special-status species identified by resources agencies within the project area can be found in **Attachment D: Special Status Species Table**. As stated before, a list of species observed during the survey may be found in **Attachment C: Observed Species List**. Only

species with a known or historical presence on-site, that are state or federally listed, or with a moderate or high potential to occur on-site are analyzed below as part of the Results Section.

The following narrative focuses on a combination of site observations as well as the species identified in agency lists and their potential to occur within the project area. Species and habitat which originally occurred within the project area have been accounted and mitigated for as part of the original Project permitting effort. The IS/MND included applicable MMs that address special-status migratory bird species with potential to occur within the project area. There are no critical habitats within the project area.

Sensitive Natural Communities

No sensitive natural communities (SNCs) were determined to occur within the BSA. Prior to alteration, the project site hosted vernal pool, wetland, intermittent drainage, and marsh areas. However, grading of the site in 2014 successfully eliminated these features, in accordance with applicable regulatory permits. **(Appendix A - Regulatory Permits)** Additionally, though listed as having once occurred within 5 miles of the project area in the CNDDDB list, the site does not contain Alkali SNCs, nor is it adjacent to any Alkali sources/influences.

Secondary to site grading, habitat elimination, and compaction, the site has not re-established any wetland features or any other type of SNC.

Plants

The USFWS IPac listed no potential for federally listed plants within the project area, however, the CNPS list does include Sacramento orcutt grass.

Prior to site alteration, special status plant surveys were conducted on May 15 and June 26, 2006 with negative results for listed species. The December 2022 site visit, though not during the flowering window, shows the site to be inundated with the skeletal remains of invasive species such as medusahead (*Elymus caput-medusae*) and star thistle (*Centaurea solstitialis*). Other species observed on-site included common tarweed (*Hemizonia pungens*) and hairy hawkbit (*Leontodon saxatilis*). No wetland plant species were detected within the project area.

The USFWS evaluated the site for occurrence potential for Sacramento orcutt grass (*Orcuttia viscida*) and slender orcutt grass (*Orcuttia tenuis*). **(Appendix A5: USFWS Concurrence)** On March 18, 2008 the USFWS concluded that,

“The Special-Status Plant Survey did not identify either species occurring on the site, and the Service has determined that the survey was done adequately to demonstrate absence of these species. Therefore, the Service concurs that the proposed project as proposed is not likely to adversely affect the Sacramento orcutt grass and slender orcutt grass.”

The present day, post-grading and habitat elimination yields site conditions consisting of no wetland or vernal pool features. Therefore, in accordance with the USFWS, as no new information has revealed effects of the proposed action that may affect listed species in a manner or to an extent not considered, no new species with potential to occur within the site have been listed, no critical habitat has been designated that may be affected by the proposed project. There are no project description changes that would change a level of potential effect on biological resources. No further action pursuant to the Endangered Species Act is necessary. Similar to the federal ESA, with no habitat or individuals occurring historically and with habitat elimination in 2014 with present day-maintenance, there is no potential for

state-listed endangered or threatened species to occur on-site, and as such coverage under Section 2080 or 2081 of CESA is not warranted.

Invertebrates

Five federally listed invertebrates were found on the official USFWS IPac list: Monarch butterfly (*Danaus plexippus*) [Candidate], valley elderberry longhorn beetle (VELB) (*Desmocerus californicus dimorphus*) [Threatened], conservancy fairy shrimp (*Branchinecta conservatio*) [Endangered], vernal pool fairy shrimp (*Branchinecta lynchi*) [Threatened], and vernal pool tadpole shrimp (*Lepidurus packardii*) [Endangered], collectively, vernal pool crustaceans.

- **Monarch butterfly:** The Monarch overwinters in the coastal CA region and may pass through the region during migrations. The Monarch relies heavily on milkweed and flowering species during migration and breeding. While the site may have provided some flowering plants prior to wetland feature elimination, in its currently maintained state, there is no potential habitat for breeding or foraging monarchs.
- **Valley Elderberry Longhorn Beetle:** The VELB is found exclusively in blue elderberry (*Sambucus nigra* spp. *caerulea*) shrubs in California's Central Valley where the species utilizes the shrubs for all life stages. Females will lay eggs on the bark of the shrub where they hatch and the larvae will bore into a stem where it will live for one to two years, feeding on the pith. After developing, an adult beetle will exit the stem and emerge to seek a mate. The adults are not particularly strong fliers and do not appear to disperse very far.

There are no elderberry shrubs present within the BSA, nor within a distance of work to be impacted. The nearest occurrence of VELB occurrence to the project area is approximately 3.8 miles to the west in the foothill canyon areas. Both historically and in its currently maintained state, there is no potential habitat for VELB in any life stage and therefore no potential for impact.

- **Vernal Pool Crustaceans:** Vernal pool fairy shrimp, vernal pool tadpole shrimp, and conservation fairy shrimp are federally listed and as their name suggests, are dependent upon vernal pool environments.

According to a March 18, 2008 USFWS Letter (**Appendix A5 – USFWS Concurrence**),

“Service guideline-level wet season surveys were completed during the 2005-2006 and 2006-2007 seasons to determine the status of the vernal pool crustaceans on the project site. The Service has determined that, based on the methods and results outlined in the 90-day reports, the surveys were performed adequately and the conditions on the site were appropriate to demonstrate absence of these species on the project site. Therefore, the Service concurs that the proposed project as proposed is not likely to adversely affect the vernal pool crustaceans.”

The above pre-construction USFWS designation combined with post-site alteration conditions that yield no vernal features on-site, confirm there is no potential for vernal pool crustaceans within the project area. Furthermore, now that all vernal features have been removed, there is no potential for vernal pool crustaceans within the site.

Fish

The only federally listed fish species found on the official USFWS list is delta smelt (*Hypomesus transpacificus*). Central Valley steelhead (*Oncorhynchus mykiss*) is found on the CDFW CNDDDB list. Delta

smelt are confined to the Delta region of CA in estuary habitats. Central valley steelhead are found on the Sacramento River and its tributaries, favoring cold and clean water for holding and spawning.

An original feature on-site was an intermittent drainage, but it was incapable of supporting Central valley steelhead. Present day conditions, where the intermittent drainage has been converted to man-made stormwater treatment swales, has further eliminated this area as potential habitat for the lone federally listed species found on the agency lists. Therefore, there is no potential for the species to be affected by the proposed project.

Reptiles and Amphibians

No federally listed species were found on the official USFWS IPac list. One special-status species was returned by the CNDDDB search: the western spadefoot toad (WST) (*Spea hammondi*).

The WST is a relatively small, smooth skinned toad, with white and orange tipped turbercles on its back, and distinctive vertical pupils. It is named for the sharp-edged “spades” on its hind feet utilized for digging. The species occupies grassland, sage scrub, and woodland habitats from Tehama County to Baja. The species is dependent on ephemeral pools or slow-moving water courses that are predator free for breeding. Larval development can be rapid (approximately 30 days) if vernal pools are drying.

There are no vernal features or ephemeral waters found within the project area suitable to support the WST. Additionally, compacted soil would be difficult if not impossible for the WST to dig in, as noted by the absence of small mammal burrows post-grading and compaction. Therefore, the site does not provide suitable WST habitat.

Birds

No federally listed bird species were identified in the IPaC database search though it identified several listed as Birds of Conservation Concern (BCC) which are addressed in **Attachment D**. According to The USFWS, “Although the bird taxa included in the BCC 2021 are priorities for conservation action, this list makes no finding with regard to whether they warrant consideration for ESA listing.” (USFWS, 2021)

A search of CDFW’s CNDDDB identified occurrences of three state-listed threatened species: the CA black rail (CBRA) (*Laterallus jamaicensis coturniculus*), the tricolored blackbird (TRBL) (*Agelaius tricolor*), and the Swainson’s Hawk (SWHA) (*Buteo swainsoni*).

- **CA Black Rail:** The CBRA is known to inhabit saltwater, brackish, and freshwater marshes. In California, the San Francisco Bay/Delta region has all three types of marshes. Vegetation of CBRA marshes varies from almost pure pickleweed (*Salicornia sp.*) to sedges (*Carex sp.*) and saltgrass (*Distichlis sp.*) to bulrush (*Scirpus sp.*) and cattails (*Typha sp.*). In San Francisco Bay marshes the presence of the CBRA is associated with relatively high values for vegetation height, *Frankenia* (alkali-heath) abundance, and insect abundance, but with low values of amphipod abundance (Evens et al. 1986).

The lone occurrence of CBRA within 5 miles of the project area was a single adult male in 2006 located 4.9 miles west of the project area adjacent to Clover creek. Based on the lack of suitable foraging or breeding habitat combined with a lack of known occurrences adjacent to the site, project activities would not result in impacts to the CBRA.

- **Tricolored Blackbird:** Current TRBL species studies indicate that primary foraging habitats for TRBL during the breeding season include grasslands, low density shrublands (e.g., alkali scrub), pastures, dry seasonal pools, and certain agricultural crops including alfalfa and rice”. (CDFW, 2018) Tricolors will not settle without access to open water and dominant nest substrate species for TRBL include cattails, bulrushes, Himalaya blackberry, and agricultural silage. Although other plant species are used as nesting substrate, all are either flooded, spinous or otherwise defended against easy access by predators. Strips of emergent vegetation along canals are typically avoided as nest sites. If sites are hard for an observer to reach, the site it is relatively suitable. (Hamilton, 2004) Studies have also found that, “While breeding, most foraging occurs within 2–3 miles (3.2 - 4.8 km) of colony sites.” (Orians 1961, Hamilton et al. 1992)

Current site conditions do not support nesting or suitable foraging habitat and no suitable nesting habitat or open water exists within 3 miles of the project area. The nearest known occurrence of TRBL to the site is approximately 4 miles to the north. The fact that the site lacks suitable nesting or foraging habitat combined with the distance to the nearest known siting which has not been active since 2015 indicate there is no potential for TRBL, and therefore no potential for project impacts to TRBL.

- **Swainson’s Hawk:** SWHA breeding habitat includes annual grassland areas with scattered trees, large shrubs and is found peripheral to riparian areas. They will often feed in agricultural areas (Goodrich and Smith 2008, p. 120). Young are fed rodents, rabbits, and reptiles. However, when not breeding, adults feed almost exclusively on insects, primarily grasshoppers (Bechard et al. 2010). Areas they inhabit require at least small tracks of adjacent land containing lightly irrigated agricultural areas particularly with alfalfa and grass hay, or non-agricultural areas with low or moderate height vegetated areas (Wheeler 2003, p. 274).

Current site conditions are not conducive to breeding rodent populations and are not adjacent to agricultural areas. No rodents or other small mammals were observed during the site visit and no evidence of established populations (burrows) were noted on-site. This is likely due to soil compaction, which does not allow for burrowing or solid cover plant growth.

Due to a lack of suitable nesting trees or foraging habitat adjacent to or within the site, potential impacts to SWHA are unlikely.

Unlike the species listed above, the BSA may seasonally provide marginal foraging habitat for other avian species protected under the coverage offered by the MTBA. Although a few such species were observed during the survey (**Attachment C: Observed Species**), there was very little avian activity considering the time of day. This is likely due to consistent noise/disturbance from traffic and active railway to the west combined with the sparsely vegetated (and therefore highly exposed) nature of the site, which provides marginal to poor quality foraging habitat for smaller passerine species. This is likely due to the post-site compaction nature of the site which contributes to sparsely vegetated landscape, as seeds have a hard time taking in compacted soil on exposed areas. The site offers poor quality foraging habitat for raptors in general as well; likely due to the lack of small mammal burrows, secondary to site compaction. No raptors nor any prey sources for them (including roadkill) were observed during the field visit. No evidence of raptors utilizing the site for prey was detected (i.e. owl pellets, whitewash, down feathers, etc.).

Mammals

There were no special-status mammals found on any of the agency lists. Some that have potential to occur within the general region, but outside the 5-mile primarily consist of bat species such as hoary bat (*Lasiurus cinereus*), pallid bat (*Antrozous pallidus*), silver-haired bat (*Lasionycteris noctivangans*), western mastiff bat (*Eumops perotis*), and Yuma myotis (*Myotis yumanensis*).

There is no potential roosting habitat on-site and minimal potential roosting habitat located on properties adjacent to the project area for any of these species with the exception of building ledges as there are few trees, all of which are ornamental in nature, and no rocky cliffs found.

There is potential marginal to poor foraging habitat above the grassland within the BSA, however, it is of lower quality than the greater undeveloped areas to the north and wooded foothill areas to the east where a variety of habitats are present providing a more robust prey base.

Aquatic Resources

A wetland delineation was conducted for the entire original project area in 2005 and finalized in 2006 identifying 2.028 acres of aquatic features representing jurisdictional WOUS. The feature types were comprised of 9 vernal pool features (0.708 ac), 44 seasonal wetland features (0.687 ac), 7 seasonal swale features (0.246 ac), 3 seasonal marsh features (0.139 ac), and 2 intermittent drainage features (0.248 ac). **(Attachment A: Figure 3 - Original Wetland Delineation Map).**

All features were permanently removed as a result of site grading which occurred in 2014 through 2017. Present day site conditions indicate no wetland features have re-established within the project area. Only man-made stormwater treatment swales lie along the western border of the property, which will not be impacted by project work and are not jurisdictional.

CONCLUSIONS AND RECOMMENDATIONS

Present day recommendations from various regulatory agencies suggest that for the northern CA region, pre-construction avian surveys should be conducted during the typical migratory bird breeding season from February 1 through August 31 to ensure nesting activities are not disturbed by construction activities. Additionally, surveys should be conducted no more than two weeks in advance of commencement of construction and should be repeated if a lapse in construction of two weeks or greater occurs.

With adherence to the MMs from the original IS/MND including minor modifications to the timing of surveys; impacts to special status species would be eliminated, minimized, and sufficiently mitigated. Consequently, the proposed project would not result in any new significant biological resource impacts or in a substantial increase in the severity of the previously identified biological resource impacts described in the IS/MND. No additional mitigation measures are required.

Please feel free to contact me with any questions regarding this letter report via email at ademaenviro@gmail.com.

Carol Adema
Principal Biologist

Attachments

Attachment A: Figures

- *Figure 1 - Location Map (with Project and Biological Survey Areas)*
- *Figure 2 - CNDDDB Map*
- *Figure 3 - Original Wetland Delineation Map*

Attachment B: Observed Species List

Attachment C: Site Photo

Attachment D: Special Status Species Table

Appendices

Appendix A: Regulatory Permits and Proof of Mitigation Purchase

- *A1 - USACE Section 404 Individual Permit*
- *A2 - RWQCB Section 401 Water Quality Certification*
- *A3 - RWQCB CGP Notice of Intent*
- *A4 - CDFW Section 1602 Streambed Alteration Agreement*
- *A5 - USFWS Concurrence*
- *A6 - Proof of Mitigation Purchase*

Appendix B: Pre-construction Survey Report (ECORPS: March 19, 2015)

Appendix C: Supporting Agency Species Lists

- *C1 - USFWS IPac*
- *C2 - USFWS NWI Map*
- *C3 - CDFW CNDDDB 5-Mile Occurrence List*
- *C4 - CNPS 9-Quad Query Results*

REFERENCES

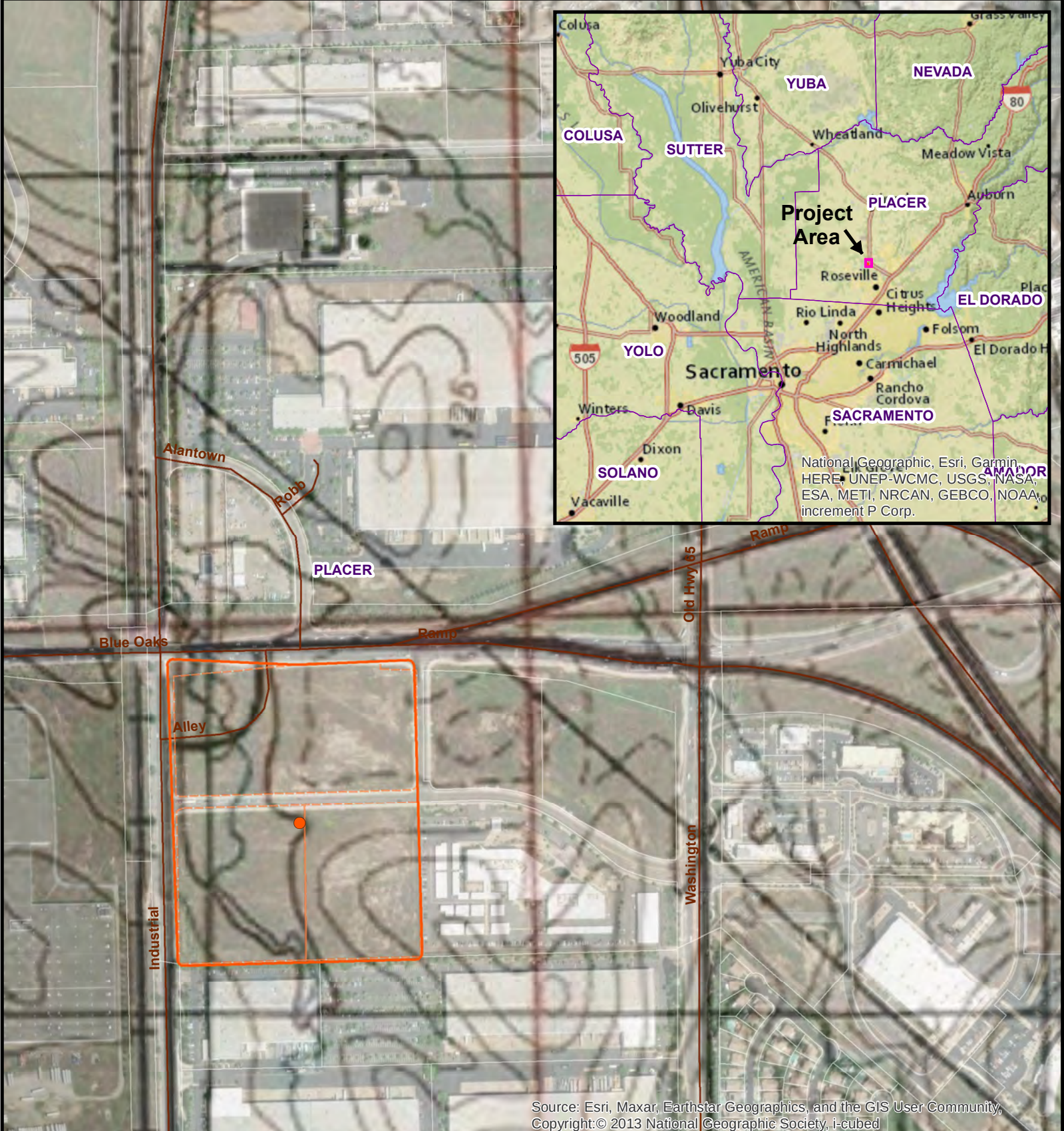
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ATTACHMENT A - FIGURES:

FIGURE 1 - BLUE OAKS COMMERCE CENTER LOCATION MAP

FIGURE 2 - BLUE OAKS COMMERCE CENTER CNDDDB MAP

FIGURE 3 - ORIGINAL WETLAND DELINEATION MAP

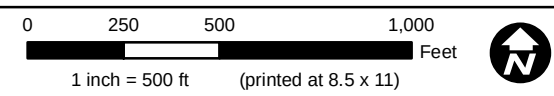


Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community,
Copyright:© 2013 National Geographic Society, i-cubed

Legend

- Project Center Point
- BOCC Project Parcels
- Biological Survey Area (BSA) (25.9 AC)
- Placer County Parcels
- Placer County Road Centerline
- CA Counties

Project Location Map with BSA



Imagery Sources: ESRI
- Maxar (4/26/2022)
- USGS Topo
Inset Imagery: ESRI
- National Geographic

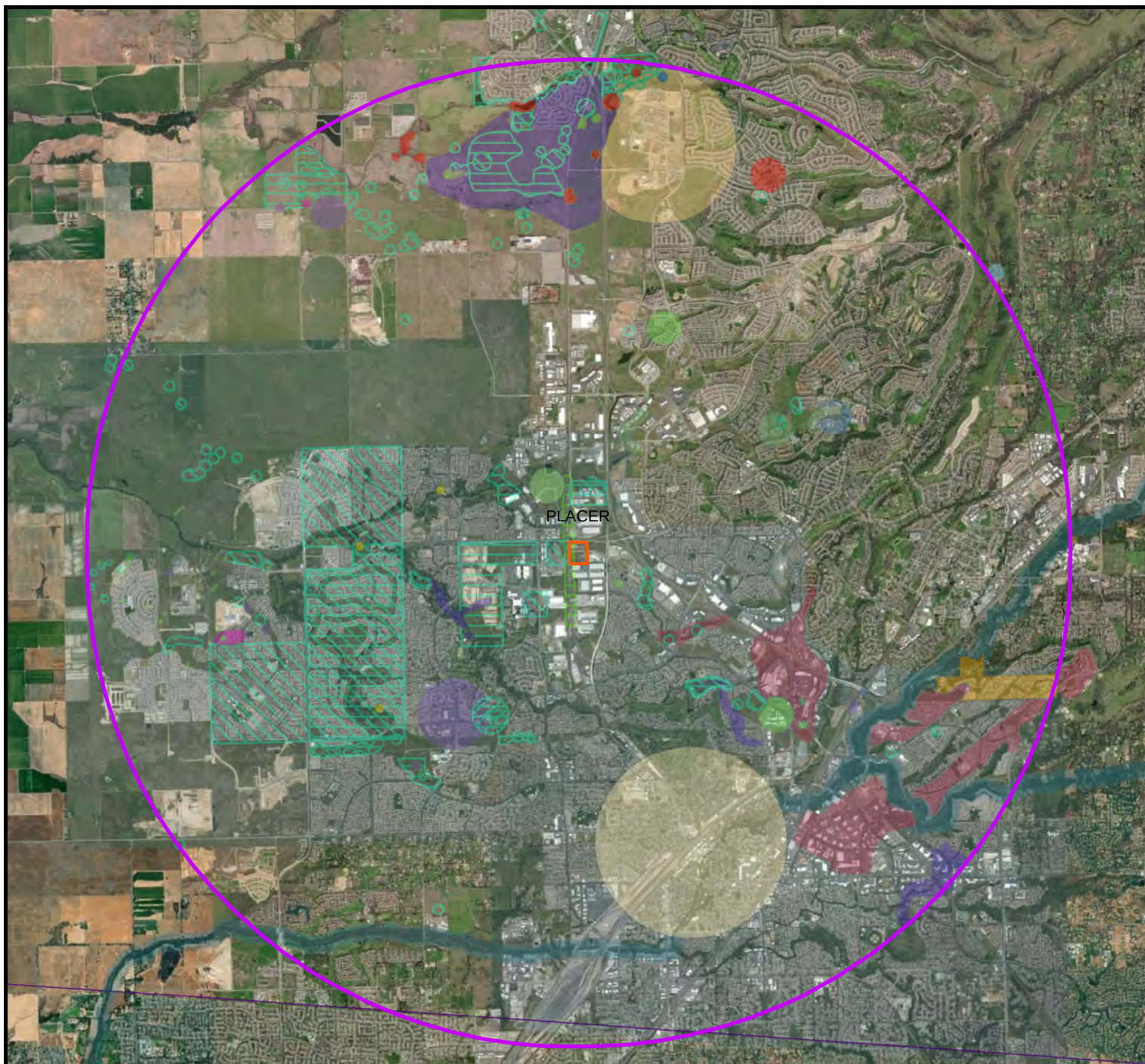
Within Sections 21 & 22,
Township 11N, Range 06E,
ROSEVILLE USGS 7.5' Quad
APN: 017-123-090

* All Parcel and boundary linework depicted are for general reference only and do not represent legal survey boundaries.



Blue Oaks Commerce Center
Schnitzer Properties
2200 Freedom Way
Roseville, Placer County, CA

Map Date: 12/16/2022 Drawn By: CJWA



Legend

Biological Survey

5-Mile Project Area Buffer

5-Mile CDFW CNDDB Selection

Common Name

Alkali Meadow

Alkali Seep

Northern Hardpan Vernal Pool

Northern Volcanic Mud Flow Vernal Pool

Boggs Lake hedge-hyssop

big-scale balsamroot

dwarf downingia

hispid salty bird's-beak

legenere

Red Bluff dwarf rush

Sanford's arrowhead

stinkbells

An andrenid bee

Ricksecker's water scavenger beetle

valley elderberry longhorn beetle

California linderiella

vernal pool fairy shrimp

vernal pool tadpole shrimp

western spadefoot

steelhead - Central Valley DPS

burrowing owl

California black rail

grasshopper sparrow

purple martin

Swainson's hawk

tricolored blackbird

white-tailed kite

Within Sections 21 & 22,
Township 11N, Range 06E,
ROSEVILLE USGS 7.5' Quad

Imagery/Data Sources:

ESRI, Maxar (4/26/2022)

CNDDB Data: CDFW (May 2021)



0 0.5 1 2 3

Miles

1 inch = 1.5 miles (printed at 8.5 x 11)

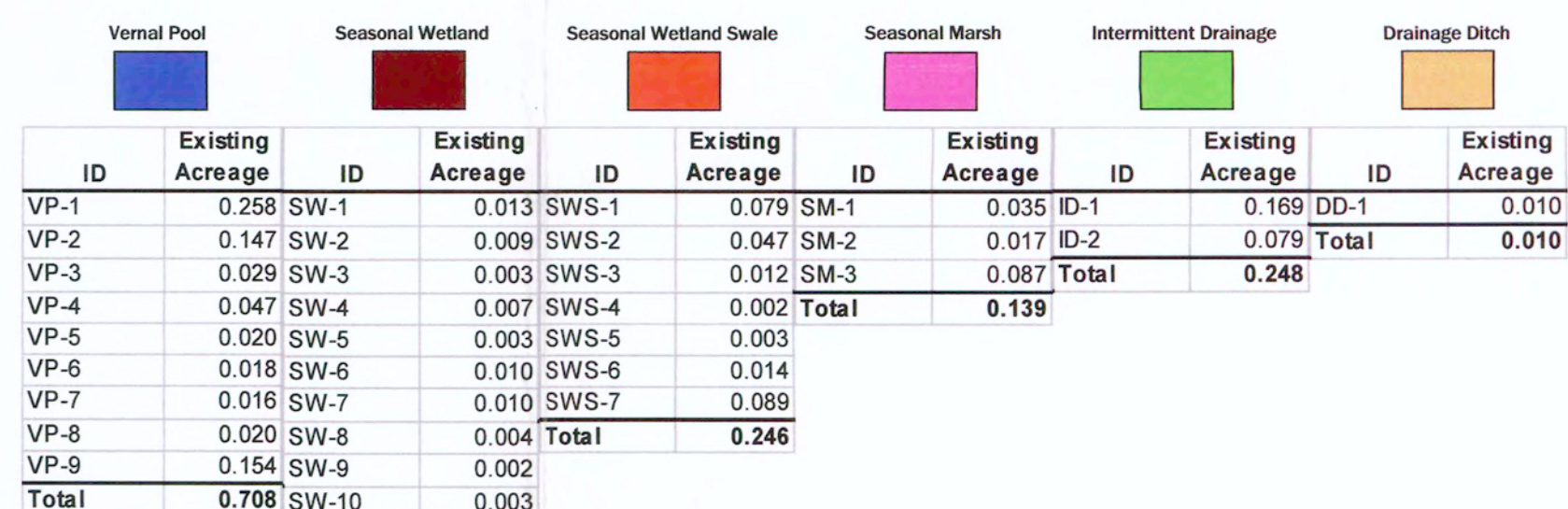
APN: 017-123-090

Map Date:
12/20/2022

Drawn By:
CJWA

CNDDB Occurences within 5 miles

Blue Oaks Commerce Center
Schnitzer Properties
- City of Roseville, Placer County, CA -



3 CRITERIA SAMPLE POINT	GPS COORDINATES LAT/LONG	
△ 01	38.792274/-	-121.307591
△ 03	38.792793/-	-121.307460
△ 05	38.793211/-	-121.306860
△ 07	38.793616/-	-121.307379
△ 09	38.795119/-	-121.306432
△ 11	38.794563/-	-121.304801
△ 15	38.792239/-	-121.304246
△ 17	38.793003/-	-121.300819

3 CRITERIA SAMPLE POINT	GPS COORDINATES LAT/LONG	
△ 02N 38.792223/-	-121.307467	
△ 04N 38.792674/-	-121.307318	
△ 06N 38.793224/-	-121.306740	
△ 08N 38.793675/-	-121.307519	
△ 10N 38.795015/-	-121.306285	
△ 12N 38.794537/-	-121.304615	
△ 13N 38.792821/-	-121.302813	
△ 14N 38.792276/-	-121.303191	
△ 16N 38.792254/-	-121.304372	
△ 18N 38.792958/-	-121.301018	

WATERS OF THE U.S. ACREAGE²

CLASSIFICATION	EXISTING ACREAGE
WETLANDS:	
Vernal Pool	0.708
Seasonal Wetland	0.687
Seasonal Wetland Swale	0.246
Seasonal Marsh	0.139
OTHER WATERS:	
Intermittent Drainage	0.248
Drainage Ditch	0.010
TOTAL:	2.038

NOTES

Gross project acreage: ± 50

Aerial photo source: PhotoMapper 2002

Topographic data source: Digitized from U.S.G.S. Quad

¹Boundary source:
The project boundary extents depicted on this graphic have been extracted from the GIS parcel database provided by the assessor of Sanramento County and have not been ground surveyed. North-West section adjusted to aerial. E.CORP holds no liability to the accuracy of the boundary and recommends a future formal property survey.

²This exhibit depicts information and data produced in strict accord with the U.S. Army Corps of Engineers wetland delineation methods described in the 1987 Corps of Engineers Wetland Delineation Manual and conforms to specifications per the Sacramento County District. However, wetland boundaries have not been legally surveyed and may be subject to minor adjustments if exact locations are required.

VICINITY MAP

USGS: Roseville, CA 7.5 Min. Quad

NRCS SOIL TYPES

141 Corneta-fiddymnt complex, 1 to 5 percent slopes

BLUE OAKS WASHINGTON

WETLAND DELINEATION²

² Subject to U.S. Army Corps of Engineer's verification

DATE: 28 MARCH 2005	REVISION DATE: 6/26/06	PROJECT NUMBER: 2005-420
CAD SPECIALIST: JH/KO	SCALE: 1"=100'	MAP NAME: BO-W-WD3.dwg

MAP LOCATION: X:\2005-078Blue Oaks Washington\WD

WETLAND VERIFICATION LETTER DATE:

ECORP Consulting, Inc.
ENVIRONMENTAL CONSULTANTS

Headquarters 2525 Warren Drive Rocklin, CA 95677 Ph: (916) 782-9100	Oakland Office 2100 Embarcadero, Ste. 202 Oakland, CA 94606 Ph: 510.434.0150	Santa Ana Office 1801 Park Court Place Bldg B, Ste. 103 Santa Ana, CA 92701 Ph: 714.648.0630	Redlands Office 412 East State St. Redlands, CA 92373 Ph: 909.307.0046
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ATTACHMENT B:

OBSERVED SPECIES LIST: 12/15/2022

Plants

common tarweed
hairy hawkbit
Medusa head
Yellow star thistle

Hemizonia pungens
Leontodon saxatilis
Elymus caput-medusae
Centaurea solstitialis

Birds

Ring-billed gull
Rock dove
Turkey vulture
Western kingbird
Wood Duck

Larus delawarensis
Columba livia
Carthartes aura
Tyrannus verticalis
Aix sponsa

ATTACHMENT C:

SITE PHOTOS



1

PHOTO 1: General overview of the property showing dry ground (no wetland features) within the BSA.
- Standing centrally on the east side of the northern portion of the project area facing north.

PHOTO 2: General overview of the property showing dry ground (no wetland features) within the BSA. FBI Campus visible in background.
- Standing centrally on the east side of the northern portion of the project area facing southeast.



2

PHOTO 3: General overview of the property showing dry ground (no wetland features) within the BSA.
- Standing centrally on the east side of the northern portion of the project area facing south.



3

PHOTO 3: General overview of the property showing dry ground (no wetland features) within the BSA.
- Standing centrally on the east side of the northern portion of the project area facing north.

PHOTO 4: Evidence of sediment deposition secondary of water moving across site (red arrow) toward drainage features; not ponding.



4



PHOTOS 5-6: General overview of the property showing dry ground (no wetland features) within the BSA.

PHOTO 7: Photo of stormwater treatment swale located along western edge of property just north of Freedom Way. Industrial way and rail line visible in background (red arrow)

-Standing centrally on the west side of the project area looking due south.



PHOTO 8: Photo of stormwater treatment swale located along western edge of property just north of Freedom Way. Blue Oaks Blvd. overpass visible in background (red arrow).

-Standing centrally on the west side of the project area looking due north.

PHOTO 9: General overview of the property showing dry ground (no wetland features) within the BSA. FBI Campus visible in background. Traffic visible in photo.

- Standing centrally in the northern portion of the project area facing southeast.

9



10



PHOTO 10: General overview of the property showing dry ground (no wetland features) within the BSA. Blue Oaks Blvd. with traffic visible in background.

- Standing centrally in the northern portion of the project area facing northwest.

11



12



PHOTOS 11-12: General overview of the property showing dry ground (no wetland features) within the BSA. Industrial campus to south of project area visible in background. Traffic visible in photo.

- Standing centrally in the southern portion of the project area facing southeast and south, respectively.

13



PHOTO 13: General overview of the adjacent property to the east of the project area, north of Freedom way and the FBI Campus. Area is not part of project area. Traffic visible in photo.

- Standing centrally in the northern portion of the project area facing southeast.

14



PHOTO 14: General overview of the property showing dry ground (no wetland features) within the BSA. Industrial campus to north of project area visible in background in addition to the Blue Oaks Blvd. overpass. Traffic visible in photo.

- Standing centrally in the southern portion of the project area facing north.

15



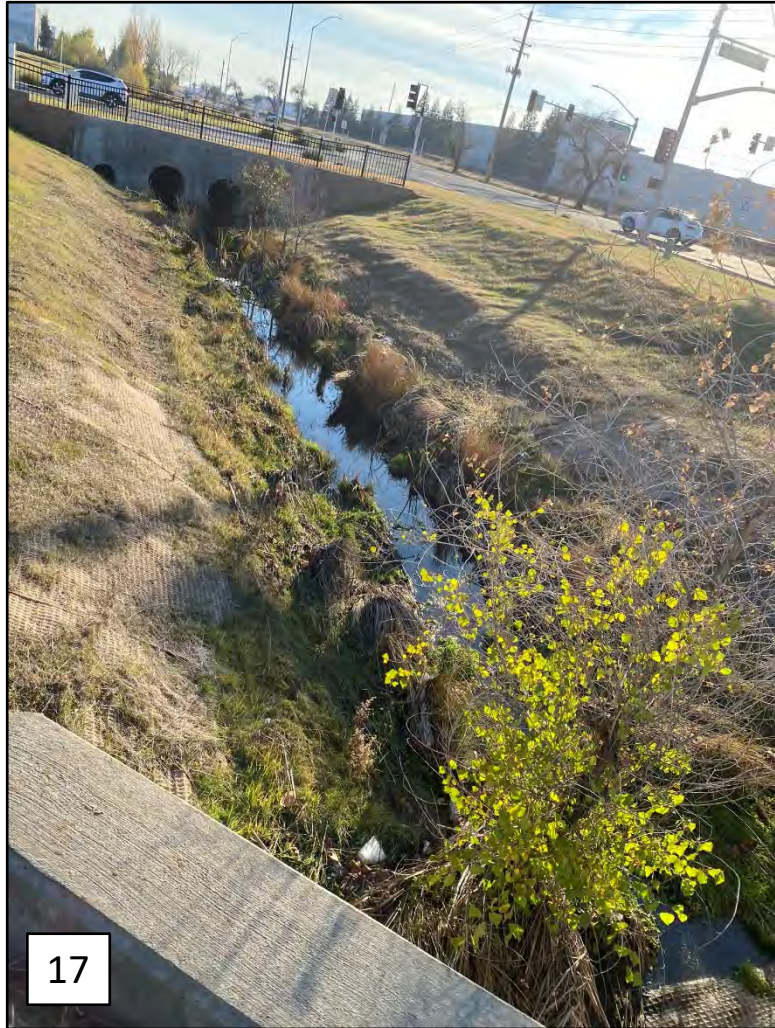
PHOTO 15: General overview of the property drainage ditch located along southern edge of northern portion of the project area. Ditch parallels Freedom way which lies immediately to the south. Traffic visible in photo.

- Standing along the southern edge of the northern portion of the project area facing east.

16



17



PHOTOS 16-18: Views of 3 stormwater treatment swales located along western edge of property: 18 just south of and 17 just north of Freedom Way. 16 is the southern most swale. Industrial Ave. and/or Freedom way visible in backgrounds as is traffic.

18

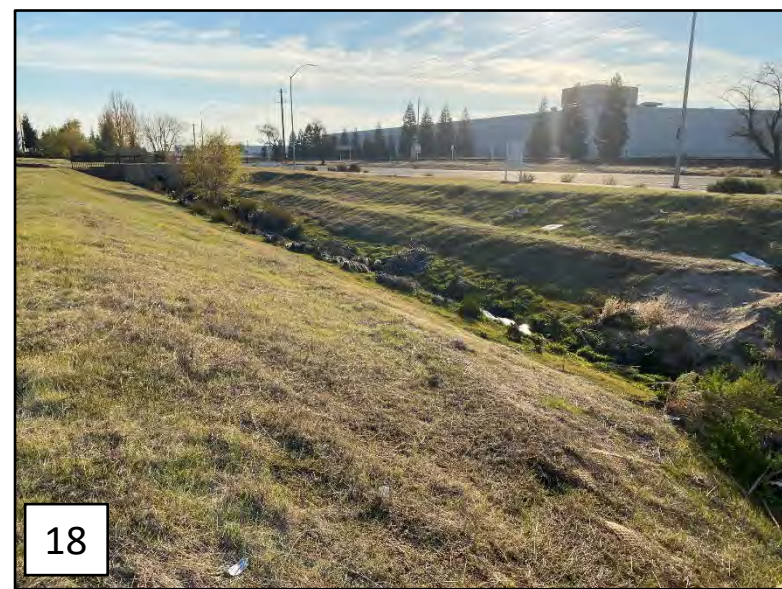


PHOTO 19: View of a Western kingbird (red arrow) foraging along the northern most stormwater treatment swale. Photo taken through binoculars.

19



ATTACHMENT D:
SPECIAL-STATUS SPECIES AND SENSITIVE NATURAL COMMUNITY EVALUATION

An analysis of special-status species listed by various agency sources with potential to occur in the survey area.

Common Name (Scientific Name)	Status Fed/State/ CNPS	Associated Habitats	Potential for Occurrence*
SENSITIVE NATURAL COMMUNITIES			
Alkali Meadow	__/_/SNC/_	Characterized by fine-grained soils that have a high residual salt content supporting a distinctive, salt tolerant plant community.	<u>None:</u> Does not occur within the BSA.
Alkali Seep	__/_/SNC/_	A seep of saline water with an area of alkali salt crystals that form when the salty water reaches the surface and evaporates.	<u>None:</u> Does not occur within the BSA.
Northern Hardpan Vernal Pool	__/_/SNC/_	Seasonally flooded depressions on impermeable soils or rock.	<u>None:</u> Any potential habitat removed (filled) 9/2014.
Northern Volcanic Mud Flow Vernal Pool	__/_/SNC/_	Seasonally flooded depressions on impermeable soils or rock.	<u>None:</u> Any potential habitat removed (filled) 9/2014.
PLANTS			
Ahart's dwarf rush (<i>Juncus leiospermus</i> var. <i>ahartii</i>)	__/_/S1	Valley and foothill grassland (mesic).	<u>None:</u> Any potential habitat removed (filled) 9/2014.
Big-scale Balsam Root (<i>Balsamorhiza macrolepis</i>)	__/_/S2	Cismontane woodlands and chaparral. Valley and Foothill grasslands. Sometimes serpentinite. (Mar-June)	<u>None:</u> No suitable habitat within the BSA.
Boggs Lake hedge-hyssop (<i>Gratiola heterosepala</i>)	__/_/S2	Marshes and swamps (shallow freshwater) and vernal pools. (Apr-Aug)	<u>None:</u> Any potential habitat removed (filled) 9/2014.
Brandegee's clarkia (<i>Clarkia biloba</i> spp. <i>brandegeae</i>)	__/_/S4	Chaparral, cismontane woodland. Lower montane coniferous forest. (May-Jun)	<u>None:</u> No suitable habitat within the BSA.
bristly leptosiphon (<i>Leptosiphon aureus</i>)	__/_/S4	Chaparral, cismontane woodland. Coastal prairie. Valley and foothill grassland. (Apr-Jun)	<u>None:</u> No suitable habitat within the BSA.
Dwarf downingia (<i>Downingia pusilla</i>)	__/_/S2	Valley and foothill grassland (mesic). Vernal pools. (Mar-May)	<u>None:</u> Any potential habitat removed (filled) 9/2014.
hispid salty bird's-beak (<i>Chloropyron mole</i> ssp. <i>hispidum</i>)	__/_/S1	Meadows and seeps. Playas. Valley and foothill grassland (Jun-Sep)	<u>None:</u> Any potential habitat removed (filled) 9/2014.
legenere (<i>Legenere limosa</i>)	__/_/S2	Vernal Pools. (Apr-Jun)	<u>None:</u> Any potential habitat removed (filled) 9/2014.
pincushion navarretia (<i>Navarretia myersii</i> ssp. <i>myersii</i>)	__/_/S2	Vernal Pools. (Apr-Jun)	<u>None:</u> Any potential habitat removed (filled) 9/2014.

ATTACHMENT D - SPECIAL-STATUS SPECIES AND SENSITIVE NATURAL COMMUNITY EVALUATION

Common Name (Scientific Name)	Status Fed/State/ CNPS	Associated Habitats	Potential for Occurrence*
Red Bluff Dwarf Rush (<i>Juncus leiospermus</i> var. <i>leiospermus</i>)	___/___/1B.1	Chaparral, cismontane woodland, meadows and seeps, valley and foothill grassland and vernal pools/vernally mesic habitats. (Mar-May)	<u>None</u> : No mesic habitat present within the BSA.
Sacramento Orcutt grass (<i>Orcuttia viscida</i>)	FE/CE/S1	Vernal Pools. (Apr-Jul)	<u>None</u> : Any potential habitat removed (filled) 9/2014.
Sanford's arrowhead (<i>Sagittaria sanfordii</i>)	___/___/S3	Marshes and swamps (shallow freshwater). (May-Oct)	<u>None</u> : No suitable habitat present within the BSA.
stinkbells (<i>Fritillaria agrestis</i>)	___/___/S3	Chaparral, cismontane woodland. Pinyon and juniper woodland. Valley and foothill grassland. (Mar-Jun)	<u>None</u> : No suitable marsh habitat present within the BSA.
valley brodiaea (<i>Brodiaea rosea</i> ssp. <i>Vallicola</i>)	___/___/S3	Valley and foothill grassland; vernal pools. (Apr-May)	<u>None</u> : Any potential habitat removed (filled) 9/2014.
INVERTEBRATES			
Andrenid bee (<i>Andrena subapasta</i>)	___/___/S1S2	Solitary ground nesters found where the flowering plants they pollinate occur.	<u>None</u> : Compacted soil and removal of vernal features eliminates suitable habitat within the BSA.
California Linderiella (<i>Linderiella occidentalis</i>)	___/___/___	Vernal pools, swales, and ephemeral freshwater habitat.	<u>None</u> : Any potential habitat removed (filled) 9/2014.
Conservancy Fairy Shrimp (<i>Branchinecta conservatio</i>)	FE/___/___	Moderately turbid, deep, cool-water vernal pool	<u>None</u> : Any potential habitat removed (filled) 9/2014.
Monarch Butterfly (<i>Danaus plexippus</i>)	Candidate/ ___/S2S3	Overwinters on CA coast, migrates through valley feeding on milkweed.	<u>Low</u> : No milkweed or historical occurrences on- site. Individuals may pass through, but no potential habitat is found in the BSA.
Ricksecker's water scavenger beetle (<i>Hydrochara rickseckeri</i>)	___/___/___	Vernal pools and other aquatic habitats in the Central Valley.	<u>None</u> : Any potential habitat removed (filled) 9/2014.
Valley Elderberry Longhorn Beetle (<i>Desmocerus californicus dimorphus</i>)	FT/___/___	Blue elderberry shrubs usually associated with riparian areas.	<u>None</u> : No elderberry plants (the sole host plant of this beetle) occur within or adjacent to the BSA.
Vernal Pool Fairy Shrimp (<i>Branchinecta lynchi</i>)	FT/___/___	Vernal pools, swales, and ephemeral freshwater habitat.	<u>None</u> : Any potential habitat removed (filled) 9/2014.
Vernal Pool Tadpole Shrimp (<i>Lepidurus packardii</i>)	FE/___/___	Vernal pools, swales, and ephemeral freshwater habitat.	<u>None</u> : Any potential habitat removed (filled) 9/2014.
FISH			
Delta Smelt (<i>Hypomesus transpacificus</i>)	FT/ST/___	Sacramento River Delta and tributaries.	<u>None</u> : No suitable or critical habitat within the BSA.
Central Valley Steelhead (<i>Oncorhynchus mykiss</i>)	FT/___/___	Sacramento and San Joaquin Rivers and their tributaries.	<u>None</u> : No suitable or critical habitat within the BSA.

ATTACHMENT D - SPECIAL-STATUS SPECIES AND SENSITIVE NATURAL COMMUNITY EVALUATION

Common Name (Scientific Name)	Status Fed/State/ CNPS	Associated Habitats	Potential for Occurrence*
AMPHIBIANS			
Western Spadefoot (<i>Spea hammondi</i>)	___/SSC/___	Grassland and woodland and vernal pools without aquatic predators for breeding.	<u>None</u> : Any potential habitat removed (filled) 9/2014.
BIRDS			
Bald Eagle (<i>Haliaeetus leucocephalus</i>)	MBTA & EA/SE/___	Lakes, rivers, estuaries, reservoirs, and some coastal habitats.	<u>None</u> : No suitable habitat present within the BSA.
Belding's Savannah Sparrow (<i>Passerculus sandwichensisbeldingi</i>)	BCR/___/___	Uncommon and local in saltmarshes of coastal southern CA.	<u>None</u> : No suitable nesting habitat present within the BSA.
Burrowing Owl (<i>Athene cunicularia</i>)	___/SSC/___	Nests in burrows in the ground, often in old ground squirrel or badger burrows, w/in open dry grassland & desert habitat.	<u>None</u> : Any potential habitat removed (filled) 9/2014.
Bullock's Oriole (<i>Icterus bullockii</i>)	BCR/___/___	Breed in riparian and open woodlands, including urban parks.	<u>None</u> : Species may pass through site, but no suitable nesting or foraging habitat exists w/in the project area.
California Black Rail (<i>Laterallus jamaicensis coturniculus</i>)	MBTA/ST/___	Yearlong resident of saline, brackish, & fresh emergent wetlands in the San Francisco Bay Area, Sacramento-San Joaquin Delta, coastal Southern CA, the Salton Sea, & lower Colorado River area.	<u>None</u> : No suitable habitat present within the BSA.
California Gull (<i>Larus californicus</i>)	BCC/___/___	Common on ponds, lakes, and coastlines. Often also seen foraging on ag lands or loitering around restaurants, parking lots, and city parking lots looking for food.	<u>Low</u> : Species may pass over site, but no suitable nesting or foraging habitat exists within the project area.
Common Yellowthroat (<i>Geothlypis trichas sinuosa</i>)	BCR/___/___	Common in a wide variety of weedy, brushy, and marshy habitats; nearly always in low wet areas.	<u>None</u> : Any potential habitat removed (filled) 9/2014.
Golden Eagle (<i>Aquila chrysaetos</i>)	MBTA & EA/SE/___	Rare in grasslands, deserts, and other open country relatively far from people, usually in mountainous areas.	<u>None</u> : Suitable habitat is not present within the BSA.
grasshopper sparrow (<i>Ammodramus savannarum</i>)	___/SSC/___	Common locally in grasslands w/scattered shrubs or weeds. Solitary and secretive; difficult to see except when singing.	<u>None</u> : Any potential habitat removed (filled) 9/2014.
Lawrence's Goldfinch (<i>Carduelis lawrencei</i>)	BCC/___/___	Remote, arid habitats of California and the Desert Southwest.	<u>None</u> : Suitable habitat is not present within the BSA.
Long-eared Owl (<i>asio otus</i>)	BCC/___/___	Uncommon. Nests in old barns and other structures. Strictly nocturnal.	<u>None</u> : Suitable habitat is not present within the BSA.
Nuttall's Woodpecker (<i>Picoides nuttallii</i>)	BCR/___/___	Uncommon. Oak and riparian woodlands.	<u>None</u> : Any potential habitat removed (filled) 9/2014.
Oak Titmouse (<i>Baeolophus inornatus</i>)	BCC/___/___	Common in open oak woods or nearby trees. Feeds on seeds and insects.	<u>None</u> : Suitable habitat is not present within the BSA.

ATTACHMENT D - SPECIAL-STATUS SPECIES AND SENSITIVE NATURAL COMMUNITY EVALUATION

Common Name (Scientific Name)	Status Fed/State/ CNPS	Associated Habitats	Potential for Occurrence*
Olive-sided Flycatcher (<i>Contopus cooperi</i>)	BCC/___/___	Uncommon. Found in boreal forests.	<u>None</u> : Suitable habitat is not present within the BSA.
Purple Martin (<i>Progne subis</i>)	___/SSC/___	Uncommon and local. Nests almost exclusively in man-made martin boxes placed in the open near water; also nests in tree cavities.	<u>None</u> : Suitable habitat is not present within the BSA.
Short-billed Dowitcher (<i>Limnodromus griseus</i>)	BCC/___/___	Common on mudflats and shallow muddy ponds along coast; uncommon to rare inland.	<u>None</u> : Suitable habitat is not present within the BSA.
Swainson's Hawk (<i>Buteo swainsoni</i>)	___/ST/___	Nests in isolated trees or riparian woodlands adjacent to suitable foraging habitat including grasslands or suitable grain or alfalfa fields, or livestock pastures.	<u>Low</u> : Species may pass over site, but no suitable nesting habitat exists within the project area.
Tri-colored Blackbird (<i>Agelaius tricolor</i>)	BCC/SSC/___	Nests in dense blackberry, cattail, tules, willow, or wild rose within emergent wetlands throughout the Central valley and foothills surrounding the valley.	<u>None</u> : No suitable nesting habitat present within the BSA.
Wrentit (<i>Chamaea fasciata</i>)	BCC/___/___	Common but difficult to see in chaparral and other dense brushy habitats.	<u>None</u> : Suitable habitat is not present within the BSA.
Yellow-billed Magpie (<i>Pica nuttalli</i>)	BCC/___/___	Common in oak savannas within limited range.	<u>None</u> : Suitable habitat is not present within the BSA.
Migratory Birds and Raptors	MBTA	Nest and forage in a variety of habitats including hardwood woodlands, coniferous forests, meadows, grasslands, and riparian.	<u>Low</u> : Birds protected by the MBTA were observed on-site, however, site provides poor nesting habitat and marginal foraging habitat.
<u>CODE DESIGNATIONS</u> CE = Candidate Endangered FE = Federally-listed Endangered FT = Federally-listed Threatened FC = Federal Candidate Species BCC = Federal Bird of Conservation Concern MBTA = protected by the federal Migratory Bird Treaty Act SE = State-listed Endangered ST = State-listed Threatened SH = Presumed extinct in California SSC = CDFW Species of Special Concern FP = CDFW Fully Protected Species SNC = CDFW Sensitive Natural Community CNPS 1B = Rare or Endangered in California or elsewhere CNPS 2 = rare or Endangered in California, more common elsewhere CNPS 3 = More information is needed CNPS 4 = Plants with limited distribution BCC = Birds of Conservation Concern BCR = Bird of Conservation Concern only in particularly Bird Conservation Regions in the continental USA *Potential for occurrence: for plants it is considered the potential to occur during the survey period; for birds and bats it is considered the potential to breed, forage, roost, over-winter, or stop-over in the BSA during migration. Any bird or bat species could fly over the BSA, but this is not considered a potential for occurrence. The categories for the potential for occurrence include:			

ATTACHMENT D - SPECIAL-STATUS SPECIES AND SENSITIVE NATURAL COMMUNITY EVALUATION

Common Name (<i>Scientific Name</i>)	<u>Status</u> Fed/State/ CNPS	Associated Habitats	Potential for Occurrence*
<u>None</u>: The species or natural community is known not to occur, and has no potential to occur in the BSA based on sufficient surveys, the lack of suitable habitat, and/or the BSA is well outside of the known distribution of the species. <u>Low</u>: Potential habitat in the BSA is sub-marginal and the species is not known to occur in the vicinity of the BSA. Protocol-level surveys are not recommended. <u>Moderate</u>: Suitable habitat is present in the BSA and the species is known to occur in the vicinity of the BSA. <u>High</u>: Habitat in the BSA is highly suitable for the species and there are reliable records close to the BSA, but the species was not observed. <u>Known</u>: Species was detected in the BSA or a recent reliable record exists for the BSA.			

APPENDIX A:

REGULATORY PERMITS AND PROOF OF MITIGATION PURCHASE

- A1 - USACE Section 404 Individual Permit
- A2 - RWQCB Section 401 Water Quality Certification
- A3 - RWQCB CGP Notice of Intent
- A4 - CDFW Section 1602 Streambed Alteration Agreement
- A5 - USFWS Concurrence
- A6 - Proof of Mitigation Purchase



DEPARTMENT OF THE ARMY
U.S. ARMY ENGINEER DISTRICT, SACRAMENTO
CORPS OF ENGINEERS
1325 J STREET
SACRAMENTO CA 95814-2922

REPLY TO
ATTENTION OF

DEPARTMENT OF THE ARMY PERMIT

Permittee: Mr. J. Randy Kyte
Harsch Investment Properties-II, LLC
P.O. Box 2708
Portland, Oregon 97208-2708

Permit Number: SPK-2005-00307

Issuing Office: U.S. Army Engineer District, Sacramento
Corps of Engineers
1325 "J" Street
Sacramento, California 95814-2922

NOTE: The term "you" and its derivatives, as used in this permit, means the permittee or any future transferee. The term "this office" refers to the appropriate district or division office of the Corps of Engineers having jurisdiction over the permitted activity or the appropriate official of that office acting under the authority of the commanding officer.

You are authorized to perform work in accordance with the terms and conditions specified below. A notice of appeal options is enclosed.

Project Description:

To impact 2.038 acres of waters of the United States (0.708 acres vernal pools and 1.33 acres seasonal wetlands), including wetlands regulated under Section 404 of the Clean Water Act, to construct a commercial and industrial business park (Blue Oaks Commerce Center) by developing 49.4 acres with 17 buildings totaling 575,505 square feet, providing a mix of office, industrial and commercial uses, and grading, parking, landscaping and lighting improvements. The local drainage through the western portion of the projects site will be realigned for water quality treatment per the drawing "Preliminary Grading Plan, Blue Oaks Commercial Center, City of Roseville, County of Placer, State of California, April 28, 2008, updated December 19, 2008". The property is located in Sections 21 & 22, Township 11 North, Range 6 East, MDB&M, in the City of Roseville, in Placer County, California.

Compensation for these impacts, a total of 2.038 acres of wetlands will be purchased at the Corps' approved Toad Hill Mitigation Bank in Placer County.

All work is to be completed in accordance with the enclosed plan(s).

Project Location:

The project site is an infill property bounded on the north by Blue Oaks Boulevard, on the west by Industrial Avenue, on the east by Washington Boulevard, and the south by an existing industrial complex in Sections 21 & 22, Township 11 North, Range 6 East, MDB&M, in the City of Roseville, in Placer County, California.

Permit Conditions:

General Conditions:

1. The time limit for completing the work authorized ends on August 19, 2016. If you find that you need more time to complete the authorized activity, submit your request for a time extension to this office for consideration at least one month before the above date is reached.
2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.
3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and state coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.
4. If you sell the property associated with this permit, you must obtain the signature of the new owner in the space provided and forward a copy of the permit to this office to validate the transfer of this authorization.
5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit. For your convenience, a copy of the certification is attached if it contains such conditions.
6. You must allow representatives from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.

Special Conditions:

1. To insure your project complies with the Federal Endangered Species Act, you must implement all of the mitigating measures identified in the enclosed Fish and Wildlife Service letter of

concurrence (Number 81420-2008-I-0286-1, dated March 18, 2008), including those ascribed to the Corps therein. If you are unable to implement any of these measures, you must immediately notify this office and the Fish and Wildlife Office so we may consult as appropriate, prior to initiating the work, in accordance with Federal law.

2. To mitigate for the loss of 2.038 acres of waters of the United States you shall purchase 0.708 credits of vernal pool and 1.33 credits of seasonal wetland at Toad Hill Mitigation Bank, a Corps approved wetland mitigation bank. Evidence of this purchase shall be provided to this office prior to proceeding with any activity otherwise authorized by this permit.

3. All terms and conditions of the 24 August 2010 Section 401 Water Quality Certification are expressly incorporated as conditions of this permit.

4. You shall design all crossings of waters of the United States as indicated on the preliminary grading plans dated 19 December 2008, which will accommodate expected high flows. You shall submit detailed plans for these crossings to the Corps of Engineers for approval prior to beginning construction

Further Information:

1. Congressional Authorities: You have been authorized to undertake the activity described above pursuant to:

☐ Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. 403).

☒ Section 404 of the Clean Water Act (33 U.S.C. 1344).

☐ Section 103 of the Marine Protection, Research and Sanctuaries Act of 1972 (33 U.S.C. 1413).

2. Limits of this authorization.

a. This permit does not obviate the need to obtain other Federal, state, or local authorizations required by law.

b. This permit does not grant any property rights or exclusive privileges.

c. This permit does not authorize any injury to the property or rights of others.

d. This permit does not authorize interference with any existing or proposed Federal projects.

3. Limits of Federal Liability. In issuing this permit, the Federal Government does not assume any liability for the following:

- a. Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.
- b. Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest.
- c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.
- d. Design or construction deficiencies associated with the permitted work.
- e. Damage claims associated with any future modification, suspension, or revocation of this permit.

4. Reliance on Applicant's Data. The determination of this office that issuance of this permit is not contrary to the public interest was made in reliance on the information you provided.

5. Reevaluation of Permit Decision. This office may reevaluate its decision on this permit at any time the circumstances warrant.

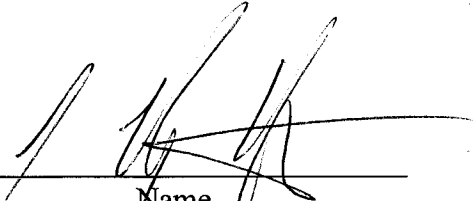
Circumstances that could require a reevaluation include, but are not limited to, the following:

- a. You fail to comply with the terms and conditions of this permit.
- b. The information provided by you in support of your permit application proves to have been false, incomplete, or inaccurate (see 4 above).
- c. Significant new information surfaces which this office did not consider in reaching the original public interest decision.

Such a reevaluation may result in a determination that it is appropriate to use the suspension, modification, and revocation procedures contained in 33 CFR 325.7 or enforcement procedures such as those contained in 33 CFR 326.4 and 326.5. The referenced enforcement procedures provide for the issuance of an administrative order requiring you comply with the terms and conditions of your permit and for the initiation of legal action where appropriate. You will be required to pay for any corrective measures ordered by this office, and if you fail to comply with such directive, this office may in certain situations (such as those specified in 33 CFR 209.170) accomplish the corrective measures by contract or otherwise and bill you for the cost.

6. Extensions. General Condition 1 establishes a time limit for the completion of the activity authorized by this permit. Unless there are circumstances requiring either a prompt completion of the authorized activity or a reevaluation of the public interest decision, the Corps will normally give favorable consideration to a request for an extension of this time limit.

Your signature below, as permittee, indicates that you accept and agree to comply with the terms and conditions of this permit.



Name
Title SVP, Dir. of Development
Permittee
Mr. J. Randy Kyte
Harsch Investment Properties-II, LLC

08/26/2011

Date

This permit becomes effective when the Federal official, designated to act for the Secretary of the Army, has signed below.



Nancy Arcady Haley
Chief, California North Branch
(For the District Engineer)

9-19-11

Date

When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. To validate the transfer of this permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below.

Name

Title

Transferee

Date



Linda S. Adams
Secretary for
Environmental
Protection

California Regional Water Quality Control Board Central Valley Region

Katherine Hart, Chair

11020 Sun Center Drive #200, Rancho Cordova, California 95670-6114
Phone (916) 464-3291 • FAX (916) 464-4645
<http://www.waterboards.ca.gov/centralvalley>



Arnold
Schwarzenegger
Governor

RECEIVED

AUG 27 REC'D

DEVELOPMENT PDX

24 August 2010

J. Randy Kyte
Harsch Investment Properties, LLC
1121 SW Salmon Street, Suite 500
Portland, OR 97205

**CLEAN WATER ACT §401 TECHNICALLY CONDITIONED WATER QUALITY
CERTIFICATION FOR DISCHARGE OF DREDGED AND/OR FILL MATERIALS FOR THE
BLUE OAKS COMMERCE CENTER (or BLUE OAKS-WASHINGTON) PROJECT,
(WDID#5A31CR00297) PLACER COUNTY**

This Order responds to your 23 June 2010 application submittal for the Water Quality Certification of a commercial and industrial development project impacting approximately 2.038 acres/1,345 linear feet of waters of the United States.

WATER QUALITY CERTIFICATION STANDARD CONDITIONS:

1. This certification action is subject to modification or revocation upon administrative or judicial review, including review and amendment pursuant to §13330 of the California Water Code and §3867 of Title 23 of the California Code of Regulations (23 CCR).
2. This certification action is not intended and shall not be construed to apply to any discharge from any activity involving a hydroelectric facility requiring a Federal Energy Regulatory Commission (FERC) license or an amendment to a FERC license unless the pertinent certification application was filed pursuant to 23 CCR subsection 3855(b) and the application specifically identified that a FERC license or amendment to a FERC license for a hydroelectric facility was being sought.
3. The validity of any non-denial certification action shall be conditioned upon total payment of the full fee required under 23 CCR §3833, unless otherwise stated in writing by the certifying agency.
4. Certification is valid for the duration of the described project. This certification is no longer valid if the project (as currently described) is modified, or coverage under Section 404 of the Clean Water Act has expired.

California Environmental Protection Agency

ADDITIONAL TECHNICALLY CONDITIONED CERTIFICATION CONDITIONS:

In addition to the four standard conditions, Harsch Investment Properties, LLC shall satisfy the following:

1. Harsch Investment Properties, LLC shall notify the Central Valley Water Quality Control Board (Central Valley Water Board) in writing 7 days in advance of the start of any in-water activities.
2. Except for activities permitted by the U.S. Army Corps under §404 of the Clean Water Act, soil, silt, or other organic materials shall not be placed where such materials could pass into surface water or surface water drainage courses.
3. All areas disturbed by project activities shall be protected from washout or erosion.
4. Harsch Investment Properties, LLC shall maintain a copy of this Certification and supporting documentation (Project Information Sheet) at the Project site during construction for review by site personnel and agencies. All personnel (employees, contractors, and subcontractors) performing work on the proposed project shall be adequately informed and trained regarding the conditions of this Certification.
5. All temporarily affected areas will be restored to pre-construction contours and conditions upon completion of construction activities.
6. Harsch Investment Properties, LLC shall perform surface water sampling: 1) When performing any in-water work; 2) In the event that project activities result in any materials reaching surface waters or; 3) When any activities result in the creation of a visible plume in surface waters. The following monitoring shall be conducted immediately upstream out of the influence of the project and 300 feet downstream of the active work area. Sampling results shall be submitted to this office within two weeks of initiation of sampling and every two weeks thereafter. The sampling frequency may be modified for certain projects with written permission from the Central Valley Water Board.

Parameter	Unit	Type of Sample	Frequency of Sample
Turbidity	NTU	Grab	Every 4 hours during in water work
Settleable Material	ml/l	Grab	Same as above.
Visible construction related pollutants	Observations	Visible Inspections	Continuous throughout the construction period

7. Activities shall not cause turbidity increases in surface water to exceed:
- (a) where natural turbidity is less than 1 Nephelometric Turbidity Units (NTUs), controllable factors shall not cause downstream turbidity to exceed 2 NTU;
 - (b) where natural turbidity is between 1 and 5 NTUs, increases shall not exceed 1 NTU;
 - (c) where natural turbidity is between 5 and 50 NTUs, increases shall not exceed 20 percent;
 - (d) where natural turbidity is between 50 and 100 NTUs, increases shall not exceed 10 NTUs;
 - (e) where natural turbidity is greater than 100 NTUs, increases shall not exceed 10 percent.

Except that these limits will be eased during in-water working periods to allow a turbidity increase of 15 NTU over background turbidity as measured in surface waters 300 feet downstream from the working area. In determining compliance with the above limits, appropriate averaging periods may be applied provided that beneficial uses will be fully protected. Averaging periods may only be assessed by prior permission of the Central Valley Water Board.

8. Activities shall not cause settleable matter to exceed 0.1 ml/l in surface waters as measured in surface waters 300 feet downstream from the project.
9. The discharge of petroleum products or other excavated materials to surface water is prohibited. Activities shall not cause visible oil, grease, or foam in the work area or downstream. Harsch Investment Properties, LLC shall notify the Central Valley Water Board immediately of any spill of petroleum products or other organic or earthen materials.
10. Harsch Investment Properties, LLC shall notify the Central Valley Water Board immediately if the above criteria for turbidity, settleable matter, oil/grease, or foam are exceeded.
11. Harsch Investment Properties, LLC shall comply with all California Department of Fish and Game 1600 requirements for the project.
12. Harsch Investment Properties, LLC must obtain coverage under the NPDES General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities issued by the State Water Resources Control Board for any project disturbing an area of 1 acre or greater.
13. The Conditions in this water quality certification are based on the information in the attached "Project Information." If the information in the attached Project Information is modified or the project changes, this water quality certification is no longer valid until amended by the Central Valley Water Board.
14. In the event of any violation or threatened violation of the conditions of this Order, the violation or threatened violation shall be subject to any remedies, penalties, process, or sanctions as provided for under State law and section 401 (d) of the federal Clean Water Act. The applicability of any State law authorizing remedies, penalties, process, or sanctions for the violation or threatened violation constitutes a limitation necessary to ensure compliance with this Order.

- a. If Harsch Investment Properties, LLC or a duly authorized representative of the project fails or refuses to furnish technical or monitoring reports, as required under this Order, or falsifies any information provided in the monitoring reports, the applicant is subject to civil, for each day of violation, or criminal liability.
 - b. In response to a suspected violation of any condition of this Order, the Central Valley Water Board may require Harsch Investment Properties, LLC to furnish, under penalty of perjury, any technical or monitoring reports the Central Valley Water Board deems appropriate, provided that the burden, including cost of the reports, shall be in reasonable relationship to the need for the reports and the benefits to be obtained from the reports.
 - c. Harsch Investment Properties, LLC shall allow the staff(s) of the Central Valley Water Board, or an authorized representative(s), upon the presentation of credentials and other documents, as may be required by law, to enter the project premises for inspection, including taking photographs and securing copies of project-related records, for the purpose of assuring compliance with this certification and determining the ecological success of the project.
15. Harsch Investment Properties, LLC shall provide a Notice of Completion (NOC) no later than 30 days after the project completion. The NOC shall demonstrate that the project has been carried out in accordance with the project's description (and any amendments approved). The NOC shall include a map of the project location(s), including final boundaries of any in situ restoration area(s), if appropriate, and representative pre and post construction photographs. Each photograph shall include a descriptive title, date taken, photographic site, and photographic orientation.
16. The mitigation measures specified in the mitigation monitoring and reporting program for the approved Mitigated Negative Declaration as they pertain to hydrology and water quality impacts, are included in this Water Quality Certification, as required by California Public Resource Code Section 21081.6 and CEQA Guidelines, California Code of Regulations Section 15097

ADDITIONAL STORM WATER QUALITY CONDITIONS:

Harsch Investment Properties, LLC shall also satisfy the following additional storm water quality conditions:

1. During the construction phase, Harsch Investment Properties, LLC must employ strategies to minimize erosion and the introduction of pollutants into storm water runoff. These strategies must include the following:
 - (a) the Storm Water Pollution Prevention Plan (SWPPP) must be prepared during the project planning and design phases and implemented, as appropriate, before construction;
 - (b) an effective combination of erosion and sediment control Best Management Practices (BMPs) must be implemented and adequately working prior to the rainy season and during all phases of construction.
2. Harsch Investment Properties, LLC must minimize the short and long-term impacts on receiving water quality from the Blue Oaks Commerce Center (aka Blue Oaks-

Washington) Project by implementing the following post-construction storm water management practices and as required by the local agency permitting the project, as appropriate:

- (a) minimize the amount of impervious surface;
 - (b) reduce peak runoff flows;
 - (c) provide treatment BMPs to reduce pollutants in runoff;
 - (d) ensure existing waters of the State (e.g., wetlands, vernal pools, or creeks) are not used as pollutant source controls and/or treatment controls;
 - (e) preserve and, where possible, create or restore areas that provide important water quality benefits, such as riparian corridors, wetlands, and buffer zones;
 - (f) limit disturbances of natural water bodies and natural drainage systems caused by development (including development of roads, highways, and bridges);
 - (g) use existing drainage master plans or studies to estimate increases in pollutant loads and flows resulting from projected future development and require incorporation of structural and non-structural BMPs to mitigate the projected pollutant load increases in surface water runoff;
 - (h) identify and avoid development in areas that are particularly susceptible to erosion and sediment loss, or establish development guidance that protects areas from erosion/ sediment loss;
 - (i) control post-development peak storm water run-off discharge rates and velocities to prevent or reduce downstream erosion, and to protect stream habitat.
3. Harsch Investment Properties, LLC must ensure that all development within the project provides verification of maintenance provisions for post-construction structural and treatment control BMPs and as required by the local agency permitting the project. Verification shall include one or more of the following, as applicable:
- (a) the developer's signed statement accepting responsibility for maintenance until the maintenance responsibility is legally transferred to another party; or
 - (b) written conditions in the sales or lease agreement that require the recipient to assume responsibility for maintenance; or
 - (c) written text in project conditions, covenants and restrictions for residential properties assigning maintenance responsibilities to a home owner's association, or other appropriate group, for maintenance of structural and treatment control BMPs; or
 - (d) any other legally enforceable agreement that assigns responsibility for storm water BMP maintenance.

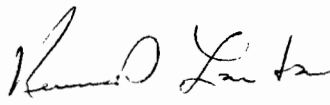
REGIONAL WATER QUALITY CONTROL BOARD CONTACT PERSON:

Skyler Anderson, Environmental Scientist
11020 Sun Center Drive #200
Rancho Cordova, California 95670-6114
sanderson@waterboards.ca.gov
(916) 464-4849

WATER QUALITY CERTIFICATION:

I hereby issue an order certifying that any discharge from the Harsch Investment Properties, LLC, Blue Oaks Commerce Center (aka Blue Oaks-Washington) Project (WDID# 5A31CR00297) will comply with the applicable provisions of §301 ("Effluent Limitations"), §302 ("Water Quality Related Effluent Limitations"), §303 ("Water Quality Standards and Implementation Plans"), §306 ("National Standards of Performance"), and §307 ("Toxic and Pretreatment Effluent Standards") of the Clean Water Act. This discharge is also regulated under State Water Resources Control Board Water Quality Order No. 2003-0017 DWQ "Statewide General Waste Discharge Requirements For Dredged Or Fill Discharges That Have Received State Water Quality Certification (General WDRs)".

Except insofar as may be modified by any preceding conditions, all certification actions are contingent on (a) the discharge being limited and all proposed mitigation being completed in strict compliance with Harsch Investment Properties, LLC's project description and the *attached Project Information Sheet*, and (b) compliance with all applicable requirements of the *Water Quality Control Plan for the Sacramento River and San Joaquin River*, Fourth Edition, revised September 2009.


for Pamela C. Creedon
Executive Officer

Enclosure: Project Information

cc: See enclosure, page 10

PROJECT INFORMATION

Application Date: 23 June 2010

Applicant: J. Randy Kyte
Harsch Investment Properties, LLC
1121 SW Salmon Street, Suite 500
Portland, OR 97205

Applicant Representatives: Cynthia Herzog
ECORP Consulting, Inc.
2525 Warren Drive
Rocklin, CA 95677

Project Name: Blue Oaks Commerce Center Project

Application Number: WDID# 5A31CR00297

Type of Project: Commercial and Industrial Development Project

Project Location: Section 21 and 22, Township 11 North, Range 6 East, MDB&M.
Latitude: 38°47'35" and Longitude: -121°18'15"

County: Placer County

Receiving Water(s) (hydrologic unit): Pleasant Grove Creek, Sacramento Hydrologic Basin, Valley-American Hydrologic Unit #519.22, Pleasant Grove HSA

Water Body Type: Wetlands, Streambed

Designated Beneficial Uses: The *Water Quality Control Plan for the Sacramento River and San Joaquin River*, Fourth Edition, revised September 2009 (Basin Plan) has designated beneficial uses for surface and ground waters within the region. Beneficial uses that could be impacted by the project include: Municipal and Domestic Water Supply (MUN); Agricultural Supply (AGR); Industrial Supply (IND), Hydropower Generation (POW); Groundwater Recharge, Water Contact Recreation (REC-1); Non-Contact Water Recreation (REC-2); Warm Freshwater Habitat (WARM); Cold Freshwater Habitat (COLD); and Wildlife Habitat (WILD).

Project Description (purpose/goal): The proposed project involves the development of a commercial and industrial business park in Roseville. The 50 acre project is located south of Blue Oaks Boulevard and Industrial Avenue. The project site is in close proximity to Highway 65 to the east. The project site is surrounded by developed commercial, industrial and residential parcels.

Wetland vegetation within the project area occurs within low-lying depressions and the bank-to-bank extent of the intermittent drainage and drainage ditches. Jurisdictional waters of the United States and waters of the State mapped a total of 2.038 acres and include: 0.708 acre of vernal pools, 0.687 acre of seasonal wetland, 0.246 acre of seasonal wetland swale and 0.139 acre of seasonal marsh. Other waters of the United States include 0.248 acre of

intermittent drainage and 0.010 acre of drainage ditch, totaling approximately 1,345 linear feet of channel.

The purposed project will permanently impact 2.038 acres of waters of the United States and waters of the state. The areas predominantly affected include a seasonal wetland area on the east side of the property, along Washington Boulevard, and vernal pools and an unnamed tributary that flows south to north through the site, along and near Industrial Avenue. The unnamed tributary enters the site from the south via a culvert from the Sierra Business Park, and exits the site into a culvert under Blue Oaks Boulevard.

Preliminary Water Quality Concerns: Construction activities may impact surface waters with increased turbidity and settleable matter.

Proposed Mitigation to Address Concerns: Harsch Investment Properties, LLC will implement Best Management Practices (BMPs) to control sedimentation and erosion. All temporary affected areas will be restored to pre-construction contours and conditions upon completion of construction activities. Harsch Investment Properties, LLC will conduct turbidity and settleable matter testing during in-water work, stopping work if the Basin Plan criteria are exceeded or are observed.

Fill/Excavation Area: Approximately 3,300 cubic yards of clean native soil will be placed into 1.78 acres of jurisdictional wetland and 0.258 acre (1,345 linear feet) of un-vegetated streambed (for a total of 2.038 acres of fill).

Dredge Volume: None

U.S. Army Corps File Number: 200500307

U.S. Army Corps of Engineers Permit Number: Individual Permit

Department of Fish and Game Streambed Alteration Agreement: Harsch Investment Properties, LLC applied for a Streambed Alteration Agreement on 1 June 2010.

Possible Listed Species: Vernal pool fairy shrimp, vernal pool tadpole shrimp

Status of CEQA Compliance: The City of Roseville approved the Mitigated Negative Declaration and filed a Notice of Determination on 4 June 2010 (State Clearinghouse Number 2010042089).

As a Responsible Agency under California Environmental Quality Act (CEQA), the Central Valley Water Board reviewed the Mitigated Negative Declaration and found that impacts to water quality were adequately addressed. Through implementation of Low Impact Development measures and mitigation at a minimum 1:1 ratio level, impacts to water quality will be mitigated to a less than significant level. Mitigation for impacts to water quality is discussed in the "Proposed Mitigation to Address Concerns" section above, and the "Compensatory Mitigation" section below.

The City of Roseville found that all other impacts to water quality were less than significant. With regard to the remaining impacts identified in the Mitigated Negative Declaration, the corresponding mitigation measures proposed are within the responsibility and jurisdiction of

another public agency, and not within the jurisdiction of the Central Valley Water Board. Such impacts and mitigation measures do not relate to water quality or related nuisance, and therefore fall outside of the Central Valley Water Board's jurisdiction.

Compensatory Mitigation: Harsch Investment Properties, LLC will pay fees required by the Army Corps of Engineers and dedicate 2.038 acres of seasonal wetland to a Wildlands Conservation Bank.

<u>Preserve</u>	<u>Impacts Mitigated</u>	<u>Acreage</u>	<u>Cost per Mitigation Value</u>	<u>Total Cost</u>
Locust Road Preserve	Vernal Pool Creation	0.708 acre	\$350,000.00	\$247,800.00
Locust Road Preserve	Seasonal Wetlands	1.33 acres	\$150,000.00	\$199,500.00
Purchase Price				\$447,300.00

Application Fee Provided: Total fees of \$14,147.00 have been submitted to the Central Valley Water Board as required by 23 CCR §3833b(3)(A) and by 23 CCR §2200(e).

DISTRIBUTION LIST

United States Army Corp of Engineers
Sacramento District Office
Regulatory Section, Room 1480
1325 J Street
Sacramento, CA 95814-2922

United States Fish & Wildlife Service
Sacramento Fish & Wildlife Office
2800 Cottage Way
Sacramento, CA 95825

Jeff Drongesen
Department of Fish and Game
1701 Nimbus Road, Suite A
Rancho Cordova, CA 95670

Bill Jennings
CA Sportfishing Protection Alliance
3536 Rainier Avenue
Stockton, CA 95204

(Electronic copy only) Bill Orme
State Water Resources Control Board
401 Certification and Wetlands Unit Chief

(Electronic copy only) Dave Smith
Wetlands Section Chief (W-3)
United States Environmental Protection Agency

Cynthia Herzog
ECORP Consulting, Inc.
2525 Warren Drive
Rocklin, CA 95677

State Water Resources Control Board

Approved Date: August 28, 2014

John Gordon

Harsch Investment Properties II LLC
1121 SW Salmon Street
Portland OR 97205

RECEIPT OF YOUR NOTICE OF INTENT (NOI)

The State Water Resources Control Board (State Water Board) has received and processed your NOI to comply with the terms of the General Permit to Discharge Storm Water Associated with Construction Activity. Accordingly, you are required to comply with the permit requirements.

The Waste Discharger Identification (WDID) number is: **5S31C370715**. Please use this number in any future communication regarding this permit.

OWNER:	SITE DESCRIPTION
DEVELOPER:	Harsch Investment Properties II LLC
SITE INFORMATION:	Harsch Investment Properties II LLC
	Blue Oaks Commerce Center
	8950 Industrial Avenue
	Roseville
TOTAL DISTURBED ACRES:	38.85
START DATE:	September 01, 2014
COMPLETION DATE:	December 30, 2016
COUNTY:	Placer

When the Owner changes , a new NOI, site map, and fee must be submitted by the new Owner. As the previous owner, you are required to submit a Notice of Termination (NOT) to the local Regional Water Board stating you no longer own or operate the Site and coverage under the General Permit is not required. Unless notified, you will continue and are responsible to pay the annual fee invoiced each July.

If you have any questions regarding permit requirements, please contact your Regional Water Board at 916-464-3291 . Please visit the storm water web site at http://www.waterboards.ca.gov/water_issues/programs/stormwater/ to obtain an NOT and other storm water related information and forms.

Sincerely,

Storm Water Section
Division of Water Quality

CALIFORNIA DEPARTMENT OF FISH AND GAME

North Central Region
1701 Nimbus Road, Suite A
Rancho Cordova, CA 95670-4599
916-358-2900



Streambed Alteration Agreement
Notification No. 1600-2010-0104 -R2
Unnamed tributary and drainage to Pleasant Grove Creek
Harsch Investment Properties-11 LLC
Blue Oaks Commerce Center

This Streambed Alteration Agreement (Agreement) is entered into between the California Department of Fish and Game (DFG) and Harsch Investment Properties-11 LLC (Permittee) as represented by J. Randy Kyte.

RECITALS

WHEREAS, pursuant to Fish and Game Code (FGC) section 1602, Permittee notified DFG on 23 June, 2010 that Permittee intends to complete the project described herein.

WHEREAS, pursuant to FGC section 1603, DFG has determined that the project could substantially adversely affect existing fish or wildlife resources and has included measures in the Agreement necessary to protect those resources.

WHEREAS, Permittee has reviewed the Agreement and accepts its terms and conditions, including the measures to protect fish and wildlife resources.

NOW THEREFORE, Permittee agrees to complete the project in accordance with the Agreement.

PROJECT LOCATION

The project is located at an unnamed tributary and drainage to Pleasant Grove Creek with associated wetlands, in the County of Placer, State of California; Latitude 38 degrees 47 minutes 35 seconds North, Longitude 121 degrees 18 minutes 15 seconds West.

PROJECT DESCRIPTION

The project is limited to fill of approximately 0.54 acres of interconnected seasonal drainage, grassy swale, wetlands and marsh which drain to Pleasant Grove Creek. All drainage water flowing onto the site from adjacent property will be directed through a drainage system into a created grassy swale area on the western edge of the property where it will be allowed to naturally flow into Pleasant Grove Creek. As a result of the fill activities all wetland and marsh habitat and vegetation on the site will be removed.

A handwritten signature in blue ink, appearing to be "J. Randy Kyte", written over the version number.

PROJECT IMPACTS

Existing fish or wildlife resources the project could substantially adversely affect include: marsh nesting avian species, amphibians, and other aquatic and terrestrial plant and wildlife species.

The adverse effects the project could have on the fish or wildlife resources identified above include: permanent loss of habitat, potential increases in turbidity in Pleasant Grove Creek through loss of natural settling actions from wetlands and marsh.

STREAM ZONE DEFINED

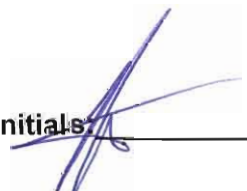
The Stream Zone comprises all components of a stream, including the channel, bed, banks, and floodplains. The Stream Zone is the land, including vegetation, that bounds a lake or the channel of a stream and that defines the lateral extent of their waters.

MEASURES TO PROTECT FISH AND WILDLIFE RESOURCES

1. Administrative Measures

Permittee shall meet each administrative requirement described below.

- 1.1 Documentation at Project Site. Permittee shall make the Agreement, any extensions and amendments to the Agreement, and all related notification materials and California Environmental Quality Act (CEQA) documents, readily available at the project site at all times and shall be presented to DFG personnel, or personnel from another state, federal, or local agency upon request.
- 1.2 Providing Agreement to Persons at Project Site. Permittee shall provide copies of the Agreement and any extensions and amendments to the Agreement to all persons who will be working on the project at the project site on behalf of Permittee, including but not limited to contractors, subcontractors, inspectors, and monitors.
- 1.3 Notification of Conflicting Provisions. Permittee shall notify DFG if Permittee determines or learns that a provision in the Agreement might conflict with a provision imposed on the project by another local, state, or federal agency. In that event, DFG shall contact Permittee to resolve any conflict.
- 1.4 Project Site Entry. Permittee agrees that DFG personnel may enter the project site to verify compliance with the Agreement. DFG personnel may only enter the project site when it is safe to do so. When appropriate, DFG personnel shall contact the Permittee prior to entering the construction area.

Initials: 

- 1.5 Authorized Work. The notification, together with all supporting documents submitted with the notification, is hereby incorporated into this agreement to describe the location and features of the proposed project. The Permittee agrees that all work shall be done as described in the notification and supporting documents, incorporating all project modifications, wildlife resource protection features, mitigation measures, and provisions as described in this agreement. Where apparent conflicts exist between the notification and the provisions listed in this agreement, the Permittee shall comply with the provisions listed in this agreement. The Permittee further agrees to notify DFG of any modifications made to the project plans submitted to DFG. At the discretion of DFG, this agreement will be amended to accommodate modifications to the project plans submitted to DFG and/or new project activities.

2. Avoidance and Minimization Measures

To avoid or minimize adverse impacts to fish and wildlife resources identified above, Permittee shall implement each measure listed below.

- 2.1 Work Period. The time period for completing the work within the stream zone shall be restricted to periods of low stream flow and dry weather. Construction activities shall be timed with awareness of precipitation forecasts and likely increases in stream flow. Construction activities within the stream zone shall cease until all reasonable erosion control measures, inside and outside of the stream zone, have been implemented prior to all storm events. Revegetation, restoration and erosion control work is not confined to this time period.
- 2.2 Work Period Extensions. At DFG's discretion, the work period may be extended based on the extent of the work remaining, on site conditions and reasonably anticipated future conditions. If the Permittee finds more time is needed to complete the authorized activity, the Permittee shall submit a written request for a work period time extension to DFG. The work period extension request shall provide the following information: 1) Describe the extent of work already completed; 2) Provide specific detail of the activities that remain to be completed within the stream zone; and 3) Detail the actual time required to complete each of the remaining activities within the stream zone. The work period extension request should consider the effects of increased stream conditions, rain delays, increased erosion control measures, limited access due to saturated soil conditions, and limited growth of erosion control grasses due to cool weather. Photographs of the work completed and the proposed work areas are helpful in assisting DFG in its evaluation. Time extensions are issued at the discretion of DFG. DFG will have ten calendar days to approve the proposed work period extension. DFG reserves the right to require additional measures designed to protect natural resources.
- 2.3 Stream Diversions / Dewatering. If work in the flowing portion of the stream is unavoidable, the entire stream flow shall be diverted around or through the work area during the excavation and/or construction operations. Stream flow shall be

Initials: _____

diverted using gravity flow through temporary culverts/pipe's or pumped around the work site with the use of hoses. When any dam or other artificial obstruction is being constructed, maintained, or placed in operation, sufficient water shall at all times be allowed to pass downstream to maintain aquatic life below the dam pursuant to Fish and Game Code section 5937. The temperature of the diverted water will not be allowed to become elevated such that it may be deleterious to aquatic organisms downstream. The dissolved oxygen concentration of the diverted water will not be allowed to drop to a level that may be deleterious to downstream aquatic life. Any temporary dam or other artificial obstruction constructed shall only be built from clean materials such as sandbags, gravel bags, water dams, or clean/washed gravel which will cause little or no siltation.

- 2.4 Bird Nests. It is unlawful to take, possess, or needlessly destroy the nest or eggs of any bird except as otherwise provided by the Fish and Game Code. No trees that contain active nests of birds shall be disturbed until all eggs have hatched and young birds have fledged without prior consultation and approval of a Department representative.
- 2.5 Vegetation Removal. Disturbance or removal of vegetation shall not exceed the minimum necessary to complete operations. Except for the trees specifically identified for removal in the notification, no native trees with a trunk diameter at breast height (DBH) in excess of four (4) inches shall be removed or damaged without prior consultation and approval of a Department representative. Using hand tools (clippers, chain saw, etc.), trees may be trimmed to the extent necessary to gain access to the work sites. All cleared material/vegetation shall be removed out of the riparian/stream zone.
- 2.6 Sediment Control. Precautions to minimize turbidity/siltation shall be taken into account during project planning and implementation. This may require the placement of silt fencing, coir logs, coir rolls, straw bale dikes, or other siltation barriers so that silt and/or other deleterious materials are not allowed to pass to downstream reaches. Passage of sediment beyond the sediment barrier(s) is prohibited. If any sediment barrier fails to retain sediment, corrective measures shall be taken. The sediment barrier(s) shall be maintained in good operating condition throughout the construction period and the following rainy season. Maintenance includes, but is not limited to, removal of accumulated silt and/or replacement of damaged silt fencing, coir logs, coir rolls, and/or straw bale dikes. **The use of monofilament netting based erosion control blankets is prohibited within the stream zone or associated riparian areas.** The Permittee is responsible for the removal of non-biodegradable silt barriers (such as plastic silt fencing) or the netting surrounding coir logs and/or rolls, after the disturbed areas have been stabilized with erosion control vegetation (usually after the first growing season). Upon Department determination that turbidity/siltation levels resulting from project related activities constitute a threat to aquatic life, activities associated with the turbidity/siltation shall be halted until effective Department approved control devices are installed or abatement procedures are initiated.

Initials: _____

- 2.7 Pollution Control. Utilize Best Management Practices (BMPs) to prevent spills and leaks into water bodies. If maintenance or refueling of vehicles or equipment must occur on-site, use a designated area and/or a secondary containment, located away from drainage courses to prevent the runoff of storm water and the runoff of spills. Ensure that all vehicles and equipment are in good working order (no leaks). Place drip pans or absorbent materials under vehicles and equipment when not in use. Ensure that all construction areas are covered by a site-wide spill response plan and have proper spill clean up materials (absorbent pads, sealed containers, booms, etc.) to contain the movement of any spilled substances. Any other substances which could be hazardous to aquatic life, resulting from project related activities, shall be prevented from contaminating the soil and/or entering the waters of the state. Any of these materials, placed within or where they may enter a stream or lake by the Applicant or any party working under contract or with the permission of the Permittee, shall be removed immediately. DFG shall be notified immediately by the Permittee of any spills and shall be consulted regarding clean-up procedures.

3. Compensatory Measures

To compensate for adverse impacts to fish and wildlife resources identified above that cannot be avoided or minimized, Permittee shall implement each measure listed below.

- 3.1 Site Restoration. All exposed/disturbed areas and access points within the stream zone left barren of vegetation as a result of the construction activities shall be restored using locally native grass seeds, locally native grass plugs and/or a mix of quick growing sterile non-native grass with locally native grass seeds. Seeded areas shall be covered with broadcast straw and/or jute netted (**monofilament erosion blankets are not authorized**). Riparian trees and native shrubs removed as a result of construction activities shall be mitigated on site to maximum extent possible.
- 3.2 Mitigation Credits. The applicant shall purchase mitigation credits at an approved area mitigation bank at the rate of 1 to1 for habitat removed as a result of the project. The applicant shall submit proof of purchase of the mitigation credits **prior** to the Department's signing of this agreement.

4. Reporting Measures

Permittee shall meet each reporting requirement described below.

- 4.1 The Permittee shall notify DFG within two working days of beginning work within the stream zone of an unnamed tributary and drainage to Pleasant Grove Creek with associated wetlands. Notification shall be submitted as instructed in Contact Information section below. Email notification is preferred.

Initials: _____



- 4.2 Upon completion of the project activities described in this agreement, the work area within the stream zone shall be digitally photographed. Photographs shall be submitted to DFG within two days of completion. Photographs and project commencement notification shall be submitted as instructed in Contact Information section below. Email submittal is preferred.

CONTACT INFORMATION

Any communication that Permittee or DFG submits to the other shall be in writing and any communication or documentation shall be delivered to the address below by U.S. mail, fax, or email, or to such other address as Permittee or DFG specifies by written notice to the other. Refer to the project's Notification Number when submitting documents to DFG.

To Permittee:

Harsch Investment Properties-11 LLC
J. Randy Kyte
1121 SW Salmon Street, Suite 500
Portland, OR 97205
(503) 226-8523
randyk@harsch.com

To DFG:

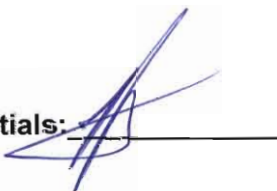
Department of Fish and Game
North Central Region
1701 Nimbus Road, Suite A
Rancho Cordova, CA 95670
Attn: Lake and Streambed Alteration Program
Notification #1600-2010-0104 R2
Fax: 916-358-2912
bhosea@dfg.ca.gov

LIABILITY

Permittee shall be solely liable for any violations of the Agreement, whether committed by Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents or contractors and subcontractors, to complete the project or any activity related to it that the Agreement authorizes.

This Agreement does not constitute DFG's endorsement of, or require Permittee to proceed with the project. The decision to proceed with the project is Permittee's alone.

Initials: _____



SUSPENSION AND REVOCATION

DFG may suspend or revoke in its entirety the Agreement if it determines that Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, is not in compliance with the Agreement.

Before DFG suspends or revokes the Agreement, it shall provide Permittee written notice by certified or registered mail that it intends to suspend or revoke. The notice shall state the reason(s) for the proposed suspension or revocation, provide Permittee an opportunity to correct any deficiency before DFG suspends or revokes the Agreement, and include instructions to Permittee, if necessary, including but not limited to a directive to immediately cease the specific activity or activities that caused DFG to issue the notice.

ENFORCEMENT

Nothing in the Agreement precludes DFG from pursuing an enforcement action against Permittee instead of, or in addition to, suspending or revoking the Agreement.

Nothing in the Agreement limits or otherwise affects DFG's enforcement authority or that of its enforcement personnel.

OTHER LEGAL OBLIGATIONS

This Agreement does not relieve Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, from obtaining any other permits or authorizations that might be required under other federal, state, or local laws or regulations before beginning the project or an activity related to it.

This Agreement does not relieve Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, from complying with other applicable statutes in the FGC including, but not limited to, FGC sections 2050 et seq. (threatened and endangered species), 3503 (bird nests and eggs), 3503.5 (birds of prey), 5650 (water pollution), 5652 (refuse disposal into water), 5901 (fish passage), 5937 (sufficient water for fish), and 5948 (obstruction of stream).

The Permittee shall notify DFG where conflicts exist between the provisions of this agreement and those imposed by other regulatory agencies. Unless otherwise notified, the Permittee shall comply with the provision that offers the greatest protection to water quality, species of special concern and/or critical habitat.

Initials: 

Nothing in the Agreement authorizes Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, to trespass.

AMENDMENT

DFG may amend the Agreement at any time during its term, provided the amendment is mutually agreed to in writing by Permittee and DFG.

TRANSFER AND ASSIGNMENT

This Agreement may not be transferred or assigned to another entity, and any purported transfer or assignment of the Agreement to another entity shall not be valid or effective, unless the transfer or assignment is requested by Permittee in writing, as specified below, and thereafter DFG approves the transfer or assignment in writing.

The transfer or assignment of the Agreement to another entity shall constitute a minor amendment, and therefore to request a transfer or assignment, Permittee shall submit to DFG a completed DFG "Request to Amend Lake or Streambed Alteration" form and include with the completed form payment of the minor amendment fee identified in DFG's current fee schedule (see Cal. Code Regs., tit. 14, § 699.5).

EXTENSIONS

In accordance with FGC section 1605(b), Permittee may request one extension of the Agreement, provided the request is made prior to the expiration of the Agreement's term. To request an extension, Permittee shall submit to DFG a completed DFG "Request to Extend Lake or Streambed Alteration" form and include with the completed form payment of the extension fee identified in DFG's current fee schedule (see Cal. Code Regs., tit. 14, § 699.5). DFG shall process the extension request in accordance with FGC 1605(b) through (e).

If Permittee fails to submit a request to extend the Agreement prior to its expiration, Permittee must submit a new notification and notification fee before beginning or continuing the project the Agreement covers (Fish & G. Code, § 1605, subd. (f)).

EFFECTIVE DATE

The Agreement becomes effective on the date of DFG's signature, which shall be: 1) after Permittee's signature; 2) after DFG complies with all applicable requirements under the California Environmental Quality Act (CEQA); and 3) after payment of the applicable FGC section 711.4 filing fee listed at http://www.dfg.ca.gov/habcon/ceqa/ceqa_changes.html.

TERM

Initials: _____



This Agreement shall expire five years from the date of DFG signature, unless it is terminated or extended before then. All provisions in the Agreement shall remain in force throughout its term. Permittee shall remain responsible for implementing any provisions specified herein to protect fish and wildlife resources after the Agreement expires or is terminated, as FGC section 1605(a)(2) requires.

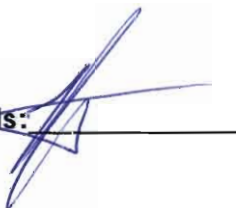
AUTHORITY

If the person signing the Agreement (signatory) is doing so as a representative of Permittee, the signatory hereby acknowledges that he or she is doing so on Permittee's behalf and represents and warrants that he or she has the authority to legally bind Permittee to the provisions herein.

AUTHORIZATION

This Agreement authorizes only the project described herein. If Permittee begins or completes a project different from the project the Agreement authorizes, Permittee may be subject to civil or criminal prosecution for failing to notify DFG in accordance with FGC section 1602.

Initials:



CONCURRENCE

The undersigned accepts and agrees to comply with all provisions contained herein.

FOR HARSCH INVESTMENT PROPERTIES-11 LLC



J. Randy Kyte

Title: Senior Vice President, Director of Development



Date

FOR DEPARTMENT OF FISH AND GAME



Kent Smith

Regional Manager



Date

Prepared by: Bob Hosea
Environmental Scientist

Initials: 



United States Department of the Interior

FISH AND WILDLIFE SERVICE

Sacramento Fish and Wildlife Office
2800 Cottage Way, Room W-2605
Sacramento, California 95825-1846



In reply refer to:
81420-2008-I-0286-1

MAR 18 2008

Mr. Michael S. Jewell
Chief, Regulatory Branch
U.S. Army Corps of Engineers
1325 J Street, Room 1480
Sacramento, California 95814-2922

Subject: Request for Concurrence on the Blue Oaks-Washington Project in
Roseville, Placer County, California

Dear Mr. Jewell:

This letter acknowledges the U.S. Fish and Wildlife Service's (Service) November 6, 2007, receipt of the U.S. Army Corps of Engineers' (Corps) November 1, 2007, letter requesting initiation of section 7 consultation under the Endangered Species Act of 1973, as amended (16 U.S.C. 1531 *et seq.*) (Act). The consultation concerns the possible effects of the proposed Blue Oaks-Washington project (proposed project) on two federally-listed species, the endangered vernal pool tadpole shrimp (*Lepidurus packardii*) and the threatened vernal pool fairy shrimp (*Branchinecta lynchi*) (collectively, the vernal pool crustaceans).

The findings and recommendations in this consultation are based on: (1) the March 31, 2006, *Information to Support Formal Section 7 Consultation, Blue Oaks-Washington Property, Placer County, California*, prepared by ECORP Consulting, Inc. (ECORP); (2) the July 6, 2007, and July 24, 2007, Wet Season 90-day Reports of Findings Regarding Federally Listed Branchiopods for the proposed project; (3) the October 10, 2006, Special-Status Plant Survey for the proposed project; (4) various e-mails between Cynthia Hertzog of ECORP and Jana Milliken of the Service; and (5) other information available to the Service. A complete administrative record is on file at the Sacramento Fish and Wildlife Office.

The proposed project involves construction of a mixed commercial and industrial business park south of Blue Oaks Boulevard, between Washington Boulevard and Industrial Avenue near Roseville. According to the information provided, construction will necessitate the filling of 1.953 acres of seasonal wetland habitat.

TAKE PRIDE
IN AMERICA 

Service guideline-level wet season surveys were completed during the 2005-2006 and 2006-2007 seasons to determine the status of the vernal pool crustaceans on the project site. The Service has determined that, based on the methods and results outlined in the 90-day reports, the surveys were performed adequately and the conditions on the site were appropriate to demonstrate absence of these species on the project site. Therefore, the Service concurs that the proposed project as proposed is not likely to adversely affect the vernal pool crustaceans.

Although not included in your initiation request, the proposed project site is within the range of and contains suitable habitat for the Sacramento orcutt grass (*Orcuttia viscida*) and slender orcutt grass (*Orcuttia tenuis*). The Special-Status Plant Survey did not identify either species occurring on the site, and the Service has determined that the survey was done adequately to demonstrate absence of these species. Therefore, the Service concurs that the proposed project as proposed is not likely to adversely affect the Sacramento orcutt grass and slender orcutt grass.

Unless new information reveals effects of the proposed action that may affect listed species in a manner or to an extent not considered, a new species is listed or critical habitat is designated that may be affected by the proposed project, or if the project description changes, no further action pursuant to the Act is necessary.

If you have any questions or concerns regarding this consultation, please contact Jana Milliken or the Acting Sacramento Valley Branch Chief, at (916) 414-6645.

Sincerely,

A handwritten signature in black ink that reads "Peter A. Cross". The signature is written in a cursive, slightly slanted style.

Peter A. Cross
Deputy Assistant Field Supervisor

cc:

Ms. Cynthia Hertzog, ECORP Consulting, Inc., Rocklin, California

BILL OF SALE

Contract # THRMB-11-10

In consideration of \$447,300.00, receipt of which is hereby acknowledged, **WILDLANDS TOAD HILL HOLDINGS, LLC ("Seller")**, does hereby bargain, sell and transfer to **HARSCH INVESTMENT PROPERTIES, LLC**, an Oregon limited liability company ("**Buyer**"), the following vernal pool creation credits and seasonal wetland mitigation credits from the Toad Hill Ranch Mitigation Bank:

<u>Bank</u>	<u>Impacts Mitigated</u>	<u># Credits</u>	<u>Cost per Credit</u>	<u>Total Cost</u>
Toad Hill Ranch Mitigation Bank	0.708 acres Vernal Pool Creation	0.708	\$350,000.00	\$247,800.00
Toad Hill Ranch Mitigation Bank	1.33 acres Seasonal Wetlands	1.33	\$150,000.00	\$199,500.00
Purchase Price				\$447,300.00

Seller represents and warrants that it has good title to the credits and the property thereon, has good right to sell the same, and they are free and clear of all claims, liens, or encumbrances.

Seller covenants and agrees with Buyer to warrant and defend the sale of the credits hereinbefore described against all and every person and persons whomsoever lawfully claiming or to claim the same.

WILDLANDS TOAD HILL HOLDINGS, LLC

By: _____

Its: **Wildlands, Manager**
Mark Heintz, Manager

Date: 12/15/2011

**AGREEMENT FOR PURCHASE AND SALE OF MITIGATION VALUES
AND RIGHT OF FIRST REFUSAL
(Locust Road – Harsch Investment Properties)**

This Agreement for Purchase and Sale of Mitigation Values and Right of First Refusal ("**Agreement**"), dated for reference purposes only as May 27th, 2009 ("**Effective Date**"), is entered into by and between **WILDLANDS, INC.**, a Delaware corporation ("**Seller**"), and **HARSCH INVESTMENT PROPERTIES, LLC**, an Oregon limited liability company ("**Buyer**"), who agree as follows:

1. Background and General.

(a) Project. Buyer is a developer, and is undertaking the development of a project in the County of Placer, State of California, commonly referred to as the Blue Oaks-Washington Project (the "**Project**"). The Project, if constructed, may unavoidably and adversely impact waters of the United States thereon and certain protected species.

(b) Applicable Agencies. As a part of the approval process for the Project, Buyer must obtain approvals from, among other agencies, the United States Army Corps of Engineers ("**Corps**") and the United States Fish and Wildlife Service ("**USFWS**") to compensate for such impacts by preserving, creating, enhancing and/or restoring wetlands or by purchasing sufficient suitable mitigation values to offset these identified impacts. The Corps and USFWS are collectively referred herein as the "**Applicable Agencies**."

(c) Seller' Business. Seller is the operator of compensatory mitigation projects for impacts to wetlands, protected species and/or protected habitat, and is in the business of locating properties suitable for mitigating such impacts (each, a "**Mitigation Site**").

(d) Locust Road Preserve. Seller is in the process of establishing mitigation values ("**Mitigation Values**") at the Locust Road vernal pool preserve (the "**Locust Road Preserve**"). The Locust Road Preserve contains suitable ground for the restoration/creation of vernal pools ("**Vernal Pool Creation**") and seasonal wetlands ("**Seasonal Wetland Creation**").

(e) Mitigation Activities To Date. As of the Effective Date of this Agreement, Seller is in the process of establishing the Locust Road Preserve for mitigating impacts to wetlands and associated threatened or endangered species through Vernal Pool Creation and Seasonal Wetland Creation. A description of the Locust Road Preserve is attached hereto as Exhibit A and incorporated herein by this reference.

(i) Habitat Restoration Activities. Seller has undertaken substantial activities towards determining the feasibility of the development and restoration/creation of the mitigation values at the Locust Road Preserve. These include, for example, such activities as performing wildlife surveys and resource mapping, soils reconnaissance to explore habitat restoration/creation potential, and other activities.

(ii) Development Narrative. As of the Effective Date of this Agreement, Wildlands has undertaken substantial activities towards establishing the Mitigation Values,

including, without limitation, obtaining a Section 404 Permit from the Corps (reference number SPK-2007-855-SA) and a grading permit from Placer County (reference number DFF-1413), and commencing construction activities in accordance with the Mitigation Documents (as hereinafter defined). Furthermore, Seller has prepared a written description of the development objectives for the Locust Road Preserve (the "**Development Narrative**"), which includes design goals and objectives, descriptions of targeted compensatory habitats, generalized mapping of habitats, water management strategies and long-term vegetation management techniques and funding mechanisms.

(1) Based on the Development Narrative, the Locust Road Preserve is anticipated to yield at least 0.708 acres of Vernal Pool Creation Mitigation Values and at least 1.33 acres of Seasonal Wetland Creation Mitigation Values, and it may be applicable to the amounts necessary to comply with the terms and conditions of Buyer's USFWS biological opinion and its Corps 404 permit (the "**404 Permit**").

(2) Seller has submitted or will be submitting the Development Narrative and a habitat mitigation and monitoring plan (collectively or individually the "**Mitigation Documents**") for approval by the Applicable Agencies in order to allow development of the Locust Road Preserve for wetlands and threatened or endangered species habitat on the Locust Road Preserve.

(f) Advance Mitigation Rights. Buyer desires to secure the right to provide for mitigation of the Project, in advance of construction, in whole or in part, through the purchase of Mitigation Values from the Locust Road Preserve.

(g) Purpose. The purpose of this Agreement is to provide for the purchase and sale of Mitigation Values from the Locust Road Preserve.

2. Purchase and Sale of Allocated Mitigation.

(a) Allocation of Mitigation Values. Pursuant to the terms and conditions of this Agreement, Seller agrees to sell to Buyer and set aside for the exclusive use of Buyer, and Buyer agrees to purchase from Seller, the following-described Mitigation Values from the Locust Road Preserve (the "**Allocated Mitigation** "):

<u>Preserve</u>	<u>Impacts Mitigated</u>	<u>Acreage</u>	<u>Cost per Mitigation Value</u>	<u>Total Cost</u>
Locust Road Preserve	Vernal Pool Creation	0.708 acres	\$350,000.00	\$247,800.00
Locust Road Preserve	Seasonal Wetlands	1.33 acres	\$150,000.00	\$199,500.00
Purchase Price				\$447,300.00

(b) Purchase Price; Payment. The purchase price ("**Purchase Price**") for the Allocated Mitigation shall be Four Hundred Forty-Seven Thousand Three Hundred and No/100ths Dollars (\$447,300.00), which was determined by multiplying the amount of the Allocated Mitigation by the cost per Mitigation Value in accordance with Section 2 above. The Purchase Price shall be paid by Buyer to Seller as follows:

(i) First Deposit. On or before June 1, 2009, Buyer shall deliver to Seller the amount of Forty-Four Thousand Seven Hundred Thirty and No/100ths Dollars (\$44,730.00) (the "**First Deposit**"). Except in the event of a default by Seller, the First Deposit shall become nonrefundable upon Buyer's delivery of the First Deposit to Seller.

(ii) Application of Deposit. The First Deposit shall be credited to the Purchase Price at the Closing (as hereinafter defined).

(iii) Balance at Closing. On or before the Closing, Buyer shall deliver to Seller the balance of the Purchase Price, in immediately available funds.

(c) Closing. For purposes of this Agreement, "**Closing**" shall be defined as the date on which Seller delivers to Buyer a Bill of Sale, which shall be in the form attached hereto as Exhibit B and incorporated herein by this reference. The Closing shall occur on or before December 31, 2009 (the "**Closing Date**").

(d) Failure to Close. If Buyer fails to pay the balance of the Purchase Price by the Closing Date, then Seller shall be entitled to retain the Deposit as liquidated damages pursuant to Section 7 below, and Seller shall automatically be released from its obligation to sell the Allocated Mitigation to Buyer pursuant to this Section 2, and Buyer's right to purchase the Allocated Mitigation pursuant to the provisions of this Section 2 shall automatically terminate. In such event, Buyer shall have a right of first refusal to purchase the Allocated Mitigation pursuant to the provisions of Section 3 below.

3. Right of First Refusal. The provisions of this Section 3 shall apply if, and only if, Buyer fails to purchase the Allocated Mitigation and pay the balance of the Purchase Price by the Closing Date pursuant to Section 2 above.

(a) Buyer's Right of First Refusal. Seller hereby grants to Buyer the right of first refusal (the "**Right of First Refusal**") to purchase the Allocated Mitigation, and any portions thereof, upon the terms and conditions set forth in this Section 3.

(b) Term. The term of the Right of First Refusal ("**Refusal Term**") shall commence on January 1, 2010, and, unless sooner terminated, shall continue until December 15, 2011.

(c) Additional Deposits. As additional consideration for the Right of First Refusal granted by Seller to Buyer hereunder, Buyer shall pay the following additional amounts to Seller:

(i) Second Deposit. As a condition to the effectiveness of the Right of First Refusal, on or before December 31, 2009, Buyer shall deliver to Seller the additional amount of Forty-Four Thousand Seven Hundred Thirty and No/100ths Dollars (\$44,730.00) (the "**Second Deposit**"). Except in the event of a default by Seller, the Second Deposit shall become nonrefundable upon Buyer's delivery of the Second Deposit to Seller.

(ii) Third Deposit. On or before June 1, 2010, Buyer shall deliver to Seller the amount of Forty-Four Thousand Seven Hundred Thirty and No/100ths Dollars (\$44,730.00) (the "**Third Deposit**"). Except in the event of a default by Seller, the Third Deposit shall become nonrefundable upon Buyer's delivery of the First Deposit to Seller.

(iii) Fourth Deposit. On or before December 31, 2010, Buyer shall deliver to Seller the additional amount of Forty-Four Thousand Seven Hundred Thirty and No/100ths Dollars (\$44,730.00) (the "**Fourth Deposit**"). Except in the event of a default by Seller, the Fourth Deposit shall become nonrefundable upon Buyer's delivery of the Second Deposit to Seller.

(iv) Fifth Deposit. On or before June 1, 2011, Buyer shall deliver to Seller the additional amount of Forty-Four Thousand Seven Hundred Thirty and No/100ths Dollars (\$44,730.00) (the "**Fifth Deposit**"). Except in the event of a default by Seller, the Fifth Deposit shall become nonrefundable upon Buyer's delivery of the Second Deposit to Seller.

(v) Application of Deposits. The First Deposit, Second Deposit, Third Deposit, Fourth Deposit and Fifth Deposit, to the extent paid, are each individually referred to herein as a "**Deposit**" and collectively referred to herein as the "**Deposits**." In the event that Seller sends Buyer an Offer Notice (as hereinafter defined) pursuant to the provisions of this Section 3 and Buyer timely exercises its Right of First Refusal in accordance with the provisions of this Section 3, the Deposits shall be credited to the Purchase Price at the Closing for the Resale Allocated Mitigation (as hereinafter defined); provided, however, in the event that the Resale Allocated Mitigation is less than the total Allocated Mitigation (i.e., 0.708 acres of vernal pool creation and 1.33 acres of season wetlands), the Deposits shall be credited to the Purchase Price on a prorata basis based upon the acreage of the Resale Allocated Mitigation.

(vi) Example of Application of Deposits. For example, if the Resale Allocated Mitigation consists of 0.354 acres of vernal pool creation and 0.665 acres of seasonal wetlands (i.e., one-half of the Allocated Mitigation), and if Buyer has paid the First Deposit, Second Deposit and Third Deposit as of the date of the Closing for such Resale Allocated Mitigation,

then the amount of Sixty-Seven Thousand Ninety-Five and No/100ths Dollars (\$67,095.00) (i.e., one-half of the Deposits paid by Buyer to Seller as of the date of the Closing for such Resale Allocated Mitigation) would be credited to the Purchase Price for such Resale Allocated Mitigation, and the remainder of the Deposits (including the Fourth Deposit and the Fifth Deposit, to the extent paid thereafter) would be applicable on a prorata basis to the Purchase Price allocable to any additional portion of the Resale Allocated Mitigation that is acquired by Buyer pursuant to the provisions of this Section 3.

(vii) Failure to Pay Deposits. In the event that Buyer fails to pay any Deposit by the date on which such Deposit is due, Buyer's Right of First Refusal shall automatically terminate on such date, and Seller shall thereafter have no further obligation to sell the Allocated Mitigation to Buyer. Provided, however, that if Buyer fails to pay a Deposit when due then Seller shall send Buyer written notice of the failure and Buyer shall have ten (10) days from the date of the notice to pay the Deposit.

(d) Substitution of Allocated Mitigation. Seller is in the process of obtaining all necessary approvals and permits from the Applicable Agencies for the establishment of the Toad Hill Ranch Mitigation Bank, which consists of approximately 1,630 acres and is located at Sunset Boulevard West and Brewer Road in Placer County, California (the "**Toad Hill Bank**"). The Toad Hill Bank contains suitable ground for the restoration/creation of vernal pools and seasonal wetlands. A description of the Toad Hill Bank is attached hereto as Exhibit C and incorporated herein by this reference. The Toad Hill Bank will allow for impacts to waters of the United States, covered species and covered habitat to be mitigated or compensated through credits from the Toad Hill Bank, and such credits will include vernal pool creation credits and seasonal wetlands credits (the "**Toad Hill Credits**"). Seller shall have the right at any time during the Refusal Term to substitute the Allocated Mitigation with Toad Hill Credits, provided that the Toad Hill Bank has been approved by the Applicable Agencies, the Toad Hill Credits are available for use and that the Toad Hill Credits consist of the same amount and same type as the Allocated Mitigation described in Section 2(a) above (0.708 acres of vernal pool creation and 1.33 acres of season wetlands). In the event that Seller elects to replace the Allocated Mitigation with Toad Hill Credits, Seller shall provide Buyer with written notice of such replacement. In such event, the term "Allocated Mitigation" shall mean the Toad Hill Credits. Buyer shall have no interest in the Toad Hill Credits unless and until such time as Seller notifies Buyer that Seller has elected to substitute the Mitigation Values from the Locust Road Preserve with the Toad Hill Credits

(e) Notice. If Seller desires to transfer the Allocated Mitigation or any portion of the Allocated Mitigation (individually and collectively, the "**Resale Allocated Mitigation**"), then, prior to transferring the Resale Allocated Mitigation or entering into any agreement to do so, Seller shall provide Buyer with written notice of its intent to transfer the Resale Allocated Mitigation (the "**Offer Notice**"). The Offer Notice shall contain a copy of the proposed offer which Seller desires to accept, the agreement Seller is about to enter into or other document between Seller and its purchaser which verifies the amount of the Resale Allocated Mitigation; provided, however, Seller shall have the right to redact all other terms of the offer.

(f) Exercise. Buyer shall have the irrevocable right to exercise its Right of First Refusal for a period of fifteen (15) business days (the "**Exercise Period**") following Buyer's receipt of the Offer Notice.

(g) Manner of Exercise. Exercise shall be by written notice of exercise ("**Exercise Notice**"), sent to Seller within the Exercise Period.

(h) Terms of Repurchase. If Buyer exercises its Right of First Refusal, Seller shall sell the Resale Allocated Mitigation to Buyer on the same terms and conditions set forth in this Agreement, except that the Closing will occur within fifteen (15) calendar days after the date on which Buyer delivers the Exercise Notice to Seller. The purchase price for the Resale Allocated Mitigation shall be calculated pursuant to Sections 2(a) and 2(b) above (\$350,000.00/vernal pool creation acre/credit and \$150,000.00/seasonal wetland acre/credit).

(i) Failure to Exercise. If Buyer fails to exercise its Right of First Refusal by the end of the Exercise Period, Seller may thereafter transfer the Resale Allocated Mitigation described in the Offer Notice to the transferee named therein.

(i) If the Resale Allocated Mitigation is transferred within ninety (90) days following Buyer's failure to exercise its Right of First Refusal or such longer time as may be provided in the Offer Notice, upon such transfer, this Right of First Refusal shall automatically terminate with respect to the Resale Allocated Mitigation.

(ii) If the Resale Allocated Mitigation is not transferred within ninety (90) days following Buyer's failure to exercise their Right of First Refusal or such longer time as may be provided in the Offer Notice, Seller may not thereafter transfer the Resale Allocated Mitigation without again complying with the provisions of this Section 3 and giving Buyer another opportunity to purchase the Resale Allocated Mitigation in accordance with the terms of this Section 3.

(j) Exempt Transactions. Buyer's Right of First Refusal shall not apply to any transfer from Seller to an individual or entity controlled by, or under common control with, Seller (including any limited partnership whose general partner is Seller, or is controlled by, or under common control with, Seller) (each, an "**Affiliate**"). The Right of First Refusal shall apply to any subsequent transfer by the Affiliate, however.

4. Preserve Activities.

(a) Qualification, Continued Qualification of Preserves. Seller shall qualify and shall maintain the qualification of the Locust Road Preserve by performing the following activities:

(i) Analysis and Verification. To the extent they have not already done so, Seller's specialists shall review, analyze and verify the biological attributes, soil types and conditions, hydrological resources and other factors to the degree required to submit the Locust Road Preserve to the Applicable Agencies as a suitable location for the Allocated Mitigation.

(ii) Mitigation Site Documentation. To the extent not otherwise available or previously prepared and submitted with respect to the Locust Road Preserve, Seller shall prepare and submit the following documentation to the Applicable Agencies:

(1) The Development Narrative;

(2) The Mitigation Documents;

(3) The various legal and administrative documents which are reasonably necessary to enable the Locust Road Preserve to be endorsed by the Applicable Agencies, which may include, by way of example, a conservation easement affecting the Mitigation Site; and

(4) Permits and surveys required by the Applicable Agencies in order to approve the documents described above, including, without limitation, those required to implement such documents.

(iii) Development Arrangements. To the extent Seller has not already done so, Seller shall enter into such arrangements as may be necessary or convenient to enable Seller to develop the Allocated Mitigation on the Locust Road Preserve.

(b) Development of Preserves. To the extent Seller has not already done so, Seller shall cause the Allocated Mitigation portion of the Locust Road Preserve to be developed in the manner described in the Mitigation Documents.

(i) Permits, Etc. Seller shall be responsible for obtaining permits, performing surveys or studies and preparing other documents that are required for the implementation of the Mitigation Documents.

(ii) Construction and Other Work. Seller shall be responsible for the construction or other work on the Locust Road Preserve required by the Mitigation Documents.

(c) Maintenance of the Locust Road Preserve. Seller shall provide for the long-term maintenance, monitoring and management of the Locust Road Preserve in a manner that is comparable to the maintenance, monitoring and management of similar mitigation sites. Seller shall monitor and make reports to the Applicable Agencies on the status of the Locust Road Preserve.

(d) Toad Hill Bank. In the event that Seller elects to substitute the Allocated Mitigation with the Toad Hill Credits, the provisions of this Section 4 shall thereafter apply with respect to the Toad Hill Bank as opposed to the Locust Road Preserve.

5. Limitation of Obligations, Rights of Buyer.

(a) Limitation of Obligations. Buyer's obligations under this Agreement shall be limited to the payment of the Purchase Price. Buyer shall have no obligation whatsoever by reason of the use of the Locust Road Preserve or the Toad Hill Bank for the Allocated Mitigation, to support, pay for, monitor, report on, sustain, continue in perpetuity or otherwise be

obligated or liable for the success or continued expense or maintenance in perpetuity of the Locust Road Preserve or the Toad Hill Bank. As set forth above, Seller shall be fully and completely responsible therefore and for satisfying any and all conditions placed on the Locust Road Preserve (or the Toad Hill Bank, if applicable) by the Applicable Agencies.

(b) Limitation of Rights to Preserves. Nothing in this Agreement shall result in Buyer having any right, title or interest in the Locust Road Preserve or the Toad Hill Bank greater than that specifically granted by this Agreement. Buyer's sole right shall be to have Seller's obligations with respect to the Locust Road Preserve (or the Toad Hill Bank, if applicable) serve as the required mitigation for the Project if and when the Applicable Agencies approve the Allocated Mitigation.

(c) Joint Use. Upon Buyer's delivery of the balance of the Purchase Price to Seller, Seller shall reserve the Allocated Mitigation for the sole use of Buyer, and shall deliver to Buyer a Bill of Sale evidencing the sale of the Allocated Mitigation to Buyer. This reservation shall in no way restrain Seller from selling to others the remaining Mitigation Values at the Locust Road Preserve or the remaining credits at the Toad Hill Bank, so long as the aggregate number of Mitigation Values sold to all parties, including Buyer, from the Locust Road Preserve (or the Toad Hill Bank, if applicable), does not exceed the aggregate number of Mitigation Values available at the Locust Road Preserve (or credits available at the Toad Hill Bank, if applicable). Seller hereby represents to Buyer that no person or entity other than Buyer has any rights in or right to acquire or obtain any interest in the Allocated Mitigation, and as long as this Agreement remains in force, Seller will not transfer, option, mortgage, pledge or convey its interest in the Allocated Mitigation.

(d) Project Approvals. Buyer shall be solely responsible to the Applicable Agencies to mitigate the impacts of the Project with the Allocated Mitigation. In that regard, Seller has made and makes no representation, warranty or guaranty that the Applicable Agencies will approve the Locust Road Preserve or the Toad Hill Bank as suitable mitigation for the Project or that the Allocated Mitigation will be sufficient to fully mitigate the impacts of the Project. Notwithstanding the foregoing provision, Seller shall reasonably cooperate with Buyer's efforts to obtain the Applicable Agencies' approval of the use of the Allocated Mitigation for Buyer's Project by providing information required by the Applicable Agencies and executing documents required by the Applicable Agencies.

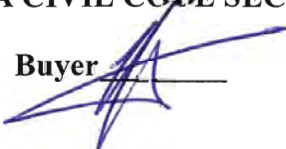
(e) Limitations on Assignment; Transfer. Buyer acknowledges that Seller is not willing to sell the Allocated Mitigation which could be resold in competition with the remaining the Mitigation Values available for sale from the Locust Road Preserve or the Toad Hill Bank, if applicable. Accordingly, Buyer shall be prohibited from transferring any Mitigation Values (or Toad Hill Credits, if applicable) to a third party without the prior written consent and approval of Seller, which Seller may withhold in its sole and absolute discretion.

6. Seller' Right To Create a Conservation Bank; Mitigation Bank. Seller specifically reserves the right to create a mitigation bank or conservation bank on the Locust Road Preserve. If Seller elects to do so, in Seller' sole discretion: (a) the Allocated Mitigation shall be provided in the form of conservation bank credits or mitigation bank credits; (b) Buyer shall have no

obligations with respect to the conservation bank or mitigation bank; and (c) Buyer shall have no rights to any proceeds or excess credits of the conservation bank or mitigation bank.

7. Default by Buyer; Liquidated Damages. BUYER RECOGNIZES THAT THE ALLOCATED MITIGATION WILL BE REMOVED BY SELLER FROM THE MARKET DURING THE EXISTENCE OF THIS AGREEMENT, AND THAT IF THE CLOSING DOES NOT OCCUR BECAUSE OF BUYER'S DEFAULT, IT WOULD BE EXTREMELY DIFFICULT AND IMPRACTICAL TO ASCERTAIN THE EXTENT OF THE DETRIMENT TO SELLER. THE PARTIES HAVE DETERMINED AND AGREED THAT THE ACTUAL AMOUNT OF DAMAGES THAT WOULD BE SUFFERED BY SELLER AS A RESULT OF ANY SUCH DEFAULT IS DIFFICULT OR IMPRACTICABLE TO DETERMINE AS OF THE DATE OF THIS AGREEMENT AND THAT THE AMOUNT OF THE DEPOSIT IS A REASONABLE ESTIMATE OF THE AMOUNT OF SUCH DAMAGES. FOR THESE REASONS, THE PARTIES AGREE THAT IF THE CLOSING DOES NOT OCCUR BECAUSE OF BUYER'S DEFAULT, THAT THE DEPOSIT SHALL BE FORFEITED TO SELLER AS LIQUIDATED DAMAGES. UPON ANY SUCH BREACH OR DEFAULT BY BUYER HEREUNDER, THIS AGREEMENT SHALL BE TERMINATED, AND NEITHER PARTY SHALL HAVE ANY FURTHER RIGHTS OR OBLIGATIONS HEREUNDER, EACH TO THE OTHER, EXCEPT FOR THE RIGHT OF SELLER TO RETAIN SUCH LIQUIDATED DAMAGES. DELIVERY TO AND RETENTION OF THE DEPOSIT AMOUNT SHALL BE SELLER'S SOLE AND EXCLUSIVE REMEDY AGAINST BUYER IN THE EVENT OF A MATERIAL DEFAULT OR BREACH BY BUYER RESULTING IN THE FAILURE OF CLOSING, AND SELLER WAIVES ANY AND ALL RIGHT TO SEEK OTHER RIGHTS OR REMEDIES AGAINST BUYER FOR SUCH MATERIAL DEFAULT, INCLUDING WITHOUT LIMITATION, SPECIFIC PERFORMANCE. THE PAYMENT AND RETENTION OF SUCH AMOUNT AS LIQUIDATED DAMAGES IS NOT INTENDED AS A FORFEITURE OR PENALTY WITHIN THE MEANING OF CALIFORNIA CIVIL CODE SECTIONS 3275 OR 3369, BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO SELLER PURSUANT TO CALIFORNIA CIVIL CODE SECTIONS 1671, 1676 AND 1677. SELLER HEREBY WAIVES THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 3389.

Seller 

Buyer 

8. Miscellaneous Provisions.

(a) Ownership of Documents. All work papers, drawings, internal memoranda of any kind, photographs, and any written or graphic material, however produced, prepared by Seller in connection with its performance of services hereunder shall be, and shall remain after termination of this Agreement, the property of Seller, and may be used by Seller for any purpose whatsoever. Seller agrees to return to Buyer upon termination of this Agreement all documents, drawings, photographs and other written or graphic material, however produced, received from Buyer and used by Seller in the performance of its services hereunder.

(b) Notices. All notices, demands, consents, requests or other communications required to or permitted to be given pursuant to this Agreement shall be in writing, shall be given only in accordance with the provisions of this Section, shall be addressed to the parties in the manner set forth below, and shall be conclusively deemed to have been properly delivered: (a) upon receipt when hand delivered during normal business hours; (b) upon receipt when sent by facsimile prior to 5:00 p.m. of a given business day (otherwise such receipt is deemed as of the following business day) to the number set forth below (provided, however, that notices given by facsimile shall not be effective unless the sending party's machine provides written confirmation of successful delivery thereof); (c) upon the day of delivery if the notice has been deposited in a authorized receptacle of the United States Postal Service as first-class, registered or certified mail, postage prepaid, with a return receipt requested (provided that the sender has in its possession the return receipt to prove actual delivery); or (d) one (1) Business Day after the notice has been deposited with either FedEx or United Parcel Service to be delivered by overnight delivery (provided that the sending party receives a confirmation of actual delivery from the courier). The addresses of the parties to receive notices are as follows:

To Seller: Wildlands, Inc.
3855 Atherton Road
Rocklin, California 95765
Attention: Mark Heintz, Vice President and General Counsel
Telephone: (916) 435-3555
Facsimile: (916) 435-3556

To Buyer: Harsch Investment Properties, LLC
1121 SW Salmon Street, 5th Floor
Portland, Oregon 97205
Attention: Legal Department
Telephone: (503) 242-2900
Facsimile: (503) 274-2093

Any party may change its address for purposes of this section by giving the other party written notice of the new address in the manner set forth above.

(c) Partial Invalidity. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Agreement shall be valid, and shall be enforced to the fullest extent permitted by law.

(d) Waivers. No waiver of any breach of any covenant or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof, or of any other covenant or provision herein contained. No extension of time for performance of any obligation or act shall be deemed an extension of time for performance of any other obligation or act except those of the waiving party, which shall be extended by a period of time equal to the period of the delay.

(e) Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the permitted successors and assigns of the parties hereto.

(f) Resolution of Disputes; Arbitration. Any dispute, controversy or claim arising out of or relating to this Agreement, including any dispute relating to interpretation of or performance under the Agreement ("**Dispute**"), shall be resolved in the manner set forth in this Section 8(f), which shall be in lieu of litigation in any court, and the parties specifically waive any right to a jury trial of any Dispute between them.

(i) Negotiation. The parties will attempt in good faith to resolve the Dispute promptly by negotiations between senior representatives of the parties who have the authority to settle the Dispute (each a "**Representative**").

(ii) ARBITRATION OF DISPUTES. In the event the Representatives are not able to resolve the Dispute within thirty (30) days following the date one party first notifies the other party of the Dispute in writing, the Dispute shall be resolved by binding arbitration before a retired judge of the Superior Court, Appellate Court or Supreme Court of the State of California (the "**Arbitrator**") in accordance with the following provisions:

(1) The parties stipulate and agree that any and all necessary parties may be joined in the arbitration, but the parties agree to proceed with arbitration of all Disputes between themselves even if other parties refuse to participate. The parties specifically waive any objection to arbitration based on the failure or refusal of any other party to be joined.

(2) The arbitration shall be initiated by written notice (the "**Arbitration Notice**") of a demand to arbitrate by registered or certified mail sent by one party to the other party. The Arbitration Notice shall include a plain statement of the Dispute and the relief requested. It shall attach the documents the party demanding arbitration relies upon and a detailed statement of the expected testimony of witnesses, including expert witnesses. Within thirty (30) days of receipt of the Arbitration Notice, the responding party shall provide its own plain statement of the Dispute, together with documents it intends to rely upon and the expected testimony of witnesses, including expert witnesses. The parties shall each advance one-half of the Arbitrator's fee, as fixed and required by the Arbitrator in order to initiate the arbitration, although they shall ultimately bear responsibility for such fee as determined by the Arbitrator.

(3) The parties shall attempt to agree on an Arbitrator. If they are unable to agree, either party may petition the presiding judge of the Superior Court for the County of Placer to appoint the Arbitrator.

(4) The Arbitrator shall have the power to grant all legal and equitable remedies, including, but not limited to, injunction, specific performance, reformation, cancellation, accounting and compensatory damages, except that under no circumstances shall either party be liable for and the Arbitrator shall not have the power to award any special, consequential or punitive damages. The Arbitrator shall issue a binding decision within thirty (30) days of the conclusion of the arbitration. The Arbitrator's decision shall be conclusive and binding, and it may be confirmed thereafter as a judgment by the Superior Court of the State of California, subject only to challenge on the grounds set forth in California Code of Civil

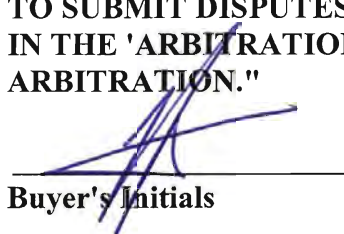
Procedure Section 1286.2. The validity and enforceability of the Arbitrator's decision is to be determined exclusively by the California courts pursuant to the provisions of this Section 8(f).

(5) The Arbitrator may award reasonable attorneys' fees and costs, including the Arbitrator's fees and expert fees, to the "Prevailing Party." For purposes of this section, the "**Prevailing Party**" shall be the party which substantially obtains or successfully resists the equitable relief sought or the party which obtains a net monetary recovery, exclusive of attorneys' fees and costs UNLESS the net monetary recovery is equal to or less than the amount of a written offer from the opposing party made after the negotiations described in Section 8(f)(i). The Arbitrator shall have exclusive and binding authority to determine entitlement to attorneys' fees and costs, including Arbitrator's and experts' fees, under this section.

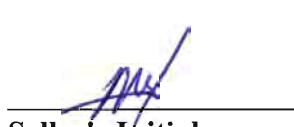
(6) The arbitration shall be conducted in Placer County, California. Any party may be represented by counsel or other authorized representative.

"NOTICE: BY INITIALLING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALLING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

"WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION."



Buyer's Initials



Seller's Initials

(g) Attorneys' Fees Defined. For the purpose of this Agreement, the terms "attorneys' fees" or "attorneys' fees and costs" shall mean the fees and expenses of counsel to the parties hereto, which may include printing, photostating, duplicating and other expenses, air freight charges, and fees billed for law clerks, paralegals, librarians and others not admitted to the bar but performing services under the supervision of an attorney. The terms "attorneys' fees" or "attorneys' fees and costs" shall also include, without limitation, all such fees and expenses

incurred with respect to appeals, arbitrations and bankruptcy proceedings, and whether or not any action or proceeding is brought with respect to the matter for which said fees and expenses were incurred. The term "attorney" shall have the same meaning as the term "counsel."

(h) Entire Agreement. This Agreement (including all Exhibits attached hereto) is the final expression of, and contains the entire agreement between, the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto. This Agreement may not be modified, changed, supplemented, superseded, canceled or terminated, nor may any obligations hereunder be waived, except by written instrument signed by the party to be charged or by its agent duly authorized in writing or as otherwise expressly permitted herein. The parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the parties hereto and lawful assignees.

(i) Time of Essence. Seller and Buyer hereby acknowledge and agree that time is strictly of the essence with respect to each and every term, condition, obligation and provision under this Agreement and that failure to timely perform any of the terms, conditions, obligations or provisions hereof by either party shall constitute a material breach of and a non curable (but waivable) default under this Agreement by the party so failing to perform.

(j) Relationship of Parties. Nothing contained in this Agreement shall be deemed or construed by the parties to create the relationship of principal and agent, a partnership, joint venture or any other association between Buyer and Seller, except as provided in this Agreement.

(k) Construction. Headings at the beginning of each paragraph and subparagraph are solely for the convenience of the parties and are not a part of the Agreement. Whenever required by the context of this Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties had prepared the same. Unless otherwise indicated, all references to paragraphs, sections, subparagraphs and subsections are to this Agreement. All exhibits referred to in this Agreement are attached and incorporated by this reference.

(l) Exhibits. The exhibits to this Agreement, are hereby incorporated by reference into this Agreement.

(m) Choice of Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any suit, action or proceeding brought under the scope of this Agreement shall be brought and maintained to the extent allowed by law in the County of Placer, California.

(n) Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

(o) Days of Week. A "**Business Day**," as used herein, shall mean any day other than a Saturday, Sunday or holiday, as defined in Section 6700 of the California Government

Code. If any date for performance herein falls on a day other than a Business Day, the time for such performance shall be extended to 5:00 p.m. on the next Business Day.

(p) Representation by Counsel. Notwithstanding any rule or maxim of construction to the contrary, any ambiguity or uncertainty shall not be construed against either Buyer or Seller based upon authorship of any of the provisions hereof. Buyer and Seller each hereby warrant, represent and certify to the other as follows: (a) that the contents of this Agreement have been completely and carefully read by the representing party and counsel for the representing party; (b) that the representing party has been separately represented by counsel and the representing party is satisfied with such representation; (c) that the representing party's counsel has advised the representing party of, and the representing party fully understands, the legal consequences of this Agreement; and (d) that no other person (whether a party to this Agreement or not) has made any threats, promises or representations of any kind whatsoever to induce the execution hereof, other than the performance of the terms and provisions hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates set forth below.

BUYER:

**HARSCH INVESTMENT
PROPERTIES, LLC**, an Oregon limited
liability company

By: [Signature]

Date: 5/29/09

Its: SVP, DIRECTOR OF DEVELOPMENT

SELLER:

WILDLANDS, INC., a Delaware
corporation

By: [Signature]

Date: 5/27/2009

Its: COO - General Counsel

Exhibit A

LOCUST ROAD PRESERVE

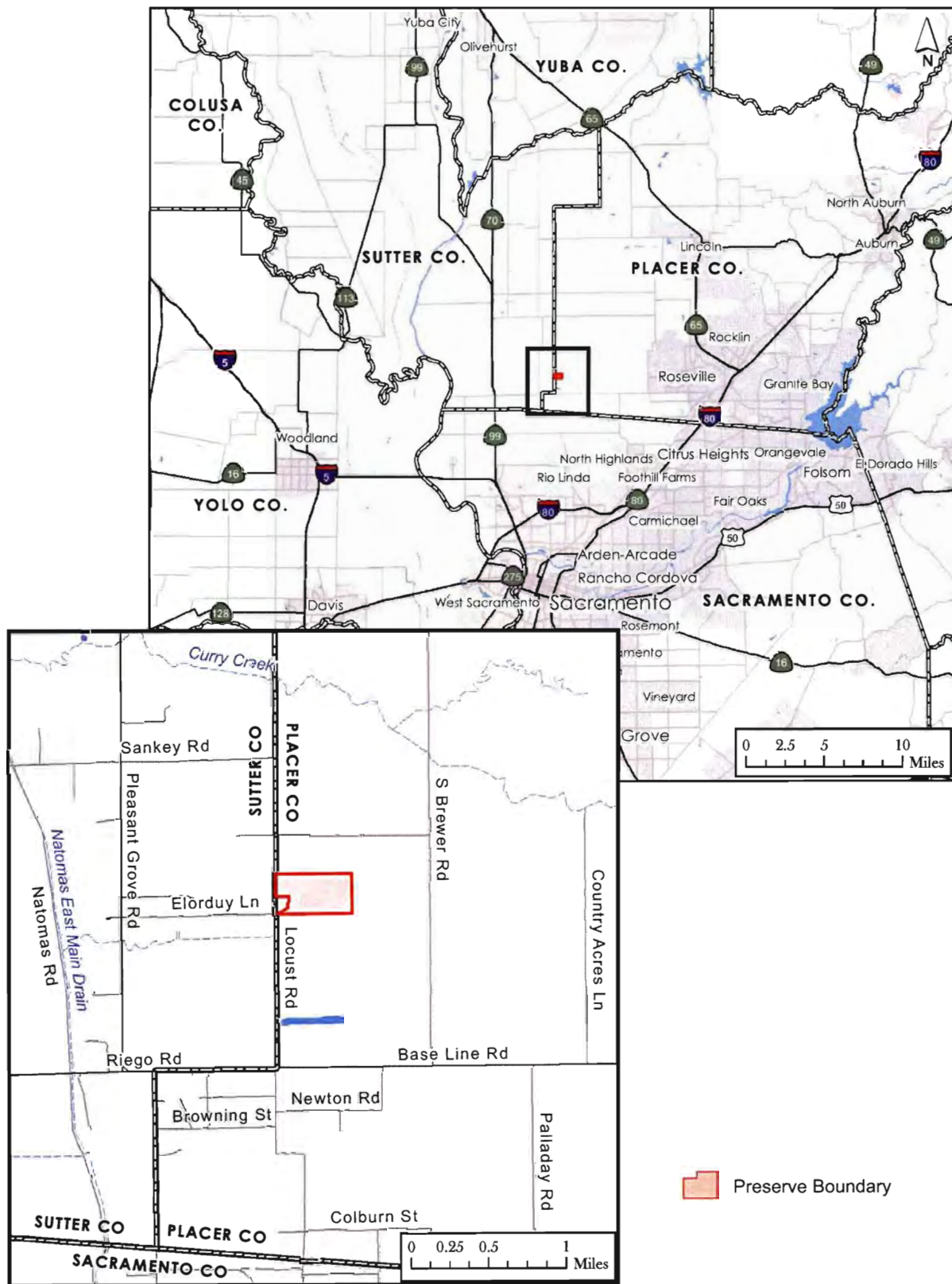


Exhibit B

BILL OF SALE

Contract # _____

In consideration of \$447,300.00, receipt of which is hereby acknowledged, **WILDLANDS, INC.**, a Delaware corporation ("**Seller**"), does hereby bargain, sell and transfer to **HARSCH INVESTMENT PROPERTIES, LLC**, an Oregon limited liability company ("**Buyer**"), the following vernal pool creation and seasonal wetlands mitigation values ("**Mitigation Values**") from the Locust Road Preserve:

<u>Preserve</u>	<u>Impacts Mitigated</u>	<u>Acreage</u>	<u>Cost per Mitigation Value</u>	<u>Total Cost</u>
Locust Road Preserve	Vernal Pool Creation	0.708 acres	\$350,000.00	\$247,800.00
Locust Road Preserve	Seasonal Wetlands	1.33 acres	\$150,000.00	\$199,500.00
Purchase Price				\$447,300.00

Seller represents and warrants that it has good title to the Mitigation Values and the property thereon, has good right to sell the same, and they are free and clear of all claims, liens, or encumbrances.

Seller covenants and agrees with Buyer to warrant and defend the sale of the Mitigation Values hereinbefore described against all and every person and persons whomsoever lawfully claiming or to claim the same.

WILDLANDS, INC.,
a Delaware corporation

By: _____

Its: _____

Date: _____

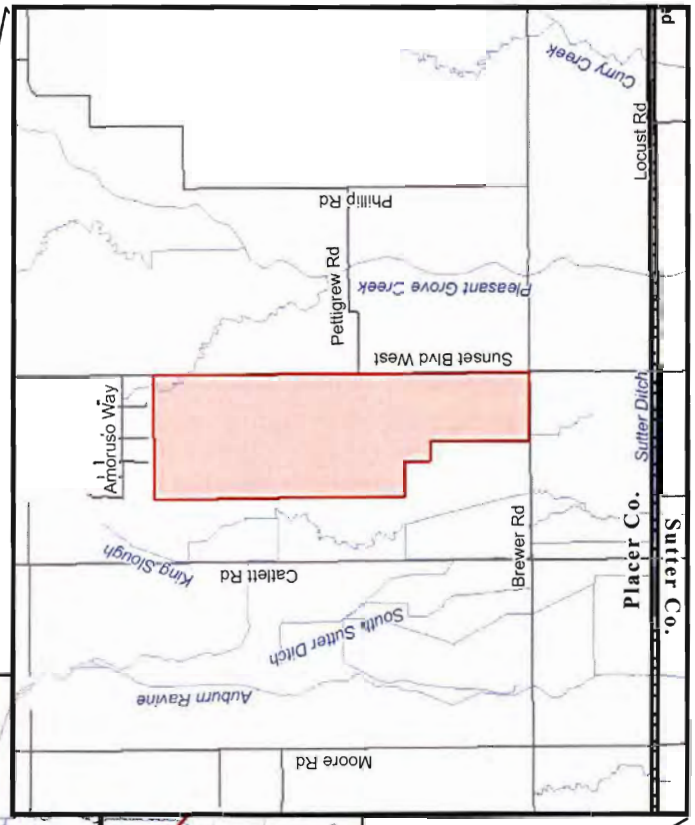
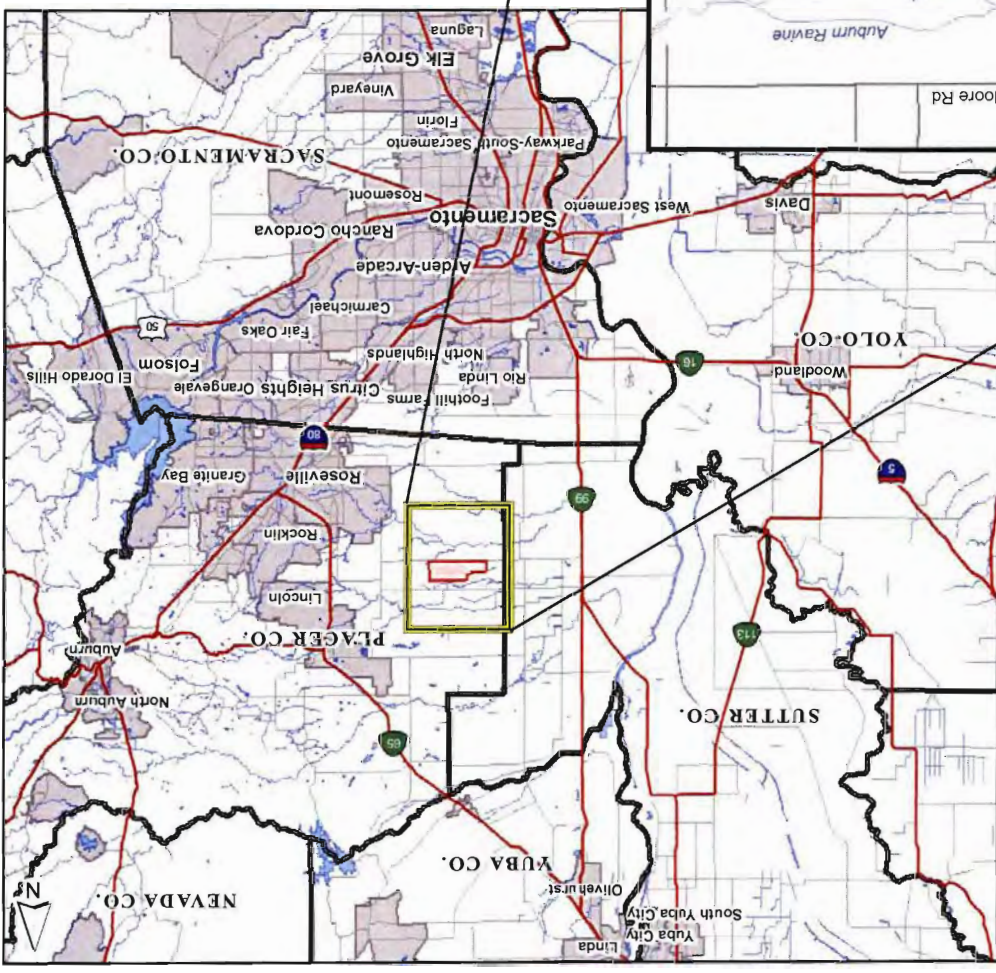
Exhibit C

TOAD HILL BANK



Exhibit C
General Vicinity Map

Bank Boundary



WILDLANDS
Toad Hill Ranch Mitigation Bank

APPENDIX B:

PRE-CONSTRUCTION SURVEY REPORT (ECORPS: MARCH 19, 2015)



March 19, 2015

Ms. Erica Gray
Development Coordinator
Harsch Investment Properties
1121 SW Salmon Street, Suite 500
Portland, Oregon 97205

**RE: *Blue Oaks Commerce Center, City of Roseville, Placer County, California –
Preconstruction Nesting Bird Survey***

Dear Ms. Gray:

At your request, ECORP Consulting, Inc. (ECORP) conducted a nesting bird survey for the Blue Oaks Commerce Center project site located in the City of Roseville, Placer County, California. The project site is bounded by Blue Oaks Boulevard on the north, Industrial Avenue on the west, and Washington Boulevard on the east. This survey included all trees and open areas located within the project site, and all suitable habitats within publicly accessible areas within 300 feet of the project.

The Federal Migratory Bird Treaty Act (MBTA) protects most naturally occurring birds (including common species) and makes it illegal to take, possess, export, transport, sell, purchase, barter or offer for sale, purchase, or barter any migratory bird, or the parts, nests, or eggs of such a bird except under the terms of a valid permits issued pursuant to Federal regulations. The California Fish and Game Code §3503 makes it unlawful to take, possess, or needlessly destroy the nest or eggs of any bird, except as otherwise provided by this code or any regulation pursuant thereto. All raptors (owls, hawks, eagles, and falcons), including their nests, are protected from take pursuant to the California Fish and Game Code §3503.5, and the MBTA, among other federal and state regulations. Potential tree-nesting raptors within this region include Great Horned Owl (*Bubo virginianus*), Red-tailed Hawk (*Buteo jamaicensis*), White-tailed Kite (*Elanus leucurus*), Cooper's Hawk (*Accipiter cooperii*), and American Kestrel (*Falco sparverius*), among others. Potential ground-nesting raptors include Northern Harrier (*Circus cyaneus*) and Burrowing Owl (*Athene cunicularia*).

This survey was conducted via visual observation on March 19, 2015 by ECORP senior biologist Keith Kwan. Binoculars (10x40 magnification) and a spotting scope (20-60x magnification) were used to assist with field identification and observations. Trees were visually inspected from multiple angles for active nests, and transects were walked through open areas to locate potential ground-nesting species. Transects were spaced approximately 50 feet apart to ensure complete coverage.

During this survey, no active bird nests were found within the project site and the 300-foot survey area. The project site has been previously graded and treated with hydroseed erosion control. There are no trees on the project site, but several are located offsite, along Industrial Avenue in the industrial development to the south. A list of birds observed is included as Attachment A.

Cliff Swallows (*Petrochelidon pyrrhonota*) are beginning to nest under the Blue Oaks Boulevard overpass at Industrial Avenue, but these should not be affected by site construction, which is over 300 feet away.

In conclusion, no active bird nests were found during the survey conducted on March 19, 2015. It is recommended that a follow up survey be conducted if no construction activity occurs within 14 days of this survey, as new nests could be built within the survey area at any time during this period.

If you have any questions feel free to contact me at (916) 782-9100.

Sincerely,



Keith Kwan
Senior Biologist

Attachment

Cc: Mr. Edwin K. Yu / Morton & Pitalo

ATTACHMENT A

Birds Species Observed (March 19, 2015)

Bird Species Observed (March 19, 2015)

Common Name	Scientific Name
Red-tailed Hawk	<i>Buteo jamaicensis</i>
Rock Pigeon	<i>Columba livia</i>
Mourning Dove	<i>Zenaida macroura</i>
Northern Flicker	<i>Colaptes auratus</i>
Cliff Swallow	<i>Petrochelidon pyrrhonota</i>
Northern Mockingbird	<i>Mimus polyglottos</i>
European Starling	<i>Sturnus vulgaris</i>
Yellow-rumped Warbler	<i>Setophaga coronata</i>
White-crowned Sparrow	<i>Zonotrichia leucophrys</i>
Red-winged Blackbird	<i>Agelaius phoeniceus</i>
Brewer's Blackbird	<i>Euphagus cyanocephalus</i>
House Finch	<i>Haemorhous mexicanus</i>
House Sparrow	<i>Passer domesticus</i>

APPENDIX C:

SUPPORTING AGENCY SPECIES LISTS

- C1 - USFWS IPAC
- C2 - USFWS NWI MAP
- C3 - CDFW CNDDDB 5-MILE OCCURRENCE LIST
- C4 - CNPS 9-QUAD QUERY RESULTS

IPaC resource list

This report is an automatically generated list of species and other resources such as critical habitat (collectively referred to as *trust resources*) under the U.S. Fish and Wildlife Service's (USFWS) jurisdiction that are known or expected to be on or near the project area referenced below. The list may also include trust resources that occur outside of the project area, but that could potentially be directly or indirectly affected by activities in the project area. However, determining the likelihood and extent of effects a project may have on trust resources typically requires gathering additional site-specific (e.g., vegetation/species surveys) and project-specific (e.g., magnitude and timing of proposed activities) information.

Below is a summary of the project information you provided and contact information for the USFWS office(s) with jurisdiction in the defined project area. Please read the introduction to each section that follows (Endangered Species, Migratory Birds, USFWS Facilities, and NWI Wetlands) for additional information applicable to the trust resources addressed in that section.

Location

Placer County, California



Local office

Sacramento Fish And Wildlife Office

☎ (916) 414-6600

📅 (916) 414-6713

Federal Building
2800 Cottage Way, Room W-2605
Sacramento, CA 95825-1846

NOT FOR CONSULTATION

Endangered species

This resource list is for informational purposes only and does not constitute an analysis of project level impacts.

The primary information used to generate this list is the known or expected range of each species. Additional areas of influence (AOI) for species are also considered. An AOI includes areas outside of the species range if the species could be indirectly affected by activities in that area (e.g., placing a dam upstream of a fish population even if that fish does not occur at the dam site, may indirectly impact the species by reducing or eliminating water flow downstream). Because species can move, and site conditions can change, the species on this list are not guaranteed to be found on or near the project area. To fully determine any potential effects to species, additional site-specific and project-specific information is often required.

Section 7 of the Endangered Species Act **requires** Federal agencies to "request of the Secretary information whether any species which is listed or proposed to be listed may be present in the area of such proposed action" for any project that is conducted, permitted, funded, or licensed by any Federal agency. A letter from the local office and a species list which fulfills this requirement can **only** be obtained by requesting an official species list from either the Regulatory Review section in IPaC (see directions below) or from the local field office directly.

For project evaluations that require USFWS concurrence/review, please return to the IPaC website and request an official species list by doing the following:

1. Draw the project location and click CONTINUE.
2. Click DEFINE PROJECT.
3. Log in (if directed to do so).
4. Provide a name and description for your project.
5. Click REQUEST SPECIES LIST.

Listed species¹ and their critical habitats are managed by the [Ecological Services Program](#) of the U.S. Fish and Wildlife Service (USFWS) and the fisheries division of the National Oceanic and Atmospheric Administration (NOAA Fisheries²).

Species and critical habitats under the sole responsibility of NOAA Fisheries are **not** shown on this list. Please contact [NOAA Fisheries](#) for [species under their jurisdiction](#).

-
1. Species listed under the Endangered Species Act are threatened or endangered; IPaC also shows species that are candidates, or proposed, for listing. See the [listing status page](#) for more information. IPaC only shows species that are regulated by USFWS (see FAQ).

2. [NOAA Fisheries](#), also known as the National Marine Fisheries Service (NMFS), is an office of the National Oceanic and Atmospheric Administration within the Department of Commerce.

The following species are potentially affected by activities in this location:

Fishes

NAME	STATUS
Delta Smelt <i>Hypomesus transpacificus</i> Wherever found There is final critical habitat for this species. Your location does not overlap the critical habitat. https://ecos.fws.gov/ecp/species/321	Threatened

Insects

NAME	STATUS
Monarch Butterfly <i>Danaus plexippus</i> Wherever found No critical habitat has been designated for this species. https://ecos.fws.gov/ecp/species/9743	Candidate
Valley Elderberry Longhorn Beetle <i>Desmocerus californicus dimorphus</i> Wherever found There is final critical habitat for this species. Your location does not overlap the critical habitat. https://ecos.fws.gov/ecp/species/7850	Threatened

Crustaceans

NAME	STATUS
Conservancy Fairy Shrimp <i>Branchinecta conservatio</i> Wherever found There is final critical habitat for this species. Your location does not overlap the critical habitat. https://ecos.fws.gov/ecp/species/8246	Endangered

Vernal Pool Fairy Shrimp *Branchinecta lynchi*

Threatened

Wherever found

There is **final** critical habitat for this species. Your location does not overlap the critical habitat.

<https://ecos.fws.gov/ecp/species/498>

Vernal Pool Tadpole Shrimp *Lepidurus packardii*

Endangered

Wherever found

There is **final** critical habitat for this species. Your location does not overlap the critical habitat.

<https://ecos.fws.gov/ecp/species/2246>

Critical habitats

Potential effects to critical habitat(s) in this location must be analyzed along with the endangered species themselves.

There are no critical habitats at this location.

Migratory birds

Certain birds are protected under the Migratory Bird Treaty Act¹ and the Bald and Golden Eagle Protection Act².

Any person or organization who plans or conducts activities that may result in impacts to migratory birds, eagles, and their habitats should follow appropriate regulations and consider implementing appropriate conservation measures, as described [below](#).

1. The [Migratory Birds Treaty Act](#) of 1918.
2. The [Bald and Golden Eagle Protection Act](#) of 1940.

Additional information can be found using the following links:

- Birds of Conservation Concern <https://www.fws.gov/program/migratory-birds/species>
- Measures for avoiding and minimizing impacts to birds
<https://www.fws.gov/library/collections/avoiding-and-minimizing-incidental-take-migratory-birds>
- Nationwide conservation measures for birds
<https://www.fws.gov/sites/default/files/documents/nationwide-standard-conservation-measures.pdf>

The birds listed below are birds of particular concern either because they occur on the [USFWS Birds of Conservation Concern](#) (BCC) list or warrant special attention in your project location. To learn more about the levels of concern for birds on your list and how this list is generated, see the FAQ [below](#). This is not a list of every bird you may find in this location, nor a guarantee that every bird on this list will be found in your project area. To see exact locations of where birders and the general public have sighted birds in and around your project area, visit the [E-bird data mapping tool](#) (Tip: enter your location, desired date range and a species on your list). For projects that occur off the Atlantic Coast, additional maps and models detailing the relative occurrence and abundance of bird species on your list are available. Links to additional information about Atlantic Coast birds, and other important information about your migratory bird list, including how to properly interpret and use your migratory bird report, can be found [below](#).

For guidance on when to schedule activities or implement avoidance and minimization measures to reduce impacts to migratory birds on your list, click on the PROBABILITY OF PRESENCE SUMMARY at the top of your list to see when these birds are most likely to be present and breeding in your project area.

NAME	BREEDING SEASON
Bald Eagle <i>Haliaeetus leucocephalus</i> This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities.	Breeds Jan 1 to Aug 31
Belding's Savannah Sparrow <i>Passerculus sandwichensis beldingi</i> This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA https://ecos.fws.gov/ecp/species/8	Breeds Apr 1 to Aug 15
Bullock's Oriole <i>Icterus bullockii</i> This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA	Breeds Mar 21 to Jul 25
California Gull <i>Larus californicus</i> This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.	Breeds Mar 1 to Jul 31
Common Yellowthroat <i>Geothlypis trichas sinuosa</i> This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA https://ecos.fws.gov/ecp/species/2084	Breeds May 20 to Jul 31

Golden Eagle <i>Aquila chrysaetos</i> This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities. https://ecos.fws.gov/ecp/species/1680	Breeds Jan 1 to Aug 31
Lawrence's Goldfinch <i>Carduelis lawrencei</i> This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/9464	Breeds Mar 20 to Sep 20
Long-eared Owl <i>asio otus</i> This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/3631	Breeds Mar 1 to Jul 15
Nuttall's Woodpecker <i>Picoides nuttallii</i> This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA https://ecos.fws.gov/ecp/species/9410	Breeds Apr 1 to Jul 20
Oak Titmouse <i>Baeolophus inornatus</i> This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/9656	Breeds Mar 15 to Jul 15
Olive-sided Flycatcher <i>Contopus cooperi</i> This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/3914	Breeds May 20 to Aug 31
Short-billed Dowitcher <i>Limnodromus griseus</i> This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/9480	Breeds elsewhere
Tricolored Blackbird <i>Agelaius tricolor</i> This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/3910	Breeds Mar 15 to Aug 10

Wrentit *Chamaea fasciata*

Breeds Mar 15 to Aug 10

This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.

Yellow-billed Magpie *Pica nuttalli*

Breeds Apr 1 to Jul 31

This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.

<https://ecos.fws.gov/ecp/species/9726>

Probability of Presence Summary

The graphs below provide our best understanding of when birds of concern are most likely to be present in your project area. This information can be used to tailor and schedule your project activities to avoid or minimize impacts to birds. Please make sure you read and understand the FAQ "Proper Interpretation and Use of Your Migratory Bird Report" before using or attempting to interpret this report.

Probability of Presence (■)

Each green bar represents the bird's relative probability of presence in the 10km grid cell(s) your project overlaps during a particular week of the year. (A year is represented as 12 4-week months.) A taller bar indicates a higher probability of species presence. The survey effort (see below) can be used to establish a level of confidence in the presence score. One can have higher confidence in the presence score if the corresponding survey effort is also high.

How is the probability of presence score calculated? The calculation is done in three steps:

1. The probability of presence for each week is calculated as the number of survey events in the week where the species was detected divided by the total number of survey events for that week. For example, if in week 12 there were 20 survey events and the Spotted Towhee was found in 5 of them, the probability of presence of the Spotted Towhee in week 12 is 0.25.
2. To properly present the pattern of presence across the year, the relative probability of presence is calculated. This is the probability of presence divided by the maximum probability of presence across all weeks. For example, imagine the probability of presence in week 20 for the Spotted Towhee is 0.05, and that the probability of presence at week 12 (0.25) is the maximum of any week of the year. The relative probability of presence on week 12 is $0.25/0.25 = 1$; at week 20 it is $0.05/0.25 = 0.2$.
3. The relative probability of presence calculated in the previous step undergoes a statistical conversion so that all possible values fall between 0 and 10, inclusive. This is the probability of presence score.

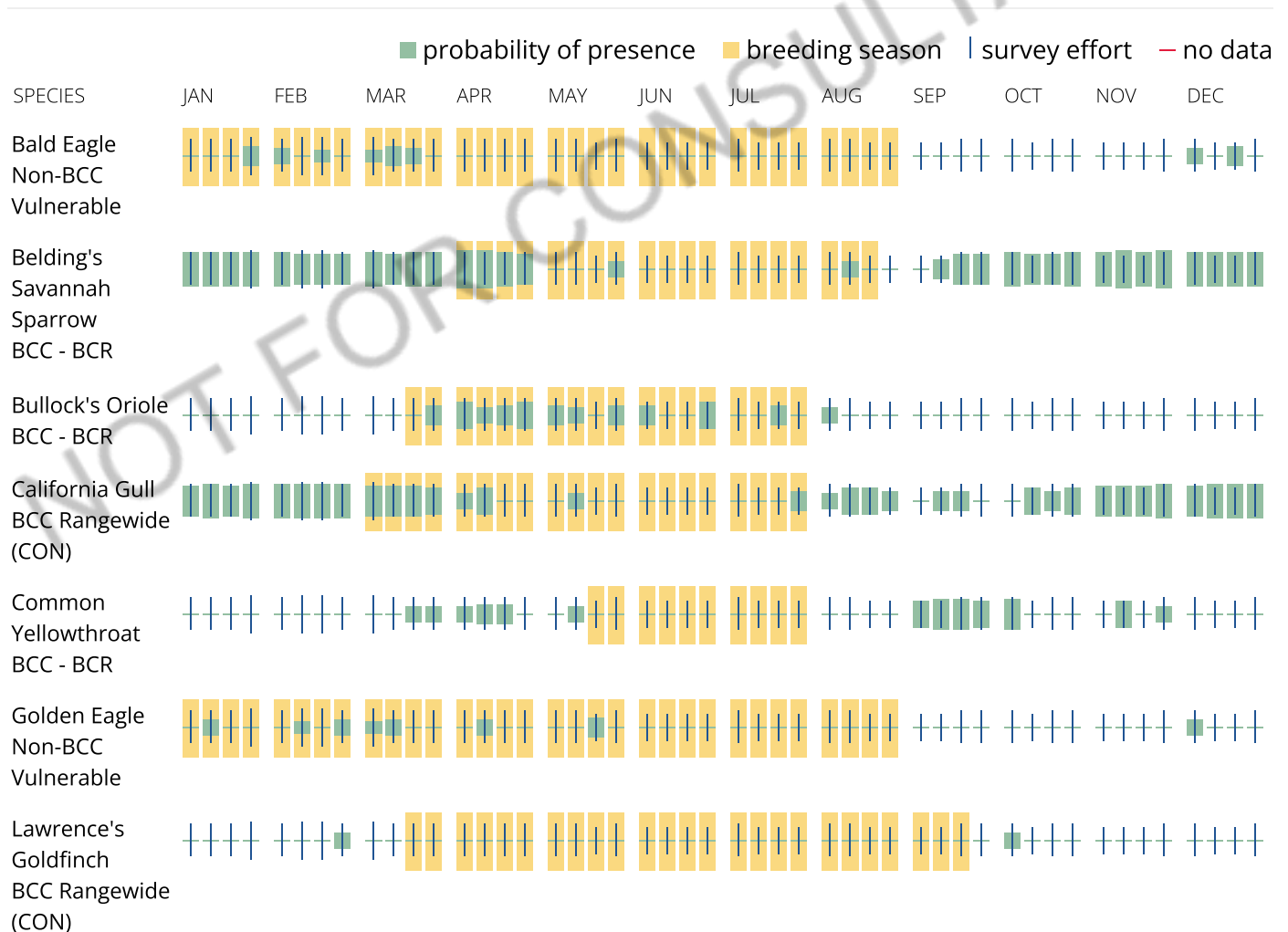
To see a bar's probability of presence score, simply hover your mouse cursor over the bar.

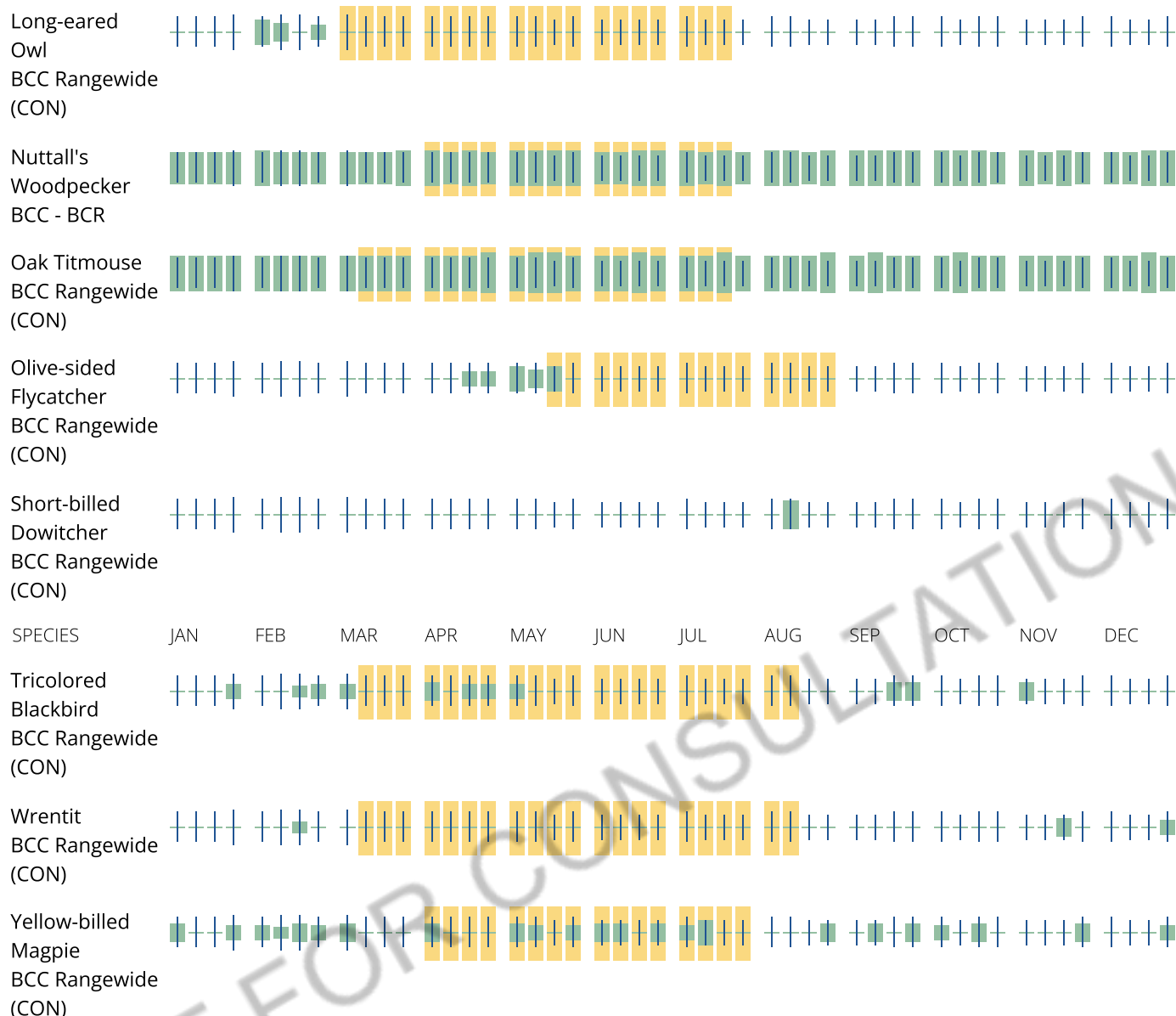
Yellow bars denote a very liberal estimate of the time-frame inside which the bird breeds across its entire range. If there are no yellow bars shown for a bird, it does not breed in your project area.

Vertical black lines superimposed on probability of presence bars indicate the number of surveys performed for that species in the 10km grid cell(s) your project area overlaps. The number of surveys is expressed as a range, for example, 33 to 64 surveys.

A week is marked as having no data if there were no survey events for that week.

Surveys from only the last 10 years are used in order to ensure delivery of currently relevant information. The exception to this is areas off the Atlantic coast, where bird returns are based on all years of available data, since data in these areas is currently much more sparse.





Tell me more about conservation measures I can implement to avoid or minimize impacts to migratory birds.

[Nationwide Conservation Measures](#) describes measures that can help avoid and minimize impacts to all birds at any location year round. Implementation of these measures is particularly important when birds are most likely to occur in the project area. When birds may be breeding in the area, identifying the locations of any active nests and avoiding their destruction is a very helpful impact minimization measure. To see when birds are most likely to occur and be breeding in your project area, view the Probability of Presence Summary. [Additional measures](#) or [permits](#) may be advisable depending on the type of activity you are conducting and the type of infrastructure or bird species present on your project site.

What does IPaC use to generate the list of migratory birds that potentially occur in my specified location?

The Migratory Bird Resource List is comprised of USFWS [Birds of Conservation Concern \(BCC\)](#) and other species that may warrant special attention in your project location.

The migratory bird list generated for your project is derived from data provided by the [Avian Knowledge Network \(AKN\)](#). The AKN data is based on a growing collection of [survey, banding, and citizen science datasets](#) and is queried and filtered to return a list of those birds reported as occurring in the 10km grid cell(s) which your project intersects, and that have been identified as warranting special attention because they are a BCC species in that area, an eagle ([Eagle Act](#) requirements may apply), or a species that has a particular vulnerability to offshore activities or development.

Again, the Migratory Bird Resource list includes only a subset of birds that may occur in your project area. It is not representative of all birds that may occur in your project area. To get a list of all birds potentially present in your project area, please visit the [Rapid Avian Information Locator \(RAIL\) Tool](#).

What does IPaC use to generate the probability of presence graphs for the migratory birds potentially occurring in my specified location?

The probability of presence graphs associated with your migratory bird list are based on data provided by the [Avian Knowledge Network \(AKN\)](#). This data is derived from a growing collection of [survey, banding, and citizen science datasets](#).

Probability of presence data is continuously being updated as new and better information becomes available. To learn more about how the probability of presence graphs are produced and how to interpret them, go to the Probability of Presence Summary and then click on the "Tell me about these graphs" link.

How do I know if a bird is breeding, wintering or migrating in my area?

To see what part of a particular bird's range your project area falls within (i.e. breeding, wintering, migrating or year-round), you may query your location using the [RAIL Tool](#) and look at the range maps provided for birds in your area at the bottom of the profiles provided for each bird in your results. If a bird on your migratory bird species list has a breeding season associated with it, if that bird does occur in your project area, there may be nests present at some point within the timeframe specified. If "Breeds elsewhere" is indicated, then the bird likely does not breed in your project area.

What are the levels of concern for migratory birds?

Migratory birds delivered through IPaC fall into the following distinct categories of concern:

1. "BCC Rangewide" birds are [Birds of Conservation Concern](#) (BCC) that are of concern throughout their range anywhere within the USA (including Hawaii, the Pacific Islands, Puerto Rico, and the Virgin Islands);
2. "BCC - BCR" birds are BCCs that are of concern only in particular Bird Conservation Regions (BCRs) in the continental USA; and
3. "Non-BCC - Vulnerable" birds are not BCC species in your project area, but appear on your list either because of the [Eagle Act](#) requirements (for eagles) or (for non-eagles) potential susceptibilities in offshore areas from certain types of development or activities (e.g. offshore energy development or longline fishing).

Although it is important to try to avoid and minimize impacts to all birds, efforts should be made, in particular, to avoid and minimize impacts to the birds on this list, especially eagles and BCC species of rangewide concern. For more information on conservation measures you can implement to help avoid and minimize migratory bird impacts and requirements for eagles, please see the FAQs for these topics.

Details about birds that are potentially affected by offshore projects

For additional details about the relative occurrence and abundance of both individual bird species and groups of bird species within your project area off the Atlantic Coast, please visit the [Northeast Ocean Data Portal](#). The Portal also offers data and information about other taxa besides birds that may be helpful to you in your project review. Alternately, you may download the bird model results files underlying the portal maps through the [NOAA NCCOS Integrative Statistical Modeling and Predictive Mapping of Marine Bird Distributions and Abundance on the Atlantic Outer Continental Shelf](#) project webpage.

Bird tracking data can also provide additional details about occurrence and habitat use throughout the year, including migration. Models relying on survey data may not include this information. For additional information on marine bird tracking data, see the [Diving Bird Study](#) and the [nanotag studies](#) or contact [Caleb Spiegel](#) or [Pam Loring](#).

What if I have eagles on my list?

If your project has the potential to disturb or kill eagles, you may need to [obtain a permit](#) to avoid violating the Eagle Act should such impacts occur.

Proper Interpretation and Use of Your Migratory Bird Report

The migratory bird list generated is not a list of all birds in your project area, only a subset of birds of priority concern. To learn more about how your list is generated, and see options for identifying what other birds may be in your project area, please see the FAQ "What does IPaC use to generate the migratory birds potentially occurring in my specified location". Please be aware this report provides the "probability of presence" of birds within the 10 km grid cell(s) that overlap your project; not your exact project footprint. On the graphs provided, please also look carefully at the survey effort (indicated by the black vertical bar) and for the existence of the "no data" indicator (a red horizontal bar). A high survey effort is the key component. If the survey effort is high, then the probability of presence score can be viewed as more dependable. In contrast, a low survey effort bar or no data bar means a lack of data and, therefore, a lack of certainty about presence of the species. This list is not perfect; it is simply a starting point for identifying what birds of concern have the potential to be in your project area, when they might be there, and if they might be breeding (which means nests might be present). The list helps you know what to look for to confirm presence, and helps guide you in knowing when to implement conservation measures to avoid or minimize potential impacts from your project activities, should presence be confirmed. To learn more about conservation measures, visit the FAQ "Tell me about conservation measures I can implement to avoid or minimize impacts to migratory birds" at the bottom of your migratory bird trust resources page.

Facilities

National Wildlife Refuge lands

Any activity proposed on lands managed by the [National Wildlife Refuge](#) system must undergo a 'Compatibility Determination' conducted by the Refuge. Please contact the individual Refuges to discuss any questions or concerns.

There are no refuge lands at this location.

Fish hatcheries

There are no fish hatcheries at this location.

Wetlands in the National Wetlands Inventory (NWI)

Impacts to [NWI wetlands](#) and other aquatic habitats may be subject to regulation under Section 404 of the Clean Water Act, or other State/Federal statutes.

For more information please contact the Regulatory Program of the local [U.S. Army Corps of Engineers District](#).

Wetland information is not available at this time

This can happen when the National Wetlands Inventory (NWI) map service is unavailable, or for very large projects that intersect many wetland areas. Try again, or visit the [NWI map](#) to view wetlands at this location.

Data limitations

The Service's objective of mapping wetlands and deepwater habitats is to produce reconnaissance level information on the location, type and size of these resources. The maps are prepared from the analysis of high altitude imagery. Wetlands are identified based on vegetation, visible hydrology and geography. A margin of error is inherent in the use of imagery; thus, detailed on-the-ground inspection of any particular site may result in revision of the wetland boundaries or classification established through image analysis.

The accuracy of image interpretation depends on the quality of the imagery, the experience of the image analysts, the amount and quality of the collateral data and the amount of ground truth verification work conducted. Metadata should be consulted to determine the date of the source imagery used and any mapping problems.

Wetlands or other mapped features may have changed since the date of the imagery or field work. There may be occasional differences in polygon boundaries or classifications between the information depicted on the map and the actual conditions on site.

Data exclusions

Certain wetland habitats are excluded from the National mapping program because of the limitations of aerial imagery as the primary data source used to detect wetlands. These habitats include seagrasses or submerged aquatic vegetation that are found in the intertidal and subtidal zones of estuaries and nearshore coastal waters. Some deepwater reef communities (coral or tubercid worm reefs) have also been excluded from the inventory. These habitats, because of their depth, go undetected by aerial imagery.

Data precautions

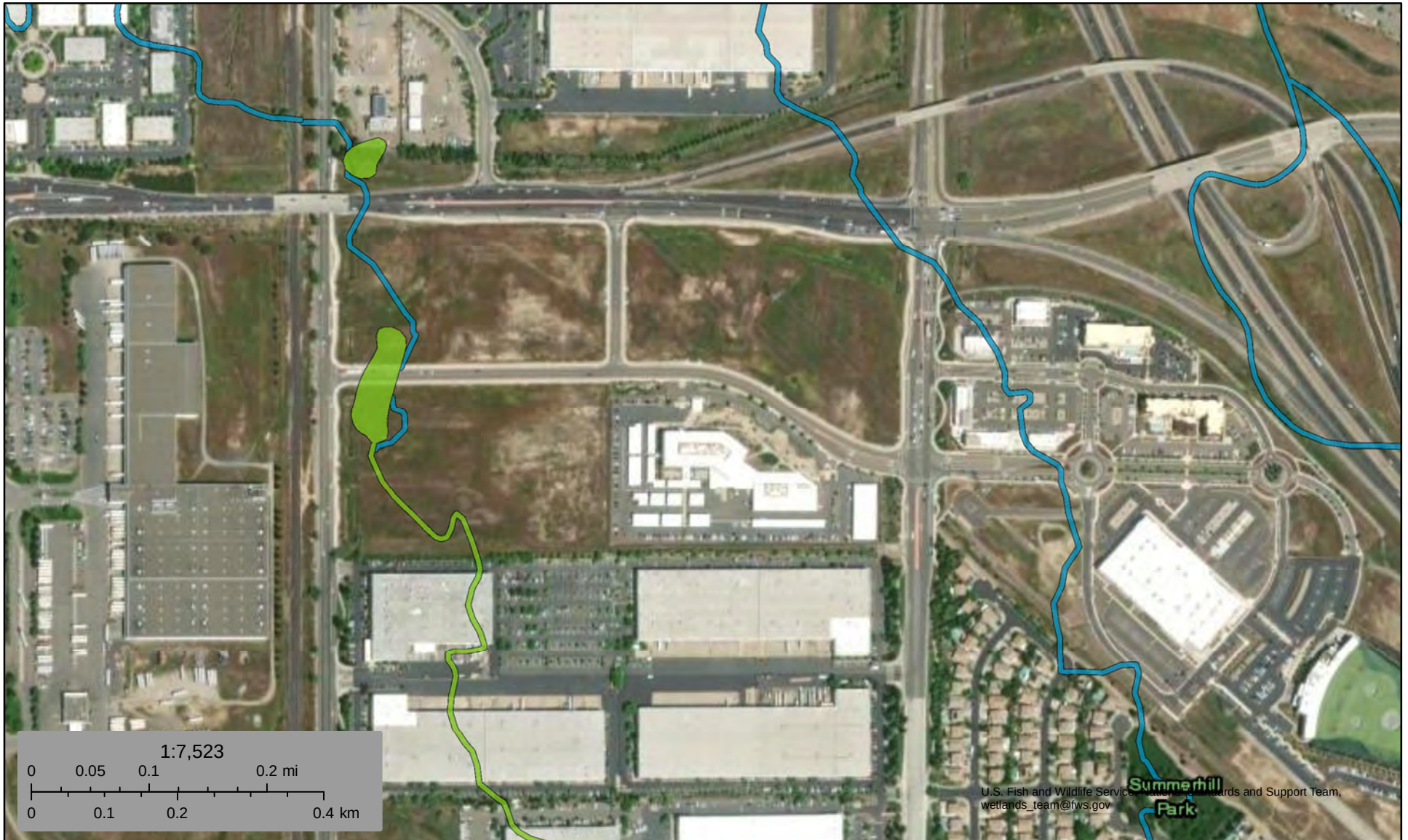
Federal, state, and local regulatory agencies with jurisdiction over wetlands may define and describe wetlands in a different manner than that used in this inventory. There is no attempt, in either the design or products of this inventory, to define the limits of proprietary jurisdiction of any Federal, state, or local government or to establish the geographical scope of the regulatory programs of government agencies. Persons intending to engage in activities involving modifications within or adjacent to wetland areas should seek the advice of appropriate Federal, state, or local agencies concerning specified agency regulatory programs and proprietary jurisdictions that may affect such activities.



U.S. Fish and Wildlife Service

National Wetlands Inventory

Blue Oaks Commerce Center



December 19, 2022

Wetlands

	Estuarine and Marine Deepwater		Freshwater Emergent Wetland		Lake
	Estuarine and Marine Wetland		Freshwater Forested/Shrub Wetland		Other
			Freshwater Pond		Riverine

This map is for general reference only. The US Fish and Wildlife Service is not responsible for the accuracy or currentness of the base data shown on this map. All wetlands related data should be used in accordance with the layer metadata found on the Wetlands Mapper web site.

Blue Oak Commerce Center - CDFW CNDDDB 5 mile search results:

SNAME	CNAME	ELMCODE	OCCNUMBER	MAPNDX	EONDX	KEYQUAD	KQUADNAME	KEYCOUNTY	PLSS	ELEVATION	TAXONGROUP	EOCOUNT	ACCURACY	PRESENCE	OCCTYPE	OCCRANK	SENSITIVE	SITEDATE	ELMDATE	OWNERMGT	FEDLIST	CALLIST	GRANK	SRANK	RPLANTRANK	CDFWSTATUS	OTHRSTATUS	LOCATION	LOCDETAILS	ECOLOGICAL	GENERAL	THREAT	THREATLIST	LASTUPDATE
Alkali Meadow	Alkali Meadow	CTT45310CA	1	11773	22568	3812173	Roseville	PLA	T11N, R06E, Sec. 12, S (M)	175	Herbaceous	2	1/5 mile	Presumed Extant	Natural/Native occurrence	Unknown	N	19820823	19820823	UNKNOWN	None	None	G3	S2.1				NORTH OF ROSEVILLE ON HWY 65, EAST ON PLACER BLVD, EAST ON PRIVATE DIRT ROAD.		LOW DISTICHLIS MEADOWS W/PATCHES OF BARE WHITE SALT ENCRUSTED SOIL. OCCURS BETWEEN SEEPS DOMINATED BY OLNEY BULLRUSH. MOSAIC OF DIFF COVER TYPES. SPECIES LIST ON FILE AT CNDDB.	SEE WWW.DFG.CA.GOV/BIOGEODATA/VEGCAMP/NATURAL_COMM_BACKGROUND.ASP TO INTERPRET AND ADDRESS THE PRESENCE OF RARE COMMUNITIES.	GRAZED IN WINTER. DEVEL PLANNED FOR THE AREA.	Grazing	19980715
Alkali Seep	Alkali Seep	CTT45320CA	2	11773	13316	3812173	Roseville	PLA	T11N, R06E, Sec. 12, S (M)	150	Herbaceous	2	1/5 mile	Presumed Extant	Natural/Native occurrence	Unknown	N	19890419	19820823	UNKNOWN	None	None	G3	S2.1				0.5 MILE EAST OF PLEASANT GROVE CREEK, APPROX 2.5 MILES NORTH OF ROCKLIN. ACCESS VIA HWY 65.		SEEPS AND OLNEY BULLRUSH DOM. OCCURS IN PATCHES W/ALKALI MEADOW BTWN A HOMOGENEOUS STAND OF VEG APPROX 1 M TALL. FRESHWATER SEEP OCCURS ABOVE ALKALINE-SEEP. FILL HAS BEEN ILLEGALLY DISCHARGED INTO SITE AS OF 1989.	ARMY CORPS INVOLVED IN RESTORATION AND MITIGATION. SEE WWW.DFG.CA.GOV/BIOGEODATA/VEGCAMP/NATURAL_COMM_BACKGROUND.ASP TO INTERPRET AND ADDRESS THE PRESENCE OF RARE COMMUNITIES.	GRAZED IN WINTER. DEVELOPMENT PLANS FOR SITE.	Grazing; Vandalism/dumping/litter	19980720
Northern Hardpan Vernal Pool	Northern Hardpan Vernal Pool	CTT44110CA	23	11651	16254	3812173	Roseville	PLA	T12N, R06E, Sec. 33, NW (M)	125	Herbaceous	1	specific area	Presumed Extant	Natural/Native occurrence	Unknown	N	1980XXXX	1980XXXX	UNKNOWN	None	None	G3	S3.1				SOUTH OF LINCOLN 2-3 MILES WEST OF HWY 65.	POOLS IN TREELESS ANNUAL GRASSLAND. BOUNDARIES INDICATE EXTENT OF UNDEVELOPED AREA.	DIVERSE POOL FLORA. UNABLE TO CONVERT TO FLORISTIC CLASSIFICATION, LACKS SPP. INFO.	SEVERAL POOLS KNOWN FOR THEIR INVERTEBRATE FAUNA. SEE WWW.DFG.CA.GOV/BIOGEODATA/VEGCAMP/NATURAL_COMM_BACKGROUND.ASP TO INTERPRET AND ADDRESS THE PRESENCE OF RARE COMMUNITIES.	THREAT OF INDUSTRIAL DEVELOPMENT.		19980715

Blue Oak Commerce Center - CDFW CNDDDB 5 mile search results:

Gratiola heterosepala	Gratiola heterosepala	Balsamorhiza macrolepis	Northern Volcanic Mud Flow Vernal Pool
Boggs Lake hedge-hyssop	Boggs Lake hedge-hyssop	big-scale balsamroot	Northern Volcanic Mud Flow Vernal Pool
PDSCR0R060	PDSCR0R060	PDA5T11061	CTT44132CA
15	16	9	1
11792	11749	32045	11782
17776	7258	3757	16218
3812172	3812173	3812173	3812173
Rocklin	Roseville	Roseville	Roseville
PLA	PLA	PLA	PLA
T11N, R07E, Sec. 31, NW (M)	T11N, R06E, Sec. 25, SW (M)	T11N, R06E, Sec. 21, E (M)	T10N, R07E, Sec. 06 (M)
290	230	125	240
Dicots	Dicots	Dicots	Herbaceous
1	1	1	1
specific area	specific area	specific area	specific area
Extirpated	Extirpated	Presumed Extant	Presumed Extant
Natural/Native occurrence	Natural/Native occurrence	Natural/Native occurrence	Natural/Native occurrence
None	None	Unknown	Unknown
N	N	N	N
19870417	19970618	19580707	1982XXXX
19870417	19870422	19580707	1982XXXX
PVT	PVT	UNKNOWN	UNKNOWN
None	None	None	None
Endangered	Endangered	None	None
G2	G2	G2	G1
S2	S2	S2	S1.1
1B.2	1B.2	1B.2	
BLM_S	BLM_S	BLM_S; USFS_S	
JOHNSON RANCH, APPROXIMATELY 0.75 MILE SOUTH OF HWY 80 BETWEEN ROCKLIN & ROSEVILLE.	NORTH OF ROSEVILLE, WEST OF ANTELOPE CREEK, WSW OF ROCKLIN.	UNCULTIVATED STRIP ALONG RAILROAD AND US HIGHWAY 99E, 3.2 MILES NORTH OF ROSEVILLE.	BETWEEN DOUGLAS BLVD & MINERS RAVINE JUST EAST OF ROSEVILLE.
MAPPED AS 2 POLYGONS IN SW1/4 OF NW1/4 SEC 31.	THIS VERNAL POOL COMPLEX IS THE BEST EXAMPLE OF VOLCANIC MUDFLOW VERNAL POOLS IN ROSEVILLE (STROMBERG 1987). INCLUDES FORMER OCCURRENCE #17.	US HWY 99E WAS REPLACED BY CA HWY 65. HWY 65 WAS BUILT PARALLEL TO THE ROUTE OF HWY 99E, ABOUT 0.4 MILE EAST OF THE RAILROAD. MAPPED BY CNDDDB NON-SPECIFICALLY ALONG INDUSTRIAL AVE AND THE RAILROAD TRACKS AS A BEST GUESS.	
NORTHERN MUDFLOW VERNAL POOL IN OPEN ANNUAL GRASSLAND NEAR EDGE OF OAK WOODLAND. GRATIOLA EBRACTEATA ALSO FOUND IN DEEPER VERNAL POOLS IN THE AREA.	NORTHERN HARDPAN VERNAL POOL ON EXCHEQUER VERY STONY LOAM SOIL. ASSOCIATED VEGETATION INCLUDES ERYNGIUM VASEYI, ALLOCARYA STIPATATA MICRANTHA, CALLITRICHE LONGIPEDUNCULATA, DOWNINGIA ORNATISSIMA, ISOETES SP, GRATIOLA EBRACTEATA, ETC.	OPEN VALLEY PLAIN.	DIVERSITY OF POOL TAXA PRESENT INCLUDES DICHELOSTEMMA LACUNA-VERNALIS. MOST OF THIS LARGE AREA IS ON VOLCANIC SUBSTRATE. <50 ACRES IN THE NW PORTION OF THE BOUNDED AREA IS LOW TERRACE FORMATION W/HARDPAN VERNAL POOLS.
MORE THAN 500 PLANTS IN 1986. SOUTHERN POLYGON IS PROBABLY EXTIRPATED ACCORDING TO WITHAM'S 2008 AERIAL PHOTO INTERPRETATION; A HOUSING DEVELOPMENT NOW EXISTS THERE. BY 2016, ENTIRE AREA HAS BEEN DEVELOPED, SITE EXTIRPATED.	OVER 40 PLANTS IN 2 SUBPOPULATIONS IN 1987. NOT OBSERVED IN 1997 (TOO LATE IN YEAR?). DEVELOPMENT IMMINENT IN 1997; ROSEVILLE BLVD EXPANSION HAS/WILL PROBABLY WIPE OUT MOST OF THIS OCCURRENCE. 2009 AERIAL IMAGERY SHOWS SITE EXTIRPATED.	MAIN SOURCE OF INFORMATION FOR THIS SITE IS A 1957 CRAMPTON COLLECTION FROM 3.2 MILES NORTH OF ROSEVILLE ALONG HWY 99E. 1957 & 1958 FULLER COLLECTIONS FROM 2 MILES NORTH OF ROSEVILLE ALONG HWY 99E ALSO ATTRIBUTED HERE. NEEDS FIELDWORK.	UNABLE TO CONVERT TO FLORISTIC CLASSIFICATION, LACKS SPP. INFO. SEE WWW.DFG.CA.GOV/BIOGEODATA/VEGCAMP/NATURAL_COMM_BACKGROUND.ASP TO INTERPRET AND ADDRESS THE PRESENCE OF RARE COMMUNITIES.
LAND USE FOR LIVESTOCK, DEVELOPMENT.	AREA GRAZED AND PROPOSED FOR REGIONAL SHOPPING CENTER. 2009 AERIAL IMAGERY SHOWS SITE EXTIRPATED BY DEVELOPMENT.	MUCH OF THIS AREA HAS BEEN DEVELOPED SINCE THE COLLECTIONS WERE MADE.	
Development; Grazing	Development; Grazing	Development	
20171213	20110118	20130813	19980716

Blue Oak Commerce Center - CDFW CNDDDB 5 mile search results:

<i>Legenere limosa</i>	<i>Chloropyron molle</i> <i>ssp. hispidum</i>	<i>Downingia pusilla</i>	<i>Gratiola heterosepala</i>
<i>legenere</i>	<i>hispid salty bird's-beak</i>	<i>dwarf downingia</i>	<i>Boggs Lake hedge-hyssop</i>
PDCAM0C010	PDSCROJ0D01	PDCAM060C0	PDSCRO060
14	11	33	96
11739	11763	11696	74381
17380	17846	17398	75373
3812173	3812173	3812173	3812174
Roseville	Roseville	Roseville	Pleasant Grove
PLA	PLA	PLA	PLA
T11N, R06E, Sec. 11, SE (M)	T11N, R06E, Sec. 12, SW (M)	T11N, R06E, Sec. 03, SE (M)	T11N, R05E, Sec. 14, NW (M)
150	150	145	88
Dicots	Dicots	Dicots	Dicots
1	1	1	1
1/5 mile	specific area	1/5 mile	specific area
Extirpated	Presumed Extant	Presumed Extant	Presumed Extant
Natural/Native occurrence	Natural/Native occurrence	Natural/Native occurrence	Natural/Native occurrence
None	Good	Good	Good
N	N	N	N
19970618	19970618	19850419	20080506
19840405	19970618	19850419	20080506
PVT	PVT	PVT, CALTRANS	PVT
None	None	None	None
None	None	None	Endangered
G2	G2T1	GU	G2
S2	S1	S2	S2
1B.1	1B.1	2B.2	1B.2
BLM_S; SB_UCBG			BLM_S
FLOODPLAIN OF PLEASANT GROVE CREEK. APPROX 2.2 AIR MILES E OF JCT PLACER BLVD & SPRR TRACKS.	APPROXIMATELY 4 MILES NE OF ROSEVILLE.	0.75 MILE SOUTH OF THE INTERSECTION OF HIGHWAY 65 AND PLEASANT GROVE ROAD, EAST OF HIGHWAY 65.	NORTH OF PLEASANT GROVE CREEK. APPROX. 1.5 AIR MILES NW OF R. F. FIDDYMENT RANCH, NW OF ROSEVILLE.
WHEN VISITED IN 1997, WHAT APPEARS TO BE DEDICATED OPEN SPACE WAS SEEN JUST TO THE EAST OF MAPPED LOCATION FOR THIS SITE. FUTURE SURVEYS SHOULD TARGET THIS AREA.	WITHIN STANFORD RANCH ALKALI SEEP PRESERVE, SPRING VALLEY. SITE IS NEAR PARK DRIVE AND STANFORD RANCH ROAD INTERSECTION. IN THE SW 1/4 SECTION 12. NEAR 3 SEEPS.		MAPPED IN THE SE 1/4 OF THE NW 1/4 OF SECTION 14 ACCORDING TO LAT/LONG COORDINATES PROVIDED BY FISHER.
VERNAL POOL AREA IN FLOODPLAIN OF INTERMITTENT STREAM. ASSOCIATED WITH RANUNCULUS BONARIENSIS TRISEPALUS.	SPRING FED ALKALI MEADOW WITH DISTICHLIS SPICATA, SCIRPUS OLNEYI, FRANKENIA GRANDIFOLIA VAR. CAMPESTRIS, CRESSA TRUXILLENSIS, MONERMA CYLINDRICA, AND LIPPIA NODIFLORA. AREA SURROUNDED BY ALAMO VARIANT CLAY, BUT SOIL AT SITE IS UNCLASSIFIED.	VERNAL POOL ON CLAYPAN SUBSTRATE. ASSOCIATED WITH DOWNINGIA BICORNUTA, D. ORNATISSIMA, ALLOCARYA STIPITATA MICRANTHA.	OCCURS IN ONE OF THE DEEPER BASIN VERNAL POOLS IN THE AREA; ONLY VERNAL POOL WITH STANDING WATER AT TIME OF SURVEY (1-2"); ASSOCIATED WITH ERYNGIUM VASEYI, NAVARRETTIA LEUCOCEPHALA, DOWNINGIA BICORNUTA, AND THE RARE DOWNINGIA PUSILLA.
ABOUT 100 PLANTS IN 1984. WINDSHIELD SURVEY CONDUCTED IN 1997 TO CONFIRM PRESENCE OR ABSENCE OF HABITAT; IF MAPS ARE ACCURATE, THIS SITE IS NOW UNDER THE PAVEMENT AT DEVON DR, FARRIER RD & RACHEL CT IN THE STANFORD RANCH SUBDIVISION.	OVER 10,000 PLANTS SEEN IN 1982, 2000-5000 SEEN IN 1989, AND ~2500 IN 1991. ACCORDING TO DAINS, DECLINE IN POP PROBABLY DUE TO WEATHER, NOT MANAGEMENT. SITE FENCED, HABITAT LOOKED GOOD IN LATE SEASON (JUNE) 1997 WINDSHIELD SURVEY.	MORE THAN 30 PLANTS OBSERVED IN 1985.	1000-1500 PLANTS OBSERVED IN 2006. 1000 PLANTS OBSERVED IN A SUBSEQUENT VISIT IN 2008.
	GRAZING REMOVED BY 1991, FILL HAD BEEN DUMPED ON SITE IN 1989; SUBSEQUENTLY REMOVED TO RESOLVE WETLANDS VIOLATIONS.	AREA GRAZED, BUT LITTLE DISTURBANCE. PARCEL TO EAST BEING DEVELOPED.	RESIDENTIAL AND COMMERCIAL DEVELOPMENT.
	Grazing; Other	Grazing	Development
19970811	20110804	19890811	20090406

Blue Oak Commerce Center - CDFW CNDDDB 5 mile search results:

<i>Linderiella occidentalis</i>	<i>Linderiella occidentalis</i>	<i>Linderiella occidentalis</i>	<i>Linderiella occidentalis</i>	<i>Linderiella occidentalis</i>
<i>California linderiella</i>	<i>California linderiella</i>	<i>California linderiella</i>	<i>California linderiella</i>	<i>California linderiella</i>
ICBRA06010	ICBRA06010	ICBRA06010	ICBRA06010	ICBRA06010
146	184	184	199	145
34817	42742	42742	64299	34816
3450	42742	42742	48405	5003
3812173	3812173	3812173	3812173	3812173
Roseville	Roseville	Roseville	Roseville	Roseville
PLA	PLA	PLA	PLA	PLA
T112N, R06E, Sec. 29 (M)	T112N, R06E, Sec. 33 (M)	T112N, R06E, Sec. 31, NW (M)	T112N, R06E, Sec. 20, SE (M)	T112N, R06E, Sec. 20, SE (M)
125	120	110	115	115
Crustaceans	Crustaceans	Crustaceans	Crustaceans	Crustaceans
1	1	1	1	1
specific area	specific area	non-specific area	non-specific area	non-specific area
Presumed Extant	Presumed Extant	Presumed Extant	Presumed Extant	Presumed Extant
Natural/Native occurrence	Natural/Native occurrence	Natural/Native occurrence	Natural/Native occurrence	Natural/Native occurrence
Unknown	Unknown	Unknown	Unknown	Unknown
N	N	N	N	N
19980302	19970212	20050302	19960429	19960429
19980302	19970212	20050302	19960402	19960402
PVT-STERLING PACIFIC ASSETS	UNKNOWN	MOORE RANCH CONSERVANCY	PVT-HEWLETT PACKARD	PVT-HEWLETT PACKARD
None	None	None	None	None
None	None	None	None	None
G2G3	G2G3	G2G3	G2G3	G2G3
S2S3	S2S3	S2S3	S2S3	S2S3
IUCN_NT	IUCN_NT	IUCN_NT	IUCN_NT	IUCN_NT
LARGE AREA W OF HWY 65 (NOW BISECTED BY NEW HWY 65 ROUTE) AND S OF AUBURN RAVINE, CENTERED 1.7 MI SW LINCOLN PO.	1 MILE NW OF PLEASANT GROVE ROAD & SP RAILROAD, 1 MILE E OF ORCHARD CREEK & INGRAM SLOUGH CONFLUENCE, NNW OF ROSEVILLE.	IN THE GENERAL AREA NW OF FIDDYMENT RD AT E CATLETT RD, S OF ORCHARD CREEK, 4.5 MILES SW OF LINCOLN PO.	NORTHWEST OF ROSEVILLE, 2.0 KM NORTHWEST OF HIGHWAY 65 AT INDUSTRIAL BLVD.	NORTHWEST OF ROSEVILLE, 2.0 KM NORTHWEST OF HIGHWAY 65 AT INDUSTRIAL BLVD.
LINCOLN CROSSING MITIGATION SITE. COVERS PORTIONS OF SEVERAL SECTIONS. 1995: 10 TOTAL WATERBODIES SURVEYED. 1996: 42 TOTAL WATERBODIES SURVEYED. 1997: 49 TOTAL WATERBODIES SURVEYED. 1998: 20 TOTAL WATERBODIES SURVEYED.	MOST OF THE NW AND BOTTOM HALF NE PORTIONS OF ORCHARD CREEK MITIGATION BANK. MAJORITY OF VERNAL POOLS ARE ON SAN JOAQUIN SANDY LOAM AND ALAMO-FIDDYMENT COMPLEX SOILS. MORE MAP DETAIL IN REPORT. 170 OF THE 694 EXISTING POOLS WERE SAMPLED.	MOORE RANCH. LOCATED IN NW1/4 SEC 31 & NE1/4 SEC 36.	HEWLETT PACKARD-210 ACRE PROPERTY. 1996: TOTAL OF 43 WATERBODIES SURVEYED.	HEWLETT PACKARD-210 ACRE PROPERTY. 1996: TOTAL OF 43 WATERBODIES SURVEYED.
SEASONALLY INUNDATED WATERBODIES (VERNAL POOLS, SEASONAL WETLANDS) W/IN NON-NATIVE ANNUAL GRASSLAND. WETLAND COMPENSATION/MITIGATION PRESERVE. ADJACENT AREAS HAVE BEEN DEVELOPED FOR RESIDENTIAL HOUSING BY 2010.	ENDEMIC VEGETATION: RANUNCULUS ALVEOLATUS, ERYNGIUM VASEYI, PLAGIOBOTHRYS STIPITATUS, PSILICARPHUS ZIZYPHOROIDES, DESCHAMPSIA DAMTHONIOIDES, NAVARRETIA LEUCOCEPHALA.	HABITAT CONSISTS OF VERNAL POOLS (WITHIN A VERNAL POOL COMPLEX) SURROUNDED BY ANNUAL GRASSLAND. POOL DEPTH AT SAMPLING: 13 CM. SURFACE AREA AT SAMPLING: 30 M X 7 M. AREA IS A WETLAND MITIGATION SITE.	SEASONAL WATERBODIES (VERNAL POOLS, SEASONAL WETLANDS) WITHIN NON-NATIVE ANNUAL GRASSLAND.	SEASONAL WATERBODIES (VERNAL POOLS, SEASONAL WETLANDS) WITHIN NON-NATIVE ANNUAL GRASSLAND.
1995: UNKNOWN NUMBER OBS. 1996: 50+ ADULTS OBS IN 28 POOLS, FEWER THAN 50 OBS IN 4 POOLS; B. LYNCHI IN SOME POOLS. 1997: 10-100 OBS IN 27 POOLS. 1998: 1000S OBS IN 13 POOLS AND 100S OBS IN 1 POOL.	OBSERVED LINDERIELLA IN 82 OF THE 170 POOLS SAMPLED, 81 AT THIS LOCATION, FOR AN APPROXIMATE OCCURRENCE RATE OF 48 PERCENT, WITH ABUNDANCE RANGING FROM LOW TO HIGH.	10'S OBS IN 1 POOL 13 FEB 1997. 10'S OBS IN ONE POOL IN THE WESTERN AREA 28 FEB 2002. OBS IN 2 OF 46 SAMPLED POOLS IN EASTERN AREA JAN & FEB 2002. OBS IN 3 OF 47 SAMPLED POOLS JAN & MAR 2003. 10'S TO 1000'S OBS IN 16 POOLS FEB & MAR 2005.	1996: 50+ ADULTS OBSERVED IN 6 POOLS (148, 149, 150, 151, 152 & 153), AND <50 ADULTS OBSERVED IN POOL #129.	1996: 50+ ADULTS OBSERVED IN 6 POOLS (148, 149, 150, 151, 152 & 153), AND <50 ADULTS OBSERVED IN POOL #129.
20110422	20000412	20110425	19960716	19960716

Blue Oak Commerce Center - CDFW CNDDDB 5 mile search results:

<i>Linderiella occidentalis</i>	<i>Linderiella occidentalis</i>	<i>Linderiella occidentalis</i>	<i>Linderiella occidentalis</i>	<i>Linderiella occidentalis</i>
<i>California linderiella</i>	<i>California linderiella</i>	<i>California linderiella</i>	<i>California linderiella</i>	<i>California linderiella</i>
ICBRA06010	ICBRA06010	ICBRA06010	ICBRA06010	ICBRA06010
90	142	142	142	143
32457	34814	34814	32516	34815
1898	1863	1863	1882	29309
3812173	3812173	3812173	3812173	3812173
Roseville	Roseville	Roseville	Roseville	Roseville
PLA	PLA	PLA	PLA	PLA
T11N, R06E, Sec. 29, SE (M)	T11N, R06E, Sec. 16 (M)	T11N, R06E, Sec. 16 (M)	T12N, R06E, Sec. 27, NW (M)	T11N, R06E, Sec. 21, NW (M)
130	100	100	140	125
Crustaceans	Crustaceans	Crustaceans	Crustaceans	Crustaceans
2	1	1	1	1
1/5 mile	non-specific area	non-specific area	non-specific area	non-specific area
Presumed Extant	Presumed Extant	Presumed Extant	Presumed Extant	Presumed Extant
Natural/Native occurrence	Natural/Native occurrence	Natural/Native occurrence	Natural/Native occurrence	Natural/Native occurrence
Unknown	Unknown	Unknown	Excellent	Unknown
N	N	N	N	N
19950209	20050126	20050126	19960313	19960429
19950209	20050126	20050126	19960209	19960205
PVT-SARES REGIS GROUP	PVT-STANFORD RANCH	PVT-STANFORD RANCH	PVT-PLACER HOLDINGS	PVT-HEWLETT PACKARD
None	None	None	None	None
None	None	None	None	None
G2G3	G2G3	G2G3	G2G3	G2G3
S2S3	S2S3	S2S3	S2S3	S2S3
IUCN_NT	IUCN_NT	IUCN_NT	IUCN_NT	IUCN_NT
BETWEEN KASEBERG CREEK & SOUTH BRANCH PLEASANT GROVE CREEK; 1.8 KM WEST OF SOUTHERN PACIFIC RR AT HWY 65.	NORTH OF ROSEVILLE; WEST OF HWY 65, SOUTH OF PLEASANT GROVE CREEK AND 0.8 KM NORTH OF SCOW ROAD.	EASTRIDGE PROJECT SOUTHERN WETLAND PRESERVE, 1.0 KM EAST OF HIGHWAY 65, 2.2 KM SOUTH OF LINCOLN.	NNW OF ROSEVILLE, 1.8 KM SOUTHWEST OF SOUTHERN PACIFIC RAILROAD AT PLEASANT GROVE CREEK.	NNW OF ROSEVILLE, 1.8 KM SOUTHWEST OF SOUTHERN PACIFIC RAILROAD AT PLEASANT GROVE CREEK.
14 WATER BODIES WERE SAMPLED ON 2/9,10,27 & 3/14/95. LINDERIELLA WAS FOUND IN THIS POOL & 2 OTHERS ON 2/9/95. IN 5 POOLS ON 2/10, IN 1 POOL ON 2/27 & 1 POOL ON 3/14/95. THE LOCATIONS OF THE OTHER POOLS WAS NOT GIVEN.	FOOTHILL BUSINESS PARK MITIGATION SITE, PARCELS 1, 6. POOL LOCATIONS NOT GIVEN FOR LINDERIELLA OCCIDENTALIS. 1995:12 POOLS SURVEYED. 1996:14 POOLS SURVEYED. 1998:13 POOLS SAMPLED. 2003:4 POOLS SAMPLED, OBS IN POOL 8. 2005: 10 POOLS SAMPLED.			HEWLETT PACKARD-90 ACRE PARCEL. 1995 AND 1996: TOTAL OF 103 WATERBODIES SURVEYED EACH YEAR.
HARDPAN VERAL POOL IN ANNUAL NON-NATIVE GRASSLAND. ON 2/9/95 THE SURFACE AREA WAS 129 SQ METERS & THE DEPTH WAS 16 CM. WETLAND COMPENSATION/MITIGATION PRESERVE.	CONSTRUCTED AND HISTORIC WETLANDS (VERNAL POOLS, SEASONAL WETLANDS) ARE INTERSPERSED WITHIN NON-NATIVE ANNUAL GRASSLAND.	NORTHERN HARDPAN VERNAL POOL HABITAT WITH CONSTRUCTED VERNAL POOLS (3.95 ACRES), CONSTRUCTED SEASONAL WETLANDS (1.95 ACRES), AND REFERENCE VERNAL POOLS IN ANNUAL GRASSLAND.		SEASONAL WATERBODIES WITHIN NON-NATIVE ANNUAL GRASSLAND.
POOL #C2: >50 ADULTS OBSERVED. ALSO FOUND IN POOLS 49, C1, 06, 26, E2, N2, 102, 15, & 30. THE INFORMATION PROVIDED BY THE CONSULTANT HAS CONFLICTING DATA ON LOCATION OF THIS POOL; SITE WAS MAPPED ACCORDING TO THEIR MAP, NOT THEIR T-R-S.	1995:NONE OBS. 1/30/1996: 50+ ADULTS IN 4 POOLS. 3/11/1996: 50+ ADULTS IN 2 POOLS. 1/14/97:OBS IN 12 POOLS. 1/13/98:100S IN 2 POOLS. 3/2/98:1000S IN 5 POOLS. 01/27/05:1000'S IN POOL 16, 100'S IN POOL 26. 2006:1000S IN POOL 18.	1996 (THIRD MONITORING YEAR): 1/11-LOW DENSITIES OF LINDERIELLA OBSERVED IN POOL #SW4, B. LYNCHI ALSO PRESENT. 2/9-LOW DENSITIES OF LINDERIELLAS OBSERVED IN POOLS #7 AND 8.		1995: LINDERIELLA OBSERVED IN 8 POOLS (#10, 16, 29, 59, 65, 69, 76 & 78) BETWEEN 12/22/1994 AND 3/7/1995. 1996: LINDERIELLA OBSERVED IN 3 POOLS (#10, 16 & 29) BETWEEN 12/26/1995 AND 2/5/1996.
			FUTURE RESIDENTIAL DEVELOPMENT PLANNED IN ADJACENT AREA; DIRT ROADS BISECT PRESERVE; GRAZING; RODEO GROUNDS TO THE NW.	
			Development; Grazing; Other	
19951011	20060327		19960905	19960906

Blue Oak Commerce Center - CDFW CNDDDB 5 mile search results:

<i>Linderiella occidentalis</i>	<i>Linderiella occidentalis</i>	<i>Linderiella occidentalis</i>	<i>Linderiella occidentalis</i>	<i>Linderiella occidentalis</i>
<i>California linderiella</i>	<i>California linderiella</i>	<i>California linderiella</i>	<i>California linderiella</i>	<i>California linderiella</i>
ICBRA06010	ICBRA06010	ICBRA06010	ICBRA06010	ICBRA06010
249	111	194		201
64329	32456	47451		48420
64408	4988	47451		48420
3812174	3812173	3812173		3812173
Pleasant Grove	Roseville	Roseville		Roseville
PLA	PLA	PLA		PLA
T11N, R05E, Sec. 23, SE (M)	T11N, R06E, Sec. 32, NW (M)	T11N, R06E, Sec. 26 (M)		T11N, R06E, Sec. 31, N (M)
96	120	155		125
Crustaceans	Crustaceans	Crustaceans		Crustaceans
1	1	1		1
specific area	specific area	specific area		specific area
Presumed Extant	Presumed Extant	Presumed Extant		Presumed Extant
Natural/Native occurrence	Natural/Native occurrence	Natural/Native occurrence		Natural/Native occurrence
Good	Fair	Good		Unknown
N	N	N		N
20060131	19970225	20050111		20060109
20060131	19970225	20050111		20060109
PVT	CITY OF ROSEVILLE	PVT, CITY OF ROSEVILLE		CITY OF ROSEVILLE
None	None	None		None
None	None	None		None
G2G3	G2G3	G2G3		G2G3
S2S3	S2S3	S2S3		S2S3
IUCN_NT	IUCN_NT	IUCN_NT		IUCN_NT
NORTH SIDE OF PHILLIPS ROAD, ABOUT 1.3 MILES WEST OF ITS INTERSECTION WITH FIDDYMENT ROAD.	SILVERADO OAKS MITIGATION SITE, NW OF THE WOODCREEK OAKS BLVD & JUNCTION BLVD JCT, ABOUT 3 MI WNW OF ROSEVILLE PO.	ALONG CREEK ON N EDGE OF DIAMOND OAKS MUNICIPAL GOLF COURSE, 1.7 MI N OF ROSEVILLE PO.		3 MILES NW OF ROSEVILLE, ALONG POWER LINES, 0.1 TO 0.8 MILE EAST OF FIDDYMENT ROAD.
	1995: 15 TOTAL WETLANDS SAMPLED BETWEEN PARCELS 32 (EO #390) & 72 (EO#111, THIS OCCURRENCE), 1996: 10 SAMPLED. 1997: 13 SAMPLED. PROVIDED MAP GRAPHIC APPEARED SHIFTED WEST OF TRUE LOCATION; MAPPED TO AERIAL IMAGE MATCHING PRESERVED HABITAT.	1997: SPECIES OBS IN 9 OF 17 POOLS SAMPLED. 1998: SP OBS IN 2 OF 9 POOLS SAMPLED. 1999: SP OBS IN 2 OF 11 POOLS SAMPLED. 2004: SP OBS IN 1 OF 11 POOLS SAMPLED. 2005: SP OBS IN 2 OF 10 POOLS SAMPLED. 2006: SP OBS IN 1 OF 12 POOLS SAMPLED.		WOODCREEK WEST WETLAND COMPENSATION AREA. ABOUT 25% OF THE POOLS WERE SAMPLED (22 IN 2001, 23 IN 2002, 22 IN 2005, 25 IN 2006 - BOTH CONSTRUCTED & HISTORIC). L. OCCIDENTALIS FOUND IN 14 OF 23 POOLS IN 2002 & 13 OF 22 POOLS IN 2005.
VERNAL POOLS.	CONSTRUCTED AND SEASONAL HARDPAN VERNAL POOLS WITHIN NON-NATIVE ANNUAL GRASSLAND. BRANCHINECTA LYNCHI ALSO OBSERVED IN AREA IN 1995, BUT NOT IN 1996 OR 1997.	CONSTRUCTED VERNAL POOLS (1.5 ACRES) IN AREA DOMINATED BY NON-NATIVE ANNUAL GRASSLAND SURROUNDED BY DEVELOPMENT. 1/8/98: VP7 SURFACE AREA 4X12 M, DEPTH 10 CM; VP10 SURFACE AREA 4X8 M, DEPTH 10 CM. 2/27/98: VP7 SURFACE AREA 4X16 M, DEPTH 16.		HABITAT CONSISTS OF CONSTRUCTED AND HISTORIC VERNAL POOLS WITHIN AN ANNUAL GRASSLAND HABITAT; WETLAND COMPENSATION AREA. SITE IS UNDER POWER LINES.
COMPLEX OF 7 CLOSELY-SPACED VERNAL POOLS. 10'S TO 100'S OBSERVED.	1995: UNKNOWN NUMBERS OF LINDERIELLA OBSERVED IN CONSTRUCTED POOLS IN PARCELS 32 & 72. 1996: >50 ADULTS OBSERVED IN CONSTRUCTED POOLS (VP106 & VP108). 1997: 10'S OBSERVED IN HVE & VP107; 1000'S OBSERVED IN VP106.	JAN 1997: 10S OBS IN 3 POOLS. 100S IN 3 POOLS, 1000S IN 3 POOLS. JAN & FEB 1998: 100S IN VP77, VP10 & VP7. MAR 1999: 1000S IN VP7 & VP16. FEB 2004: 100S IN POOL U15. JAN 2005: 100S IN POOL U18, 10S IN POOL U47. JAN 2006: 100S IN POOL U80.		2001: 10'S OBS IN POOLS 45 AND 55. 2002: 10'S OBS IN POOLS 21, 48, 51 AND 85; 100'S OBS IN POOLS 44, 70, 74 AND 86; 1000'S OBS IN POOLS 10, 17, 28, 46, 82 AND N2. 2005: 10'S-1000'S OBS IN 13 POOLS. 2006: 10'S-100'S OBS IN 19 POOLS.
20060327	20110708	20110708		20060327

Blue Oak Commerce Center - CDFW CNDDDB 5 mile search results:

<i>Linderiella occidentalis</i>	<i>Linderiella occidentalis</i>	<i>Linderiella occidentalis</i>	<i>Linderiella occidentalis</i>	<i>Linderiella occidentalis</i>
<i>California linderiella</i>	<i>California linderiella</i>	<i>California linderiella</i>	<i>California linderiella</i>	<i>California linderiella</i>
ICBRA06010	ICBRA06010	ICBRA06010	ICBRA06010	ICBRA06010
390	187	250	250	200
82419	46106	64330	64330	48410
83442	46109	64409	64409	48410
3812173	3812173	3812174	3812174	3812173
Roseville	Roseville	Pleasant Grove	Pleasant Grove	Roseville
PLA	PLA	PLA	PLA	PLA
T11N, R06E, Sec. 33, NW (M)	T11N, R06E, Sec. 20, NW (M)	T11N, R05E, Sec. 22, NE (M)	T11N, R05E, Sec. 22, NE (M)	T11N, R06E, Sec. 22, NE (M)
130	115	90	90	130
Crustaceans	Crustaceans	Crustaceans	Crustaceans	Crustaceans
1	2	1	1	1
specific area	non-specific area	specific area	specific area	specific area
Presumed Extant	Presumed Extant	Presumed Extant	Presumed Extant	Presumed Extant
Natural/Native occurrence	Natural/Native occurrence	Natural/Native occurrence	Natural/Native occurrence	Natural/Native occurrence
Unknown	Unknown	Good	Good	Unknown
N	N	N	N	N
19950302	20060109	20060131	20060131	20050121
19950206	20060109	20060131	20060131	20050121
CITY OF ROSEVILLE	CITY OF ROSEVILLE	PVT	PVT	CITY OF ROSEVILLE
None	None	None	None	None
None	None	None	None	None
G2G3	G2G3	G2G3	G2G3	G2G3
S2S3	S2S3	S2S3	S2S3	S2S3
IUCN_NT	IUCN_NT	IUCN_NT	IUCN_NT	IUCN_NT
OPEN AREA BETWEEN RESIDENTIAL HOUSING NE OF COUNTRY CLUB DR AT ACTON WAY, CENTERED ABOUT 2.2 MI NW OF ROSEVILLE PO.	1 MILE SW OF THE INTERSECTION OF FIDDYMENT ROAD AND PLEASANT GROVE CREEK, ROSEVILLE.	SOUTH SIDE OF PHILLIP ROAD ABOUT 3 MILES EAST OF BREWER ROAD, NORTHWEST OF ROSEVILLE.	1 MILE SW OF THE INTERSECTION OF FIDDYMENT ROAD AND PLEASANT GROVE CREEK, ROSEVILLE.	2.5 MILES NORTH ROSEVILLE, 0.4 MILE EAST OF INTERSECTION OF EAST ROSEVILLE PARKWAY AND WASHINGTON BLVD, WEST OF HWY 65.
1995: 15 TOTAL WETLANDS SAMPLED BETWEEN PARCELS 32 (EO#390, THIS OCCURRENCE) & 72 (EO#111). PROVIDED MAP GRAPHIC APPEARED SHIFTED WEST OF TRUE LOCATION; MAPPED TO AERIAL IMAGE MATCHING PRESERVED HABITAT.	WOODCREEK NORTH OPEN SPACE PRESERVE/WETLAND COMPENSATION AREA.	POOL NUMBERS 321, 330, 342, 357, 396, AND 401.	WOODCREEK NORTH OPEN SPACE PRESERVE/WETLAND COMPENSATION AREA.	HIGHLAND RESERVE SOUTH.
CONSTRUCTED AND SEASONAL HARDPAN VERNAL POOLS WITH NON-NATIVE ANNUAL GRASSLAND.	HABITAT CONSISTS OF ANNUAL GRASSLAND WITH CONSTRUCTED AND HISTORIC VERNAL POOLS SURROUNDED BY OAK WOODLAND. BRANCHINECTA LYNCHI ALSO FOUND HERE.	VERNAL POOL COMPLEX.	HABITAT CONSISTS OF PRESERVE WITH CONSTRUCTED AND HISTORIC VERNAL POOLS WITHIN A NON-NATIVE ANNUAL GRASSLAND. SURROUNDED BY URBAN AREAS AND DEVELOPMENT.	HABITAT CONSISTS OF PRESERVE WITH CONSTRUCTED AND HISTORIC VERNAL POOLS WITHIN A NON-NATIVE ANNUAL GRASSLAND. SURROUNDED BY URBAN AREAS AND DEVELOPMENT.
LINDERIELLA OCCIDENTALIS OBSERVED IN CONSTRUCTED VERNAL POOLS SOMETIME BETWEEN 6 FEB AND 2 MAR 1995.	UNKNOWN # OBS 7 MAR 2001. 1000'S OBS 28 FEB 2002 IN POOL C. FOUND IN POOLS 2, 3, 5, & 7 IN JAN 2003. 1000'S OBS. 17 FEB 2004 IN POOL #5. 7 JAN 2005: 1000'S IN POOLS SWB, SWC, SWE. 100'S IN POOL SWF. JAN 2006: 10S-1000S IN 7 POOLS.	10'S TO 100'S IN EACH POOL.	UNKNOWN # OBS 7 MAR 2001. 1000'S OBS 28 FEB 2002 IN POOL C. FOUND IN POOLS 2, 3, 5, & 7 IN JAN 2003. 1000'S OBS. 17 FEB 2004 IN POOL #5. 7 JAN 2005: 1000'S IN POOLS SWB, SWC, SWE. 100'S IN POOL SWF. JAN 2006: 10S-1000S IN 7 POOLS.	100'S OF INDIVIDUALS OBSERVED WITHIN POOL #ND ON 4 JAN 2002, AND AN UNKNOWN NUMBER WERE OBSERVED IN POOLS #N92, N108, AND NL ON 12 AND 16 FEB 2004. 10'S OBS IN POOLS ND, N82, N87 ON 21 JAN 2005.
20110429	20060620	20060620	20060327	20051017

Blue Oak Commerce Center - CDFW CNDDDB 5 mile search results:

<i>Linderiella occidentalis</i>	<i>Linderiella occidentalis</i>	<i>Linderiella occidentalis</i>	<i>Linderiella occidentalis</i>
<i>California linderiella</i>	<i>California linderiella</i>	<i>California linderiella</i>	<i>California linderiella</i>
ICBRA06010	ICBRA06010	ICBRA06010	ICBRA06010
419	227	246	185
93322	56433	62823	42747
94459	56449	62877	42747
3812174	3812173	3812173	3812173
Pleasant Grove	Roseville	Roseville	Roseville
PLA	PLA	PLA	PLA
T10N, R05E, Sec. 01, N (M)	T11N, R06E, Sec. 23, SW (M)	T11N, R06E, Sec. 27, NE (M)	T12N, R06E, Sec. 33, SW (M)
100	160	150	115
Crustaceans	Crustaceans	Crustaceans	Crustaceans
1	1	1	1
80 meters	80 meters	80 meters	80 meters
Presumed Extant	Presumed Extant	Presumed Extant	Presumed Extant
Natural/Native occurrence	Natural/Native occurrence	Natural/Native occurrence	Natural/Native occurrence
Unknown	Unknown	Unknown	Unknown
N	N	N	N
20061118	20010220	20050121	19970212
20061118	20010220	20050121	19970212
PVT	UNKNOWN	UNKNOWN	UNKNOWN
None	None	None	None
None	None	None	None
G2G3	G2G3	G2G3	G2G3
S2S3	S2S3	S2S3	S2S3
IUCN_NT	IUCN_NT	IUCN_NT	IUCN_NT
SOUTH SIDE OF BASE LINE ROAD ABOUT 0.5 MILE EAST OF THE WATT AVENUE JUNCTION, WEST OF ROSEVILLE.	NW OF THE JUNCTION OF PLEASANT GROVE BLVD AND ROSEVILLE PARKWAY, SOUTH OF HIGHWAY 65, ROSEVILLE.	LOCATED BETWEEN HIGHWAY 65 AND ROSEVILLE PARKWAY, NW OF GIBSON DRIVE, ROSEVILLE.	0.6 MILE NW OF PLEASANT GROVE RD & SPRR, 1.4 MILE ESE OF ORCHARD CREEK & INGRAM SLOUGH CONFLUENCE, NNW OF ROSEVILLE.
MAPPED TO LOCATIONS OF POOL HBC4C FROM 2007 REPORT. PART OF 1,800-ACRE LINEAR SURVEY AREA FOR PGE LINE 123 EXTENSION/LINE 407 (PHASE 1)/METRO AIR PARK DISTRIBUTION FEEDER PROJECT.	HIGHLAND RESERVE SOUTH.	HIGHLAND RESERVE SOUTH OPEN SPACE AREAS. POOLS LOCATED 0.28 MILE NORTH OF THE INTERSECTION OF ROSEVILLE PARKWAY AND GIBSON DRIVE, SOUTH SIDE OF DRAINAGE.	JUST SOUTH OF ORCHARD CREEK, ORCHARD CREEK MITIGATION BANK. MAJORITY OF VERNAL POOLS ARE ON SAN JOAQUIN SANDY LOAM AND ALAMO-FIDDYMENT COMPLEX SOILS. MORE MAP DETAIL IN REPORT.
POTENTIAL BRANCHIOPOD HABITAT PER 2007 REPORT.	HABITAT CONSISTS OF A HISTORIC VERNAL POOL.	HABITAT CONSISTS OF A COMPENSATION (CONSTRUCTED) VERNAL POOL.	ENDEMIC VEGETATION: RANUNCULUS ALVEOLATUS, ERYNGIUM VASEYI, PLAGIOBOTHRYUS STIPTAUS, PSILICARPUS ZIZYPHOROIDES, DESCHAMPSIA DAMTHONIOIDES, NAVARRETIA LEUCOCEPHALA.
1 CYST FOUND IN DRY-SEASON SAMPLES TAKEN NOV 2006.	100'S OBSERVED IN POOL WRR ON 21 JAN 2005.	10'S OBSERVED IN POOL E16 ON 20 FEB 2001.	OBSERVED LINDERIELLA THIS POOL WAS RATED HIGH IN ABUNDANCE.
ENERGY INFRASTRUCTURE MAINTENANCE/CONSTRUCTION.			
Other			
20140730	20051018	20040819	20000412

Blue Oak Commerce Center - CDFW CNDDDB 5 mile search results:

<i>Downingia pusilla</i>	<i>Downingia pusilla</i>	<i>Downingia pusilla</i>	<i>Juncus leiospermus</i> <i>var. leiospermus</i>	<i>Linderiella occidentalis</i>
<i>dwarf downingia</i>	<i>dwarf downingia</i>	<i>dwarf downingia</i>	<i>Red Bluff dwarf rush</i>	<i>California linderiella</i>
PDCAM060C0	PDCAM060C0	PDCAM060C0	PMJUN011L2	ICBRA06010
101	36		10	257
43409	11732		11642	64342
43409	13217		22188	64421
3812174	3812173		3812173	3812173
Pleasant Grove	Roseville		Roseville	Roseville
PLA	PLA		PLA	PLA
T11N, R05E, Sec. 23, SW (M)	T11N, R06E, Sec. 26, SE (M)		T11N, R06E, Sec. 16, NE (M)	T11N, R05E, Sec. 24, SW (M)
100	210		110	95
Dicots	Dicots		Monocots	Crustaceans
1	1		1	1
specific area	1/5 mile		1/5 mile	80 meters
Presumed Extant	Possibly Extirpated		Presumed Extant	Presumed Extant
Natural/Native occurrence	Natural/Native occurrence		Natural/Native occurrence	Natural/Native occurrence
Good	None		Unknown	Unknown
N	N		N	N
20020501	19970618		19970618	20060131
20020501	19870415		19820428	20060131
PVT	UNKNOWN		PVT	PVT
None	None		None	None
None	None		None	None
GU	GU		G2T2	G2G3
S2	S2		S2	S2S3
2B.2	2B.2		1B.1	
			BLM_S; USFS_S	IUCN_NT
SOUTH OF PHILLIP ROAD ABOUT 3.5 MILES EAST OF BREWER ROAD, NORTHWEST OF ROSEVILLE.	NE OF ROSEVILLE AND SW OF ROCKLIN POWER LINE.		APPROX 0.5 MI N OF SCOW RD INDUSTRIAL BLVD, ROSEVILLE.	NEAR UNNAMED TRIBUTARY TO PLEASANT GROVE CREEK NORTH AND EAST OF PHILLIP ROAD, NW OF ROSEVILLE.
SEVERAL POOLS MAPPED IN SEVEN POLYGONS AT CNDDDB, ABOUT 0.5 MILE SOUTH OF PHILIP ROAD. POOLS ARE NEAR THE CENTER OF THE SOUTH HALF OF SECTION 23 AND SOUTH INTO THE NORTH HALF OF SECTION 26.			WEST OF RR TRACKS, SOUTH OF INDUSTRIAL WASTE PONDS AND EAST OF A POWERLINE.	POOL #567, WEST OF HAYDEN PARKWAY. MAPPED 0.2 MILE WEST OF FIDDYMENT RANCH.
VERNAL POOLS DOMINATED BY PLAGIOBOTHRYS STIPITATUS, POGOGYNE ZIZIPHOROIDES, PSILOCARPHUS BREVISSIMUS, NAVARETTIA LEUCOCEPHALA, AND HORDEUM MURINUM SSP. GOSSONEANUM.	VERNAL POOL ON INKS-EXCHEQUER SOILS. ASSOCIATED WITH ALLOCARYA STIPITATA MICRANTHA, ALOPECURUS HOWELLII, LASTHENIA CHRYSOSTOMA, AND ERYNGIUM VASEYI.		MARGINS OF VERNAL POOLS, LARGELY ON KILAGA LOAM SOILS.	
UNKNOWN NUMBER OF PLANTS OBSERVED IN FIVE POOLS IN 2000. FEWER THAN 10 PLANTS OBSERVED IN 2002 AT TWO NEW LOCATIONS. INCLUDES FORMER OCCURRENCE #102.	1000-1500 PLANTS IN 1987. THIS AREA WAS GRADED WHEN VISITED IN 1997. SITE IS NOW LOCATED SOUTH OF ROSEVILLE PARKWAY AT DIAMOND OAKS ROAD.		NO PLANTS SEEN IN 1997 WINDSHIELD SURVEY; HABITAT APPEARED INTACT. WITHAM CONSIDERS THIS SITE TO BE ERRONEOUS; IT IS WELL OUTSIDE THE REPORTED RANGE OF THIS SPECIES. IT MAY BE VAR. AHARTII OR A MISIDENTIFICATION. NEEDS FIELDWORK.	NUMBERS FOUND NOT GIVEN FOR THIS POOL.
SITE IS GRAZED AND RECEIVES RUNOFF FROM ADJACENT HOUSING. AREA IS SLATED FOR DEVELOPMENT.	SITE GRAZED AND RUTTED BY VEHICLE TRACKS. ROSEVILLE PLANS TO RETAIN AS URBAN RESERVE, BUT DEVELOPMENT SURROUNDS.		THREATS INCLUDE HOUSING OR LIGHT INDUSTRY DEVELOPMENT.	
Development; Erosion/runoff: Grazing			Development	
20030304	19970811		20030408	20060327

Blue Oak Commerce Center - CDFW CNDDDB 5 mile search results:

Downingia pusilla	Downingia pusilla	Downingia pusilla	Downingia pusilla	Downingia pusilla
dwarf downingia	dwarf downingia	dwarf downingia	dwarf downingia	dwarf downingia
PDCAM060C0	PDCAM060C0	PDCAM060C0	PDCAM060C0	PDCAM060C0
37	98	98	100	60
11676	43406	43406	43408	26041
17396	43406	43406	43408	5230
3812173	3812173	3812173	3812174	3812173
Roseville	Roseville	Roseville	Pleasant Grove	Roseville
PLA	PLA	PLA	PLA	PLA
T11N, R06E, Sec. 22 (M)	T11N, R05E, Sec. 24, NW (M)	T11N, R05E, Sec. 24, NW (M)	T11N, R05E, Sec. 23, NW (M)	T12N, R06E, Sec. 28, SE (M)
135	90	90	90	130
Dicots	Dicots	Dicots	Dicots	Dicots
1	1	1	1	1
specific area	specific area	specific area	specific area	specific area
Presumed Extant	Presumed Extant	Presumed Extant	Presumed Extant	Presumed Extant
Natural/Native occurrence	Natural/Native occurrence	Natural/Native occurrence	Natural/Native occurrence	Natural/Native occurrence
Poor	Good	Good	Good	Excellent
N	N	N	N	N
20130401	20000412	20000412	20000412	19900414
20130401	20000412	20000412	20000412	19900414
PVT, CITY OF ROSEVILLE	PVT	PVT	PVT	PVT
None	None	None	None	None
None	None	None	None	None
GU	GU	GU	GU	GU
S2	S2	S2	S2	S2
2B.2	2B.2	2B.2	2B.2	2B.2
WEST OF HIGHWAY 65, ABOUT 0.5 AND 0.8 AIR MILE WEST OF JUNCTION WITH PLEASANT GROVE BLVD, NORTH OF ROSEVILLE.	ABOUT 0.7 MILE WEST OF CONFLUENCE OF KASEBERG CREEK AND PLEASANT GROVE CREEK, NORTHWEST OF ROSEVILLE.	ABOUT 0.7 MILE WEST OF CONFLUENCE OF KASEBERG CREEK AND PLEASANT GROVE CREEK, NORTHWEST OF ROSEVILLE.	SOUTH SIDE OF PHILLIP ROAD ABOUT 3 MILES EAST OF BREWER ROAD, NORTHWEST OF ROSEVILLE.	BETWEEN HIGHWAY 65 AND INDUSTRIAL BLVD NORTH OF ORCHARD CREEK, 2.2 MILES SOUTH OF LINCOLN.
3 POLYGONS MAPPED ACCORDING TO 1987 STROMBERG MAPS AND 2013 VOLLMAR DIGITAL DATA.	FOUR POOLS MAPPED WITHIN THREE POLYGONS AT CNDDDB, ABOUT 1 MILE WEST OF ELBOW IN FIDDYMENT ROAD. POOLS ARE WITHIN THE WEST HALF OF THE NW 1/4 OF SECTION 24.	FOUR POOLS MAPPED WITHIN THREE POLYGONS AT CNDDDB, ABOUT 1 MILE WEST OF ELBOW IN FIDDYMENT ROAD. POOLS ARE WITHIN THE WEST HALF OF THE NW 1/4 OF SECTION 24.	FIVE POOLS MAPPED IN THREE POLYGONS AT CNDDDB, JUST SOUTH OF PHILIP ROAD. POOLS ARE WITHIN THE NW 1/4 NW 1/4 SECTION 23 AND THE NE CORNER OF SECTION 22.	MAPPED ABOUT 0.6 AIR MILE SSW OF THE LINCOLN RODEO GROUNDS. WITHIN THE NE 1/4 OF THE SE 1/4 OF SECTION 28 AND THE NW 1/4 OF THE SW 1/4 OF SECTION 27.
SHALLOW VERNAL POOLS ON COMETA-FIDDYMENT SOILS COMPLEX. ASSOCIATED WITH ALLOCARYA STIPITATA MICRANTHA, CRASSULA AQUATICA, DOWNINGIA ORNATISSIMA, AND GRATIOLA EBRACTEATA.	VERNAL POOLS DOMINATED BY PLAGIOBOTHRYS STIPITATUS, POGOGYNE ZIZIPHOROIDES, PSILOCARPHUS BREVISSIMUS, NAVARETTIA LEUCOCEPHALA, AND HORDEUM MURINUM SSP. GOSSONEANUM.	VERNAL POOLS DOMINATED BY PLAGIOBOTHRYS STIPITATUS, POGOGYNE ZIZIPHOROIDES, PSILOCARPHUS BREVISSIMUS, NAVARETTIA LEUCOCEPHALA, AND HORDEUM MURINUM SSP. GOSSONEANUM.	VERNAL POOLS DOMINATED BY PLAGIOBOTHRYS STIPITATUS, POGOGYNE ZIZIPHOROIDES, PSILOCARPHUS BREVISSIMUS, NAVARETTIA LEUCOCEPHALA, AND HORDEUM MURINUM SSP. GOSSONEANUM.	NORTHERN CLAYPAN VERNAL POOLS ON SAN JOAQUIN SOIL SERIES AND NORTHERN VOLCANIC MUDFLOW VERNAL POOLS ON EXCHEQUER SERIES SOILS. ASSOCIATED WITH PLAGIOBOTHRYS STIPITATUS, DOWNINGIA BICORNUTA, LASTHENIA FREMONTII, NAVARRETIA LEUCOCEPHALA, ETC.
WESTERN POLYGON: 7000+ PLANTS IN THREE VERNAL POOLS IN 1987, SITE WAS GRADED WHEN VISITED IN 1997. SEEN IN TWO EASTERN POLYGONS IN 2013.	UNKNOWN NUMBER OF PLANTS OBSERVED IN FOUR POOLS IN 2000.	UNKNOWN NUMBER OF PLANTS OBSERVED IN FOUR POOLS IN 2000.	UNKNOWN NUMBER OF PLANTS OBSERVED IN FIVE POOLS IN 2000.	MORE THAN 1000 PLANTS OBSERVED IN 1989. 237 PLANTS OBSERVED IN 1990. SITE HAS MANY LARGE POOLS, SWALES AND VERNAL FLATS. SAN JOAQUIN SERIES AND MUDFLOW POOLS BOTH PRESENT. AREA SHOULD BE EVALUATED FOR REGIONAL POOL PRESERVE.
W POLYGON: SITE GRAZED, EXTIRPATED BY HOUSING DEVELOPMENT ACCORDING TO 2017 AERIAL IMAGERY.	SITE IS GRAZED AND RECEIVES RUNOFF FROM ADJACENT HOUSING. AREA IS SLATED FOR DEVELOPMENT.	SITE IS GRAZED AND RECEIVES RUNOFF FROM ADJACENT HOUSING. AREA IS SLATED FOR DEVELOPMENT.	SITE IS GRAZED AND RECEIVES RUNOFF FROM ADJACENT HOUSING. AREA IS SLATED FOR DEVELOPMENT.	SITE IS CURRENTLY GRAZED BY CATTLE. GENERAL AREA IS BEING DEVELOPED RAPIDLY.
Development; Grazing	Development; Erosion/runoff: Grazing	Development; Erosion/runoff: Grazing	Development; Erosion/runoff: Grazing	Development; Grazing
20180724	20000810	20000810	20000810	19940808

Blue Oak Commerce Center - CDFW CNDDDB 5 mile search results:

<i>Downingia pusilla</i>	<i>Downingia pusilla</i>	<i>Downingia pusilla</i>	<i>Downingia pusilla</i>	<i>Downingia pusilla</i>
<i>dwarf downingia</i>	<i>dwarf downingia</i>	<i>dwarf downingia</i>	<i>dwarf downingia</i>	<i>dwarf downingia</i>
PDCAM060C0	PDCAM060C0	PDCAM060C0	PDCAM060C0	PDCAM060C0
142	131	131	99	110
B0120	83692	83692	43407	50379
111979	84720	84720	43407	50379
3812173	3812174	3812174	3812173	3812173
Roseville	Pleasant Grove	Pleasant Grove	Roseville	Roseville
PLA	PLA	PLA	PLA	PLA
T11N, R06E, Sec. 32, NW (M)	T11N, R05E, Sec. 14, SE (M)	T11N, R05E, Sec. 14, SE (M)	T11N, R05E, Sec. 24, SW (M)	T12N, R06E, Sec. 32, NE (M)
125	80	80	100	118
Dicots	Dicots	Dicots	Dicots	Dicots
1	1	1	1	1
specific area	specific area	specific area	specific area	80 meters
Presumed Extant	Presumed Extant	Presumed Extant	Presumed Extant	Presumed Extant
Natural/Native occurrence	Natural/Native occurrence	Natural/Native occurrence	Natural/Native occurrence	Natural/Native occurrence
Unknown	Good	Good	Good	Excellent
N	N	N	N	N
20130401	20060428	20060428	20000412	20020503
20130401	20060428	20060428	20000412	20020503
CITY OF ROSEVILLE	PVT	PVT	PVT	PVT-WILDLANDS INC
None	None	None	None	None
None	None	None	None	None
GU	GU	GU	GU	GU
S2	S2	S2	S2	S2
2B.2	2B.2	2B.2	2B.2	2B.2
JUST NORTH OF THE INTERSECTION OF WOODCREEK OAKS BLVD AND JUNCTION BLVD, ROSEVILLE.	NORTH SIDE OF PLEASANT GROVE CREEK, ABOUT 1.1 AIR MILES NORTHWEST OF R F FIDDYMENT RANCH.	NORTH SIDE OF PLEASANT GROVE CREEK, ABOUT 1.1 AIR MILES NORTHWEST OF R F FIDDYMENT RANCH.	ABOUT 1 MILE SOUTHWEST OF CONFLUENCE OF KASEBERG CREEK AND PLEASANT GROVE CREEK, NORTHWEST OF ROSEVILLE.	NORTH SIDE OF ORCHARD CREEK, 3 MILES SW OF LINCOLN. 1.4 MILES NW OF INDUSTRIAL AVE AT ATHENS AVE, NORTH OF ROSEVILLE.
3 POLYGONS MAPPED ACCORDING TO 2013 VOLLMAR DIGITAL DATA, IN THE SOUTH 1/2 OF THE NW 1/4 OF SECTION 32.	MAPPED IN THE NORTH HALF OF THE SE 1/4 OF SECTION 14 ACCORDING TO A 2006 MAP BY FISHER.	MAPPED IN THE NORTH HALF OF THE SE 1/4 OF SECTION 14 ACCORDING TO A 2006 MAP BY FISHER.	TWO POOLS MAPPED BY CNDDDB: JUST NORTH OF PHILIP ROAD ABOUT 0.9 MILE WEST OF FIDDYMENT ROAD. POOLS ARE WITHIN THE SW 1/4 SW 1/4 SECTION 24.	MAPPED WITHIN THE NW 1/4 OF THE NE 1/4 OF SECTION 32.
VERNAL POOL. ASSOCIATED WITH DOWNINGIA BICORNUTA, PSILOCARPHUS BREVISSIMUS VAR. BREVISSIMUS, PLAGIOBOTHRYS STIPITATUS VAR. MICRANTHUS, RANUNCULUS BONARIENSIS, ETC.	WETLAND SWALE. ASSOCIATED W/ RANUNCULUS BONARIENSIS TRISEPALUS, PLAGIOBOTHRYS STIPITATUS, AND ERYNGIUM VASEYI. SURROUNDING LANDSCAPE CONSISTS OF UNDULATING GRASSLAND WITH VERNAL POOLS, SWALES, AND PLEASANT GROVE CREEK.	WETLAND SWALE. ASSOCIATED W/ RANUNCULUS BONARIENSIS TRISEPALUS, PLAGIOBOTHRYS STIPITATUS, AND ERYNGIUM VASEYI. SURROUNDING LANDSCAPE CONSISTS OF UNDULATING GRASSLAND WITH VERNAL POOLS, SWALES, AND PLEASANT GROVE CREEK.	VERNAL POOLS DOMINATED BY PLAGIOBOTHRYS STIPITATUS, POGOGYNE ZIZYPHOROIDES, PSILOCARPHUS BREVISSIMUS, NAVARRETIA LEUCOCEPHALA, AND HORDEUM MURINUM SSP. GOSSONEANUM.	LARGE VERNAL POOLS WITH DOWNINGIA BICORNUTA, LASTHENIA FREMONTII, PSILOCARPHUS BREVISSIMUS, GRATIOLA EBRacteATA, AND PLAGIOBOTHRYS STIPITATUS. LEGENERE LIMOSA ALSO PRESENT.
2010 POPULATION NUMBERS FOR POLYGONS FROM NORTH TO SOUTH: 1000, 50, AND 500+ PLANTS SEEN IN 2010. 100-500 PLANTS SEEN IN MIDDLE POLYGON IN 2013.	SEVERAL THOUSAND PLANTS OBSERVED IN 2006.	SEVERAL THOUSAND PLANTS OBSERVED IN 2006.	UNKNOWN NUMBER OF PLANTS OBSERVED IN 2000. 2010 AERIAL PHOTO SHOWS DEVELOPMENT AT SOUTHERN POOL. SOUTHERN COLONY IS PROBABLY EXTIRPATED.	FEWER THAN 100 PLANTS OBSERVED IN 2002 IN TWO POOLS, LIKELY TO OCCUR IN OTHER ADJACENT POOLS AS WELL. WITHIN CONSERVATION BANK.
	THREATENED BY RESIDENTIAL AND COMMERCIAL DEVELOPMENT.	THREATENED BY RESIDENTIAL AND COMMERCIAL DEVELOPMENT.	SITE IS GRAZED AND RECEIVES RUNOFF FROM ADJACENT HOUSING. AREA IS SLATED FOR DEVELOPMENT.	LIGHT GRAZING.
	Development	Development	Development; Erosion/runoff; Grazing	Grazing
20180724	20110914	20110914	20110914	20110914

Blue Oak Commerce Center - CDFW CNDDDB 5 mile search results:

Downingia pusilla	Downingia pusilla	Downingia pusilla	Downingia pusilla	Downingia pusilla	Downingia pusilla
dwarf downingia	dwarf downingia	dwarf downingia	dwarf downingia	dwarf downingia	dwarf downingia
PDCAM060C0	PDCAM060C0	PDCAM060C0	PDCAM060C0	PDCAM060C0	PDCAM060C0
130	132	132	141	97	
83688	83693	83693	B0119	43402	
84716	84721	84721	111978	43402	
3812174	3812174	3812174	3812173	3812173	
Pleasant Grove	Pleasant Grove	Pleasant Grove	Roseville	Roseville	
PLA	PLA	PLA	PLA	PLA	
T11N, R05E, Sec. 14, NE (M)	T11N, R05E, Sec. 14, SE (M)	T11N, R06E, Sec. 33, NW (M)	T11N, R05E, Sec. 24, NE (M)	T11N, R05E, Sec. 24, NE (M)	
80	80	135	95	95	
Dicots	Dicots	Dicots	Dicots	Dicots	
1	1	1	1	1	
specific area	specific area	specific area	specific area	specific area	
Presumed Extant	Presumed Extant	Presumed Extant	Presumed Extant	Presumed Extant	
Natural/Native occurrence	Natural/Native occurrence	Natural/Native occurrence	Natural/Native occurrence	Natural/Native occurrence	
Good	Poor	Good	Good	Good	
N	N	N	N	N	
20060428	20060428	20140519	20000412	20000412	
20060428	20060428	20140519	20000412	20000412	
PVT	PVT	CITY OF ROSEVILLE	PVT	PVT	
None	None	None	None	None	
None	None	None	None	None	
GU	GU	GU	GU	GU	
S2	S2	S2	S2	S2	
2B.2	2B.2	2B.2	2B.2	2B.2	
NORTH OF PLEASANT GROVE CREEK, ABOUT 1.5 AIR MILES NORTHWEST OF R F FIDDYMENT RANCH.	SOUTH SIDE OF PLEASANT GROVE CREEK, ABOUT 1 AIR MILE WNW OF R F FIDDYMENT RANCH.	SOUTH OF PLEASANT GROVE BLVD, ABOUT 300 FT EAST OF COUNTY CLUB DRIVE, ROSEVILLE.	JUST WEST OF CONFLUENCE OF KASEBERG CREEK AND PLEASANT GROVE CREEK, NORTHWEST OF ROSEVILLE.		
MAPPED IN THE SW 1/4 OF THE NE 1/4 OF SECTION 14 ACCORDING TO A 2006 MAP BY FISHER.	MAPPED IN THE SW 1/4 OF THE SE 1/4 OF SECTION 14 ACCORDING TO A 2006 MAP BY FISHER.	UNDERNEATH TRANSMISSION LINES, 180 FT SOUTH OF THE EAST-WEST BIKE PATH THROUGH THE OPEN SPACE. MAPPED ACCORDING TO 2013 PIMENTEL COORDINATES AND 2014 HUDDLESTON COORDINATES, WITHIN THE FAR NW 1/4 OF SECTION 33.	MAPPED IN SINGLE POOL ABOUT 0.35 MILE WEST OF ELBOW IN FIDDYMENT ROAD. WITHIN THE NW 1/4 NE 1/4 SECTION 24.		
VERNAL POOL. ASSOCIATED WITH RANUNCULUS BONARIENSIS TRISEPALUS, PLAGIOBOTHRYS STIPITATUS, AND ERYNGIUM VASEYI. SURROUNDING LANDSCAPE CONSISTS OF UNDULATING GRASSLAND WITH VERNAL POOLS, SWALES, AND PLEASANT GROVE CREEK.	MAN-MADE DITCH. ASSOC W/ RANUNCULUS BONARIENSIS TRISEPALUS, PLAGIOBOTHRYS STIPITATUS, AND ERYNGIUM VASEYI. SURROUNDING LANDSCAPE CONSISTS OF UNDULATING GRASSLAND WITH VERNAL POOLS, SWALES, AND PLEASANT GROVE CREEK.	POOL DOMINATED BY ELEOCHARIS MACROSTACHYA. ASSOCIATED WITH DOWNINGIA BICORNUTA, POLYPOGON MONSPELIENSIS, FESTUCA PERENNIS, CALLITRICHE MARGINATA, PILULARIA AMERICANA, CRASSULA AQUATICA, PSILOCARPHUS BREVISSIMUS, ERYNGIUM CASTRENSE, ETC.	VERNAL POOLS DOMINATED BY PLAGIOBOTHRYS STIPITATUS, POGOGYNE ZIZIPHOROIDES, PSILOCARPHUS BREVISSIMUS, NAVARETTIA LEUCOCEPHALA, AND HORDEUM MURINUM SSP. GOSSONEANUM.		
APPROXIMATELY 100 PLANTS OBSERVED IN 2006.	ONE PLANT OBSERVED IN 2006.	14,000 PLANTS OBSERVED IN 2013. FEWER THAN 100 PLANTS OBSERVED IN 2014; POPULATION DECLINE PRESUMABLY DUE TO THE UNUSUALLY DRY OVERALL SEASONAL CONDITIONS.	UNKNOWN NUMBER OF PLANTS OBSERVED IN SINGLE POOL IN 2000.		
THREATENED BY RESIDENTIAL AND COMMERCIAL DEVELOPMENT.	THREATENED BY RESIDENTIAL AND COMMERCIAL DEVELOPMENT.	HUMAN VISITATION, FERAL ANIMALS, RUNOFF FROM SURROUNDING HOMES.	SITE IS GRAZED AND RECEIVES RUNOFF FROM ADJACENT HOUSING. AREA IS SLATED FOR DEVELOPMENT.		
Development	Development	Erosion/runoff; Foot traffic/trampling; Other	Development; Erosion/runoff; Grazing		
20110914	20110921	20180724	20000810		

Blue Oak Commerce Center - CDFW CNDDDB 5 mile search results:

<i>Linderiella occidentalis</i>	<i>Legenere limosa</i>	<i>Legenere limosa</i>	<i>Legenere limosa</i>	<i>Legenere limosa</i>
<i>California linderiella</i>	<i>Legenere limosa</i>	<i>Legenere limosa</i>	<i>Legenere limosa</i>	<i>legenere</i>
	ICBRA06010	PDCAM0C010	PDCAM0C010	PDCAM0C010
	157	84	58	11
	38256	A7923	48978	11680
	33921	109709	48978	28357
	3812173	3812173	3812173	3812173
	Roseville	Roseville	Roseville	Roseville
	PLA	PLA	PLA	PLA
	T11N, R06E, Sec. 30 (M)	T12N, R06E, Sec. 28, SW (M)	T12N, R06E, Sec. 32, NE (M)	T11N, R06E, Sec. 10, SW (M)
	120	130	118	120
	Crustaceans	Dicots	Dicots	Dicots
	1	1	1	1
	non-specific area	specific area	specific area	specific area
	Presumed Extant	Presumed Extant	Presumed Extant	Presumed Extant
	Natural/Native occurrence	Natural/Native occurrence	Natural/Native occurrence	Natural/Native occurrence
	Unknown	Good	Good	Unknown
	N	N	N	N
	19970116	20140522	20020503	19970618
	19970116	20140522	20020503	198404XX
	PVT	PVT	PVT-WILDLANDS INC	PVT
	None	None	None	None
	None	None	None	None
	G2G3	G2	G2	G2
	S2S3	S2	S2	S2
		1B.1	1B.1	1B.1
	IUCN_NT	BLM_S; SB_UCBG	BLM_S; SB_UCBG	BLM_S; SB_UCBG
	EAST OF FIDDYMENT ROAD, WEST OF FOOTHILLS BLVD, AND NORTH OF BASELINE ROAD, NW OF ROSEVILLE.	SW SIDE OF THE CITY OF LINCOLN; WEST OF THE JUNCTION OF EAGLESFIELD LANE AND REDCLIFFE LANE.	NORTH SIDE OF ORCHARD CREEK, 1.4 MILES NW OF INTERSECTION OF INDUSTRIAL AND ATHENS AVE, 3 MILES SOUTHWEST OF LINCOLN.	N TRIBUTARY OF PLEASANT GROVE CREEK, N OF PLEASANT GROVE CREEK, S OF PLACER BLVD, E OF HWY 65.
		MAPPED AS 2 POLYGONS ACCORDING TO 2014 HUDDLESTON COORDINATES, IN THE NORTH 1/2 OF THE SW 1/4 OF SECTION 28.	MAPPED WITHIN THE NW 1/4 OF THE NE 1/4 OF SECTION 32.	
	HABITAT CONSISTS OF SEASONAL WETLANDS; REFERENCE VERNAL POOLS, AND CONSTRUCTED VERNAL POOLS WITHIN A DESIGNATED WETLAND MITIGATION AREA. SURROUNDING UPLAND CONSISTS OF NON-NATIVE ANNUAL GRASSLAND/MIXED OAK WOODLAND.	OPEN GRASSLAND WITH VERNAL POOLS. LARGE VERNAL POOLS ON SOILS MAPPED AS SAN JOAQUIN SANDY LOAM SOILS. ASSOCIATED WITH ELEOCHARIS MACROSTACHYA, LASTHENIA GLABERRIMA, DOWNINGIA ORNATISSIMA, PLAGIOBOTHRYS, DESCHAMPSIA DANTHONIOIDES, ETC.	SCATTERED MARGINS OF LARGE VERNAL POOL WITH PLAGIOBOTHRYS UNDULATUS, P. STIPITATUS, LASTHENIA FREMONTII, L. GLABERRIMA, DOWNINGIA BICORNUTA, NAVARRETTA LEUCOCEPHALA, AND CALLITRICHE MARGINATA.	VERNAL POOL AREA ON FLOODPLAIN OF INTERMITTENT STREAM.
	CALIFORNIA LINDERIELLA WERE IDENTIFIED WITHIN 83 (44%) OF THE CONSTRUCTED VERNAL POOLS & SEASONAL WETLANDS AND 4 (21%) OF THE REFERENCE VERNAL POOLS SEASONAL WETLANDS. BRANCHINECTA LYNCHI ALSO OBSERVED.	IN 2014, NW POLYGON HAD 1000+ PLANTS AND SE POLYGON HAD 50+ PLANTS.	IN 2002 HUNDREDS OF PLANTS OBSERVED IN FOUR POOLS; LIKELY TO OCCUR IN OTHER ADJACENT POOLS.	ABOUT 200 PLANTS IN 1984. NONE FOUND IN 1997 (TOO LATE IN SEASON). THE NORTHERN POOLS WHICH WERE MAPPED HERE IN 1984 APPEAR TO BE EXTIRPATED. S POOLS UNDISTURBED IN 1997.
	THREATENED BY SURROUNDING DEVELOPMENT (GOLF COURSES AND RESIDENTIAL DEVELOPMENT).	NO VISIBLE THREATS AT THE TIME OF SURVEY.	LIGHT DISTURBANCE FROM GRAZING.	PART OF AREA PLANNED FOR INDUSTRIAL PARK USE (AREA GRADED IN 1983). GRAVEL PIT TO SOUTH.
	Development		Grazing	Development; Mining
	19980610	20180103	20100429	19970811

Blue Oak Commerce Center - CDFW CNDDDB 5 mile search results:

<i>Hydrochara rickseckeri</i>	Northern Hardpan Vernal Pool	Northern Hardpan Vernal Pool	Northern Hardpan Vernal Pool	Northern Hardpan Vernal Pool	Northern Hardpan Vernal Pool
	IIICOL5V010	CTT44110CA	CTT44110CA	CTT44110CA	CTT44110CA
	11	68		67	66
	60753	11613		11713	11800
	60789	16247		16248	16249
	3812173	3812173		3812173	3812162
	Roseville	Roseville		Roseville	Folsom
	PLA	PLA		PLA	PLA
	T12N, R06E, Sec. 27 (M)	T11N, R06E, Sec. 20, S (M)		T11N, R06E, Sec. 26, SW (M)	T10N, R07E, Sec. 08, NW (M)
	140	110		180	230
	Insects	Herbaceous		Herbaceous	Herbaceous
	1	1		1	1
	4/5 mile	specific area		specific area	specific area
	Presumed Extant	Presumed Extant		Presumed Extant	Presumed Extant
	Natural/Native occurrence	Natural/Native occurrence		Natural/Native occurrence	Natural/Native occurrence
	Unknown	Unknown		Unknown	Unknown
	N	N		N	N
	XXXXXXXX	1982XXXX		1982XXXX	1982XXXX
	XXXXXXXX	1982XXXX		1982XXXX	1982XXXX
	UNKNOWN	UNKNOWN		PVT-ROSEVILLE PROPERTIES	UNKNOWN
	None	None		None	None
	None	None		None	None
	G2?	G3		G3	G3
	S2?	S3.1		S3.1	S3.1
	TWELVE BRIDGES PRESERVE, SOUTH OF LINCOLN.	ADJACENT TO SOUTH BRANCH (PLEASANT GROVE CREEK) ABOUT 1 MILE SW OF FIDDYMENT RANCH, ROSEVILLE.	JUST NORTH & EAST OF DIAMOND OAKS MUNICIPAL GOLF COURSE, ROSEVILLE, SOUTH BRANCH PLEASANT GROVE CREEK.		BOTH SIDES DOUGLAS BLVD <1 MILE WEST OF JUNCTION WITH SIERRA COLLEGE BLVD, ROSEVILLE.
	PRESERVE IS WEST AND SOUTH OF TWELVE BRIDGES HOUSING DEVELOPMENTS; MAPPED FROM APPROXIMATE LOCATION OF TWELVE BRIDGES ROAD.	TWO AREAS; 38 AC RANKED AS MEDIUM QUALITY BY WESCO, 1982, ZONED FORM AG IN 1977 ROSEVILLE GENERAL PLAN; 13 AC OF LOW QUALITY POOLS, ZONED RESIDENTIAL.			
		LOW TERRACE HARDPAN SUBSTRATE. UNABLE TO CONVERT TO FLORISTIC CLASSIFICATION, LACKS SPP. INFO.	POOLS ON LOW TERRACE HARDPAN SUBSTRATE. HIGH QUALITY POOLS W/ VARIETY OF POOL TAXA PRESENT, 1982. UNABLE TO CONVERT TO FLORISTIC CLASSIFICATION, LACKS SPP. INFO.		4 AREAS; 14 ACRES HIGH QUALITY POOLS ON HIGH TERRACE HARDPAN, ZONED AG; 50 AC HIGH QUALITY LOW TERRACE HARDPAN POOLS, ZONED RESID; 22 AC MED QUALITY VOLCANIC MUDFLOW POOLS, ZONED AG; 14 AC LOW QUALITY LOW TERRACE HARDPAN POOLS ZONED RESID.
	ROGERS SAYS THAT THE POOL THE BEETLE WAS COLLECTED IN WAS DESTROYED WHEN THE DEVELOPMENT WAS BUILT, BUT THAT THE SPECIES ALSO OCCURS IN THE ADJACENT PRESERVE.	SEE WWW.DFG.CA.GOV/BIOGEDATA/VEGCAMP/NATURAL_COMM_BACKGROUND.ASP TO INTERPRET AND ADDRESS THE PRESENCE OF RARE COMMUNITIES.	ZONED AS RESIDENTIAL IN 1977 ROSEVILLE GENERAL PLAN. SEE WWW.DFG.CA.GOV/BIOGEDATA/VEGCAMP/NATURAL_COMM_BACKGROUND.ASP TO INTERPRET AND ADDRESS THE PRESENCE OF RARE COMMUNITIES.		RANKINGS AND 1977 ZONING FROM WESCO, 1982. UNABLE TO CONVERT TO FLORISTIC CLASSIFICATION, LACKS SPP. INFO. SEE WWW.DFG.CA.GOV/BIOGEDATA/VEGCAMP/NATURAL_COMM_BACKGROUND.ASP TO INTERPRET AND ADDRESS THE PRESENCE OF RARE COMMUNITIES.
20050330		19980715	20010524		19980715

Blue Oak Commerce Center - CDFW CNDDDB 5 mile search results:

Northern Volcanic Mud Flow Vernal Pool	Northern Volcanic Mud Flow Vernal Pool	Northern Volcanic Mud Flow Vernal Pool	Northern Volcanic Mud Flow Vernal Pool	Northern Volcanic Mud Flow Vernal Pool
CTT44132CA	CTT44132CA	CTT44132CA	CTT44132CA	CTT44132CA
5	3	4	2	4
11695	11798	11746	11828	11746
16213	13419	16214	16215	16214
3812173	3812172	3812173	3812172	3812173
Roseville	Rocklin	Roseville	Rocklin	Roseville
PLA	PLA	PLA	PLA	PLA
T11N, R06E, Sec. 27, NE (M)	T11N, R07E, Sec. 30, S (M)	T11N, R06E, Sec. 25, NW (M)	T11N, R07E, Sec. 32, NW (M)	T11N, R06E, Sec. 25, NW (M)
165	280	225	400	225
Herbaceous	Herbaceous	Herbaceous	Herbaceous	Herbaceous
1	1	1	1	1
specific area	specific area	specific area	specific area	specific area
Presumed Extant	Presumed Extant	Presumed Extant	Presumed Extant	Presumed Extant
Natural/Native occurrence	Natural/Native occurrence	Natural/Native occurrence	Natural/Native occurrence	Natural/Native occurrence
Unknown	Unknown	Unknown	Unknown	Unknown
N	N	N	N	N
1982XXXX	1982XXXX	19870422	19860414	19870422
1982XXXX	1982XXXX	19870422	19860414	19870422
UNKNOWN	UNKNOWN	UNKNOWN	UNKNOWN	UNKNOWN
None	None	None	None	None
None	None	None	None	None
G1	G1	G1	G1	G1
S1.1	S1.1	S1.1	S1.1	S1.1
LESS THAN 1 MILE NORTH OF DIAMOND OAKS MUNICIPAL GOLF COURSE, EAST OF HIGHWAY 65, ROCKLIN.	NORTH & WEST OF ROSEVILLE RESERVOIR, SE OF SECRET RAVINE, ROSEVILLE-ROCKLIN CORPORATE BOUNDARY.	RIDGE BETWEEN MINERS RAVINE & SECRET RAVINE, VICINITY OF ROCKLIN-ROSEVILLE CORPORATE BOUNDARIES.		WEST OF ANTELOPE CREEK ON HILL EAST OF DIAMOND OAKS MUNICIPAL GOLF COURSE. ROCKLIN-ROSEVILLE BOUNDARY.
51 ACRES.	BOUNDARY INCL 2 POOL AREAS; ONE AREA HAS 48 ACRES OF POOLS (WESCO, 1982); THE OTHER AREA HAS 30 ACRES OF LOWER QUALITY POOLS.	WESCO SURVEYED 70 AC W/IN ROSEVILLE CITY LIMITS BUT TOTAL POOL AREA MUCH LARGER (ALONG SIERRA COLLEGE BLVD).		330 AC IN ROSEVILLE; ZONED AG IN 1977 GENERAL PLAN.
ON VOLCANIC SUBSTRATE. DICHLOSTEMMA LACUNA-VERNALIS PRESENT. UNABLE TO CONVERT TO FLORISTIC CLASSIFICATION, LACKS SPP. INFO.	ON VOLCANIC SUBSTRATE. UNABLE TO CONVERT TO FLORISTIC CLASSIFICATION, LACKS SPP. INFO.	POOLS ON VOLCANIC SUBSTRATE. MANY POOL TAXA PRESENT INCL DICHELOSTEMMA LACUNA-VERNALIS. UNABLE TO CONVERT TO FLORISTIC CLASSIFICATION, LACKS SPP. INFO.		LARGE AREA OF POOLS ON MEHRTEN FORMATION, EXCHEQUER VERY STONY LOAM. SPP INCL GRATIOLA HETEROSEPALA. PORTION SEEN IN 1987 EXCELLENT EXAMPLE OF VOLCANIC MUDFLOW POOLS. UNABLE TO CONVERT FLORISTIC CLASSIFICATION, LACKS SPP. INFO.
SEE WWW.DFG.CA.GOV/BIOGEDATA/VEGCAMP/NATURAL_COMM_BACKGROUND.ASP TO INTERPRET AND ADDRESS THE PRESENCE OF RARE COMMUNITIES.	SEE WWW.DFG.CA.GOV/BIOGEDATA/VEGCAMP/NATURAL_COMM_BACKGROUND.ASP TO INTERPRET AND ADDRESS THE PRESENCE OF RARE COMMUNITIES.	SEE WWW.DFG.CA.GOV/BIOGEDATA/VEGCAMP/NATURAL_COMM_BACKGROUND.ASP TO INTERPRET AND ADDRESS THE PRESENCE OF RARE COMMUNITIES.	SEE WWW.DFG.CA.GOV/BIOGEDATA/VEGCAMP/NATURAL_COMM_BACKGROUND.ASP TO INTERPRET AND ADDRESS THE PRESENCE OF RARE COMMUNITIES.	SEE WWW.DFG.CA.GOV/BIOGEDATA/VEGCAMP/NATURAL_COMM_BACKGROUND.ASP TO INTERPRET AND ADDRESS THE PRESENCE OF RARE COMMUNITIES.
ZONED AS RESIDENTIAL IN 1977 ROSEVILLE GENERAL PLAN.	BOTH AREAS ZONED FOR AGRICULTURE.	ROSEVILLE PORTION ZONED FOR AGRICULTURE W/2 AC MIN IN 1977 GENERAL PLAN.		PROPOSED FOR REGIONAL SHOPPING CENTER.
		Agriculture; Development		
19980716	19980716	19980716	19980716	19980716

Blue Oak Commerce Center - CDFW CNDDDB 5 mile search results:

Oncorhynchus mykiss irideus pop. 11	Lepidurus packardii	Branchinecta lynchi	Desmocerus californicus dimorphus	
AFCHA0209K	ICBRA10010	ICBRA03030	IICOL48011	
3	24	155	270	
90973	32457	33674	95167	
92020	1900	30808	96300	
3812173	3812173	3812173	3812172	
Roseville	Roseville	Roseville	Rocklin	
PLA	PLA	PLA	PLA	
T11N, R06E, Sec. 36 (M)	T11N, R06E, Sec. 29, SE (M)	T11N, R06E, Sec. 19 (M)	T11N, R07E, Sec. 29 (M)	
0	130	100	330	
Fish	Crustaceans	Crustaceans	Insects	
1	2	1	1	
non-specific area	1/5 mile	non-specific area	specific area	
Presumed Extant	Possibly Extirpated	Presumed Extant	Possibly Extirpated	
Natural/Native occurrence	Natural/Native occurrence	Natural/Native occurrence	Natural/Native occurrence	
Poor	None	Unknown	None	
N	N	N	N	
2007XXXX	19950227	19970116	20110622	
2007XXXX	19950227	19970116	200104XX	
UNKNOWN	PVT-SARES REGIS GROUP	UNKNOWN	PVT	
Threatened	Endangered	Threatened	Threatened	
None	None	None	None	
G5T2Q	G4	G3	G3T2	
S2	S3S4	S3	S3	
AFS_TH	IUCN_EN	IUCN_VU		
DRY CREEK AND ITS TRIBUTARIES SECRET RAVINE AND MINERS RAVINE.	BETWEEN KASEBERG CREEK & SOUTH BRANCH PLEASANT GROVE CREEK; ABOUT 0.6 MILE SW OF FOOTHILLS BLVD AT PLEASANT GROVE BLVD.	VICINITY OF FIDDYMENT RD. FROM PLEASANT GROVE BLVD TO ABOUT 3 MILES NORTH, ROSEVILLE.	VICINITY OF BOARDMAN CANAL, BETWEEN I-80 AND SIERRA COLLEGE BLVD, N OF SECRET RAVINE PKWY, 1 MILE SE OF ROCKLIN PO.	
MAPPED TO REACHES OF DRY CREEK & OCCUPIED TRIBUTARIES CURRENTLY NAVIGABLE BY STEELHEAD. COTTONWOOD DAM WAS TOTAL BARRIER ON MINERS PRIOR TO ITS FAILURE IN 2009. ALL SPAWNING REPORTS FROM U/S OF WASTEWATER TREATMENT PLANT (38.736, -121.316).	AKA WOODCREEK OAKS MITIGATION SITE. 1993: EXACT DETECTION LOCATION UNKNOWN; SOMEWHERE IN TRS SEC 29. 1995: MAPPED TO LOCATION GIVEN FOR POOL C2 ON MAP IN SUGNET REPORTS; SPECIMEN LOCALITY GIVEN AS "NW 1/4 OF SW 1/4 SECTION 28, T11N R06E."	MAPPED TO INCLUDE 1993 DETECTION LOCATIONS GIVEN AS T11N R6E SECTION 18 (SUGNET ID #91), T11N R5E SECTION 25 (SUGNET ID #89), AND BOUNDARY OF AREA SURVEYED IN 1997 IN SECTIONS 19 AND 30. EXACT LOCATIONS UNKNOWN.	MAPPED TO PROVIDED PROJECT BOUNDARY FOR THE HIGHLANDS. 10 YEAR MONITORING CONDUCTED BY ECORP CONSULTING INC. MONITORING BEGAN IN 2002. CNDDDB DID NOT HAVE RECORDS FOR 2002-2004 & 2009. VELB CONSERVATION AREA ALONG N MOST END OF SITE.	
MAINSTEM DRY CREEK (DC) USED AS MIGRATORY CORRIDOR, BUT WATER QUALITY & SUBSTRATE TOO DEGRADED TO SUPPORT SPAWNING. SPAWNING & REARING HABITAT UPSTREAM, IN SECRET (SR) & MINERS (MR) RAVINES.	1993: MANMADE VERNAL POOL. 1995: HARDPAN VERNAL POOL IN ANNUAL NON-NATIVE GRASSLAND ON WETLAND COMPENSATION/MITIGATION PRESERVE. AIR PHOTOS SINCE THE TIME OF SURVEY SHOW DEVELOPMENT IN VICINITY.	AERIAL PHOTOS INDICATE DEVELOPMENT IN THE VICINITY OF THE 1993 DETECTIONS; HABITAT MAY HAVE BEEN LOST. 1997: A MITIGATION AREA WITH SEASONAL WETLANDS, REFERENCE VERNAL POOLS, AND CONSTRUCTED POOLS IN ANNUAL GRASSLAND/OAK WOODLAND.	OAK WOODLAND AND SAVANNAH, VERNAL POOLS, AND SEASONAL WETLANDS ARE INTERSPERSED WITHIN THE GREATER GRASSLAND AREA. ASSOCIATED SPECIES INCLUDED CALIFORNIA BUCKEYE, TOYON, COYOTE BRUSH, BUCK BRUSH, GRAY PINE, BLUE OAK, AND VALLEY OAK.	
1998-2000: ESTIMATED RUN TO UPPER DC "A FEW 100"; JUVENILES CAUGHT AT MR/SR CONFLUENCE, PRESUMED PRESENT IN BOTH TRIBS. '04-05 ELECTROFISHING SURVEYS CAUGHT 136 O. MYKISS IN SR, 0 IN DC & MR. EVIDENCE OF SPAWNING OBS IN SR IN 2007.	FOUND IN 1 POOL ON 4 FEB 1993. FOUND IN 1 OF 14 BASINS SAMPLED FEB-MAR 1995; 3 COLLECTED (CASIZ #103128). FWS 5-YEAR PLAN DESCRIBED OCCURRENCE AS LIKELY EXTIRPATED IN 2007 (P. BALFOUR, PERS. COMM.)	FOUND IN 3 OF 3 BASINS SAMPLED IN SEC 18, 16 JAN 1993. FOUND IN 5 OF 31 BASINS SAMPLED IN SEC 25, 27 JAN 1993. FOUND IN 71 BASINS, 16 JAN 1997.	5 VALLEY ELDERBERRY LONGHORN BEETLE EXIT HOLES OBSERVED IN APR 2001. NO EVIDENCE OF VELB OCCUPANCY DETECTED IN 2005-2011. ELDERBERRY SHRUBS TRANSPLANTED TO CONSERVATION AREA AT NORTHERN PORTION OF SITE.	
BANK DESTABILIZATION/EROSION, VEG REMOVAL, CHANNELIZATION, POLLUTION, BARRIERS, LOW FLOWS, URBANIZATION, SILTATION. <i>Artemia jacksoniana</i> regime;	DEVELOPMENT.	THREATENED BY DEVELOPMENT (GOLF COURSES AND RESIDENTIAL DEVELOPMENT).	DEVELOPMENT. MASS GRADING FOR BUILDING OF ROADS, BRIDGES, & RELATED INFRASTRUCTURE; PREDOMINANTLY ON EAST SIDE OF SITE.	
Channelization; Degraded water quality; Development; Erosion/runoff; Mining; Pollution; Wood cutting or brush clearing	Development	Development	Development	
20140328	20170228	20140819	20150311	

Blue Oak Commerce Center - CDFW CNDDDB 5 mile search results:

<i>Buteo swainsoni</i>	<i>Athene cunicularia</i>	<i>Athene cunicularia</i>	<i>Spea hammondi</i>
<i>Swainson's hawk</i>	<i>burrowing owl</i>	<i>burrowing owl</i>	<i>western spadefoot</i>
ABNKC19070	ABNSB10010	ABNSB10010	AAABF02020
791	1177	339	173
42026	71623	42028	42150
42026	72527	42028	42150
3812173	3812173	3812173	3812173
Roseville	Roseville	Roseville	Roseville
PLA	PLA	PLA	PLA
T11N, R06E, Sec. 30, SE (M)	T12N, R06E, Sec. 31 (M)	T11N, R05E, Sec. 24 (M)	T11N, R06E, Sec. 29 (M)
125	110	100	140
Birds	Birds	Birds	Amphibians
1	1	1	1
80 meters	80 meters	non-specific area	2/5 mile
Possibly Extirpated	Presumed Extant	Presumed Extant	Presumed Extant
Natural/Native occurrence	Natural/Native occurrence	Natural/Native occurrence	Natural/Native occurrence
None	Good	Good	Poor
N	N	N	N
20010529	20080218	20030505	199002XX
19960701	20080218	19980508	199002XX
CITY OF ROSEVILLE, UNKNOWN	MOORE RANCH CONSERVANCY	PVT	PVT
None	None	None	None
Threatened	None	None	None
G5	G4	G4	G2G3
S3	S3	S3	S3
	SSC	SSC	SSC
BLM_S; IUCN_LC; USFWS_BCC	BLM_S; IUCN_LC; USFWS_BCC	BLM_S; IUCN_LC; USFWS_BCC	BLM_S; IUCN_NT
KASEBERG CREEK, 0.75 MILE E OF FIDDYMENT ROAD AND 0.25 MILE N OF PLEASANT GROVE BOULEVARD, E SIDE OF ROSEVILLE.	250 FT NORTH OF EAST CATLETT RD, 0.4 MI WEST OF FIDDYMENT RD, SW OF LINCOLN.	NORTH SIDE OF PHILIP ROAD, APPROXIMATELY 0.75 MILE WEST OF FIDDYMENT ROAD, NW OF ROSEVILLE.	NEAR THE INTERSECTION OF WOODCREEK OAKS BLVD AND PLEASANT GROVE BLVD, WOODCREEK OAKS SUBDIVISION IN WESTERN ROSEVILLE.
NEST TREE WAS LOCATED IN WHAT BECAME THE NORTH EDGE OF AN OPEN SPACE CORRIDOR/GOLF COURSE IN 1996. MAPPED TO PROVIDED TOPO MAP.	LOCATED ON MOORE RANCH WETLAND RESTORATION PROJECT PROPERTY.		MAPPED TO DESCRIPTION GIVEN (TOWNSHIP, SECTION AND ELEVATION DON'T MATCH SITE DESCRIPTION).
HABITAT WAS A WOODLAND CORRIDOR ALONG KASEBERG CREEK. DEVELOPMENT BEGINNING IN THE MID-1990S CONTINUES TO REPLACE FORAGING & NESTING HABITAT. NEST SITE IS NOW WITHIN THE CITY OF ROSEVILLE PUBLIC GOLF COURSE, SURROUNDED BY DEVELOPMENT.	HABITAT CONSISTS OF MIXED NATIVE AND NON-NATIVE GRASSLAND, WHICH IS WITHIN A VERNAL POOL RESTORATION PROJECT AREA. SURROUNDED BY GRAZED AND UNGRAZED PASTURES.	HABITAT CONSISTS OF MODERATELY-GRAZED, ROLLING GRASSLAND, WITH NO EVIDENCE OF HISTORIC SOIL DISTURBANCE. SITE WOULD BE BETTER IF MORE BURROWS WERE PRESENT; HARD SOILS AND LACK OF GROUND SQUIRRELS MAY BE THE CAUSE.	GRASSLAND WITH NUMEROUS VERNAL POOLS AND SWALES.
NESTING INITIATED IN 1996 DURING GRADING BUT PRIOR TO CONSTRUCTION OF HOUSES; 2 YOUNG PRODUCED. NEST SITE VACANT IN 1997, THOUGH NEST TREE REMAINED WITHIN AN OPEN SPACE/GOLF COURSE. NO ACTIVITY IN 2000 & 2001; TERRITORY APPEARS ABANDONED.	1 ADULT OBSERVED AT BURROW SITE ON 30 JAN, 1 FEB AND 18 FEB 2008. GULLS ATTRACTED BY NEARBY WASTEWATER & GARBAGE COLLECTION FACILITIES COULD POSSIBLY PREY UPON BUOW CHICKS IF NESTING OCCURS.	OWLS (NEVER MORE THAN 2) OBSERVED YEAR-ROUND DURING 1998. HABITAT APPEARS EXTANT, BUT NO OWLS WERE OBSERVED ON 5 MAY 2003 - DATE OF SITE VISIT LIKELY TO EARLY.	30+ METAMORPHS OBSERVED IN A DRYING INTERMITTENT DRAINAGE, 1990.
SURROUNDING SUBDIVISIONS & GOLF COURSE IN RIPARIAN CORRIDOR WERE CONSTRUCTED BEGINNING IN 1996. CONTINUING DEVELOPMENT.	THREATENED BY ENCROACHING URBAN DEVELOPMENT FROM BOTH LINCOLN & ROSEVILLE.	THREATS INCLUDE POSSIBLE FUTURE DEVELOPMENT OR LOSS OF GRAZERS.	LAND HAS BEEN DEVELOPED SINCE OBSERVATION.
Development	Development	Development; Other	Development
20130524	20080701	20030821	20000112

Blue Oak Commerce Center - CDFW CNDDDB 5 mile search results:

Agelaius tricolor	Agelaius tricolor	Agelaius tricolor	Agelaius tricolor	Agelaius tricolor
tricolored blackbird	tricolored blackbird	tricolored blackbird	tricolored blackbird	tricolored blackbird
ABPBXB0020	ABPBXB0020	ABPBXB0020	ABPBXB0020	ABPBXB0020
580	929	929	581	242
96871	A1684	A1684	96873	23971
98094	103277	103277	98096	4277
3812173	3812173	3812173	3812173	3812173
Roseville	Roseville	Roseville	Roseville	Roseville
PLA	PLA	PLA	PLA	PLA
T12N, R06E, Sec. 34, NW (M)	T12N, R06E, Sec. 27, N (M)	T12N, R06E, Sec. 27, N (M)	T12N, R06E, Sec. 33, NE (M)	T12N, R06E, Sec. 28, SW (M)
130	143	143	121	125
Birds	Birds	Birds	Birds	Birds
1	1	1	1	1
80 meters	80 meters	80 meters	specific area	specific area
Presumed Extant	Presumed Extant	Presumed Extant	Presumed Extant	Presumed Extant
Natural/Native occurrence	Natural/Native occurrence	Natural/Native occurrence	Natural/Native occurrence	Natural/Native occurrence
Good	Unknown	Unknown	Good	Excellent
N	N	N	N	N
20150417	20150417	20150417	20150417	20150410
20110416	20080425	20080425	20150410	20000422
PVT	PVT	PVT	PVT	UNKNOWN
None	None	None	None	None
Threatened	Threatened	Threatened	Threatened	Threatened
G1G2	G1G2	G1G2	G1G2	G1G2
S1S2	S1S2	S1S2	S1S2	S1S2
SSC	SSC	SSC	SSC	SSC
BLM_S; IUCN_EN; NABCI_RWL; USFWS_BCC	BLM_S; IUCN_EN; NABCI_RWL; USFWS_BCC	BLM_S; IUCN_EN; NABCI_RWL; USFWS_BCC	BLM_S; IUCN_EN; NABCI_RWL; USFWS_BCC	BLM_S; IUCN_EN; NABCI_RWL; USFWS_BCC
ABOUT 0.2 MI NNW OF HWY 65 & TWELVE BRIDGES DR INTERSECTION, 0.3 MI NE OF TWELVE BRIDGES DR AT INDUSTRIAL AVE, LINCOLN.	ABOUT 0.3 MI SSW OF JOINER PKWY & DEL WEBB BLVD INTERSECTION, 0.6 MI SSE OF HWY 65 & JOINER PKWY INTERSECTION, LINCOLN.	ABOUT 0.2 MI S OF TWELVE BRIDGES DR & INDUSTRIAL AVE INTERSECTION, 0.6 MI N OF ATHENS RD AT INDUSTRIAL AVE, LINCOLN.	ABOUT 0.2 MI S OF TWELVE BRIDGES DR & INDUSTRIAL AVE INTERSECTION, 0.6 MI N OF ATHENS RD AT INDUSTRIAL AVE, LINCOLN.	~0.2 MI WSW OF BRENTFORD CIR & FOREBRIDGE LN, 0.8 MI NW OF TWELVE BRIDGES DR & INDUSTRIAL AVE INTERSECTION, LINCOLN.
COLONY LOCATED "WEST OF THE SOUTH BOUND OFF RAMP FOR TWELVE BRIDGES AND HWY 65." BLACKBERRY BRAMBLES VISIBLE IN GOOGLE STREET VIEW. COLONY DATA STORED IN UC DAVIS TRICOLORED BLACKBIRD PORTAL. MAPPED TO LOCATION PROVIDED IN PORTAL.	COLONY DATA STORED IN THE UC DAVIS TRICOLORED BLACKBIRD PORTAL; SITE NAME WAS "RODEO GROUND OPEN SPACE 2." PREVIOUSLY REFERRED TO AS "CAPERTON AND STERLING PARKWAY" IN THE PORTAL.	COLONY DATA STORED IN UC DAVIS TRICOLORED BLACKBIRD PORTAL; SITE NAME "ORCHARD CREEK." MAPPED TO LOCATION PROVIDED IN PORTAL. LOCATION DESCRIBED AS "JUST EAST OF INDUSTRIAL AVENUE, ABOUT 0.25 MILE SOUTH OF TWELVE BRIDGES RD."	COLONY DATA STORED IN UC DAVIS TRICOLORED BLACKBIRD PORTAL; SITE NAME "ORCHARD CREEK." MAPPED TO LOCATION PROVIDED IN PORTAL. LOCATION DESCRIBED AS "JUST EAST OF INDUSTRIAL AVENUE, ABOUT 0.25 MILE SOUTH OF TWELVE BRIDGES RD."	MAPPED TO PROVIDED MAPS, COORDINATES, AND LOCATION DESCRIPTIONS. COLONY DATA STORED IN UC DAVIS TRICOLORED BLACKBIRD PORTAL; SITE NAME "INDUSTRIAL AVENUE." AN ADDITIONAL 2,000 BIRDS NOTED SOMETIME IN 1992.
HIMALAYAN BLACKBERRY AND TULE. BIRDS OBSERVED FORAGING IN SURROUNDING GRASSLANDS IN 2011.	HABITAT WAS HIMALAYAN BLACKBERRY. SITE WAS ON A SMALL STREAM FED BY THE CAPERTON CANAL. A SIGNIFICANT AMOUNT OF HABITAT HAD BEEN CUT BY 2011 SURVEY. THE SURROUNDING AREA HAS UNDERGONE SIGNIFICANT RESIDENTIAL DEVELOPMENT FROM 2000-2011.	HABITAT COMPOSED OF SEVERAL ADJACENT CLUMPS OF HIMALAYAN BLACKBERRY. IN 2014, FORAGING BIRDS WERE FLYING LOW ACROSS INDUSTRIAL AVE TO FORAGE AND AT LEAST ONE WAS HIT BY A CAR.	HABITAT COMPOSED OF SEVERAL ADJACENT CLUMPS OF HIMALAYAN BLACKBERRY. IN 2014, FORAGING BIRDS WERE FLYING LOW ACROSS INDUSTRIAL AVE TO FORAGE AND AT LEAST ONE WAS HIT BY A CAR.	NESTING SUBSTRATE CONSISTED OF BULRUSH GROWING IN A SHALLOW FARM POND. POND WAS A SMALL LAKE & MARSHY CREEK WITH PAVED WALKING, BIKE, & DOG WALKING TRAILS. AT THE EDGE OF A DEVELOPED SUBDIVISION (2011). HABITAT STILL EXISTS (2015).
200 BIRDS OBS ON 22 APR 2000. 200 BIRDS OBS ON 25 APR 2008; CLASSIFIED AS SINGING/CARRYING NEST MATERIAL. 0 OBS ON 29 MAR 2011. 2.5K BIRDS OBS FORAGING/NESTING ON 16 APR 2011. 0 OBS ON 18 APR 2014. 0 OBS ON 17 APR 2015; 200 OBS WEEK PRIOR.	AN ESTIMATED 1500 BIRDS OBSERVED ON 25 APR 2008; INCUBATION CONFIRMED, NEST BUILDING OBSERVED THE WEEK PRIOR. 0 BIRDS OBSERVED ON 3 APR 2011, 18 APR 2014, AND 17 APR 2015.	300-500 OBS NESTING ON 5 APR 2014. 1.8K OBS NESTING ON 18 APR 2014. 2.2K OBS ON 16 MAY 2014; 15+ FLEDGLINGS. 2.2K OBS ON 23 MAY 2014; 160 FLEDGLINGS. 5K BIRDS SINGING IN & OUT BLACKBERRY ON 10 APR 2015; ONLY 10 REMAINING BY 17 APR.	25 BIRDS OBSERVED NESTING IN JUL 1992. NESTING COLONY ANECDOTALLY REPORTED IN 1993. 1K NESTING BIRDS OBS IN APR 1994. 2K NESTING BIRDS OBS ON 21 APR 1995. 5K NESTING ON 22 APR 2000. ADDITIONAL 4K FORAGING NEARBY. 0 OBS IN 2011 & 2015.	
	POTENTIALLY THREATENED BY DEVELOPMENT OF SURROUNDING HABITAT.	VEHICLE COLLISIONS.	VEHICLE COLLISIONS.	THREATENED BY FUTURE DEVELOPMENT.
	Development	Vehicle collisions	Vehicle collisions	Development
20160201	20170125	20161115	20161115	20160829

Blue Oak Commerce Center - CDFW CNDDDB 5 mile search results:

Branchinecta lynchi	vernal pool fairy shrimp	Progne subis	purple martin	Desmocerus californicus dimorphus	grasshopper sparrow	Ammodramus savannarum
ICBRA03030		ABPAU01010		IICOL48011		ABPBXA0020
315		27		86		8
93548		70377		33018		69480
47900		71268		3787		70259
3812173		3812173		3812172		3812173
Roseville		Roseville		Rocklin		Roseville
PLA		PLA		PLA		PLA
T12N, R06E, Sec. 31 (M)		T11N, R06E, Sec. 25, SE (M)		T11N, R07E, Sec. 20, NE (M)		T12N, R06E, Sec. 27, NE (M)
100		216		320		155
Crustaceans		Birds		Insects		Birds
1		1		1		1
specific area		80 meters		80 meters		80 meters
Presumed Extant		Presumed Extant		Presumed Extant		Presumed Extant
Natural/Native occurrence		Natural/Native occurrence		Natural/Native occurrence		Natural/Native occurrence
Good		Good		Excellent		Good
N		N		N		N
20131204		20070523		19910410		19980508
20131204		20070523		19910410		19980508
MOORE RANCH CONSERVANCY, PVT		CALTRANS, UNION PACIFIC ROW		LOS RIOS COMM COLLEGE DIST		UNKNOWN
Threatened		None		Threatened		None
None		None		None		None
G3		G5		G3T2		G5
S3		S3		S3		S3
		SSC				SSC
IUCN_VU		IUCN_LC				IUCN_LC
MOORE RANCH PRESERVE & ANTONIO MOUNTAIN RANCH; FROM ABOUT 0.7 MI NW TO 0.8 MI SE OF FIDDYMENT RD AT E CATLETT RD.		HIGHWAY 65 OVERPASS OVER TAYLOR ROAD, ON THE SOUTH EDGE OF ROCKLIN.		SECRET RAVINE, TRIBUTARY TO DRY CREEK, ALONG THE SIERRA COLLEGE NATURE TRAIL, ROCKLIN.		0.6 MILE ESE OF THE LINCOLN RODEO GROUNDS, EAST OF HIGHWAY 65, SOUTH OF LINCOLN.
MOORE RANCH [MR]: W. OF FIDDYMENT; "HIGHLAND RESERVE NORTH" ON SEC 36, "WOODCREEK WEST" ON SEC 31. ANTONIO MOUNTAIN RANCH [AMR]: E OF FIDDYMENT AND NORTH OF ATHENS AVE; SEE ALSO OCC #308.				REPORT ON: TAXONOMY; DISTRIBUTION; LIFE HISTORY; HABITAT; FIELD TECHNIQUES & OBSERVATIONS; BEETLE RECOVERY.		SITE IS LOCATED ON A VERNAL POOL PRESERVE; DEVELOPMENT TO SURROUND PRESERVE.
MR: 2 CONTIGUOUS RESTORATION SITES W/CONSTRUCTED & REFERENCE WETLANDS; 10S-100S FOUND PER POOL; LINDERIELLA OCCIDENTALIS ALSO FOUND. AMR: 808-AC PROPOSED MITIGATION SITE W/ VERNAL POOLS IN GRAZED ANNUAL GRASSLAND; 10S-1000S FOUND PER POOL.		HABITAT SURROUNDING FREEWAYS CONSISTS OF NON-NATIVE GRASSLAND AND OAK WOODLAND.		HABITAT CONSISTS OF OAK WOODLAND, WITH SPARSE/SCATTERED ELDERBERRIES GROWING WITH OAKS, BUCKEYES, AND POISON OAK.		HABITAT CONSISTS OF ROLLING VERNAL POOL GRASSLAND.
MR: 0 FOUND 1997; IN 2 POOLS, 2002; IN 4 POOLS, 2003; IN 1 POOL, 2005; IN 1 POOL, 2008; IN 5 POOLS, 2010. AMR: IN 6 POOLS, 2007 (5 MAPPED HERE); IN 7-8 POOLS, 2010 (6 HERE); 2+ COLLECTED, CYSTS IN 14 POOLS (10 HERE) HATCHED & IDED, 2013.		2 ADULTS (PAIR) OBSERVED NESTING IN OVERPASS DRAINAGE HOLE ON 23 MAY 2007.		ALTHOUGH THE ELDERBERRIES WERE FEW AND WIDELY-SCATTERED, MOST HAD OLD, CLEAN-CUT EXIT HOLES.		1 ADULT OBSERVED ON 8 MAY 1998; LIKELY BREEDING AREA.
						THREATENED BY LOSS OF AREA AND HIGH PROBABILITY OF INVASION BY STAR THISTLE AND OTHER WEEDY PLANTS (BY LOSS OF GRAZING).
						Non-native plant impacts; Other
20170301		20071031		19980811		20070612

Blue Oak Commerce Center - CDFW CNDDDB 5 mile search results:

Branchinecta lynchi	Branchinecta lynchi	Branchinecta lynchi	Branchinecta lynchi
Branchinecta lynchi	Branchinecta lynchi	Branchinecta lynchi	Branchinecta lynchi
vernal pool fairy shrimp	vernal pool fairy shrimp	vernal pool fairy shrimp	vernal pool fairy shrimp
ICBRA03030	ICBRA03030	ICBRA03030	ICBRA03030
304	737	42	29
46034	93556	94475	33250
46034	94689	17819	2571
3812173	3812173	3812173	3812173
Roseville	Roseville	Roseville	Roseville
PLA	PLA	PLA	PLA
T11N, R06E, Sec. 31, NW (M)	T11N, R06E, Sec. 21 (M)	T11N, R06E, Sec. 26, SW (M)	T12N, R06E, Sec. 27, NW (M)
125	130	160	140
Crustaceans	Crustaceans	Crustaceans	Crustaceans
1	1	1	1
specific area	non-specific area	specific area	specific area
Presumed Extant	Presumed Extant	Presumed Extant	Presumed Extant
Natural/Native occurrence	Natural/Native occurrence	Natural/Native occurrence	Natural/Native occurrence
Good	Unknown	Fair	Excellent
N	N	N	N
20130125	19950206	20120406	20090211
20130125	19950206	20120406	20090211
CITY OF ROSEVILLE	UNKNOWN	CITY OF ROSEVILLE	PVT
Threatened	Threatened	Threatened	Threatened
None	None	None	None
G3	G3	G3	G3
S3	S3	S3	S3
IUCN_VU	IUCN_VU	IUCN_VU	IUCN_VU
WOODCREEK WEST WETLAND COMPENSATION AREA, S SIDE OF PLEASANT GROVE RD FROM ABOUT 0.1 TO 0.6 MI E OF FIDDYMENT RD.	VICINITY OF FOOTHILLS BLVD FROM BLUE OAKS BLVD SOUTH ABOUT 0.7 MILE, ROSEVILLE.	HIGHLAND RESERVE SOUTH OPEN SPACE JUST N & E OF DIAMOND OAKS MUNICIPAL GOLF COURSE, ROSEVILLE.	EASTRIDGE SOUTHERN WETLAND PRESERVE, JUST EAST OF HWY 65 (AT THE LINCOLN RODEO GROUNDS), 0.5 MILE SE OF LINCOLN.
MAPPED TO LOCATIONS GIVEN FOR OCCUPIED POOLS. 2001: FOUND IN POOL 55. 2002: IN POOL 17. 2003: POOLS 8, 22, 49, & 55. 2005: IN POOL 22. 2007: IN "INCIDENTAL WETLAND." 2008: IN POOLS 13, 20, 30, 68, & 69.	MAPPED GENERALLY TO TRS GIVEN FOR SPECIMENS, "NW 1/4 OF NE 1/4 SECTION 21" & "NW 1/4 OF SW 1/4 SECTION 21; T11N R6E." EXACT DETECTION LOCATIONS NOT KNOWN.	HIGHLAND RESERVE SOUTH. MAPPED TO LOCATIONS PROVIDED FOR OCCUPIED POOLS 5, 8, U22, U26, 27, LVP (=LC OR 11-2), FA, AZ, & Z089.	KNOWN AS "RODEO GROUNDS PRESERVE" IN 2008 & 2009 REPORTS. LOCALITY FOR 1980 SPECIMENS GIVEN AS "2 MI S OF LINCOLN," ATTRIBUTED HERE. MAPPED TO LOCATIONS GIVEN FOR OCCUPIED POOLS.
ANNUAL GRASSLAND INTERSPERSED WITH CONSTRUCTED AND HISTORIC VERNAL POOLS. SURROUNDING LAND HAS BEEN DEVELOPED.	WETLAND FEATURE IN NE 1/4 WAS 95 SQ METERS, 17 CM DEEP. FEATURE IN SW 1/4 WAS 95 SQ METERS AND 14 CM DEEP.	NATURAL HARDPAN VERNAL POOLS & CREATED POOLS IN ANNUAL GRASSLAND; COMPENSATION/MITIGATION SITE SURROUNDED BY DEVELOPMENT (2002). ON 31 JAN 1995 THE SURFACE AREA WAS 59 (U22) & 94 (U26) SQUARE METERS & THE DEPTH WAS 35 (U22) & 14 (U26) CM.	145-ACRE NORTHERN HARDPAN VERNAL POOL PRESERVE WITH CONSTRUCTED VERNAL POOLS (3.95 ACRES), CONSTRUCTED SEASONAL WETLANDS (1.95 ACRES), AND REFERENCE VERNAL POOLS IN ANNUAL GRASSLAND.
OVER 10 FOUND IN 1 POOL, 2001. 10S IN 1 POOL, 2002. 10S-100S IN 4 POOLS, 2003. 10S FOUND IN 1 OF 22 POOLS, 2005. IN 1 POOL, 2007. IN 5 POOLS, FEB 2008. 0 FOUND IN 24 POOLS, FEB 2009. IN 1 POOL, FEB 2010. IN 1 POOL, APR 2012. IN 2, JAN 2013.	2 COLLECTED ON 31 JAN 1995 (CASIZ #103126). 1 COLLECTED ON 6 FEB 1995 (CASIZ #103125).	FOUND IN 5 OF 32 POOLS, 1993. IN 2 POOLS, 1995 (2 IN CAS). 0 IN 1996. IN 5 POOLS, 1997. 0 IN 1998. IN 3 POOLS, 2001. IN 1 POOL, 2002 & 2003. 0 IN 2004 & 2005. IN 2 POOLS, 2006. IN 1 POOL, 2007 & 2008. IN 3 POOLS, 2009, IN 5 POOLS, 2012.	COLLECTED IN 1980 AND 1994. FOUND IN 26 OF 56 POOLS SAMPLED 1995. IN 27 OF 55 POOLS, 1996. PRESENT, 1997 & 1998. IN 2 OF 30 POOLS, 2008. SINGLE FEMALE BRANCHINECTA FOUND IN 1 OF 31 POOLS SAMPLED FEB 2009; PRESUMED B. LYNCHI.
AVAILABLE HABITAT REDUCED BY DEVELOPMENT.			FUTURE RESIDENTIAL DEVELOPMENT PLANNED IN ADJACENT AREA; DIRT ROADS BISECT PRESERVE; GRAZING; RODEO GROUNDS TO THE NW.
Development			Development; Grazing; Other
20141218	20140821	20141229	20141114

Blue Oak Commerce Center - CDFW CNDDDB 5 mile search results:

Branchinecta lynchi	Branchinecta lynchi	Branchinecta lynchi	Branchinecta lynchi	Branchinecta lynchi
vernal pool fairy shrimp	vernal pool fairy shrimp	vernal pool fairy shrimp	vernal pool fairy shrimp	vernal pool fairy shrimp
ICBRA03030	ICBRA03030	ICBRA03030	ICBRA03030	ICBRA03030
154	308	734	731	731
33672	46098	93539	93512	93512
30807	46098	94675	94645	94645
3812173	3812173	3812173	3812173	3812173
Roseville	Roseville	Roseville	Roseville	Roseville
PLA	PLA	PLA	PLA	PLA
T11N, R05E, Sec. 24, NW (M)	T12N, R06E, Sec. 32 (M)	T12N, R06E, Sec. 28, SE (M)	T12N, R05E, Sec. 13 (M)	T11N, R05E, Sec. 13 (M)
90	120	125	90	90
Crustaceans	Crustaceans	Crustaceans	Crustaceans	Crustaceans
1	1	1	1	1
specific area	non-specific area	specific area	specific area	specific area
Presumed Extant	Presumed Extant	Presumed Extant	Presumed Extant	Presumed Extant
Natural/Native occurrence	Natural/Native occurrence	Natural/Native occurrence	Natural/Native occurrence	Natural/Native occurrence
Good	Fair	Excellent	Good	Good
N	N	N	N	N
20160208	20131204	20140224	20160208	20160208
20160208	20131204	20140224	20160208	20160208
CITY OF ROSEVILLE	CITY OF ROSEVILLE	PVT-WILDLANDS INC	PVT, CITY OF ROSEVILLE	PVT, CITY OF ROSEVILLE
Threatened	Threatened	Threatened	Threatened	Threatened
None	None	None	None	None
G3	G3	G3	G3	G3
S3	S3	S3	S3	S3
IUCN_VU	IUCN_VU	IUCN_VU	IUCN_VU	IUCN_VU
NORTH SIDE OF BLUE OAKS BLVD NEAR INTERSECTION WITH HAYDEN PARKWAY, ROSEVILLE.	ANTONIO MOUNTAIN RANCH PROPERTY, ABOUT 1.5 MILES E OF FIDDYMENT RD AT ATHENS AVE, BETWEEN INGRAM SLOUGH & ORCHARD CREEK.	WEST SIDE OF INDUSTRIAL AVE, FROM INTERSECTION WITH TWELVE BRIDGES DRIVE TO 0.4 MILE NORTH OF THE INTERSECTION, LINCOLN.	0.7 TO 1.4 MILES WNW OF THE INTERSECTION OF HAYDEN PARKWAY AND FIDDYMENT ROAD, NW OF ROSEVILLE.	0.7 TO 1.4 MILES WNW OF THE INTERSECTION OF HAYDEN PARKWAY AND FIDDYMENT ROAD, NW OF ROSEVILLE.
WEST ROSEVILLE SPECIFIC PLAN OPEN SPACE PRESERVE. W POLYGON MAPPED TO OCCUPIED POOLS #273, 277, 287, AND 291 (2005). E POLYGON MAPPED TO 2016 DETECTION.	3 MI SSW OF LINCOLN. 2 DIFFERENT LOCATIONS GIVEN FOR 2001 DETECTION: N-MOST POLYGON MAPPED TO LOCATION GIVEN ON FIELD SURVEY FORM, E-MOST POLYGON MAPPED TO COORDINATES FROM MUSEUM CATALOG. ALSO SEE OCC #315 FOR ANTONIO MTN RANCH DETECTIONS.	ORCHARD CREEK VERNAL POOL PRESERVE. MAPPED TO LOCATIONS OF POOLS OCCUPIED IN 2009 AND 2014 (EXACT LOCATIONS NOT GIVEN FOR 2008 DETECTIONS)	1993 DETECTIONS IN VICINITY, EXACT LOCATIONS UNKNOWN. 2005 DETECTION ON WEST ROSEVILLE SPECIFIC PLAN OPEN SPACE PRESERVE. 2007-2008 SURVEYS WERE ON "CREEKVIEW PROPERTY." 2009 DETECTIONS ON AMORUSO PROPERTY. 2016, ON FIDDYMENT WFB PARCELS.	1993 DETECTIONS IN VICINITY, EXACT LOCATIONS UNKNOWN. 2005 DETECTION ON WEST ROSEVILLE SPECIFIC PLAN OPEN SPACE PRESERVE. 2007-2008 SURVEYS WERE ON "CREEKVIEW PROPERTY." 2009 DETECTIONS ON AMORUSO PROPERTY. 2016, ON FIDDYMENT WFB PARCELS.
NATURAL VERNAL POOLS.	AN 80 ACRE PRESERVE WITH 7.4 ACRES OF CREATED AND NATURAL VERNAL POOLS, AND VERNAL SWALES. USED FOR GRAZING.	GRAZED NON-NATIVE GRASSLAND. LINDERIELLA OCCIDENTALIS ALSO FOUND. PROPOSED MITIGATION SITE.	1993: NATURAL VERNAL POOLS. 2005: NATURAL VERNAL POOLS ON PRESERVE; SURROUNDING AREA IS BEING DEVELOPED. 2009: VALLEY GRASSLAND WITH SCATTERED VERNAL POOLS, SWALES, AND SEASONAL WETLANDS.	1993: NATURAL VERNAL POOLS. 2005: NATURAL VERNAL POOLS ON PRESERVE; SURROUNDING AREA IS BEING DEVELOPED. 2009: VALLEY GRASSLAND WITH SCATTERED VERNAL POOLS, SWALES, AND SEASONAL WETLANDS.
TENS DETECTED IN 4 POOLS ON 10 FEB 2005. NONE FOUND IN POOL #273. 18-19 FEB 2009 & 16 MAR 2010 (THE OTHER HISTORICALLY OCCUPIED POOLS WERE NOT SAMPLED). DETECTED IN 1 POOL ON 8 FEB 2016.	FEWER THAN 10 REPRODUCTIVE ADULTS OBSERVED ON 22 JAN 2008. DETECTED IN 3 POOLS ON 16 MAR 2009. FOUND IN 5 OF 17 POOLS SAMPLED 4 APR 2012. DETECTED IN 3 OF 17 POOLS SAMPLED JAN-MAR 2014.	105 FOUND ON 9 MAR 2001. 6 COLLECTED. FOUND IN 6 OF 313 BASINS, FEB-MAR 2007 (1 MAPPED HERE). IN 7-8 POOLS, FEB 2010 (1 MAPPED HERE). 2+ COLLECTED IN JAN, CYSTS FOUND IN 14 POOLS (4 MAPPED HERE) DEC 2013 WERE HATCHED & IDED AS B. LYNCHI.	FOUND IN 16 OF 52 POOLS IN SEC 13 & 4 OF 9 POOLS IN SEC 14, 1993 (SUGNET IDS #87 & 88). 1005 FOUND IN 1 POOL, 2005. BRANCHINECTA CYSTS FOUND IN 11 BASINS, 2007. NOT FOUND IN 2007-08 WET SEASON. IN 10 POOLS, 2009. IN 4 POOLS, 2016.	FOUND IN 16 OF 52 POOLS IN SEC 13 & 4 OF 9 POOLS IN SEC 14, 1993 (SUGNET IDS #87 & 88). 1005 FOUND IN 1 POOL, 2005. BRANCHINECTA CYSTS FOUND IN 11 BASINS, 2007. NOT FOUND IN 2007-08 WET SEASON. IN 10 POOLS, 2009. IN 4 POOLS, 2016.
SURROUNDING AREA IS BEING DEVELOPED.			DEVELOPMENT (2009).	DEVELOPMENT (2009).
Development			Development	Development
20160801	20140822		20170301	20160526

Blue Oak Commerce Center - CDFW CNDDDB 5 mile search results:

Branchinecta lynchi	Branchinecta lynchi	Branchinecta lynchi	Branchinecta lynchi	Branchinecta lynchi
vernal pool fairy shrimp	vernal pool fairy shrimp	vernal pool fairy shrimp	vernal pool fairy shrimp	vernal pool fairy shrimp
ICBRA03030	ICBRA03030	ICBRA03030	ICBRA03030	ICBRA03030
733	46	309	46	45
93531	32458	46106	32458	94758
94666	9535	46106	9535	1899
3812173	3812173	3812173	3812173	3812173
Roseville	Roseville	Roseville	Roseville	Roseville
PLA	PLA	PLA	PLA	PLA
T11N, R06E, Sec. 12 (M)	T12N, R06E, Sec. 28, SW (M)	T11N, R06E, Sec. 20, NW (M)	T11N, R06E, Sec. 28, SE (M)	T11N, R06E, Sec. 28, SE (M)
150	130	115	130	130
Crustaceans	Crustaceans	Crustaceans	Crustaceans	Crustaceans
1	1	2	1	1
specific area	specific area	non-specific area	specific area	specific area
Presumed Extant	Presumed Extant	Presumed Extant	Presumed Extant	Presumed Extant
Natural/Native occurrence	Natural/Native occurrence	Natural/Native occurrence	Natural/Native occurrence	Natural/Native occurrence
Excellent	Unknown	Unknown	Unknown	Unknown
N	N	N	N	N
20150109	19960129	20090217	19960129	20130809
20150109	19960129	20010307	19960129	20130809
CITY OF ROCKLIN	PVT-STERLING PACIFIC ASSETS	CITY OF ROSEVILLE	PVT-SARES REGIS GROUP	PVT-SARES REGIS GROUP
Threatened	Threatened	Threatened	Threatened	Threatened
None	None	None	None	None
G3	G3	G3	G3	G3
S3	S3	S3	S3	S3
IUCN_VU	IUCN_VU	IUCN_VU	IUCN_VU	IUCN_VU
STANFORD RANCH OPEN SPACE PRESERVE, BOTH SIDES OF STANFORD RANCH ROAD, BETWEEN DELTA DRIVE AND DARBY ROAD, ROCKLIN.	INGRAM SLOUGH; 3.2 KM ESE OF INTERSECTION OF MOORE ROAD AND FIDDYMENT ROAD, SSW OF LINCOLN.	1 MILE SW OF THE INTERSECTION OF FIDDYMENT ROAD AND PLEASANT GROVE CREEK, ROSEVILLE.		BETWEEN KASEBERG & S BRANCH PLEASANT GROVE CKS; FROM ABOUT 0.1MI NNW-0.4MI SE PLEASANT GROVE BLVD AT COUNTRY CLUB DR.
2014: MAPPED TO LOCATIONS GIVEN FOR OCCUPIED POOLS VP-22, VP-109, AND VP-111. 2015: IN POOLS 22, 23, 109, & 111.	LINCOLN CROSSING MITIGATION SITE. 1995: 10 TOTAL WETLANDS SAMPLED, THE INFORMATION FROM CONSULTANT HAD DISCREPANCIES BETWEEN FIELD SURVEY FORMS AND MAP - MAPPED ACCORDING TO THEIR MAP. 1996: 42 TOTAL WATERBODIES WERE SURVEYED.	WOODCREEK NORTH OPEN SPACE PRESERVE/WETLAND COMPENSATION AREA; POOL #6. IDENTIFIED AS "BLUE OAKS OPEN SPACE," CITY PROPERTY, IN CALIFORNIA PROTECTED AREAS DATABASE.		N OF PLEASANT GROVE BLVD: WOODCREEK OAKS MITIGATION SITE. MAPPED TO POOL C2 PER LOCATION ON MAP FROM 1995 REPORT & POINTS FROM 2013 SHAPEFILE & FIELD SURVEY FORM. S OF BLVD: SILVERADO OAKS SITE, 1995 LOC UNKNOWN, MAPPED TO 2013 SHAPEFILE.
DESIGNATED OPEN SPACE PRESERVE. VERNAL POOL GRASSLAND DOMINATED BY NON-NATIVE ANNUALS. SOME DISTURBANCE FROM OCCASIONAL HUMAN VISITATION.	CONSTRUCTED HARDPAN VERNAL POOL IN ANNUAL NON-NATIVE GRASSLAND. WETLAND COMPENSATION/MITIGATION PRESERVES. 2013: CONSTRUCTED VERNAL POOLS SURROUNDED BY DEVELOPMENT.	ANNUAL GRASSLAND WITH CONSTRUCTED AND HISTORIC VERNAL POOLS SURROUNDED BY OAK WOODLAND. LINDERIELLA OCCIDENTALIS ALSO FOUND HERE.		1995: NATURAL AND CONSTRUCTED HARDPAN VERNAL POOLS IN ANNUAL NON-NATIVE GRASSLAND ON WETLAND COMPENSATION/MITIGATION PRESERVES. 2013: CONSTRUCTED VERNAL POOLS SURROUNDED BY DEVELOPMENT.
THOUSANDS WERE FOUND IN 3 OF 12 POOLS SAMPLED ON 13 MAR 2014. 100S FOUND IN 4 POOLS, 9 JAN 2015.	1995: <50 ADULTS OBSERVED IN POOL #211. 1996: <50 ADULTS OBSERVED IN 5 POOLS (101, 204, 206, 216 & 220). LINDERIELLA OCCIDENTALIS ALSO PRESENT IN MOST OF SITE DURING 1995 AND 1996.	HUNDREDS OBSERVED IN 1 OF 15 POOLS SAMPLED DURING SURVEY CONDUCTED ON 7 MAR 2001. NONE FOUND DURING SURVEYS ON 28 FEB 2002, 7 JAN 2005, 23 FEB 2007, 16 JAN 2008, AND 17 FEB 2009.		S OF BLVD: DETECTED, 1995. FOUND IN 1 POOL, 2010. IN 2 POOLS, 2012. N OF BLVD: IN 1 OF 14 POOLS, FEB-MAR 1995; 1 ADULT COLLECTED, IN CAS (CASIZ #103127). ADULTS IN 1 POOL, JAN 2013; BRANCHINECTA CYSTS FOUND IN DRY-SEASON SAMPLES, 2013.
SURROUNDED BY DEVELOPMENT.				IMPROPER GRAZING REGIME (2013).
				Grazing
20150304	20080429	20140822		20141229

Blue Oak Commerce Center - CDFW CNDDDB 5 mile search results:

<i>Branchinecta lynchi</i>	<i>Branchinecta lynchi</i>	<i>Branchinecta lynchi</i>	<i>Branchinecta lynchi</i>	<i>Branchinecta lynchi</i>
<i>vernal pool fairy shrimp</i>	<i>vernal pool fairy shrimp</i>	<i>vernal pool fairy shrimp</i>	<i>vernal pool fairy shrimp</i>	<i>vernal pool fairy shrimp</i>
ICBRA03030	ICBRA03030	ICBRA03030	ICBRA03030	ICBRA03030
738	139	788		191
93575	34813	93938		36947
94708	1874	95067		31944
3812173	3812173	3812174		3812173
Roseville	Roseville	Pleasant Grove		Roseville
PLA	PLA	PLA		PLA
T11N, R06E, Sec. 04, NE (M)	T11N, R06E, Sec. 16, NE (M)	T11N, R05E, Sec. 11, NW (M)		T12N, R06E, Sec. 33, SW (M)
125	100	90		115
Crustaceans	Crustaceans	Crustaceans		Crustaceans
1	1	1		1
specific area	specific area	specific area		specific area
Presumed Extant	Presumed Extant	Presumed Extant		Presumed Extant
Natural/Native occurrence	Natural/Native occurrence	Natural/Native occurrence		Natural/Native occurrence
Unknown	Unknown	Unknown		Good
N	N	N		N
20061124	19970114	20090225		2014XXXX
20061124	19970114	20090225		20110127
PVT	PVT-STANFORD RANCH	PVT		PVT-WILDLANDS INC
Threatened	Threatened	Threatened		Threatened
None	None	None		None
G3	G3	G3		G3
S3	S3	S3		S3
IUCN_VU	IUCN_VU	IUCN_VU		IUCN_VU
WEST OF HIGHWAY 65, JUST EAST AND SE OF THE INTERSECTION OF ATHENS AVE AND INDUSTRIAL AVE, NW OF ROCKLIN.	0.3 TO 0.5 MILE SE OF THE INTERSECTION OF INDUSTRIAL AVENUE AND JUSTICE CENTER DRIVE, WEST OF HIGHWAY 65, ROCKLIN.	SOUTH SIDE OF SUNSET BLVD WEST, JUST WEST OF ITS INTERSECTION WITH AMORUSO WAY, NW OF ROSEVILLE.		ORCHARD CREEK CONSERVATION BANK; ABOUT 0.6 MI NW OF INDUSTRIAL AVE AT ATHENS AVE, 1 MI SW OF CA-65 AT TWELVE BRIDGES RD.
ATHENS PARK PROJECT SITE. MAPPED TO POOLS WHERE BRANCHINECTA CYSTS WERE FOUND.	FOOTHILL BUSINESS PARK MITIGATION SITE, PARCEL 1. 1993: DETECTIONS SOMEWHERE IN T11N R6E SEC 16, ATTRIBUTED HERE. 1995: 12 FEATURES SURVEYED. 1996: 14 FEATURES SURVEYED. 1997: 29 FEATURES SURVEYED. MAPPED TO 1996 & 1997 LOCATIONS.	AMORUSO PROPERTY, POOLS VP-5, VP-15, AND VP-45.		MAPPED TO LOCATIONS OF OCCUPIED POOLS FROM 1997 REPORT AND 2009-2011 FIELD SURVEY FORMS. EXACT LOCATION NOT GIVEN FOR DETECTIONS IN 2002 & 2008.
30 ACRE PROPERTY PROPOSED FOR ROAD IMPROVEMENTS AND COMMERCIAL DEVELOPMENT (AS OF 2007). 2.5 ACRES OF SEASONAL WETLANDS INCLUDING VERNAL POOLS, DITCHES, AND SWALES.	CONSTRUCTED VERNAL POOLS WITHIN NON-NATIVE ANNUAL GRASSLAND.	VALLEY GRASSLAND WITH SCATTERED VERNAL POOLS, SWALES, AND SEASONAL WETLANDS.		632-ACRE PRESERVE WITH NORTHERN HARDPAN VERNAL POOLS, SWALES, & EMERGENT MARSH IN GRAZED ANNUAL GRASSLAND. MAJORITY OF VERNAL POOLS LOCATED ON SAN JOAQUIN SANDY LOAM AND ALAMO-FIDDYMENT COMPLEX SOILS.
21 OF 117 POOLS SAMPLED 24 NOV 2006; 5 CONTAINED BRANCHINECTA CYSTS. CYSTS PRESUMED B. LYNCHI GIVEN SITE LOCATION AND HABITAT TYPE, BUT HATCHING AND REARING WOULD BE NEEDED FOR A POSITIVE ID.	FOUND IN 5 OF 54 FEATURES SAMPLED ON 18 FEB 1993. NOT FOUND IN 12 FEATURES SAMPLED JAN-FEB 1995. OVER 50 FOUND IN 1 OF 14 POOLS, 30 JAN 1996. TENS FOUND IN 2 OF 29 POOLS, 14 JAN 1997.	FOUND IN 15 POOLS, 2009 (3 MAPPED HERE, SEE ALSO OCCURRENCES #731 AND 732).		FOUND IN LOW ABUNDANCE IN VP584, MEDIUM IN VP610, 2 OF 170 POOLS SAMPLED, 17 JAN 1997. 100S OF ADULTS FOUND, 10 JAN 2002. FEWER THAN 10 FOUND, 22 JAN 2008. FOUND IN 1 POOL, 16 MAR 2009, 16 FEB 2010 & 27 JAN 2011. NONE FOUND IN 2014 SURVEY.
		DEVELOPMENT (2009).		
		Development		
20140909	20141216	20141113		20140822

Blue Oak Commerce Center - CDFW CNDDDB 5 mile search results:

<i>Branchinecta lynchi</i>	<i>Branchinecta lynchi</i>	<i>Branchinecta lynchi</i>
<i>vernal pool fairy shrimp</i>	<i>vernal pool fairy shrimp</i>	<i>vernal pool fairy shrimp</i>
ICBRA03030	ICBRA03030	ICBRA03030
924	732	41
B5447	93527	32449
118408	94660	1022
3812163	3812174	3812173
Citrus Heights	Pleasant Grove	Roseville
PLA	PLA	PLA
T10N, R06E, Sec. 9, NW (M)	T11N, R05E, Sec. 11, NE (M)	T11N, R06E, Sec. 22 (M)
130	100	150
Crustaceans	Crustaceans	Crustaceans
1	1	1
80 meters	specific area	specific area
Presumed Extant	Presumed Extant	Presumed Extant
Natural/Native occurrence	Natural/Native occurrence	Natural/Native occurrence
Fair	Excellent	Unknown
N	N	N
20180124	20090225	20090213
20180124	20090225	20090213
PVT	PVT	PVT-ROSEVILLE PROPERTIES
Threatened	Threatened	Threatened
None	None	None
G3	G3	G3
S3	S3	S3
IUCN_VU	IUCN_VU	IUCN_VU
0.1 AIR MILE EAST OF COOK RIOLO RD AT GLEN LN INTERSECTION, JUST NORTH OF CREEKVIEW RANCH SCHOOL, ROSEVILLE.	0.5 TO 0.7 MILE SE OF INTERSECTION OF SUNSET BLVD WEST AND AMORUSO WAY, NW OF ROSEVILLE.	HIGHLAND RESERVE SOUTH; S SIDE OF HWY 65, ABOUT 0.5 MILE NW OF THE PLEASANT GROVE BLVD OVERPASS.
MAPPED TO COORDINATES PROVIDED.	AMORUSO PROPERTY, POOLS SW-48 AND VP-80.	PARCEL 84 OF A MULTI-PARCEL PRESERVE. MAPPED TO INCLUDE OCCUPIED POOLS N10, N42, N8, NA & NB.
GRAZED ANNUAL GRASSLAND ON GENTLY ROLLING TERRAIN. VERNAL POOLS, SEASONAL WETLANDS AND SWALES SCATTERED THROUGHOUT SITE. SITE SURROUNDED BY UNDEVELOPED LAND TO THE EAST AND WEST, RURAL RESIDENTIAL TO THE NORTH, AND SCHOOL TO THE SOUTH.	VALLEY GRASSLAND WITH SCATTERED VERNAL POOLS, SWALES, AND SEASONAL WETLANDS.	CONSTRUCTED & HISTORIC VERNAL POOLS IN NON-NATIVE ANNUAL GRASSLAND ON A WETLAND COMPENSATION/MITIGATION PRESERVE SURROUNDED BY DEVELOPED LAND. IN 1995, POOL NB WAS 94 SQ METERS & 17 CM DEEP. LINDERIELLA OCCIDENTALIS ALSO FOUND.
1,000S CAUGHT AND RELEASED ON 24 JAN 2018.	FOUND IN 15 POOLS, 2009 (2 MAPPED HERE, SEE ALSO OCCURRENCES #731 AND 788).	OVER 50 FOUND IN 1 POOL, 1995; 1 COLLECTED AND SENT TO CAS. TENS FOUND IN 1 POOL, 2000. HUNDREDS IN 3 POOLS, 4 JAN 2002. HUNDREDS IN 1 POOL, 29 JAN 2003. NOT FOUND ON THIS PARCEL IN 2005 & 2008. FOUND IN 2 POOLS, 13 FEB 2009.
RESIDENTIAL DEVELOPMENT	DEVELOPMENT (2009).	
Development	Development	
20200518	20140924	20150105

Blue Oak Commerce Center - CDFW CNDDDB 5 mile search results:

Branchinecta lynchi	Branchinecta lynchi	Branchinecta lynchi	Branchinecta lynchi	Branchinecta lynchi
vernal pool fairy shrimp	vernal pool fairy shrimp	vernal pool fairy shrimp	vernal pool fairy shrimp	vernal pool fairy shrimp
ICBRA03030	ICBRA03030	ICBRA03030	ICBRA03030	ICBRA03030
412	230	247		229
64328	42059	43395		42058
64407	42059	43395		42058
3812173	3812172	3812173		3812172
Roseville	Rocklin	Roseville		Rocklin
PLA	PLA	PLA		PLA
T11N, R05E, Sec. 24, S (M)	T11N, R07E, Sec. 31, NW (M)	T11N, R06E, Sec. 03, SW (M)		T11N, R07E, Sec. 31, NW (M)
90	260	150		320
Crustaceans	Crustaceans	Crustaceans		Crustaceans
1	1	1		1
80 meters	80 meters	80 meters		80 meters
Presumed Extant	Presumed Extant	Presumed Extant		Extirpated
Natural/Native occurrence	Natural/Native occurrence	Natural/Native occurrence		Natural/Native occurrence
Good	Good	Unknown		None
N	N	N		N
20050210	19981222	20010308		19981222
20050210	19981222	20010308		19981222
PVT	PVT-AKT DEVELOPMENT	PVT		PVT-AKT DEVELOPMENT
Threatened	Threatened	Threatened		Threatened
None	None	None		None
G3	G3	G3		G3
S3	S3	S3		S3
IUCN_VU	IUCN_VU	IUCN_VU		IUCN_VU
WRSP OPEN SPACE PRESERVE; ABOUT 0.1 MI SSE OF HAYDEN PKWY AT BOB DOYLE DR & 0.6 MI WNW OF FIDDYMENT RD AT PHILLIPS RD.	0.8 MILE SW OF ROSEVILLE RESERVOIR, 1.3 MI S OF JCT TAYLOR RD & SUNSET BLVD, 2.6 MILES SW OF SIERRA COLLEGE, ROSEVILLE.	STANFORD RANCH NORTH, 0.75 MILE NNE JCT OF SUNSET BLVD & HWY 65, 1.8 MILES WSW OF TELEGRAPH HILL, 4 MI N OF ROCKLIN.		0.2 MILE SW OF ROSEVILLE RES, 1.1 MILES S OF JCT TAYLOR RD & SUNSET BLVD, 2.2 MILES SW OF SIERRA COLLEGE, ROSEVILLE.
MAPPED TO OCCUPIED POOL #590.	OLYMPUS OAKS PROJECT SITE, AKT DEVELOPMENT..	VERNAL POOL AT THIS SITE NUMBERED VP42, MAX SURFACE AREA ABOUT 10 METERS BY 13 METERS & 35 CM DEEP. B. LYNCHI FOUND IN 1 OF 65 SEASONAL WATERBODIES SURVEYED BETWEEN 28 JAN & 24 MAR 2000.		OLYMPUS OAKS PROJECT SITE, AKT DEVELOPMENT.
IN AGRICULTURAL AND RESIDENTIAL AREA.	VERNAL POOL COMMUNITY.	HABITAT CONSISTS OF FORMERLY GRAZED, NON-NATIVE ANNUAL GRASSLAND, INTERSPERSED WITH VERNAL POOLS.		1998: VERNAL POOL COMMUNITY. 2009 AERIAL PHOTOS SHOW THAT THE SITE HAS BEEN COMPLETELY DEVELOPED.
TENS OBSERVED ON 10 FEB 2005.	100'S OBSERVED IN 1998.	VPFS NUMBERING IN THE 10'S OBSERVED ON 11 FEB 2000 (2 FEMALES) AND ON 25 FEB 2000 (2 MALES) IN VERNAL POOL #VP42. 8 MAR 2001: 1 MALE OBSERVED WITHIN POOL #42.		4 COLLECTED ON 16 DEC 1998 (CASIZ #121244). HUNDREDS OBSERVED ON 22 DEC 1998.
AVAILABLE HABITAT REDUCED BY RESIDENTIAL DEVELOPMENT.	DEVELOPMENT.	DISTURBED FIELD (SOURCE OF DISTURBANCE NOT GIVEN).		DEVELOPMENT.
Development	Development			Development
20150107	19991222	20040622		20140818

Blue Oak Commerce Center - CDFW CNDDDB 5 mile search results:

<i>Branchinecta lynchi</i>	<i>Branchinecta lynchi</i>	<i>Branchinecta lynchi</i>	<i>Branchinecta lynchi</i>	<i>Branchinecta lynchi</i>
<i>vernal pool fairy shrimp</i>	<i>vernal pool fairy shrimp</i>	<i>vernal pool fairy shrimp</i>	<i>vernal pool fairy shrimp</i>	<i>vernal pool fairy shrimp</i>
ICBRA03030	ICBRA03030	ICBRA03030	ICBRA03030	ICBRA03030
30	44	141	141	736
33251	94478	34819	34819	93547
2570	1903	17500	17500	94682
3812173	3812173	3812173	3812173	3812173
Roseville	Roseville	Roseville	Roseville	Roseville
PLA	PLA	PLA	PLA	PLA
T12N, R06E, Sec. 35, NE (M)	T11N, R06E, Sec. 32, NW (M)	T12N, R06E, Sec. 28, NE (M)	T12N, R06E, Sec. 28, NE (M)	T11N, R06E, Sec. 05, SW (M)
195	120	140	140	125
Crustaceans	Crustaceans	Crustaceans	Crustaceans	Crustaceans
1	1	1	1	1
80 meters	80 meters	80 meters	80 meters	80 meters
Presumed Extant	Presumed Extant	Presumed Extant	Presumed Extant	Presumed Extant
Natural/Native occurrence	Natural/Native occurrence	Natural/Native occurrence	Natural/Native occurrence	Natural/Native occurrence
Good	Fair	Unknown	Unknown	Unknown
N	N	N	N	N
19941228	20110303	19960130	19960130	20080131
19941228	20110303	19960130	19960130	20080131
PVT	CITY OF ROSEVILLE	PVT-STERLING PACIFIC ASSETS	PVT-STERLING PACIFIC ASSETS	PVT
Threatened	Threatened	Threatened	Threatened	Threatened
None	None	None	None	None
G3	G3	G3	G3	G3
S3	S3	S3	S3	S3
IUCN_VU	IUCN_VU	IUCN_VU	IUCN_VU	IUCN_VU
2 MILES SE OF THE LINCOLN RODEO GROUNDS, ABOUT 3 MILES SSE OF LINCOLN.	SILVERADO OAKS MITIGATION SITE, ABOUT 0.2 MI NW OF WOODCREEK OAKS BLVD AT JUNCTION BLVD AND 3 MI WNW OF ROSEVILLE PO.	NNW OF ROSEVILLE IN INGRAM SLOUGH; 0.4 KM WEST OF INTERSECTION OF HIGHWAY 65 AND INDUSTRIAL BLVD.	LINCOLN CROSSING MITIGATION SITE. 1996: 42 TOTAL WATERBODIES SURVEYED.	ABOUT 0.7 MILE NE OF FIDDYMENT RD AT SUNSET BLVD WEST AND 1 MILE SW OF ATHENS AVE AT N FOOTHILLS BLVD, NW OF ROSEVILLE.
	1995: 15 WETLANDS SAMPLED AMONG PARCELS 72 (EO #44, THIS OCCURRENCE) & 32 (EO #635); EXACT DETECTION LOCATIONS UNKNOWN. 1996: 10 SAMPLED. 1997: 13 SAMPLED. MAPPED TO LOCATION OF 2010-2011 DETECTIONS FROM 2013			CALIFORNIA MOTOCROSS PROJECT SITE. MAPPED TO PROVIDED SHAPEFILE.
HABITAT CONSISTS OF VERNAL POOLS WITHIN ROLLING GRASSLAND.	CONSTRUCTED HARDPAN VERNAL POOL WITHIN NON-NATIVE ANNUAL GRASSLAND. WETLAND COMPENSATION/MITIGATION PRESERVE.	CONSTRUCTED HARDPAN VERNAL POOL WITHIN NON-NATIVE ANNUAL GRASSLAND. WETLAND COMPENSATION/MITIGATION PRESERVE.		VIABLE POPULATION IN SEASONAL WETLAND 8 INCHES DEEP. DISTURBANCE FROM OFF-ROAD VEHICLES NOTED. SITE WAS PLOWED/DISKED HISTORICALLY.
MANY SHRIMP OBSERVED/COLLECTED (DEPOSITED AT CAS) ON 28 DECEMBER 1994.	1996: <50 ADULTS OBSERVED IN POOL #222; SURFACE AREA=574 SQ METERS, WATER DEPTH=32.0 CM, TEMPERATURE= 11.5 DEGREES C, CONDUCTIVITY=75.80, TURBIDITY WAS LOW. LINDERIELLA ALSO PRESENT IN POOL AND IN SURROUNDING		OBSERVED IN CONSTRUCTED VERNAL POOLS IN 1995. NO B. LYNCHI OBSERVED, BUT L. OCCIDENTALIS PRESENT, 1996 & 1997. DETECTED ON 16 FEB 2010 AND 3 MAR 2011.	FOUND IN 1 BASIN DURING 2007-2008 WET SEASON SAMPLING.
THREATENED BY PROPOSED DEVELOPMENT.				DEVELOPMENT.
Development				Development
19950630	19960717			20140822

Blue Oak Commerce Center - CDFW CNDDDB 5 mile search results:

<i>Agelaius tricolor</i>	<i>Lepidurus packardii</i>	<i>Buteo swainsoni</i>
	<i>vernal pool tadpole shrimp</i>	<i>Swainson's hawk</i>
ABPBXB0020	ICBRA10010	ABNKC19070
907	329	2115
A1220	94802	88290
102787	95905	89301
3812173	3812173	3812173
Roseville	Roseville	Roseville
PLA	PLA	PLA
T12N, R06E, Sec. 35, NE (M)	T12N, R06E, Sec. 28, SE (M)	T11N, R06E, Sec. 17, NW (M)
244	140	100
Birds	Crustaceans	Birds
1	1	1
1/5 mile	1/10 mile	80 meters
Presumed Extant	Possibly Extirpated	Presumed Extant
Natural/Native occurrence	Natural/Native occurrence	Natural/Native occurrence
Unknown	None	Unknown
N	N	N
19950421	20020323	20090428
1994XXXX	20020323	20090428
UNKNOWN	UNKNOWN	UNKNOWN
None	Endangered	None
Threatened	None	Threatened
G1G2	G4	G5
S1S2	S3S4	S3
SSC		
BLM_S; IUCN_EN; NABCI_RWL; USFWS_BCC	IUCN_EN	BLM_S; IUCN_LC; USFWS_BCC
ON N SIDE OF TWELVE BRIDGES DR, ABOUT 2.7 MI E OF INTERSECTION WITH HWY 65, S OF LINCOLN.	ALONG INDUSTRIAL AVE (=LINCOLN BLVD), ABOUT 0.3 MILE SSW OF THE LINCOLN BYPASS (=HWY 65) OVERPASS, SSW OF LINCOLN.	NORTH SIDE OF PLEASANT GROVE CREEK, JUST S OF STARWOOD CT AT TRADEWINDS DR IN BLUE OAKS DEVELOPMENT NW OF ROSEVILLE.
MAPPED ACCORDING TO LOCATION ON PROVIDED MAP. PROVIDED ROAD DESIGNATIONS WERE "HIGHWAY 65 & DIRT ROAD, 1.7 MI SOUTH OF RODEO GROUNDS."	MAPPED TO GIVEN COORDINATES; MAPPED NON-SPECIFICALLY BECAUSE IT SEEMS LIKELY THAT THE CYST FOUND MAY HAVE BEEN TRANSPORTED FROM A NEARBY WETLAND.	MAPPED TO POINT FROM CDFW SHAPEFILE OF NEST RECORDS FROM 2009.
CIRCULAR PATCH OF HIMALAYAN BLACKBERRY. 2000 COLONY WAS IN A HILLSIDE SEEP. LARGE STOCKPOND WITHIN 0.5 MILE.	SEASONAL WETLAND ALONG ROADSIDE DISTURBED BY EXCAVATION OF A TELECOMMUNICATION LINE; PREVIOUSLY FILLED WITH RUNOFF FROM ADJACENT WETLAND COMPLEX AND NEARBY STREAM. SURROUNDING LAND BEING DEVELOPED FOR HOUSING.	NEST IN 55' BLUE OAK IN RIPARIAN STRIP WITH AN OPEN FIELD DIRECTLY NE, SURROUNDED BY RESIDENTIAL DEVELOPMENT.
ANECDOTALLY REPORTED AS NESTING IN 1994. A FORAGING FLOCK OF ABOUT 250 BIRDS OBSERVED ON 21 APR 1995. ABOUT 200 BIRDS OBSERVED ON 22 APR 2000; NOTED AS CARRYING FOOD.	1 CYST IDENTIFIED FROM SOIL SAMPLED ON 23 MAR 2002.	NEST WITH YOUNG OBSERVED ON 28 APR 2009; FLEDGING SUCCESS UNKNOWN.
POTENTIAL THREAT FROM DEVELOPMENT.	SINCE THE TIME OF SURVEY, THE WETLAND IN WHICH THE CYST WAS FOUND WAS PAVED OVER DURING ROAD EXPANSION PROJECT.	
	Road/trail construction/maint.	
20160914	20150112	20130304

Blue Oak Commerce Center - CDFW CNDDDB 5 mile search results:

<i>Spea hammondi</i>	<i>Spea hammondi</i>	<i>Spea hammondi</i>	<i>Spea hammondi</i>	<i>Spea hammondi</i>
<i>western spadefoot</i>	<i>western spadefoot</i>	<i>western spadefoot</i>	<i>western spadefoot</i>	<i>western spadefoot</i>
AAABF02020	AAABF02020	AAABF02020	AAABF02020	AAABF02020
1299	172	129	309	1298
B4905	42147	60024	60024	B4904
117843	42147	60060	60060	117842
3812173	3812173	3812173	3812173	3812173
Roseville	Roseville	Roseville	Roseville	Roseville
PLA	PLA	PLA	PLA	PLA
T12N, R05E, Sec. 36, E (M)	T11N, R06E, Sec. 25, SE (M)	T11N, R05E, Sec. 24 (M)	T11N, R06E, Sec. 31, SW (M)	T12N, R06E, Sec. 31, SW (M)
112	208	95	106	106
Amphibians	Amphibians	Amphibians	Amphibians	Amphibians
1	1	1	1	1
80 meters	specific area	specific area	1/5 mile	1/5 mile
Presumed Extant	Presumed Extant	Presumed Extant	Presumed Extant	Presumed Extant
Natural/Native occurrence	Natural/Native occurrence	Natural/Native occurrence	Natural/Native occurrence	Natural/Native occurrence
Good	Fair	Unknown	Good	Good
N	N	N	N	N
20160305	20180413	20040423	20160305	20160305
20160305	20180413	20040423	20160305	20160305
UNKNOWN	UNKNOWN	UNKNOWN	PVT	PVT
None	None	None	None	None
None	None	None	None	None
G2G3	G2G3	G2G3	G2G3	G2G3
S3	S3	S3	S3	S3
SSC	SSC	SSC	SSC	SSC
BLM_S; IUCN_NT	BLM_S; IUCN_NT	BLM_S; IUCN_NT	BLM_S; IUCN_NT	BLM_S; IUCN_NT
EAST CATLETT ROAD, 0.7 MILE WEST OF ITS INTERSECTION WITH FIDDYMENT ROAD, SWOF LINCOLN	POOLS ADJACENT TO RAILROAD TRACKS NEAR TAYLOR ROAD, 0.4 MILE SOUTH OF SEWAGE DISPOSAL PONDS, ROSEVILLE.	UNNAMED TRIBUTARY TO PLEASANT GROVE CREEK VICINITY OF BOBDOYLE DR AT HAYDEN PKWY, WESTPARK NEIGHBORHOOD OF ROSEVILLE.	ON SOUTH SIDE OF EAST CATLETT ROAD, JUST WEST OF FIDDYMENT ROAD, SW OF LINCOLN.	ON SOUTH SIDE OF EAST CATLETT ROAD, JUST WEST OF FIDDYMENT ROAD, SW OF LINCOLN.
MAPPED ACCORDING TO MAP PROVIDED.	POOLED AREAS BETWEEN TRACKS AND DEVELOPMENT. MAPPED TO THE PROVIDED COORDINATES.	MAPPED TO THE PROVIDED COORDINATES AND MAP.	MAPPED ACCORDING TO MAP PROVIDED.	MAPPED ACCORDING TO MAP PROVIDED.
VERNAL POOL AND GRASSLAND HABITAT, RURAL HOUSING AND RANCHING ACTIVITIES IN THE AREA.	SURROUNDING LAND USE: RAILROAD EASEMENT. CALIFORNIA LINDERIELLA ALSO PRESENT. OFTEN CO-OCCUR WITH PACIFIC CHORUS FROG AND WESTERN TOAD. CLAM SHRIMP OCCASIONALLY PRESENT AS WELL.	HABITAT CONSISTS OF TWO PONDED AREAS WITHIN A SEASONAL SWALE/CHANNEL. AREA APPEARED TO BE NATIVE HABITAT IN 2004 AERIALS; SURROUNDINGS GRADED FOR DEVELOPMENT IN 2005 AERIALS; AND SEVERAL NEIGHBORHOOD DEVELOPMENTS BY 2013 AERIAL.	VERNAL POOL AND GRASSLAND HABITAT, RURAL HOUSING AND RANCHING ACTIVITIES IN THE AREA.	VERNAL POOL AND GRASSLAND HABITAT, RURAL HOUSING AND RANCHING ACTIVITIES IN THE AREA.
1 JUVENILE FOUND DEAD ON ROAD ON 5 MAR 2016.	5 TADPOLES OBSERVED ON 19 MAR 1994. 12-24 LARVAE OBSERVED ON 13 APR 2018; OBSERVED SWIMMING AND RESTING. LARVAE ANECDOTALLY REPORTED AS PRESENT IN "MANY YEARS" BETWEEN 1994 AND 2018	ONE POOL SUPPORTED <10 TADPOLES AND THE OTHER SUPPORTED 50-100 TADPOLES ON 23 APR 2004. TOADS CAPTURED WITH A DIPNET, NONE COLLECTED.	HEARD CALLING FROM ROAD ON 5 MAR 2016.	HEARD CALLING FROM ROAD ON 5 MAR 2016.
ROAD MORTALITIES, BULLFROGS OBSERVED IN AREA.	MUCH OF THIS AREA HAS BEEN DEVELOPED SINCE 1994; PORTION OF OCCURRENCE MAY BE EXTIRPATED.	NOW SURROUNDED BY DEVELOPMENT.	ROAD MORTALITIES, BULLFROGS ALSO OBSERVED IN AREA.	ROAD MORTALITIES, BULLFROGS ALSO OBSERVED IN AREA.
Non-native animal impacts; Vehicle collisions	Development	Development	Non-native animal impacts; Vehicle collisions	Non-native animal impacts; Vehicle collisions
20200130	20190501	20190502	20200130	20200130

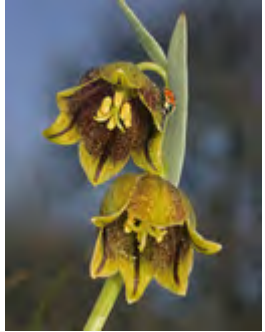
Blue Oak Commerce Center - CDFW CNDDDB 5 mile search results:

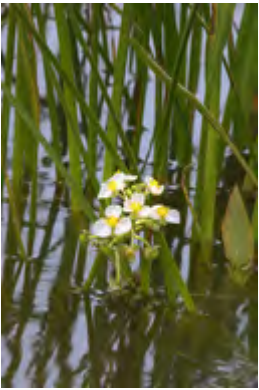
<i>Elanus leucurus</i>	<i>Spea hammondi</i>	<i>Spea hammondi</i>	<i>Spea hammondi</i>
<i>white-tailed kite</i>	<i>western spadefoot</i>	<i>western spadefoot</i>	<i>western spadefoot</i>
ABNKC06010	AAAABF02020	AAAABF02020	AAAABF02020
56	174	174	171
42671	42151	42151	42145
42671	42151	42151	42145
3812173	3812174	3812174	3812173
Roseville	Pleasant Grove	Pleasant Grove	Roseville
PLA	PLA	PLA	PLA
T11N, R06E, Sec. 20, SE (M)	T11N, R05E, Sec. 23, SE (M)	T11N, R05E, Sec. 23, SE (M)	T11N, R06E, Sec. 32, NW (M)
125	100	100	115
Birds	Amphibians	Amphibians	Amphibians
1	1	1	1
80 meters	80 meters	80 meters	80 meters
Presumed Extant	Presumed Extant	Presumed Extant	Presumed Extant
Natural/Native occurrence	Natural/Native occurrence	Natural/Native occurrence	Natural/Native occurrence
Good	Good	Good	Unknown
N	N	N	N
1999XXX	19930321	19930321	19910412
199807XX	19930321	19930321	19910412
PVT-HEWLETT PACKARD	UNKNOWN	UNKNOWN	UNKNOWN
None	None	None	None
None	None	None	None
G5	G2G3	G2G3	G2G3
S3S4	S3	S3	S3
FP	SSC	SSC	SSC
BLM_S; IUCN_LC	BLM_S; IUCN_NT	BLM_S; IUCN_NT	BLM_S; IUCN_NT
ON THE WEST SIDE OF THE SOUTH BRANCH OF PLEASANT GROVE CREEK, BETWEEN FOOTHILLS BLVD AND WOODCREEK OAKS BLVD, ROSEVILLE.	BEND IN PHILLIP ROAD, 1.5 MILE W OF ICT WITH FIDDYMENT ROAD, 0.3 MILE WEST WHERE ROAD PARALLELS PLEASANT GROVE CREEK.	BEND IN PHILLIP ROAD, 1.5 MILE W OF ICT WITH FIDDYMENT ROAD, 0.3 MILE WEST WHERE ROAD PARALLELS PLEASANT GROVE CREEK.	TRIBUTARY TO KASEBERG CREEK, 1.3 MILES NE OF ICT BASE LINE & FIDDYMENT ROADS, ROSEVILLE.
SITE IS LOCATED ALONG THE BORDER BETWEEN WOODCREEK GOLF COURSE AND HEWLETT-PACKARD.			5 CONSTRUCTED VERNAL POOLS AND TRIBUTARY TO KASEBERG CREEK. MAPPED TO SITE DESCRIPTION (ELEVATION GIVEN DOESN'T MATCH).
HABITAT CONSISTS OF RIPARIAN/OAK WOODLAND, DOMINATED BY BLUE OAKS AND INTERIOR LIVE OAKS.	ANNUAL GRASSLAND.	ANNUAL GRASSLAND.	VERNAL POOLS AND INTERMITTENT CREEK. SURROUNDING LAND USE: MITIGATION SITE, VARIOUS DEVELOPMENTS.
SITE WAS VISITED WEEKLY, MAR-JUL 1998; ADULT COURTSHIP TO 5 BEGGING FLEDGLINGS OBSERVED. KITES DID NOT NEST AT THIS LOCATION IN 1999, POSSIBLY DUE TO BOTH GREAT HORNED OWLS AND AMERICAN KESTRELS NESTING NEARBY.	1 ADULT FOUND CROSSING THE ROAD.	1 ADULT FOUND CROSSING THE ROAD.	SEVERAL TADPOLES OBSERVED, 1991.
THREATENED BY ENCROACHING DEVELOPMENT ALONG WOODCREEK OAKS BLVD.	CHANGES IN HYDROLOGY/URBAN RUNOFF.	CHANGES IN HYDROLOGY/URBAN RUNOFF.	THREATENED BY INCREASED HYDROLOGY AND NON-NATIVE FISHES.
Development	Other; Pollution	Other; Pollution	Non-native animal impacts; Other
20000330	20000120	20000120	20000120

Search Results

14 matches found. Click on scientific name for details

Search Criteria: Quad is one of [3812184:3812174:3812183:3812182:3812172:3812163:3812173:3812164:3812162]

▲ SCIENTIFIC NAME	COMMON NAME	FAMILY	LIFEFORM	BLOOMING PERIOD	FED LIST	STATE LIST	GLOBAL RANK	STATE RANK	CA RARE PLANT RANK	PHOTO
<u>Balsamorhiza macrolepis</u>	big-scale balsamroot	Asteraceae	perennial herb	Mar-Jun	None	None	G2	S2	1B.2	 ©1998 Dean Wm. Taylor
<u>Brodiaea rosea ssp. vallicola</u>	valley brodiaea	Themidaceae	perennial bulbiferous herb	Apr-May(Jun)	None	None	G5T3	S3	4.2	 © 2011 Steven Perry
<u>Chloropyron molle ssp. hispidum</u>	hispid salty bird's-beak	Orobanchaceae	annual herb (hemiparasitic)	Jun-Sep	None	None	G2T1	S1	1B.1	No Photo Available
<u>Clarkia biloba ssp. brandegeae</u>	Brandegee's clarkia	Onagraceae	annual herb	(Mar)May-Jul	None	None	G4G5T4	S4	4.2	No Photo Available
<u>Downingia pusilla</u>	dwarf downingia	Campanulaceae	annual herb	Mar-May	None	None	GU	S2	2B.2	No Photo Available
<u>Fritillaria agrestis</u>	stinkbells	Liliaceae	perennial bulbiferous herb	Mar-Jun	None	None	G3	S3	4.2	 © 2016 Aaron Schusteff
<u>Gratiola heterosepala</u>	Boggs Lake hedge-hyssop	Plantaginaceae	annual herb	Apr-Aug	None	CE	G2	S2	1B.2	 ©2004 Carol W. Witham
<u>Juncus leiospermus var. ahartii</u>	Ahart's dwarf rush	Juncaceae	annual herb	Mar-May	None	None	G2T1	S1	1B.2	 © 2004 Carol W. Witham

<u>Juncus leiospermus</u> var. <u>leiospermus</u>	Red Bluff dwarf rush	Juncaceae	annual herb	Mar-Jun	None	None	G2T2	S2	1B.1	 ©2016 Dylan Neubauer
<u>Legenere limosa</u>	legenere	Campanulaceae	annual herb	Apr-Jun	None	None	G2	S2	1B.1	 ©2000 John Game
<u>Leptosiphon aureus</u>	bristly leptosiphon	Polemoniaceae	annual herb	Apr-Jul	None	None	G4?	S4?	4.2	 © 2007 Len Blumin
<u>Navarretia myersii</u> ssp. <u>myersii</u>	pincushion navarretia	Polemoniaceae	annual herb	Apr-May	None	None	G2T2	S2	1B.1	 © 2020 Leigh Johnson
<u>Orcuttia viscida</u>	Sacramento Orcutt grass	Poaceae	annual herb	Apr-Jul(Sep)	FE	CE	G1	S1	1B.1	No Photo Available
<u>Sagittaria sanfordii</u>	Sanford's arrowhead	Alismataceae	perennial rhizomatous herb (emergent)	May-Oct(Nov)	None	None	G3	S3	1B.2	 ©2013 Debra L. Cook

Showing 1 to 14 of 14 entries

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ADDENDUM TO BLUE OAKS COMMERCE CENTER MITIGATED NEGATIVE DECLARATION (ADOPTED ON MAY 27, 2010)

Project Title/File Number:	NIPA PCL 56 – Blue Oaks Commerce Center; File #PL22-0101
Project Location:	2200 Freedom Way, Roseville, Placer County, CA 95678 (APN 017-123-090-000)
Project Description:	The applicant requests approval of a Major Project Permit (MPP) Stage 1 Modification and MPP Stage 2 to allow construction of four (4) industrial buildings totaling approximately 310,000 square feet in size with associated parking, lighting, and landscaping, which will be located on two (2) parcels totaling 23.94-acres in size.
Project Applicant:	Jennifer Kimura, VLMK Engineering + Design
Property Owner:	Harsch Investment Properties II, LLC
Lead Agency Contact:	Escarlet Mar, Associate Planner; Phone (916) 774-5247

An Addendum to a previously certified and adopted negative declaration or environmental impact report may be prepared for a project if only minor technical changes or additions are necessary or none of the conditions calling for the preparation of a subsequent EIR or negative declaration have occurred (California Environmental Quality Act Guidelines [CEQA] Section 15164). Consistent with CEQA Guidelines Section 15164, the below analysis has been prepared in order to demonstrate that none of the conditions described in Section 15162 of the CEQA Guidelines calling for preparation of a subsequent EIR have occurred and that only minor technical changes or additions are necessary in order to deem the adopted negative declaration adequate to describe the impacts of the proposed project. CEQA Guidelines Section 15164 also states that an addendum need not be circulated for public review, but can be included in or attached to the adopted negative declaration for consideration by the hearing body. This Addendum focuses only on those aspects of the project or its impacts which require additional discussion.

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PROJECT DESCRIPTION

Project Location

The project site is located at 2200, 2301, and 2201 Freedom Way, at the southeast corner of Blue Oaks Boulevard and Industrial Avenue (see Figure 1). On June 1, 2022, planning staff approved a Voluntary Merger (File# PL22-0059) to merge Parcel 4 (017-123-083) and Parcel 5 (017-123-084) of the Blue Oaks Commerce Center Subdivision Parcel Map into one (1) parcel. As of this writing, the Lot Merger has been recorded. The project is located on Parcel 56 of the North Industrial Planning Area (NIPA), which has adopted design guidelines (North Roseville Area Design Guidelines) that influence the general character of development within the planning area. The project site is surrounded by developed industrial parcels to the north, south, west, and an undeveloped parcel and office building to the east.



Background

On May 27, 2010, the Planning Commission approved a Major Project Permit (MPP) Stage 1 and a Tentative Subdivision Map for development of approximately 49.4 acres with 17 buildings totaling approximately 576,000 square feet of office, industrial and commercial uses (File# 2007PL-039). An Initial Study leading to a Mitigated Negative Declaration was prepared as part of the MPP Stage 1 and Tentative Subdivision Map for the Blue Oaks Commerce Center (BOCC) office, industrial and retail complex project to evaluate the environmental impacts of developing NIPA PCL 56. The Planning Commission adopted the Blue Oaks Commerce Center Initial Study and Mitigated Negative Declaration (MND) on May 27, 2010. On October 23, 2014, the Planning Commission approved a modification to the MPP Stage 1 site plan to allow the elimination of the retail portion of the project and replace approximately 81,000 square feet of industrial uses with an approximately 123,000 square foot three-story office building for the Federal Bureau of Investigation (FBI). An MPP Stage 2 was also approved for the FBI Office building, which approved the building architecture, site grading, and on-site landscaping. The MPP Stage 1 entitlement approved in 2010 included conceptual landscape plans for the Blue Oaks Commerce Center.

The landscape plans were deemed to be consistent with the North Roseville Area Design Guidelines (NRADG). However, the NRADG was adopted in 1992 and did not address current water efficient landscape requirements. Therefore, on May 24, 2016, the Planning Manager approved an Administrative Permit to modify the master landscape plan for the Blue Oaks Commerce Center to include more drought tolerant species and meet current water efficiency standards.

Environmental Setting

The project site is currently undeveloped but has been previously graded in preparation for the BOCC development and the FBI office building. As illustrated in Figures 2 through 4 below, the aerials of the BOCC site show that grading for the center were completed concurrent with the development of the FBI building. The aerials also show the removal of the jughandle that bisected the northwest corner of the site between Blue Oaks Boulevard and Industrial Avenue. As part of the MND analysis, the BOCC noted that grading and filling of approximately 1.70 acres of seasonal wetlands regulated by the U.S. Army Corps of Engineers would occur. The previously identified 1.95 acres of potential jurisdictional waters including 1.70 acres of wetlands and 0.26 acres of other waters has been filled and a Section 404 Individual Permit Application submitted and approved by the US Army Corps of Engineers (Corps). Currently, no wetlands exist on the site. In addition to grading, streetlights were located along the roadway frontages and utility poles along Blue Oaks Boulevard. Curb and gutter improvements exist along the perimeter of the BOCC site. Sidewalks are fully constructed along Blue Oaks Boulevard, Industrial Avenue, Freedom Way, and Fidelity Way.

Figure 2: Existing Site Conditions 2013



Figure 3: Existing Site Conditions 2015





As shown in Table 1 below, the site is surrounded by several industrial users to the north, south, and west. To the east of the Project site is a vacant parcel and an office building, the vacant parcel has been previously disturbed by an approximately 220-foot wide series of power lines that bisect the northeast portion of the property at a 45-degree angle from Washington Boulevard to Blue Oaks Boulevard.

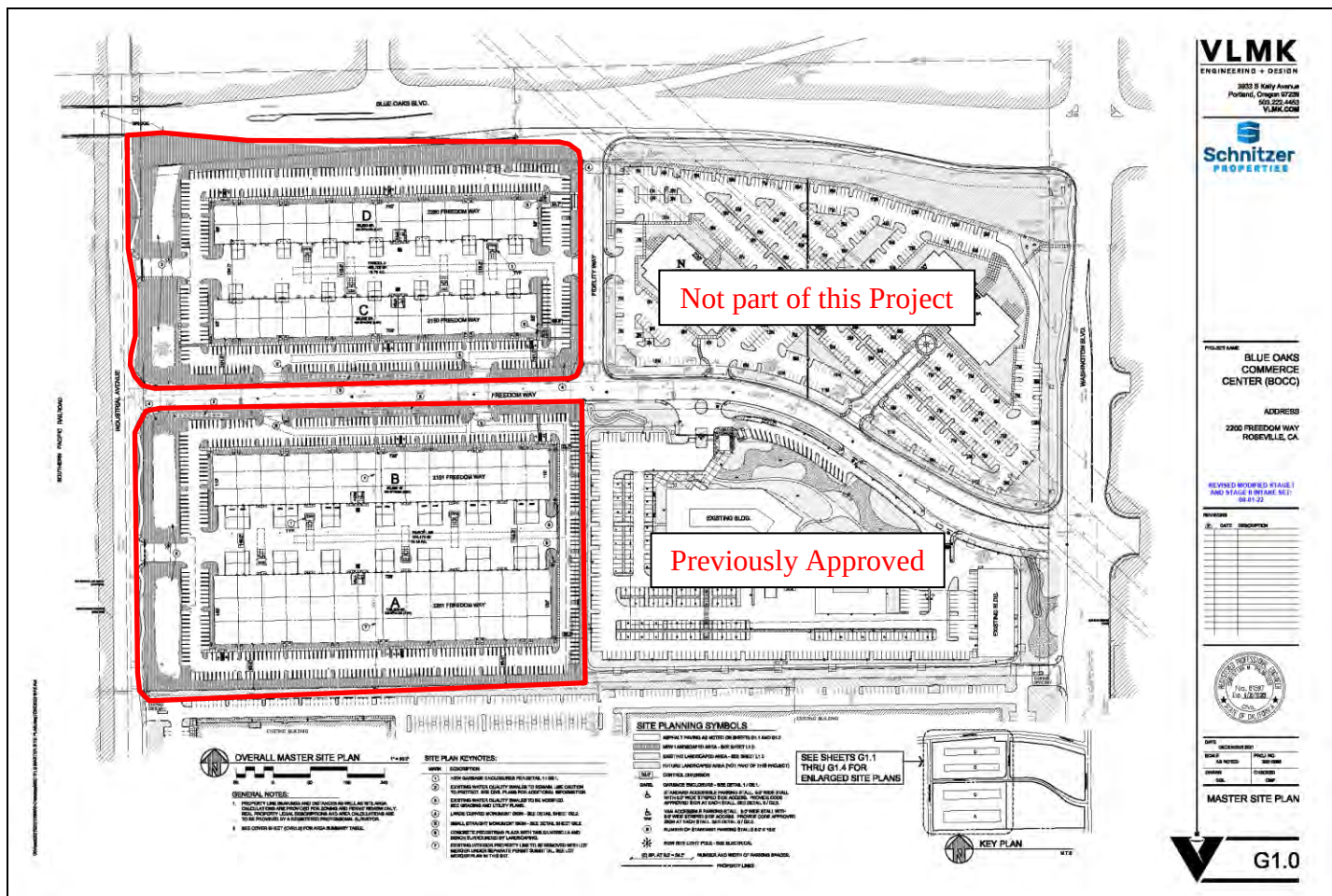
Table 1: Adjacent Zoning and Land Use

Location	Zoning	General Plan Land Use	Actual Use of Property
Site	General Industrial (M2)	General Industrial (IND)	Vacant
North	M2	IND	Industrial users
South	M2	IND	Industrial users
East	M2	IND	Vacant; Office building for the FBI
West	Light Industrial (M1)	Light Industrial (LI)	Albertsons warehouse

Proposed Project

The proposed project (Project) consist of four (4) industrial buildings totaling approximately 310,000 square feet in size with associated parking, lighting, and landscaping improvements (see Figure 5 below). The Project is proposed on two (2) vacant industrial parcels totaling approximately 23.94-acres. The project entitlements consist of a Major Project Permit (MPP) Stage 1 Modification and MPP Stage 2. The request for a MPP Stage 1 Modification will change the orientation of the buildings, decrease the number of buildings from 10 to four (4), and increase the total square footage of the Project by approximately 50,000 square feet.

Figure 5: Site Plan



PURPOSE AND SCOPE OF ADDENDUM

This Addendum tiers from the previously approved MND and the 2035 General Plan Environmental Impact Report (GP EIR) and the 2021 Housing Element Addendum (HE Addendum) (combined, the GP EIR and Addendum), which analyzed the impacts of full buildout of the City's General Plan land uses and implementation of its policies consistent with the General Plan and the 2021 Housing Element. The MND and related attachments are included as Attachment 1 of this Addendum. The GP EIR is available for review on the City's website at <https://www.roseville.ca.us/generalplan> and the HE Addendum is available at www.roseville.ca.us/housingelement. These are also accessible upon request at the Planning counter during normal business hours.

The adopted MND evaluated the following topical sections as it relates to:

- Aesthetics
- Agricultural and Forestry Resources
- Air Quality
- Biological Resources
- Cultural Resources
- Geology and Soils
- Hazards and Hazardous Materials
- Hydrology and Water Quality

- Land Use and Planning
- Mineral Resources
- Noise
- Population and Housing
- Public Services
- Recreation
- Transportation/Traffic
- Utilities and Service Systems
- Greenhouse Gas Emissions

The MND evaluated the same impact areas as the Project, but did not include an analysis on Energy, Tribal Cultural Resources, or Wildfire as these sections were added to the CEQA Guidelines after the Project approval date. Nevertheless, because this Addendum tiers from the previously approved GP EIR and Addendum, in addition to the MND, those sections are included in the GP EIR and Addendum as described below.

The GP EIR evaluated the following topical sections, as numbered below:

Chapter 4.0. Introduction to the Environmental Analysis

- Section 4.1. Land Use and Agriculture
- Section 4.2. Population, Employment, and Housing
- Section 4.3. Transportation
- Section 4.4. Air Quality
- Section 4.5. Greenhouse Gas Emissions
- Section 4.6. Noise and Vibration
- Section 4.7. Geology, Soils, and Paleontological Resources
- Section 4.8. Biological Resources
- Section 4.9. Cultural and Tribal Cultural Resources
- Section 4.10. Hazards, Hazardous Materials, and Wildfire
- Section 4.11. Public Services and Recreation
- Section 4.12. Utilities and Service Systems
- Section 4.13. Hydrology and Water Quality
- Section 4.14. Aesthetics
- Section 4.15. Energy

The HE Addendum evaluated the same impact areas, but was formatted in the same analysis order as the CEQA Guidelines Initial Study Checklist, in which impacts are evaluated by topic area in alphabetical order. For each impact topic and question, the HE Addendum listed the location (page number) where that topic was addressed in the GP EIR and the disposition of the impact. This Addendum follows the same format. The area analyzed in the GP EIR and Addendum included all areas within the City limits and those areas that are within the City's Sphere of Influence, referred to throughout as the Planning Area. For consistency with previous documentation, in this Addendum the Planning Area will continue to refer to the area assessed within the GP EIR and Addendum, while "Project area" will refer to the much smaller subarea of the Planning area affected by the proposed Project.

The GP EIR included a comprehensive analysis of the impacts of City buildout compared to baseline physical conditions and conservatively assumed that developable sites would be fully developed, rather than developing at average intensities. The analysis in the GP EIR and Addendum assumed the Project site would be developed with uses consistent with the Project land use designation and the City's Zoning Ordinance and Community Design Guidelines. Therefore, development of the Project site would comply with the development standards of the zoning district and development of the site would be well within the range of development analyzed within the GP EIR, which is why an Addendum was prepared.

The GP EIR and Addendum focused in the same manner as the MND on the development of the Project site with industrial users. Consistent with previous project approvals on the site, as described in the Background section, the GP EIR and Addendum assumed development of the Project site with approximately 380,000 square feet of industrial buildings. Including the already-constructed FBI building site, the MND assumed the original site would be developed with 17 buildings totaling approximately 575,505 square feet of office, industrial, and commercial uses. The Project development of 310,000 square feet of building does not exceed the maximum development potential previously analyzed in either the GP EIR and Addendum or the MND.

The analyses below rely on the GP EIR and Addendum and the MND analysis with minor supplements or technical updates where appropriate. Most of the project impacts remain identical to the impacts of the GP EIR and Addendum and MND because the proposed project is consistent with the industrial use type envisioned and analyzed for the subject property. No changes are proposed to the land use or zoning designation of the site. Impacts to physical resources (such as agricultural land, biological resources, etc.) are based on the grading and development of an area, not on the proposed use types of the buildings (i.e. restaurant vs. retail) on the property. For other types of impacts which are affected by use type and square footage, the project uses reduce or maintain the same level of potential impacts, as discussed in this Addendum.

ENVIRONMENTAL CHECKLIST FOR ADDENDUM ENVIRONMENTAL REVIEW

The purpose of this checklist is to evaluate the categories in terms of any “changed condition” (i.e. changed circumstances, project changes, or new information of substantial importance) that may result in a changed environmental result. A “no” answer does not necessarily mean there are no potential impacts relative to the environmental category, but that there is no change in the condition or status of the impact since it was analyzed and addressed in prior environmental documents.

EXPLANATION OF CHECKLIST EVALUATION CATEGORIES

Where Impact was Analyzed

This column provides a cross-reference to the pages of the prior environmental documents where information and analysis may be found relative to the environmental issue listed under each topic.

Do Proposed Changes Involve New Significant Impacts?

Pursuant to Section 15162(a)(1) of the CEQA Guidelines, this column indicates whether the changes represented by the current project will result in new significant impacts that have not already been considered and mitigated by the prior environmental review documents and related approvals, or will result in a substantial increase in the severity of a previously identified impact.

Any new Circumstances Involving New Impacts?

Pursuant to Section 15162(a)(2) of the CEQA Guidelines, this column indicates whether there have been changes to the project site or the vicinity (circumstances under which the project is undertaken) which have occurred subsequent to the certification or adoption of prior environmental documents, which would result in the current project having new significant environmental impacts that were not considered in the prior environmental documents or that substantially increase the severity of a previously identified impact.

Any new Information Requiring New Analysis or Verification?

Pursuant to Section 15162(a)(3)(A–D) of the CEQA Guidelines, this column indicates whether new information of substantial importance which was not known and could not have been known with the exercise of reasonable diligence at the time the previous environmental documents were certified or adopted is available requiring an update to the analysis of the previous environmental documents to verify that the environmental conclusions and mitigation measures remain valid. Either “yes” or “no” will be answered to indicate whether there is new information showing that: (A) the project will have one or more significant effects not discussed in the prior environmental documents; (B) that significant effects previously examined will be substantially more severe than

shown in the prior environmental documents; (C) that mitigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative; or (D) that mitigation measures or alternatives which are considerably different from those analyzed in the prior environmental documents would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative. If “no,” then no additional environmental documentation (supplemental or subsequent EIR) is required.

Mitigation Measures Implemented or Addressing Impacts

Pursuant to Section 15162(a)(3) of the CEQA Guidelines, this column indicates whether the prior environmental documents provide mitigation measures to address effects in the related impact category. In some cases, the mitigation measures have already been implemented. A “yes” response will be provided in any instance where mitigation was included, regardless of whether the mitigation has been completed at this time. If “none” is indicated, this environmental analysis concludes a significant impact does not occur with this project, no mitigation was previously included, and no mitigation is needed.

DISCUSSION AND MITIGATION SECTIONS

Discussion

A discussion of the elements of the checklist is provided under each environmental category in order to clarify the answers. The discussion provides information about the particular environmental issue, how the project relates to the issue and the status of any mitigation that may be required or has already been implemented.

Mitigation Measures

Applicable mitigation measures from the prior environmental review that apply to the project are listed under each environmental category.

Conclusions

A discussion of the conclusion relating to the analysis contained in each section.

CHECKLIST

I. Aesthetics

	Where Impact Was Analyzed in Prior Environmental Documents	Do Proposed Changes Involve New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Prior Environmental Documents' Mitigation Measures Implemented or Addressing Impacts.
a. Have a substantial adverse effect on a scenic vista?	Page 7	No	No	No	None
b. Substantially damage scenic resources, including but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?	Same	No	No	No	None
c. In non-urbanized area, substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from a publicly accessible vantage point.) If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?	Same	No	No	No	None
d. Create a new source of substantial light or glare, which would adversely affect day or nighttime views in the area?	Same	No	No	No	None

Discussion: The proposed Project is located on a property already anticipated for development. The project site does not abut and is not visible from any scenic vista or scenic highway. The MND analyzed the impacts of grading of the project site and considered them to be less than significant. The proposed use (i.e., warehouse) is substantially consistent with the build out assumptions and would not increase the severity of already identified significant impacts. The Findings of Fact for the CEQA Implementing Procedures indicate that compliance with the Zoning Ordinance, Subdivision Ordinance, Community Design Guidelines, and applicable Specific Plan Policies and/or Specific Plan Design Guidelines will prevent significant impacts related to construction of buildings in urban settings.

The project has been evaluated for compliance with the City's Community Design Guidelines and the design guidelines established in the North Roseville Area Design Guidelines. As it relates to aesthetics, these standards ensure the high quality design and architectural character of any buildings developed as well as minimum landscaping standards. As it relates to light and glare, the Community Design Guidelines standards require all parking lot light fixtures to have glare shields. The project has been designed and will be conditioned to comply with the applicable Community Design Guidelines and the North Roseville Area Design Guidelines.

Based on the reasons listed in this section, the changes introduced by the Project and/or new circumstances relevant to the project would not, as compared to the MND result in a new significant impact or significant impacts that are substantially more severe than significant impacts previously disclosed. Therefore, pursuant to CEQA Guidelines section 15164, subdivision (a), the City finds that “none of the conditions described in Section 15162 calling for preparation of a subsequent FEIR or negative declaration have occurred” relative to aesthetic resources.

Mitigation Measures: None required for this Project.

II. Agricultural & Forestry Resources

	Where Impact Was Analyzed in Prior Environmental Documents	Do Proposed Changes Involve New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Prior Environmental Documents' Mitigation Measures Implemented or Addressing Impacts.
a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?	Page 8	No	No	No	None
b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?	Same	No	No	No	None
c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?	Same	No	No	No	None
d) Result in the loss of forest land or conversion of forest land to non-forest use?	Same	No	No	No	None
e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?	Same	No	No	No	None
Discussion: The MND concluded there were no resources to be affected by conversion of the site to urban uses. This conclusion remains appropriate for this Project. 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 Project will have no impact on agricultural resources. Therefore, pursuant to CEQA Guidelines section 15164, subdivision (a), the City					

finds that “none of the conditions described in Section 15162 calling for preparation of a subsequent FEIR or negative declaration have occurred” relative to agricultural and forestry resources.

Mitigation Measures: None required for this project.

III. Air Quality

	Where Impact Was Analyzed in Prior Environmental Documents.	Do Proposed Changes Involve New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Prior Environmental Documents' Mitigation Measures Implemented or Addressing Impacts.
a) Conflict with or obstruct implementation of the applicable air quality plan?	Pages 8-11	No	No	No	Mitigation Measure AQ#1 & AQ#2
b) Result in a cumulatively considerable net increase of any criteria for which the project region is non-attainment under an applicable federal or state ambient air quality standard?	Same	No	No	No	Same
c) Expose sensitive receptors to substantial pollutant concentrations?	Same	No	No	No	None
d) Result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?	Same	No	No	No	None

Discussion: The City of Roseville 2035 General Plan Update found it will generate emissions that exceed Placer County Air Pollution Control District (PCAPCD) significance thresholds. Existing laws and regulations, including PCAPCD rules and regulations, combined with existing General Plan and proposed General Plan Update policies, would reduce these impacts. Projects would be subject to PCAPCD Rule 228 to minimize fugitive dust emissions of PM through implementation of dust control measures, such as PCAPCD's standard Dust Control Requirements. PCAPCD Rules 202 and 205 would also reduce exhaust-related emissions from the use of construction equipment. PCAPCD Rules 217 and 218 would reduce VOC emissions associated with paving and architectural coating activities.

While all future development with the potential to generate substantial emissions would be required to reduce those emissions, the effectiveness of these measures would depend on the number and extent of strategies feasible to incorporate as a part of any given project. Since the timing and level of construction activities for future development projects is speculative, and cannot be known, it is not possible to quantify the extent to which the reduction strategies would result in emission reductions. Consequently, even with adherence to PCAPCD rules, proposed General Plan Update Policy AQ1.3, and Specific Plan mitigation measures, it is conservatively assumed that emissions from buildout of the General Plan could

exceed PCAPCD-recommended thresholds. Therefore, implementation of the proposed General Plan Update could generate substantial constructed-related pollutant emissions, conflict with or obstruct implementation of the applicable air quality plan, and result in a cumulatively considerable net increase of criteria air pollutants for which the project region is designated a nonattainment area under an applicable federal or state ambient air quality standard. This project alone does not have a potential to significantly degrade air quality. However, the incremental impacts associated with this project considered cumulatively with the incremental impacts of other projects will degrade air quality. The General Plan Update found that the significant adverse air quality impacts cannot be mitigated to a less than significant level even with the mitigation measures proposed. Addressing the unmitigatable cumulative impacts to air quality, the General Plan Update adopted findings of overriding consideration. However, CEQA requires that reductions in adverse project impacts be made, where it is feasible to do so.

Short term impacts to air quality can be expected in association with construction activities. These impacts are primarily associated with grading activities and the increased potential for dust and wind driven erosion of soils. Particulate matter resulting from construction dust will be reduced by implementing standard dust control measures on the job site as part of an erosion control plan. The grading permit and on-site inspection by the Public Works Department will ensure appropriate dust control measures, such as watering are done to reduce short-term air quality impacts. Vehicle exhaust, produced during project construction, could temporarily contribute to the deterioration of ambient air quality. Diesel fuel fumes from construction equipment may be noticeable in the vicinity of the site; however, this is a short-term effect. All equipment must comply with the mitigation measures and with California emissions standards

The air quality impacts associated with the increase in square footage of the project will not result in new or substantially more severe significant impacts. For example, the construction phase project-level ROG (lbs/day) percent difference between the original project and the proposed project square footage is approximately a 17% difference, based on the project square footage increase. Furthermore, while the square footage is increased compared to the previously-approved MPP, the square footage remains less than the total amount of development assumed within the GP EIR and Addendum and the MND. The Project site is consistent with the existing land use designation and no new impacts not already analyzed in the GP EIR and Addendum will occur. Therefore, based on this the project remains consistent with the development scenarios outlined in the MND and GP EIR and Addendum. Future industrial uses that locate onsite will be required to comply with the PCAPCD requirements and may need to obtain permits prior to occupancy. Industrial users may need to install air quality devices such as exhaust systems. Permitting with the PCAPCD will ensure that operation emissions are regulated. Therefore, with the air quality mitigation measures incorporated into the project the air quality impacts of this project would be less than significant.

There are no sensitive receptors located in the immediate vicinity of the project. The multi-family residential development southeast of the FBI site on Washington Boulevard comprises of the nearest sensitive receptor. Construction and operation of the project will increase emissions on the site, but not substantially; implementation of mitigation measures AQ#1 and AQ#2 will reduce project emissions to less than significant levels. Potential impacts to sensitive receptors would therefore be less than significant.

The project does not include components with the potential to create significant objectionable odors. No impact associated with odor would result from the project.

Mitigation Measures: Applicable mitigation measures from the MND are below; no new measures are warranted for this Project.

Mitigation Measure AQ#1

1a. Prior to approval of Grading or Improvement Plans (whichever occurs first) on project sites greater than five (5) acres, the applicant shall submit a Construction Emission / Dust Control Plan to the Placer County APCD. The applicant shall provide written evidence, provided by APCD, to the local jurisdiction (city or county) that the plan has been submitted to APCD. If APCD does not respond within twenty (20) days the plan shall be considered approved. It is the responsibility of the applicant to deliver the approved plan to the local jurisdiction. The applicant shall not break ground prior to receiving APCD approval, of the Construction Emission / Dust Control Plan, and delivering that approval to the local jurisdiction issuing the permit.

1b. Include the following standard note on the Grading Plan or Improvement Plans: The prime contractor shall submit to the District a comprehensive inventory (i.e. make, model, year, emission rating) of all the heavy-duty off-road equipment (50 horsepower or greater) that will be used in aggregate of 40 or more hours for the construction project. If any new equipment is added after submission of the inventory, the prime contractor shall contact the APCD prior to the new equipment being utilized. At least three business days prior to the use of subject heavy-duty off-road equipment, the project representative shall provide the District with the anticipated construction timeline including start date, name, and phone number of the property owner, project manager, and on-site foreman.

1c. Prior to approval of Grading or Improvement Plans, whichever occurs first, the applicant shall provide a written calculation to the Placer County APCD for approval by the District demonstrating that the heavy-duty (> 50 horsepower) off-road vehicles to be used in the construction project, including owned, leased and subcontractor vehicles, will achieve a project wide fleet-average 20 percent NO_x reduction and 45 percent particulate reduction as required by CARB. Acceptable options for reducing emissions may include use of late model engines, low emission diesel products, alternative fuels, engine retrofit technology, after-treatment products, and/or other options as they become available. The following link shall be used to calculate compliance with this condition and shall be submitted to the Placer County APCD as described above: <http://www.airquality.org/ceqa/> (click on the current “Roadway Construction Emissions Model”).

Mitigation Measure AQ#2: The following APCD rules shall be noted on the Improvement Plans:

- The project shall comply with all applicable Placer County Air Pollution Control District rules and regulation, and shall obtain applicable permits and/or clearances from the District prior to the start of construction.
- The contractor shall use CARB ultra low sulfur diesel fuel for all diesel-powered equipment. In addition, low sulfur fuel shall be utilized for all stationary equipment. (California Standards for Motor Vehicle Diesel Fuel, title 13, article 4.8, chapter 9, California Code of Regulations).
- Processes that discharge 2 pounds per day or more of air contaminants, as defined by Health and Safety Code Section 39013, to the atmosphere may require a permit. Permits are required for both construction and operation. Developers/contractors should contact the District prior to construction and obtain any necessary permits prior to the issuance of a Building Permit. (Rule 501)

- Pursuant to the Placer County Air Pollution Control District Rule 501, General Permit Requirements, the proposed project may need a permit from the District prior to construction. In general, any engine greater than 50 brake horsepower or any boiler with heat greater than 1,000,000 Btu per hour shall require a permit issued by the District. (Rule 501)
- All on-site stationary equipment which is classified as 50 hp or greater shall either obtain a state issued portable equipment permit or a Placer County APCD issued portable equipment permit. (California Portable Equipment Registration Program, Section 2452).
- The contractor shall utilize existing power sources (e.g., power poles) or clean fuel generators rather than temporary diesel power generators if feasible.
- During construction, the contractor shall minimize idling time to a maximum of 5 minutes for all diesel powered equipment.
- During construction, traffic speeds on all unpaved surfaces shall be limited to 15 miles per hour or less. (Rule 228 / section 401.2)

IV. Biological Resources

	Where Impact Was Analyzed in Prior Environmental Documents.	Do Proposed Changes Involve New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Prior Environmental Documents' Mitigation Measures Implemented or Addressing Impacts.
a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?	Pages 11-14	No	No	No	Mitigation Measure BIO#1, BIO#2, & BIO#3
b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies or regulations or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?	Same	No	No	No	Same

c) Have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?	Same	No	No	No	Same
d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?	Same	No	No	No	Same
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	Same	No	No	No	None
f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?	Same	No	No	No	None

Discussion: The biological resources information presented in the GP EIR was based on review of the following sources: previous studies conducted for the West Roseville, Sierra Vista, Creekview, and Amoruso Ranch Specific Plan Areas and associated EIRs; a comment letter received from CDFW in response to the NOP; biological resource databases, including the United States Fish and Wildlife Service (USFWS) Information, Planning, and Conservation System (IPaC), USFWS Critical Habitat Mapper, USFWS National Wetlands Inventory (NWI) Wetlands Mapper, the California Natural Diversity Database (CNDDDB) and Biogeographic Information and Observation System (BIOS), and the California Native Plant Society (CNPS) Inventory of Rare and Endangered Plants; aerial photography interpretation; and the draft Western Placer County Habitat Conservation Plan/Natural Community Conservation Plan (HCP/NCCP).

Impacts related to the loss and degradation of special-status plants and their habitats were found to be potentially significant (GP EIR page 4.8-60) as were impacts to special-status wildlife and their habitats (GP EIR page 4.8-64), impacts to riparian habitat or other sensitive natural communities (GP EIR page 4.8-70), impacts to protected wetlands and other waters (GP EIR page 4.8-73), and impacts to wildlife movement corridors and nursery sites (GP EIR page 4.8-76) because buildout of the General Plan could result in direct removal or take of special-status species; modification or removal of sensitive habitats, wildlife corridors, nursery sites, protected waters, and habitats suitable for special-status species; indirect effects to species or habitats that may result from construction-related runoff, sedimentation, erosion, and introduction of invasive weeds; and the introduction of new sources of noise and light. Implementation of mitigation, combined with General Plan policies and existing laws and regulations, were found to reduce impacts to less than significant levels, because new development would be required to identify, avoid, and preserve sensitive habitats, wildlife corridors, nursery sites, protected waters, and habitats which may support special-status populations to the extent feasible, and compensate for the loss of these resources through preservation, compensation, or other appropriate measures in

coordination with state and federal agencies. Furthermore, the City's Specific Planning process has already resulted in the creation of connected open space corridors throughout the Planning Area which contain much of the sensitive habitat in the Planning Area.

Impacts related to conflicts with local ordinances protecting biological resources were found to be less than significant (GP EIR page 4.8-79) because while buildout of the Planning Area would result in impacts to biological resources, all development would be subject to and consistent with the city's ordinances and policies such as the Tree Preservation Ordinance. Therefore, impacts related to conflict with local ordinances were found to be less than significant.

Impacts related to conflict with the provisions of an adopted Habitat Conservation Plan, Natural Conservation Community Plan, or other approved Conservation Plan were found to be less than significant because there are no adopted plans which apply to the Planning Area.

All of the analyses described above are based on the potential impacts of grading and general development within the Planning Area, and the HE Addendum noted that the Housing Element neither changed the boundaries of the Planning Area nor the locations of potential grading and development within the Planning Area. Therefore, the GP EIR and Addendum analyses of biological resources adequately and appropriately describe the potential impacts of the Project. The Project area is within a developed and urbanized location of the Planning Area, where significant impacts to biological resources would not be expected to occur. Further, as described in the environmental setting, the site has been previously disturbed and graded pursuant to previously approved development entitlements, and federal permits for loss of wetlands were effectuated. No sensitive biological resources remain on the site.

The previously evaluated project in the MND included a request for a Section 404 Individual Permit from the US Army Corps of Engineers and a Section 401 of the Clean Water Act permit certified by the Central Valley Regional Water Quality Control Board to allow the fill of various wetlands and waters on the site. The wetland features onsite consisted of several scattered ephemeral wet features and an unnamed tributary to Pleasant Grove Creek, flowing from south to north through the far western portion of the site. The wetlands delineation identified a total of 1.95 acres of potentially jurisdictional waters including 1.695 acres of wetlands and 0.258 acres of other waters. The wetlands consist of 0.554 acres of vernal pools, 0.859 acres of seasonal wetlands, 0.143 acres of seasonal wetland swale, and 0.139 acres of seasonal marsh. Other waters include 0.248 acres of intermittent drainage and 0.010 acres of a drainage ditch. The MND required mitigation measure BIO#1 to ensure appropriate permits were obtained from the US Army Corps and a Clean Water Act Section 401 permit. Compliance with the mitigation measure would ensure the proposed discharge complies with all State water quality requirements. Further, the MND required mitigation measure BIO#2 to ensure the project complied with the City's best management practices for water quality control and Storm Water Pollution Prevention Plan (SWPP). Both of these mitigation measures were satisfied prior to the start of any grading activities for the site. At this time, the entire sites have been mass graded. All required permits for site development related to biological resources have been obtained and effectuated.

The previous MND surveyed the project site for the presence of eight special-status plant species (i.e., these include Sanford's arrowhead, big-scale balsamroot, Boggs Lake hedge-hyssop, Ahart's dwarf rush, Greene's legenera, dwarf downingia, slender Orcutt grass). The survey results found that no occurrences of the aforementioned species were found on the property. Furthermore, the applicant retained a biologist with Adema Environmental who produced a Biological analysis (Attachment 3), which found no new or significantly increased impacts to biological resources on the site which would occur with the construction of the Project. Therefore, revised or new mitigation is not required; the adopted MND mitigation listed below remains applicable to the Project.

The previous MND found the site contained potential habitat for several special-status invertebrates, amphibians, and bird species listed by the California Department of Fish and Game. Although none of the special status wildlife species were observed onsite, the loss of vegetation could destroy unobserved nesting habitat for birds. Mitigation Measure BIO#3 requested that pre-construction surveys be completed to confirm the absence of special status wildlife. As previously mentioned, the project site has been previously mass graded and disturbance of the site has occurred. The Project will not result in any new or modified impacts to biological resources. Therefore, pursuant to CEQA Guidelines section 15164, subdivision (a), the City finds that "none of the conditions described in Section 15162 calling for preparation of a subsequent FEIR have occurred."

Mitigation Measures: Applicable mitigation measures from the MND are below; no new measures are warranted for this Project.

MITIGATION MEASURE BIO#2: Prior to grading and excavation activities on-site, the developer shall obtain a grading permit to ensure that the project is in compliance with City's best management practices for water quality control and the Storm Water Pollution Prevention Plan (SWPPP).

MITIGATION MEASURE BIO#3: A qualified biologist shall perform pre-construction surveys for nesting birds and raptors at least 30 days in advance of construction if construction is planned during January to July. If the survey does not identify any special-status birds or raptors species, no further mitigation is required. If nesting is found to be occurring, avoid disturbance of the nest site with a suitable buffer zone. The on-site biologist shall consult with the California Department of Fish & Game to determine the size of the no-

disturbance buffer (typically between 150 to 200 feet). Additionally, if Swainson's hawk are found to be using the site in any capacity, off-site mitigation would be required at a ratio deemed suitable by the CDFG.

V. Cultural Resources

	Where Impact Was Analyzed in Prior Environmental Documents.	Do Proposed Changes Involve New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Prior Environmental Documents' Mitigation Measures Implemented or Addressing Impacts.
a) Cause a substantial adverse change in the significance of an historic resource pursuant to in Section 15064.5?	Page 14	No	No	No	None
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to Section 15064.5?	Same	No	No	No	None
c) Disturb any human remains, including those interred outside of dedicated cemeteries?	Same	No	No	No	None
Discussion: The MND required a cultural resources survey report be prepared for the project. A cultural resources survey report prepared by ECORP, dated August 2009 was completed with the MND. The report concluded that no cultural resources are known to exist on the project site. Standard mitigation measures in the General Plan EIR will be applied to reduce impacts to cultural resources, should any be found on-site. The mitigation measure requires that in the event of a discovery of buried archeological or historic deposits, project activity in the vicinity to be halted until a qualified archeologist can assess the resources and provide management. This mitigation need not be applied herein, as it is already applicable and required of the Project pursuant to the General Plan EIR. The Project will not result in any new impacts beyond those already discussed and disclosed in the WRSP EIR and MND; therefore, pursuant to CEQA Guidelines section 15164, subdivision (a), the City finds that “none of the conditions described in Section 15162 calling for preparation of a subsequent FEIR or negative declaration have occurred.” Mitigation Measures: None required for this Project.					

VI. Energy – Energy is a new issue area.

	Where Impact Was Analyzed in Prior Environmental Documents.	Do Proposed Changes Involve New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Prior Environmental Documents' Mitigation Measures Implemented or Addressing Impacts.
a) Result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?	Not applicable	No	No	No	None
b) Conflict with or obstruct a state or local plan for renewable energy or energy inefficiency?	Same	No	No	No	Same
Discussion: The MND did not previously analyzed the energy effects of the project. However, based on the existing Industrial land use designation the project was therefore assumed for development with industrial uses in the citywide environmental analyses, such as in the Amoruso Ranch Specific Plan, which updated the City's General Plan. The project is therefore consistent with the current citywide assessment of energy demand, and it is determined it would not result in substantial unplanned demands, nor would it result in inefficient, wasteful, or unnecessary consumption of energy; therefore, impacts were found to be less than significant. Pursuant to CEQA Guidelines section 15164, subdivision (a), the City finds that "none of the conditions described in Section 15162 calling for preparation of a subsequent FEIR or negative declaration have occurred." Mitigation Measures: None required for this Project.					

VII. Geology and Soils

	Where Impact Was Analyzed in Prior Environmental Documents.	Do Proposed Changes Involve New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Prior Environmental Documents' Mitigation Measures Implemented or Addressing Impacts.
a) Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving:	Pages 14-16	No	No	No	None
i) Ruptures of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? (Refer to Division of Mines and Geology Special Publication 42.)	Same	No	No	No	None
ii) Strong seismic ground shaking?	Same	No	No	No	None
iii) Seismic-related ground failure, including liquefaction?	Same	No	No	No	None
iv) Landslides?	Same	No	No	No	None
b) Result in substantial soil erosion or the loss of topsoil?	Same	No	No	No	None
c) Be located in a geological unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?	Same	No	No	No	None
d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?	Same	No	No	No	None

e) Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?	Same	No	No	No	None
f) Directly or indirectly destroy a unique paleontological resource or site or unique geological feature?	Same	No	No	No	None
Discussion: The MND indicated that compliance with existing regulations and permit requirements would be sufficient to avoid impacts related to these issues. This conclusion remains appropriate for this Project. Therefore, pursuant to CEQA Guidelines section 15164, subdivision (a), the City finds that “none of the conditions described in Section 15162 calling for preparation of a subsequent FEIR or negative declaration have occurred.” Mitigation Measures: None required for this Project.					

VIII. Greenhouse Gases

	Where Impact Was Analyzed in Prior Environmental Documents.	Do Proposed Changes Involve New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Prior Environmental Documents' Mitigation Measures Implemented or Addressing Impacts.
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	Pages 24-26	No	No	No	None
b) Conflict with an applicable plan, policy, or regulation adopted for the purpose of reducing the emissions of greenhouse gases?	Same	No	No	No	None
Discussion: The MND did not address climate change or greenhouse gas emissions because the MND determined there were no thresholds of significance against which to measure the impacts of the project and as a result the project was evaluated qualitatively relative to its incremental contribution to the overall issue of global warming. While the MND did not evaluate impacts related to greenhouse gas (GHG) emissions, the potential environmental impact of GHG emissions was known or could have been known with reasonable diligence at the time of the adoption of the MND, but no one raised the issue to the City. According to case law, a supplemental or subsequent EIR therefore may not be required here simply because the City is considering changes to a project that was approved based on an MND before CEQA expressly required GHG analysis.					

(See *Citizens Against Airport Pollution v. City of San Jose* (2014) 227 Cal.App.4th 788, 806-808 [upholds addendum for changes to an approved airport master plan even though the underlying 1997 EIR and 2003 Supplemental EIR did not address GHG impacts]; see also *Citizens for Responsible Equitable Environmental Development (CREED) v. City of San Diego* (2011) 196 Cal.App.4th 515, 530-532; and *Concerned Dublin Citizens v. City of Dublin* (2013) 214 Cal.App.4th 1301, 1318-1320.). It is acknowledged that the project would include sources of greenhouse gas emissions; however, the project also includes mitigating features that are beneficial in terms of minimizing greenhouse gas emissions. Based on these reasons, this Project would not make a significantly greater contribution to GHG emissions than what was previously evaluated. Thus, based on a body of case law, the MND's lack of GHG analysis does by itself not preclude adoption of an addendum for the proposed project and pursuant to CEQA Guidelines section 15164, subdivision (a), the City finds that "none of the conditions described in Section 15162 calling for preparation of a subsequent FEIR have occurred" relative to GHGs.

Mitigation Measures: None required for this Project.

IX. Hazards and Hazardous Materials

	Where Impact Was Analyzed in Prior Environmental Documents.	Do Proposed Changes Involve New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Prior Environmental Documents' Mitigation Measures Implemented or Addressing Impacts.
a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	Pages 16-17	No	No	No	None
b) Create a significant hazard to the public or the environment though reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?	Same	No	No	No	
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?	Same	No	No	No	

d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?	Same	No	No	No	
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard or excessive noise for people residing or working in the project area?	Same	No	No	No	
f) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	Same	No	No	No	
g) Expose people or structures either directly or indirectly to a significant risk of loss, injury or death involving wildland fires?	Same	No	No	No	

Discussion: The MND found that the previously evaluated project has a Light Industrial zoning and the potential for future users to have hazardous materials on-site could occur. However, it is unknown at this time if any hazardous materials will be used or stored on-site. The California Health and Safety Code and local City Ordinances regulate the handling, storage, and transportation of hazardous and toxic materials. The California Health and Safety Codes require a Risk Management and Prevention Program (RMPP) for those uses that handle specified quantities of toxic and/or hazardous materials. Also, businesses that handle toxic or hazardous materials are required to complete a Hazardous Materials Management Program (HMMP). Furthermore, all business owners must file a site-specific business plan with the City Fire Department before a new building is occupied. All plans would need to specify what materials would be used or stored on-site and what to do in the event of an accident and which transportation routes would be used. With the implementation of the HMMP and business plan requirements, the use of storage of hazardous materials on-site would be reduced to less than significant levels with the appropriate aforementioned implementation HMMP and business plan requirements.

The MND found that during construction activities there is the possibility that potentially hazardous materials might be stored or used at the project site. The developer (during construction) is required to comply with all California Health and Safety Codes and local City Ordinances regulating the handling, storage and transportation of hazardous and toxic materials. The California Health and Safety Codes require a Risk Management and Prevention Program (RMPP) for those uses that handle specified quantities of toxic and/or hazardous materials.

The project site is not located within an airport land use plan area, no airports are located within two miles of the project site, and the project site is not located within the vicinity of a private airstrip. The project site is within an area of the City currently receiving emergency services and the project would not increase the demand for emergency services beyond that identified in the General Plan EIR.

The proposed project use does not significantly change the project's potential impacts related to hazardous materials, and it will also be subject to the City's existing regulations and permits that would prevent significant impacts. Therefore, pursuant to CEQA Guidelines section 15164, subdivision (a), the City finds that "none of the conditions described in Section 15162 calling for preparation of a subsequent FEIR or negative declaration have occurred."

Mitigation Measures: None required for this Project.

X. Hydrology and Water Quality

	Where Impact Was Analyzed in Prior Environmental Documents.	Do Proposed Changes Involve New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Prior Environmental Documents' Mitigation Measures Implemented or Addressing Impacts.
a) Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality?	Pages 17-19	No	No	No	None
b) Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?	Same	No	No	No	None
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would:	Same	No	No	No	None

i) result in substantial erosion or siltation on or off-site;	Same	No	No	No	None
ii) substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site;	Same	No	No	No	None
iii) create or contribute runoff water which would exceed the capacity of existing or planned stormwater systems or provide substantial additional sources of polluted runoff; or	Same	No	No	No	None
iv) impede or redirect flood flows?	Same	No	No	No	None
d) Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?	Same	No	No	No	None
e) Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?	Same	No	No	No	None
f) In flood hazard, tsunami, or seiches zones, risk release of pollutants due to project inundation?	Same	No	No	No	None

Discussion: The MND indicated that development of the site would not result in any significant water-related impacts and that existing regulations and permits would ensure that water quality and stormwater impacts would be less than significant. The proposed project has been evaluated by the City to ensure the design continues to meet current adopted stormwater quality design standards. Therefore, pursuant to CEQA Guidelines section 15164, subdivision (a), the City finds that “none of the conditions described in Section 15162 calling for preparation of a subsequent FEIR or negative declaration have occurred” as it relates to hydrology and water quality impacts

Mitigation Measures: None required for this Project.

XI. Land Use and Planning

	Where Impact Was Analyzed in Prior Environmental Documents.	Do Proposed Changes Involve New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Prior Environmental Documents' Mitigation Measures Implemented or Addressing Impacts.
a) Physically divide an established community?	Page 19	No	No	No	None
b) Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation of an agency adopted for the purpose of avoiding or mitigating an environmental effect?	Same	No	No	No	None
Discussion: The MND concluded that the previously evaluated project would not physically divide an established community as it is located in an area that has been planned for development, including adequate roads and pedestrian paths to provide connections within the community. The MND found that the previously evaluated project was consistent with the policies of the Zoning Ordinance and General Plan, which are adopted for the purpose of avoiding environmental effects. These conclusions remain applicable to the proposed project. The proposed industrial buildings are consistent with the zoning and land use designations of the site. City staff has determined that the project is consistent with the standards and guidelines outlined in the City's Zoning Ordinance, Community Design Guidelines, and the North Roseville Area Design Guidelines, including setbacks, landscaping, lighting, and building architecture to fit in with the surrounding community. The project will not divide an existing community and no conflicts with policies adopted for the purpose of avoiding or mitigating an environmental effect have been identified. The Project is substantially consistent with the build out assumptions and would not increase the severity of already identified significant impacts; therefore, there would be no new significant impacts not previously identified in the MND relative to land use. Thus, pursuant to CEQA Guidelines section 15164, subdivision (a), the City finds that "none of the conditions described in Section 15162 calling for preparation of a subsequent FEIR or negative declaration have occurred" relative to land use and planning Mitigation Measures: None required for this Project.					

XII. Mineral Resources

	Where Impact Was Analyzed in Prior Environmental Documents.	Do Proposed Changes Involve New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Prior Environmental Documents' Mitigation Measures Implemented or Addressing Impacts.
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?	Pages 19-20	No	No	No	None
b) Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?	Same	No	No	No	None
Discussion: The MND indicated that the project site was not known to include any mineral resources that would be of local, regional, or statewide importance. This conclusion remains appropriate for this Project. Therefore, pursuant to CEQA Guidelines section 15164, subdivision (a), the City finds that “none of the conditions described in Section 15162 calling for preparation of a subsequent FEIR or negative declaration have occurred.” Mitigation Measures: None required for this Project.					

XIII. Noise

	Where Impact Was Analyzed in Prior Environmental Documents.	Do Proposed Changes Involve New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Prior Environmental Documents' Mitigation Measures Implemented or Addressing Impacts.
a) Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	Page 20	No	No	No	None
b) Generation of excessive ground borne vibration of ground borne noise levels?	Same	No	No	No	None
c) For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?	Same	No	No	No	None

Discussion: The MND addressed construction noise, and found that surrounding uses may experience short-term increases in noise levels. However, these increases would only occur for a short period of time. When conducted during daytime hours, construction activities are exempt from Noise Ordinance standards, but the standards do apply to construction occurring during nighttime hours. While the noise generated may be a minor nuisance, the City Noise Regulation standards are designed to ensure that impacts are not unduly intrusive. Based on this, the MND found that impacts would be less than significant. This conclusion remains appropriate and applicable to the Project.

The MND found the buildout in the area would result in an increase in the ambient (background) noise level in the project area. In particular, point source noise from vehicular traffic is anticipated to raise the ambient noise level in the area. However, the MND found that the anticipated level of traffic is within the limits anticipated by the General Plan EIR and CIP EIR for build out of the project site. The future users on-site will be required to maintain noise levels in accordance with the City's Noise Ordinance. Based on this, the MND found that impacts would be less than significant. This conclusion remains appropriate and applicable to the Project.

Mitigation Measures: None required for this Project.

XIV. Population and Housing

	Where Impact Was Analyzed in Prior Environmental Documents.	Do Proposed Changes Involve New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Prior Environmental Documents Mitigation Measures Implemented or Addressing Impacts.
a) Induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?	Page 21	No	No	No	None
b) Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?	Same	No	No	No	None

Discussion: The MND concluded that the site development was not housing-related, was consistent with the land use designation and thus would not induce unplanned growth, and would not displace housing. This conclusion remains appropriate for this Project. Therefore, pursuant

to CEQA Guidelines section 15164, subdivision (a), the City finds that “none of the conditions described in Section 15162 calling for preparation of a subsequent FEIR or negative declaration have occurred.”

Mitigation Measures: None required for this Project.

XV. Public Services

	Where Impact Was Analyzed in Prior Environmental Documents.	Do Proposed Changes Involve New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Prior Environmental Documents Mitigation Measures Implemented or Addressing Impacts.
Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any the public services:					
a) Fire protection?	Page 21	No	No	No	None
b) Police protection?	Same	No	No	No	None
c) Schools?	Same	No	No	No	None
d) Parks?	Same	No	No	No	None
e) Other public facilities?	Same	No	No	No	None
Discussion: The MND indicates that the City’s General Plan examined Citywide service needs based on land use designations, so any project consistent with existing land use designations would not negatively impact services. The proposed project remains consistent with the land use designation of the site, and therefore this conclusion remains appropriate for this Project. Therefore, pursuant to CEQA Guidelines section 15164, subdivision (a), the City finds that “none of the conditions described in Section 15162 calling for preparation of a subsequent FEIR or negative declaration have occurred.”					

Mitigation Measures: None required for this Project.

XVI. Recreation

	Where Impact Was Analyzed in Prior Environmental Documents.	Do Proposed Changes Involve New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Prior Environmental Documents Mitigation Measures Implemented or Addressing Impacts.
a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that physical deterioration of the facility would occur or be accelerated?	Page 22	No	No	No	None
b) Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?	Same	No	No	No	None
Discussion: The MND indicates that the City's General Plan examined the level of park services that would need to be provided in order to serve planned growth in the community. This was based on land use designations, so any project consistent with existing land use designations would not cause any unforeseen or new impacts related to the use of existing or proposed parks and recreational facilities, or related to the construction or expansion of recreational facilities. The proposed project remains consistent with the land use designation of the site, and therefore this conclusion remains appropriate for this Project. Therefore, pursuant to CEQA Guidelines section 15164, subdivision (a), the City finds that "none of the conditions described in Section 15162 calling for preparation of a subsequent FEIR or negative declaration have occurred." Mitigation Measures: None required for this Project.					

XVII. Transportation

	Where Impact Was Analyzed in Prior Environmental Documents.	Do Proposed Changes Involve New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Prior Environmental Documents Mitigation Measures Implemented or Addressing Impacts.
a) Conflict with a program, plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle, and pedestrian facilities?	Page 22-23	No	No	No	None
b) Conflict or be inconsistent with CEQA Guidelines Section 15064.3, subdivision (b)?	Same	No	No	No	None
c) Substantially increase hazards due to a geometric design feature(s) (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	Same	No	No	No	None
d) Result in inadequate emergency access?	Same	No	No	No	None

Discussion: The MND determined the previously evaluated project would result in less than significant impact on traffic and transportation. The project site was anticipated for development and transportation/traffic impacts were analyzed in General Plan EIR and 2020 CIP EIR. The 2020 CIP EIR was prepared for the Transportation System Capital Improvements Program Update that reflected changing conditions and ensured an adequate transportation system was in place.

A long-term traffic analysis has been prepared for the project by DKS Associates (dated July 27, 2007) and analyzed the project's potential level of service impacts at the City's existing intersections. The results of the study did not identify any significant impacts to the City's CIP intersections. The traffic analysis was reviewed by the City's Public Works Department, Engineering Division, and found to be adequate to support the findings.

Further, a short-term traffic analysis was prepared for the project by Fehr & Peers Transportation Associates (dated August 5, 2008). The short-term analysis looked at transportation impacts as a result of the trip generation created by the project and evaluated turning movements and site and circulation improvements. The analysis also evaluated the improvements to the City's existing roadways and circulation system that are proposed as part of the project as well as the City proposed improvements adjacent to the project site. The analysis was reviewed by the City's Public Works Department, Engineering Division, taking into account the City of Roseville level of service policies and improvement standards. The analysis determined, and the Engineering Division concurred, that the existing traffic levels of service do not meet City level of service standards and, the proposed project plus development of the adjacent Parcel 49 project, would exasperate traffic conditions. However, with the proposed improvements, the project would restore traffic operations to better than "no project" levels. The project drive aisle depths and internal circulation were also found to be adequate for the project and do not present a known traffic hazard.

The MND also analyzed the left-hand turn lane at the intersection of the HWY 65 fly-over and the jughandle and found that it presented a vehicular safety issue. The previously approved roadway improvements proposed with the project would improve vehicular safety and circulation in the area would improve with the project and emergency access will not be negatively impacted. However, a Focused Access Evaluation of the project was prepared by Fehr & Peers Transportation Associates (dated July 27, 2022) (Attachment 2) found that the second driveway along Industrial Avenue would permit all turning movements. The same study also found that the driveway closest to the HWY 64 fly-over would only permit inbound and outbound movements to right-turns only.

Given the foregoing changes introduced by the Project, these changes would not as compared to the MND result in a new significant impact or significant impacts that are substantially more severe than significant impacts previously disclosed. Therefore, pursuant to CEQA Guidelines section 15164, subdivision (a), the City finds that "none of the conditions described in Section 15162 calling for preparation of a subsequent FEIR or negative declaration have occurred" as it relates to transportation impacts.

Mitigation Measures: None required for this Project.

XVIII. Tribal Cultural Resources

	Where Impact Was Analyzed in Prior Environmental Documents.	Do Proposed Changes Involve New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Prior Environmental Documents Mitigation Measures Implemented or Addressing Impacts.
Would the project cause a substantial adverse change in the significance of a Tribal Cultural Resource as defined in Public Resources Code Section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:					
a) Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k)?		No	No	No	
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.		No	No	No	

Discussion: In addition to archeological resources, tribal cultural resources are also given particular treatment. Tribal cultural resources are defined in Public Resources Code Section 21074, as either 1) a site, feature, place, geographically-defined cultural landscape, sacred place, or object with cultural value to a California Native American Tribe, that is listed or eligible for listing on the California Register or Historical Resources, or on a local register of historical resources or as 2) a resource determined by the lead agency, supported by substantial evidence, to be significant according to the historical register criteria in Public Resources Code section 5024.1(c), and considering the significance of the resource to a California Native American Tribe. The MND had a cultural resources survey report completed by ECORP, dated August 2009. The report concluded that no cultural resources are known to exist on the project site. While it is anticipated that there will be no impacts to cultural resources, the project will be conditioned to adhere to the General Plan EIR mitigation measures that require, in the event of a discovery of buried archeological or historic deposits, project activity in the vicinity to be halted until a qualified archeologist can assess the resources and provide management. Consistent with the MND, impacts to potential cultural resources are therefore considered to be less than significant and pursuant to CEQA Guidelines section 15164, subdivision (a), the City finds that “none of the conditions described in Section 15162 calling for preparation of a subsequent FEIR or negative declaration have occurred.”

Mitigation Measures: None required for this Project.

XIX. Utilities and Service Systems

	Where Impact Was Analyzed in Prior Environmental Documents.	Do Proposed Changes Involve New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Prior Environmental Documents Mitigation Measures Implemented or Addressing Impacts.
a) Require or result in the relocation or construction of new or expanded water, wastewater treatment or storm water drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?	Page 24	No	No	No	None
b) Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry, and multiple dry years?	Same	No	No	No	None
c) Result in a determination by the wastewater treatment provider which serves the project that it has adequate capacity to serve the project's projected demand in addition of the provider's existing commitments?	Same	No	No	No	None
d) Generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?	Same	No	No	No	None
e) Comply with federal, state, and local management and reduction statutes and regulations related to solid waste?	Same	No	No	No	None

Discussion: The MND found that the previous project would have a less than significant impact on utilities and services. The proposed project has been analyzed by City and external service and utility providers, and has been found to be consistent with standards, and utilities and service demands are within the scope of the previously analyzed project. Furthermore, Citywide planning of water supply and sewer infrastructure is based on land use, and the Project is consistent with the existing land use designation. Therefore, pursuant to CEQA Guidelines section 15164, subdivision (a), the City finds that “none of the conditions described in Section 15162 calling for preparation of a subsequent FEIR or negative declaration have occurred.”

Mitigation Measures: None required for this Project.

XX. Wildfire – Wildfire is a new issue area.

	Where Impact Was Analyzed in Prior Environmental Documents.	Do Proposed Changes Involve New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Prior Environmental Documents Mitigation Measures Implemented or Addressing Impacts.
If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project:					
a) Substantially impair an adopted emergency response plan or emergency evacuation plan?	Not applicable	No	No	No	None
b) Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?	Same	No	No	No	Same
c) Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?	Same	No	No	No	Same

d) Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?	Same	No	No	No	Same
Discussion: The MND did not previously analyzed the wildfire effects of the project. However, the checklist questions a—d above do not apply, because the project site is not within a Very High Fire Hazard Severity Zone and is not in a CAL FIRE responsibility area. The project receives fire protection from the Roseville Fire Department. Therefore, pursuant to CEQA Guidelines section 15164, subdivision (a), the City finds that “none of the conditions described in Section 15162 calling for preparation of a subsequent FEIR or negative declaration have occurred.” Mitigation Measures: None required for this Project.					

XXI. Mandatory Findings of Significance

	Where Impact Was Analyzed in Prior Environmental Documents.	Do Proposed Changes Involve New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Prior Environmental Documents Mitigation Measures Implemented or Addressing Impacts.
a) Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of an endangered, threatened or rare species, or eliminate important examples of the major periods of California history or prehistory?	Pages 26-27	No	No	No	None

b) Does the project have impacts which are individually limited, but cumulatively considerable? (“Cumulatively considerable” means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects.)	Same	No	No	No	None
c) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?	Same	No	No	No	None
Discussion: The MND concluded that long term environmental goals are not impacted by the proposed project and the cumulative impacts do not deviate beyond what was contemplated by the 2020 General Plan EIR. With implementation of the proposed mitigation measures the project does not have the potential to degrade the quality of the environment, substantially reduce the habitat of any wildlife species nor create adverse effects on human beings. Based on the foregoing, the proposed project does not have the potential to degrade the quality of the environment, substantially reduce the habitat of any wildlife species, or create adverse effects on human beings. Therefore, pursuant to CEQA Guidelines section 15164, subdivision (a), the City finds that “none of the conditions described in Section 15162 calling for preparation of a subsequent FEIR or negative declaration have occurred.”					

ENVIRONMENTAL DETERMINATION:

In reviewing the site specific information provided for this project and acting as Lead Agency, the City of Roseville, Development Services Department, Planning Division has analyzed the potential environmental impacts created by this project and determined that the findings of CEQA Section 15162 concerning the decision not to prepare a subsequent EIR or negative declaration and the findings of CEQA Section 15164 concerning the decision to prepare an Addendum can be made. As supported by substantial evidence within the Addendum to the Blue Oaks Commerce Center Mitigated Negative Declaration (Adopted May 27, 2010), the Lead Agency makes the following findings:

[X] No substantial changes are proposed in the project which would require major revisions of the previous EIR or Mitigated Negative Declaration.

[X] No substantial changes have occurred with respect to the circumstances under which the project is undertaken.

[X] There is no new information of substantial importance which was not known and could not have been known with the exercise of due diligence at the time the previous EIR was certified as complete or the Mitigated Negative Declaration was adopted.

[X] Only minor technical changes or additions are necessary in order to deem the adopted environmental document adequate.

Addendum Prepared by:

Escarlet Mar, Associate Planner
City of Roseville, Development Services–Planning Division

Attachments:

1. NIPA Blue Oaks Commerce Center Initial Study and Mitigated Negative Declaration
2. Fehr and Peers Focused Access Evaluation for Blue Oaks Commerce Center
3. Adema Environmental Biological Resources Letter Report

NOTICE OF MITIGATED NEGATIVE DECLARATION

Project Title/File Number: Blue Oaks Commerce Center/2007PL-039

Project Location: 8950 Industrial Ave, Roseville, Placer County

Project Description: The applicant requests approval of the following: 1) a Major Project Permit - Stage I for development of 49.4 acres with 17 buildings totaling 575,505 square feet, providing a mix of office, industrial and commercial uses, and grading, parking, landscaping and lighting improvements. The project also includes the removal of the Blue Oaks Bl to Industrial Ave jughandle and the installation of two new roadways that would connect Blue Oaks Bl to Industrial Ave and Washington Bl; and 2) a Tentative Map to subdivide 49.4 acres into eight parcels.

Project Applicant: VLMK Consulting Engineers, 3933 SW Kelly Ave, Portland, OR

Property Owner: Harsch Investment Properties, LLC, 1121 SW Salmon St, Portland, OR

Lead Agency Contact Person: Gina LaTorra, Associate Planner Phone (916) 774-5276

DECLARATION: *The Planning Director has determined that the above project will have no significant effect on the environment and is therefore exempt from the requirement of an Environmental Impact Report. The determination is based on 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, reduce the number or restrict the range of a rare or endangered plant or animal community, 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 will have a negative or adverse 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.*

Written comments shall be submitted no later than 30 days from the start of the posting date. Appeal of this determination must be made during the posting period.

Submit comments to:

Roseville Planning & Redevelopment Department
Attn: Gina LaTorra
311 Vernon Street
Roseville, CA 95678

Posting period: 4/28/10 to 5/27/10

Initial Study Prepared by:


Gina LaTorra, Associate Planner

The public hearing regarding the project will be held on May 27, 2010 at 7:00 p.m. before the Planning Commission. The hearing will be held in the City of Roseville Council Chambers located at 311 Vernon Street, Roseville, California.

NOTE TO PLACER COUNTY CLERK: Please mail the original of this document back to the Roseville City Clerk at 311 Vernon Street, Suite 208, Roseville, CA 95678.

INITIAL STUDY & ENVIRONMENTAL CHECKLIST

Project Title/File Number: Blue Oaks Commerce Center/2007PL-039

Project Location: 8950 Industrial Ave, Roseville, Placer County

Project Description: The applicant requests approval of the following: 1) a Major Project Permit - Stage I for development of 49.4 acres with 17 buildings totaling 575,505 square feet, providing a mix of office, industrial and commercial uses, and grading, parking, landscaping and lighting improvements. The project also includes the removal of the Blue Oaks Bl to Industrial Ave jughandle and the installation of two new roadways that would connect Blue Oaks Bl to Industrial Ave and Washington Bl; and 2) a Tentative Map to subdivide 49.4 acres into eight parcels.

Project Applicant: VLMK Consulting Engineers, 3933 SW Kelly Ave, Portland, OR

Property Owner: Harsch Investment Properties, LLC, 1121 SW Salmon St, Portland, OR

Lead Agency Contact Person: Gina LaTorra, Associate Planner Phone (916) 774-5276

This initial study has been prepared to identify and assess the anticipated environmental impacts of the above described project application. The document relies on previous environmental documents (see Attachments) and site-specific studies prepared to address in detail the effects or impacts associated with the project.

This document has been prepared to satisfy the California Environmental Quality Act (CEQA), (Public Resources Code, Section 21000 et seq.) and the State CEQA Guidelines (14 CCR 15000 et seq.). CEQA requires that all state and local government agencies consider the environmental consequences of projects over which they have discretionary authority before acting on those projects.

The initial study is a public document used by the decision-making lead agency to determine whether a project may have a significant effect on the environment. If the lead agency finds substantial evidence that any aspect of the project, either individually or cumulatively, may have a significant effect on the environment, regardless of whether the overall effect of the project is adverse or beneficial, the lead agency is required to prepare an EIR, use a previously prepared EIR and supplement that EIR, or prepare a subsequent EIR to analyze the project at hand. 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 the impact will be reduced to a less than significant effect, a mitigated negative declaration shall be prepared.

In reviewing the site specific information provided for this project, the City of Roseville Planning Department has analyzed the potential environmental impacts created by this project and determined that with mitigation the impacts are considered to be 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 additional EIR is **not** required. Therefore, **on the basis of the following initial evaluation**, we find that the proposed project **could not** have a significant effect on the environment, and a **Mitigated Negative Declaration** will be prepared.

Prepared by:

Gina LaTorra

Gina LaTorra, Associate Planner

Date:

4.27.10

PROJECT DESCRIPTION

The project includes several entitlements that would allow for future development of an undeveloped 49.4 acre site. The applicant requests approval of the following: 1) a Major Project Permit - Stage I for development of the 49.4 acres with 17 buildings totaling 575,505 square feet, providing a mix of office, industrial and commercial uses, and grading, roadway, parking, landscaping and lighting improvements; and 2) a Tentative Map to subdivide 49.4 acres into eight parcels. The project would include the grading and fill of 1.695 acres of seasonal wetlands regulated by the U.S. Army Corps of Engineers. The project also includes the removal of the Blue Oaks Boulevard to Industrial Avenue jughandle and the construction of two new public roadways to connect Blue Oaks Boulevard to Industrial Avenue and Washington Boulevard. Future construction on the site would require additional permits including, but not limited to; a Major Project Permit – Stage II and Stage III, 404 Permit, permits from Caltrans, and Building Permits.

ENVIRONMENTAL SETTING

The 49.4 acre project site is located at 8950 Industrial Avenue within the North Industrial planning area. The project site extends from Industrial Avenue along the west perimeter to Washington Boulevard along the east perimeter, and is encumbered by the Caltrans right-of-way adjacent to Blue Oaks Boulevard along the north perimeter (see Figure 1). The project site is in close proximity to HWY 65 to the east. The project site is surrounded by developed commercial, industrial, and residential parcels, with the exception of Parcel 49 to the east. Parcel 49 is anticipated for development with office and commercial uses.

Figure 1 – Site Aerial

The North Industrial planning area consists of 2,045 gross acres west of Washington Boulevard and north of the Northwest Roseville Specific Plan area. The North Industrial planning area is not subject to a specific plan but is subject to adopted design guidelines (1992) that influence the general character of development within the planning area.

The Roseville General Plan identifies the project site with a General Industrial (IND) land use. The intended primary uses within the IND land use include a wide range of manufacturing, wholesale distribution, large storage areas and other industrial uses. Identified secondary uses include incidental retail and service commercial uses associated with large employment areas. Consistent with the General Plan, the Roseville Zoning Ordinance designates the site with a Light Industrial (M1) zoning. The M1 zoning designation permits a mix of light industrial uses compatible with commercial and office uses. The project site was also identified by the Blue Ribbon Corporate Center Committee in 2007 as an ideal location to support a large corporate center development.



The 49.4 acre project site is undeveloped and is comprised of primarily non-native grasslands. A total of 1.95 acres of potential jurisdictional waters are present on-site, including 1.695 acres of wetlands (seasonal wetlands and vernal pools) and 0.258 acres of "other waters". An approximately 220-foot wide series of power lines bisect a northeast portion of the property at a 45-degree angle from Washington Boulevard to Blue Oaks Boulevard. The northwest portion of the property is bisected by the Blue Oaks Boulevard to Industrial Avenue jughandle. The remainder of the site is undisturbed.

PREVIOUS ENVIRONMENTAL DOCUMENTS

The City has determined that an Initial Study shall be prepared in order to determine whether the potential exists for significant or potentially significant impacts resulting from the proposed project. Relevant analysis from the General Plan EIR, West Roseville Specific Plan (WRSP) EIR, Capital Improvement Program (CIP) EIR and other project-specific studies and reports that have been generated to date were used as the database for the Initial Study. The

decision to prepare the Initial Study utilizing the analysis contained in the General Plan EIR, WRSP EIR, CIP EIR and project-specific analysis summarized herein, is sustained by Sections 15168 and 15183 of the CEQA Guidelines.

Section 15183 states that “projects which are consistent with the development density established by existing zoning, community plan or general plan policies 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 site.” Thus, if an impact is not peculiar to the project or site, has been addressed as a significant effect in the prior EIR, or can be substantially mitigated by the imposition of uniformly applied development policies or standards then an additional EIR need not be prepared for the project solely on the basis of that impact.

Section 15168 relating to program EIRs indicates that where subsequent activities involve site specific operations, the agency should use a written checklist or similar device to document the evaluation of the site and the activity, to determine whether the environmental effects of the operation were covered in the earlier program EIR. A program EIR is intended to provide the basis in an Initial Study for determining whether the later activity may have any significant effects. It can also be incorporated by reference to deal with regional influences, secondary effects, cumulative impacts, broad alternatives, and other factors that apply to the program as a whole.

Regarding the subject project, the **General Plan EIR** serves as the program-level EIR from which incorporation by reference can occur.

1. GENERAL PLAN EIR

The City's 2020 General Plan was adopted on February 4, 2004 by Resolution #04-39. The current General Plan contains in large part the same goals, policies, and implementation measures as the previous 2010 General Plan (adopted on November 18, 1992, by Resolution #92-321), for which a formal General Plan EIR was prepared. However, the current General Plan has been updated to reflect the current level of development in the City and to reflect the 3,100-acre West Roseville Specific Plan annexation that was approved in 2004. Changes between the 2010 General Plan and the current 2020 General Plan were analyzed as part of the West Roseville Specific Plan Environmental Impact Report (WRSP EIR) (SCH #2002082057).

Each element of the General Plan (GP) references and provides policies relating to specific plans. The specific plans are viewed as the primary mechanism for implementing the goals and policies of the GP. The plans are consistent with, and incorporated by reference into, the Land Use Element of the GP (page II-59 of the GP). Specific plan land uses are reflected on the GP land use map. The specific plans establish detailed policies and implementation programs for portions of the City, consistent with the goals and policies established in the GP.

The City Council adopted a Statement of Overriding Considerations when they certified the GP EIR, identifying the following impacts as significant and unavoidable:

- flood hazard
- vehicular air emissions (ozone)
- construction air emissions (ozone)
- vehicle noise
- railroad noise
- noise from fixed sources
- conversion of open space outside of infill area
- jobs/housing imbalance
- affordable housing
- increased traffic/degraded LOS
- loss of annual grasslands
- loss of oak trees and oak woodlands
- loss of riparian woodlands
- loss of vernal pools
- loss of intermittent drainages and other seasonal wetland habitat
- habitat fragmentation and loss of wildlife habitat
- risk of hazardous materials-related emergencies due to rail operations

- cumulative air quality, land use, jobs/housing, traffic, biological, cultural, risk of upset, open space, public services and utilities, and water impacts
- growth inducement

2. WEST ROSEVILLE SPECIFIC PLAN

The West Roseville Specific Plan is referenced and utilized in the evaluation of this project as it represents the most recent significant change in land use and allocation of new land use to the City following the adoption of the 1992 General Plan. The project added approximately 3,100 acres to the City's corporate limits, and included a mixed-use land use plan of commercial, business professional, industrial, park, open space, and school land uses, and included 8,430 new residential dwelling units. As mentioned above, processing of this plan also resulted in an update to the City's 2010 General Plan.

In accordance with the California Environmental Quality Act (CEQA), it was determined that the West Roseville Specific Plan had the potential to have a significant adverse impact upon the environment, and the WRSP EIR (SCH #2002082057) was prepared for the project. A Notice of Completion was filed with the State of California Office of Planning and Research. The Final Environmental Impact Report (FEIR) was certified by the City Council on February 4, 2004. A copy of the WRSP EIR is available for review within the Planning Department at 311 Vernon Street, Roseville, CA.

The City Council adopted a Statement of Overriding Considerations when they certified the WRSP EIR. The EIR identified the following impacts associated with development of the WRSP area as significant and unavoidable:

- Potential incompatibility of internal land uses
- Conversion of agricultural land to developed uses
- Inducement of substantial population growth
- Increased traffic on City of Roseville roadways
- Increased traffic on State Highways
- Increased traffic on Placer County roadways
- Increased emissions of fugitive dust and PM10 from grading and trenching activities (short term)
- Increased emissions of ozone precursors during construction (short-term)
- Increased emissions of air pollutants during operation
- Loss of oak trees of greater than 6 inches dbh (short-term)
- Removal of historically significant properties and/or loss of historic integrity of such resources
- Increased demand for solid waste services at the landfill
- Increased demand for solid waste services at the MRF
- Construction debris demand for solid waste services
- Alteration of the visual character of the site and vicinity
- New sources of light and glare

For buildout of the WRSP project area, the WRSP EIR also identified the following cumulative impacts as significant and unavoidable:

- Agricultural land conversion
- Increased traffic on City of Roseville roadways with Kaiser Medical Center
- Air quality emissions from construction
- Air quality emissions from operation
- On-site noise levels that exceed City standards
- Off-site noise levels that exceed City standards
- Loss of historic resources
- Increased demand for water
- Increased demand for recycled water distribution system
- Increased generation of solid waste
- Increased stormwater runoff in the Curry Creek Watershed
- Change in visual character

3. SUBSEQUENT ENVIRONMENTAL IMPACT REPORT AND ROSEVILLE 2020 TRANSPORTATION SYSTEM CAPITAL IMPROVEMENTS PROGRAM UPDATE

The Subsequent Environmental Impact Report and Roseville 2020 Transportation System Capital Improvements Program Update (2020 CIP EIR) was adopted by the Roseville City Council on June 20, 2007 by Resolution #07-311. The 2020 CIP EIR updated the City's Roadway Capital Improvement Program (CIP) and General Plan to reflect changing conditions and ensure an adequate transportation system, consistent with the City's General Plan. The 2020 CIP EIR reflects the most current level of development in the City, including the 3,100-acre West Roseville Specific Plan annexation that was approved in 2004.

The EIR identified the following impacts associated with the General Plan land use allocation as significant and unavoidable:

Existing Plus Project Conditions

- Increased traffic on City of Roseville roadways
- Increased traffic on state highways
- Increased traffic on Placer County roadways
- Increased traffic on Sacramento County roadways
- Growth-inducing impacts

2020 Plus Project Conditions

- Increased traffic on City of Roseville's roadways
- Increased traffic on state highways
- Increased traffic on Placer County roadways
- Growth-inducing impacts

2025 Cumulative Plus Project Conditions

- Increased traffic on City of Roseville roadways
- Increased traffic on state highways
- Increased air emissions
- Loss of biological resources
- Growth-inducing impacts

CITY OF ROSEVILLE MITGATING POLICIES AND STANDARDS

The California Environmental Quality Act (CEQA) Guidelines¹ allow the use of previously adopted development policies or standards as mitigation for the environmental effects of future projects, 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 that the policies or standards will not substantially mitigate the effects (§15183[f]). In March 2003, the City of Roseville adopted findings applicable to the following regulations and ordinances, which include standards and policies that are uniformly applied throughout the City, and will substantially mitigate specified environmental effects of future projects.

- City of Roseville Zoning Ordinance (RMC Title 19)
- Noise Regulation (RMC Ch.9.24)
- Flood Damage Prevention Ordinance (RMC Ch.9.80)
- Traffic Mitigation Fee (RMC Ch.4.44)
- Drainage Fees (Dry Creek [RMC Ch.4.49] and Pleasant Grove Creek [RMC Ch.4.48])
- City of Roseville Improvement Standards (Resolution 02-37)

¹ California Code of Regulations Title 14, Chapter 3, §15000-15387.

- City of Roseville Construction Standards (Resolution 01-208)
- City of Roseville Grading Ordinance (RMC Ch.16.20)
- Tree Preservation Ordinance (RMC Ch.19.66)
- Subdivision Ordinance (RMC Title 18)
- Community Design Guidelines (Resolution 95-347)
- Specific Plan Design Guidelines:
 - Development Guidelines Del Webb Specific Plan (Resolution 96-330)
 - Landscape Design Guidelines for North Central Roseville Specific Plan (Resolution 90-170)
 - North Roseville Specific Plan and Design Guidelines (Resolution 00-432)
 - Northeast Roseville Specific Plan (Olympus Pointe) Signage Guidelines (Resolution 89-42)
 - North Roseville Area Design Guidelines (Resolution 92-226)
 - Northeast Roseville Specific Plan Landscape Design Guidelines (Resolution 87-31)
 - Southeast Roseville Specific Plan Landscape Design Guidelines (Resolution 88-51)
 - Stoneridge Specific Plan and Design Guidelines (Resolution 98-53)
 - West Roseville Specific Plan (Resolution #04-38)

As demonstrated in the checklist discussions below and the discussion that follows, no project changes resulting in important revisions to the previous EIRs, substantial changes in circumstances or substantially important new information (CEQA Guidelines thresholds per Sections 15162 and 15163) have occurred or become available in any environmental issue area since the time the CIP EIR, GP EIR, and WRSP EIR were certified.

INITIAL STUDY CHECKLIST

The initial study checklist recommended by the State of California Environmental Quality Act (CEQA) Guidelines is used to determine potential impacts of the proposed project on the physical environment. The checklist provides a list of questions concerning a comprehensive array of environmental issue areas potentially affected by the project. Explanations to answers are provided in a discussion for each section of questions, as follows:

1. A brief explanation is required for all answers except "No Impact" answers that are adequately supported by the information sources a lead agency cites in the parentheses following each question. A "No Impact" answer is adequately supported if the referenced information sources show that the impact simply does not apply to projects like the one involved (e.g. the project falls outside a fault rupture zone). A "No Impact" answer should be explained where it is based on project-specific factors as well as general standards (e.g. the project will not expose sensitive receptors to pollutants, based on a project-specific screening analysis).
2. All answers must take account of the whole action involved, including off-site as well as on-site, cumulative as well as project level, indirect as well as direct, and construction as well as operational impacts.
3. "Potentially Significant Impact" is appropriate if there is substantial evidence that an effect is significant. If there are one or more "Potentially Significant Impact" entries when the determination is made, an EIR is required.
4. "Less Than Significant With Mitigation" applies where the incorporation of mitigation measures has reduced an effect from "Potentially Significant Impact" to a "Less than Significant Impact." The lead agency must describe the mitigation measures, and briefly explain how they reduce the effect to a less-than-significant level.
5. "Less Than Significant Impact" applies where the impact does not require mitigation or result in a substantial or potentially substantial change of any of the physical conditions within the area affected by the project.
6. Earlier analyses may be used where, pursuant to the tiering, program EIR, or other CEQA process, an effect has been adequately analyzed in an earlier EIR or negative declaration. Section 15063(c)(3)(D).

7. Reference to a previously prepared or outside document should, where appropriate, include a reference to the page or pages where the statement is substantiated.

Initial Study Checklist

1. Aesthetics

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	

Discussion of Checklist Answers:

No scenic vistas are identified in the area of the project. The General Plan EIR identified that the conversion of open space to urban development as an unavoidable significant impact for which the City Council adopted a statement of overriding considerations. The City of Roseville has adopted Community Design Guidelines (CDG) with the purpose of minimizing the aesthetic impacts of new development projects. The CDG includes guidelines for building design, site design and landscape design, which have the purpose of improving the built environment. The North Roseville Design Guidelines also contain design guidelines that promote high standards of architectural design and continuity within the North Industrial planning area. The City's approving authority (Planning Commission) will review the Major Project Permit (MPP) - Stage I & II and Tentative Subdivision Map for conformance with City standards and requirements. The project will not result in any new aesthetic impacts beyond those identified in the General Plan EIR.

Light and glare will increase above the existing condition. Light and glare associated with the proposed project will result from parking lot lighting and exterior building lighting. Additional daytime glare could be caused by reflections from windows on buildings and additional automobile windshields. As part of the MPP – Stage II process, site lighting is reviewed for consistency with the CDG that address aesthetic concerns as well as off-site affects. Existing sources of light and glare exist along the major roadways and HWY 65 and in the project vicinity. The Blue Oaks Commerce Center development would not differ substantially from that of nearby development and the amount of additional lighting and glare would contribute to the already affected viewshed.

Based on the information presented above, impacts associated with the project upon aesthetics are considered less than significant.

2. Agricultural and Forestry Resources

In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Department of Conservation as an optional model to use in assessing impacts on agriculture and farmland. In

determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection regarding the state's inventory of forest land, including the Forest and Range Assessment Project and the Forest Legacy Assessment project; and forest carbon measurement methodology provided in Forest Protocols adopted by the California Air Resources Board. 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

Discussion of Checklist Answers:

No agricultural resources are present on the site and the property does not have an agricultural zoning designation. The site is not considered forest land and the project will not result in the loss of forest land. Therefore, the proposed development would have no impact on agricultural resources.

3. Air Quality

Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations.

Would the project:

Environmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
a) Conflict with or obstruct implementation of the applicable air quality plan?		X		

Environmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
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	

Discussion of Checklist Answers:

California Clean Air Act Requirements

The City of Roseville, along with the south Placer County area, is located in the Sacramento Air Quality Maintenance Area (SAQMA). Under the California Clean Air Act, Placer County has been designated a "serious non-attainment" area for ozone and a "non-attainment" area for PM10 (particulate matter less than 10 microns in diameter). The Placer County Air Pollution Control District (PCAPCD) is responsible for administration of state and federal air quality standards. In 1991, the PCAPCD adopted its first Air Quality Attainment Plan (AQAP). The AQAP is required by the California Clean Air Act (CCAA), and is designed to bring Placer County into compliance with state ozone standards, which are generally more stringent than current federal ambient standards.

Federal Clean Air Act Requirements

Under the Federal Clean Air Act, Placer County is designated as a severe non-attainment area for ozone, and is an attainment area for the federal PM10 standards, and other criteria pollutants. The City of Roseville, along with the south Placer County area, is located in the Sacramento Air Quality Maintenance Area (SAQMA). The Sacramento Area Council of Governments (SACOG), in conjunction with SAQMA air quality management districts, and the California Air Resources Board, developed the SAQMA portion of the State Implementation Plan (SIP). The SIP is required to demonstrate compliance with the Federal Clean Air Act Amendments. The U.S. EPA approved the SIP in 1996, and the SAQMA has since been operating under the SIP control measures.

This project alone does not have a potential to significantly degrade air quality. However, the incremental impacts associated with this project considered cumulatively with the incremental impacts of other projects will degrade air quality. The City has assessed the impacts to air quality of continued development in the City in the General Plan EIR and its cumulative impact analyses. The General Plan EIR found that the significant adverse air quality impacts cannot be mitigated to a less than significant level even with the mitigation measures proposed. Addressing the unmitigatable cumulative impacts to air quality, the General Plan EIR adopted findings of overriding consideration. However, CEQA requires that reductions in adverse project impacts be made, where it is feasible to do so.

AIR QUALITY MITIGATION MEASURES

The PCAPCD and the City of Roseville have coordinated on a list of feasible mitigation measures that may be applied to projects to address air quality impacts. The project applicant has agreed to the following mitigation measures:

MITIGATION MEASURE AQ#1:

1a. Prior to approval of Grading or Improvement Plans (whichever occurs first) on project sites greater than five (5) acres, the applicant shall submit a Construction Emission / Dust Control Plan

to the Placer County APCD. The applicant shall provide written evidence, provided by APCD, to the local jurisdiction (city or county) that the plan has been submitted to APCD. If APCD does not respond within twenty (20) days the plan shall be considered approved. It is the responsibility of the applicant to deliver the approved plan to the local jurisdiction. The applicant shall not break ground prior to receiving APCD approval, of the Construction Emission / Dust Control Plan, and delivering that approval to the local jurisdiction issuing the permit.

1b. Include the following standard note on the Grading Plan or Improvement Plans: The prime contractor shall submit to the District a comprehensive inventory (i.e. make, model, year, emission rating) of all the heavy-duty off-road equipment (50 horsepower or greater) that will be used in aggregate of 40 or more hours for the construction project. If any new equipment is added after submission of the inventory, the prime contractor shall contact the APCD prior to the new equipment being utilized. At least three business days prior to the use of subject heavy-duty off-road equipment, the project representative shall provide the District with the anticipated construction timeline including start date, name, and phone number of the property owner, project manager, and on-site foreman.

1c. Prior to approval of Grading or Improvement Plans, whichever occurs first, the applicant shall provide a written calculation to the Placer County APCD for approval by the District demonstrating that the heavy-duty (> 50 horsepower) off-road vehicles to be used in the construction project, including owned, leased and subcontractor vehicles, will achieve a project wide fleet-average 20 percent NOx reduction and 45 percent particulate reduction as required by CARB. Acceptable options for reducing emissions may include use of late model engines, low emission diesel products, alternative fuels, engine retrofit technology, after-treatment products, and/or other options as they become available. The following link shall be used to calculate compliance with this condition and shall be submitted to the Placer County APCD as described above: <http://www.airquality.org/ceqa/> (click on the current "Roadway Construction Emissions Model").

MITIGATION MEASURE AQ#2: The following APCD rules shall be noted on the Improvement Plans:

- The project shall comply with all applicable Placer County Air Pollution Control District rules and regulation, and shall obtain applicable permits and/or clearances from the District prior to the start of construction.
- The contractor shall use CARB ultra low sulfur diesel fuel for all diesel-powered equipment. In addition, low sulfur fuel shall be utilized for all stationary equipment. (California Standards for Motor Vehicle Diesel Fuel, title 13, article 4.8, chapter 9, California Code of Regulations).
- Processes that discharge 2 pounds per day or more of air contaminants, as defined by Health and Safety Code Section 39013, to the atmosphere may require a permit. Permits are required for both construction and operation. Developers/contractors should contact the District prior to construction and obtain any necessary permits prior to the issuance of a Building Permit. (Rule 501)
- Pursuant to the Placer County Air Pollution Control District Rule 501, General Permit Requirements, the proposed project may need a permit from the District prior to construction. In general, any engine greater than 50 brake horsepower or any boiler with heat greater than 1,000,000 Btu per hour shall require a permit issued by the District. (Rule 501)
- All on-site stationary equipment which is classified as 50 hp or greater shall either obtain a state issued portable equipment permit or a Placer County APCD issued portable equipment permit. (California Portable Equipment Registration Program, Section 2452).
- The contractor shall utilize existing power sources (e.g., power poles) or clean fuel generators rather than temporary diesel power generators if feasible.
- During construction, the contractor shall minimize idling time to a maximum of 5 minutes for all diesel powered equipment.
- During construction, traffic speeds on all unpaved surfaces shall be limited to 15 miles per hour or less. (Rule 228 / section 401.2)

Short term impacts to air quality can be expected in association with construction activities. These impacts are primarily associated with grading activities and the increased potential for dust and wind driven erosion of soils. Particulate matter resulting from construction dust will be reduced by implementing standard dust control measures on the job site as part of an erosion control plan. The grading permit and on-site inspection by the Public Works Department will ensure appropriate dust control measures, such as watering are done to reduce short-term air quality impacts. Vehicle exhaust, produced during project construction, could temporarily contribute to the deterioration of ambient air quality. Diesel fuel fumes from construction equipment may be noticeable in the vicinity of the site; however, this is a short-term effect. All equipment must comply with the mitigation measures and with California emissions standards.

This project remains consistent with the development scenarios modeled for the General Plan Land Use designation of General Industrial (IND) and the findings and statement of overriding considerations adopted by the City for the General Plan. Future industrial uses that locate onsite will be required to comply with the PCAPCD requirements and may need to obtain permits prior to occupancy. Industrial users may need to install air quality devices such as exhaust systems. Permitting with the PCAPCD will ensure that operation emissions are regulated. Therefore, with the air quality mitigation measures incorporated into the project the air quality impacts of this project would be less than significant.

There are no sensitive receptors located in the immediate vicinity of the project. The multi-family residential development southeast of the project on Washington Boulevard comprises of the nearest sensitive receptor. Construction and operation of the project will increase emissions on the site, but not substantially; implementation of mitigation measures AQ#1 and AQ#2 will reduce project emissions to less than significant levels. Potential impacts to sensitive receptors would therefore be less than significant.

The project does not include components with the potential to create significant objectionable odors. No impact associated with odor would result from the project.

4. Biological Resources

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 Game or U.S. Fish and Wildlife Service?		X		
c) Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?		X		

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

Discussion of Checklist Answers:

The project site is undeveloped and several potential biological resources have been identified on-site including potential wetlands, drainage channels, and grasslands. The applicant proposes to disturb 1.95 acres of wetlands, as such; a Section 404 Individual Permit Application was submitted to the US Army Corps of Engineers (Corps). Pursuant to Section 7 of Federal Endangered Species Act, surveys were conducted to confirm the absence of special status species, specifically vernal pool tadpole shrimp and vernal pool fairy shrimp. The 404 permit application included a wetland delineation and biological resources assessment. Based on the information contained within the application and within the City's General Plan EIR, the potential impacts and mitigation measures are as follows;

Special Status Species:

The project site is not located within an area designated as Critical Habitat for the special status species vernal pool fairy shrimp, however, the wetland types found onsite could potentially represent habitat for the endangered species. The USFWS confirmed that the service guideline-level wet season surveys completed during the 2005-2006 and 2006-2007 seasons were performed adequately and the conditions on the site were appropriate to demonstrate the absence of special status species on the project site. Potential impacts to special status species is therefore considered less than significant.

Wetlands:

The Roseville General Plan includes policies related to wetlands preservation. They are: 1) avoid the wetlands if feasible; 2) reconstruct wetlands on-site; or 3) provide mitigation for the wetlands off-site at a replacement ratio of 1 to 1. Even with these policies, the General Plan EIR determined that development within the City would result in the loss of wetlands, and that the loss of wetlands was a significant and unavoidable impact. A statement of overriding considerations was adopted.

Wetland features onsite consist of several scattered ephemerally wet features and an unnamed tributary to Pleasant Grove Creek, flowing from south to north through the far western portion of the site. The wetlands delineation identified a total of 1.95 acres of potentially jurisdictional waters including 1.695 acres of wetlands and 0.258 acres of other waters. The wetlands consist of 0.554 acres of vernal pools, 0.859 acres of seasonal wetlands, 0.143 acres of seasonal wetland swale, and 0.139 acres of seasonal marsh. Other waters include 0.248 acres of intermittent drainage and 0.010 acres of a drainage ditch. The project would permanently fill the above listed onsite wetlands and waters. Pursuant to Section 404 of the Clean Water Act, construction activities are subject to approval of the Corps. Pursuant to Section 401 of the Clean Water Act, the Corps permit will need to be certified by the Central Valley

Regional Water Quality Control Board (CVRWQCB). Proper permitting as required by Mitigation Measure BIO#1 and BIO#2 will ensure that the potential impacts to wetlands are less than significant.

BIOLOGICAL RESOURCES MITIGATION MEASURES

The following mitigation measures will reduce the wetlands impacts to a less than significant level:

MITIGATION MEASURE BIO#1: Prior to the issuance of a grading permit or approval of improvement plans and prior to the filling of any potential wetlands or waters of the US as identified in the wetland delineation, the applicant shall obtain appropriate permits from the US Army Corps (anticipated to be an Individual Permit). Additionally, a Clean Water Act Section 401 permit shall be obtained from the Central Valley Regional Water Quality Control Board (CVRWQCB) to ensure the proposed discharge complies with all State water quality requirements. Additionally, a Fish and Game Section 1601 permit shall be obtained for streambed alterations that are regulated by Fish & Game. The project shall implement the mitigation requirements of these permits to ensure no net loss of wetlands/waters of the US.

MITIGATION MEASURE BIO#2: Prior to grading and excavation activities on-site, the developer shall obtain a grading permit to ensure that the project is in compliance with City's best management practices for water quality control and the Storm Water Pollution Prevention Plan (SWPPP).

Special Status Plants:

The majority of the site consists of both native and non-native grassland habitat. The General Plan EIR identifies the loss of annual grassland and habitat fragmentation as significant unavoidable impacts. A statement of overriding considerations was adopted by the City Council for these impacts.

Based on the conditions found onsite, the property was surveyed for the presence of eight special-status plant species. These include Sanford's arrowhead, big-scale balsamroot, Boggs Lake hedge-hyssop, Ahart's dwarf rush, Greene's legene, dwarf downingia, slender Orcutt grass and Sacramento Orcutt grass. No occurrences of these species were observed on the property. The USFWS determined that the survey was done adequately to demonstrate absence of these species. Therefore potential impacts to special status plants are considered less than significant.

Special Status Wildlife:

Several special-status wildlife species are known to occur or potentially occur within the jurisdictional area of the General Plan EIR, which includes the project site. The site contains potential habitat for several special-status invertebrates, amphibians, and bird species listed by the California Department of Fish and Game. Although none of the special status wildlife species were observed onsite, the loss of vegetation could destroy unobserved nesting habitat for birds. Therefore, pre-construction surveys should be conducted to confirm the absence of special status wildlife. With mitigation measure BIO#3 the impact to these species is considered less than significant.

BIOLOGICAL RESOURCES MITIGATION MEASURES

The following mitigation measures will reduce the special-status wildlife impacts to a less than significant level:

MITIGATION MEASURE BIO#3: A qualified biologist shall perform pre-construction surveys for nesting birds and raptors at least 30 days in advance of construction if construction is planned during January to July. If the survey does not identify any special-status birds or raptors species, no further mitigation is required. If nesting is found to be occurring, avoid disturbance of the nest site with a suitable buffer zone. The on-site biologist shall consult with the California Department of Fish & Game to determine the size of the no-disturbance buffer (typically between 150 to 200 feet). Additionally, if Swainson's hawk are found to be using the site in any capacity, off-site mitigation would be required at a ratio deemed suitable by the CDFG.

Native Oak Trees:

There are no native oak trees onsite and the project will not conflict with the City's Tree Preservation Ordinance, therefore impacts to native oaks are considered less than significant.

5. Cultural Resources

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 a historic resource as defined in Section 15064.5?			X	
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to Section 15064.5?			X	
c) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?			X	
d) Disturb any human remains, including those interred outside of formal cemeteries?			X	

Discussion of Checklist Answers:

A cultural resources survey report was prepared for the project by ECORP, dated August 2009. The report concluded that no cultural resources are known to exist on the project site. While it is anticipated that there will be no impacts to cultural resources, the project will be conditioned to adhere to the General Plan EIR mitigation measures that require, in the event of a discovery of buried archeological or historic deposits, project activity in the vicinity to be halted until a qualified archeologist can assess the resources and provide management. Impacts to potential cultural resources are therefore considered to be less than significant.

6. Geology and Soils

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) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? (Refer to Division of Mines and Geology Special Publication 42.)			X	
ii) Strong seismic ground shaking?			X	

Environmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
iii) Seismic-related ground failure, including liquefaction?			X	
iv) Landslides?			X	
b) Result in substantial soil erosion or the loss of topsoil?			X	
c) Be located in a geological unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?			X	
d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?			X	
e) Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?				X

Discussion of Checklist Answers:

- a. The project may expose people or structures to potential substantial adverse effects involving seismic shaking, ground failure or landslides.

i-iii) The project site is located in Roseville which is in Placer County. The California Department of Mines and Geology classifies the South Placer area as a low severity earthquake zone. No active faults are known to exist within the County. The project site is considered to have low seismic risk with respect to faulting, ground shaking, seismically related ground failure and liquefaction. The risk associated with rupture of a known earthquake fault or seismic related ground failure to new structures is low and therefore the impact is 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 are not steep enough to present a hazard during development or upon completion of the project. In addition, during construction, measures would be incorporated to shore slopes and prevent potential earth movement. Therefore, impacts associated with landslides are considered less than significant.

- 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 of the Public Works Department. The grading permit will be reviewed for compliance with the City's Improvement Standards, including the provision of proper drainage, appropriate dust control and erosion control measures. Grading and erosion control measures will be incorporated into the required grading plans.

- c-d. The project site is not located in a sensitive geologic area and does not expose people to potential geologic impacts. Additionally, the Roseville General Plan finds such impacts to be less than significant since new buildings and structures are required to comply with all applicable building codes. A soil report is required with the submittal of the improvement plans. The City of Roseville Building Department will review construction plans before a building permit is issued and the Engineering Division will review and approve

all rough grading plans to ensure that all grading and structures would withstand shrink-swell potentials and earthquake activity in this area.

- e. A General Plan Policy requires that new development connect to the City's sanity sewer system. The City's Environmental Utilities Department has reviewed the project and determined that City's sanity sewer system can accommodate the project. No septic tanks will be permitted as part of the project. Therefore, no impact to soils relative to supporting use of septic tanks would occur.

Impacts to the geology and soils on site are considered to be less than significant.

7. Hazards and Hazardous Materials

Would the project:

Environmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?			X	
b) Create a significant hazard to the public or the environment 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
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				X

Environmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?				

Discussion of Checklist Answers:

The California Health and Safety Code and local City Ordinances regulate the handling, storage, and transportation of hazardous and toxic materials. The California Health and Safety Codes require a Risk Management and Prevention Program (RMPP) for those uses that handle specified quantities of toxic and/or hazardous materials. Also, businesses that handle toxic or hazardous materials are required to complete a Hazardous Materials Management Program (HMMP). Furthermore, all business owners must file a site-specific business plan with the City Fire Department before a new building is occupied. All plans would need to specify what materials would be used or stored on-site and what to do in the event of an accident and which transportation routes would be used. The property has a Light Industrial zoning so there is the potential for future users to have hazardous materials on-site. It is however not known at this time if any hazardous materials will be used or stored on-site. Any potential impacts as a result of the use or storage of hazardous materials are reduced to less than significant levels with implementation of the HMMP and business plan requirements.

During construction activities, there is the possibility that potentially hazardous materials might be stored or used at the project site. The developer (during construction) is required to comply with all California Health and Safety Codes and local City Ordinances regulating the handling, storage and transportation of hazardous and toxic materials. The California Health and Safety Codes require a Risk Management and Prevention Program (RMPP) for those uses that handle specified quantities of toxic and/or hazardous materials.

The project is not located within an airport land use plan area, no airports are located within two miles of the project site, and the project site is not located within the vicinity of a private airstrip. No impact would occur.

This project is located within an area currently receiving City emergency services. Fire Station 8 is located less than 0.3 miles from the property and would be able to serve the site within the City's standard response time. The project will not increase the demand for emergency services beyond that identified in the General Plan EIR, and therefore will have a less than significant impact to the City's Emergency Response or Management Plans.

8. Hydrology and Water Quality

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,			X	

Environmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
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?				
d) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site?			X	
e) Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted water?			X	
f) Otherwise substantially degrade water quality?			X	
g) Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?				X
h) Place within a 100-year flood hazard area structures, which would impede or redirect flood flows?				X
i) Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?			X	
j) Inundation by seiche, tsunami, or mudflow?				X

Discussion of Checklist Answers:

Development of the site will not result in any significant water-related impacts. Construction of the proposed project and over covering of the site with paving will have a minor effect on the absorption rate of water on-site; however, the project will include a drainage system designed in accordance with the City's improvement standards which will adequately handle on-site drainage associated with the development of the property. Prior to the approval of the Improvement Plans, the developer shall prepare and submit a Storm Water Pollution Prevention Plan (SWPPP) to the City, as defined by the Regional Water Quality Control Board, to ensure that the project will not result in the release of materials that will affect water quality.

A grading permit, with associated mitigation measures for dust control, will be required before construction starts. There may be minor amounts of wind and/or water erosion associated with construction of the facility. Standard erosion control measures will be required during construction. Additionally, measures to protect water quality will be taken as determined by the Soil Management Plan and Health and Safety Plan required by DTSC prior to any grading or construction on site.

No groundwater withdrawal is proposed. The proposed project will have no effect on groundwater supplies. Seiches and tsunamis are seismically induced large waves of water. Because there are no large bodies of water nearby, the threat of seiche and tsunami is non-existent. Similarly, mudflows are not a concern in Placer County.

Therefore, based on the soil types found in Placer County, the proposed project would have no impact relative to inundation by seiche, tsunami or mudflow.

Based on the information provided above, impacts regarding hydrology and water quality are considered less than significant.

9. Land Use and Planning

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
c) Conflict with any applicable habitat conservation plan or natural community conservation plan?				X

Discussion of Checklist Answers:

The General Plan land use designation is General Industrial (IND); the zone district designation is General Industrial (M2). The development will include 13 light industrial buildings, two (2) office buildings, and two retail/commercial buildings totaling 575,505 square feet, and associated landscaping and parking which is consistent with the existing zoning designation. There are no Habitat Conservation Plans or Natural Community Conservation Plans covering the project site. The land use and planning impacts that would occur in association with the proposed project are consistent with the General Plan EIR, WRSP EIR and CIP EIR and are less than significant.

10. Mineral Resources

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

Discussion of Checklist Answers:

The project site is not known to include any mineral resources that would be of local, regional, or statewide importance, therefore, the project is not considered to have any impacts on mineral resources.

11. Noise

Would the project result in:

Environmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
a) Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?			X	
b) Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?			X	
c) A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?			X	
d) A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?			X	
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?				X
f) For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?				X

Discussion of Checklist Answers:

Short term impacts such as construction activities could expose nearby tenants/landowners to increased noise levels. These impacts would be temporary and are considered less than significant since noise levels and construction hours are limited by the City's Municipal Code to daytime hours (7:00 a.m. to 7:00 p.m., Monday through Friday, and 8:00a.m. to 8:00 p.m., Saturday, Sunday and holidays).

Buildout in the area will result in an increase in the ambient (background) noise level in the project area. In particular, point source noise from vehicular traffic is anticipated to raise the ambient noise level in the area. However, the anticipated level of traffic is within the limits anticipated by the General Plan EIR and CIP EIR for build out of the site. Future uses on-site will be required to maintain noise levels in accordance with the City's Noise Ordinance. As a result, the long term impacts related to noise generation are considered less than significant.

12. Population and Housing

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, through 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

Discussion of Checklist Answers:

The proposal is not a housing-related project, does not induce growth beyond that anticipated in the General Plan EIR and does not displace any existing housing. Therefore, the project will have a less than significant impact on population or housing.

13. Public Services

Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the 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) Other public facilities?			X	

Discussion of Checklist Answers:

The General Plan EIR identifies and adopts mitigation for impacts to public services, including police and fire protection, wastewater services, and solid waste disposal. The proposed project will not increase the need for public services and utilities beyond that identified in the General Plan EIR. As a result, no further environmental review is necessary.

14. Recreation

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

Discussion of Checklist Answers:

The proposed project will not generate new jobs that could increase park usage in the area of the project. However adequate facilities are located within the plan area and the project does not require and additional facilities. Therefore, the project will not impact the existing and planned park facilities.

15. Transportation/Traffic

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 and highways?			X	
c) Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?				X

d) Substantially increase hazards due to design features (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?			X	
e) Result in inadequate emergency access?			X	
f) Conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities.			X	

Discussion of Checklist Answers:

The project site was anticipated for development and transportation/traffic impacts were analyzed in General Plan EIR and 2020 CIP EIR. The 2020 CIP EIR was prepared for the Transportation System Capital Improvements Program Update that reflected changing conditions and ensured an adequate transportation system was in place.

A long-term traffic analysis has been prepared for the project by DKS Associates (dated July 27, 2007) and analyzed the project's potential level of service impacts at the City's existing intersections. The results of the study did not identify any significant impacts to the City's CIP intersections. The traffic analysis was reviewed by the City's Public Works Department, Engineering Division, and found to be adequate to support the findings.

A short-term traffic analysis was prepared for the project by Fehr & Pers Transportation Associates (dated August 5, 2008). The short-term analysis looked at transportation impacts as a result of the trip generation created by the project and evaluated turning movements and site and circulation improvements. The analysis also evaluated the improvements to the City's existing roadways and circulation system that are proposed as part of the project as well as the City proposed improvements adjacent to the project site. Improvements include; 1) the removal of the Blue Oaks Bl. to Industrial Ave. jughandle, 2) the installation of two new roadways to connect Blue Oaks Bl to Industrial Ave. and Washington Bl, 3) left-turn access into the project site from the westbound Hwy 65 fly-over, 4) construction of third eastbound travel lane/right-turn lane on Blue Oaks Bl., 5) construction of a left turn lane on Blue Oak Bl. into the project site, 6) reconfiguration of Washington Bl. to allow deceleration lanes into the project site, 7) deceleration lanes into the project on Industrial Ave., 8) the addition of a traffic signal at the intersection of "Road A" and Washington Bl., 9) continuation of bicycle lanes on Blue Oaks and Washington Bl's., 10) installation of sidewalks along all roadways within and fronting the project site, and 11) the addition of bus shelters within the project. The analysis was reviewed by the City's Public Works Department, Engineering Division, taking into account the City of Roseville level of service policies and improvement standards. The analysis determined, and the Engineering Division concurred, that the existing traffic levels of service do not meet City level of service standards and, the proposed project plus development of the adjacent Parcel 49 project, would exasperate traffic conditions. However, with the proposed improvements, the project would restore traffic operations to better than "no project" levels. The project drive aisle depths and internal circulation were also found to be adequate for the project and do not present a know traffic hazard.

The left-hand turn lane at the intersection of the HWY 65 fly-over and the jughandle currently presents a vehicular safety issue. The roadway improvements proposed with the project will improve vehicular safety. Circulation in the area will improve with the project and emergency access will not be negatively impacted.

The Alternative Transportation division has also reviewed the project to ensure that it will not conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities. The project is conditioned to provide a Transportation Systems Management (TSM) plan. The intent is to reduce vehicle trips and reduce peak hour traffic generated from the project. The installation of sidewalks, continuation of bicycle lanes and installation of bus shelters along the existing bus route will encourage alternative transportation methods, which have the potential to further reduce the amount of vehicle trips generated from the project. That applicant must show alternative commute options are encouraged as part of the TSM plan. The City's Alternative Transportation Division will review and approve the plan prior to building permit approval of the project.

The project will have a less than significant impact on traffic and transportation.

16. Utilities and Service Systems

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	
e) Result in a determination by the wastewater treatment provider which serves the project that it has adequate capacity to serve the project's projected demand in addition of the provider's existing commitments?			X	
f) Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?			X	
g) Comply with federal, state, and local statutes and regulations related to solid waste?			X	

Discussion of Checklist Answers:

Water and sewer services will be provided by the City of Roseville. The developer will be responsible for extending new lines onto the site in order to serve the project. Storm water will be collected on-site and transferred via pipe into an off-site storm drain system. Solid waste will be collected by the City of Roseville's Refuse Department. The City of Roseville will provide electric service to the site, while natural gas will be provided by PG&E. Comcast will provide cable. Adequate services are available to the project, therefore, impacts to utilities are considered to be less than significant.

17. Greenhouse Gas Emissions

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	

Background

Global climate change is a change in the average weather of the earth, which can be measured by wind patterns, storms, precipitation, and temperature. It is exacerbated by greenhouse gases, which trap heat in the atmosphere (thus the “greenhouse” effect). Greenhouse gases include carbon dioxide, methane, and nitrous oxide, and are emitted by natural processes and human activities. The accumulation of greenhouse gases in the atmosphere regulates the earth’s temperature, and is natural and desirable, as without it the Earth’s surface would be about 61 degrees cooler.²

Scientific evidence suggests that emissions from human activities, such as electricity production and vehicle emissions, have elevated the concentration of these gases in the atmosphere, and are increasing the rate and magnitude of climate change to a degree that could present hazardous conditions. Potential adverse effects of global warming include the exacerbation of air quality problems, a reduction in the quality and supply of water to the state from the Sierra snowpack, a rise in sea levels, changes to ecosystems and the natural environment, and an increase in the incidences of infectious diseases, asthma, and other human health-related problems.³

The potential for climate change impacts at specific locations remains uncertain, and to assign specific impacts to the project site would be speculative. Some conclusions can be drawn about the potential in general for the project area to be subject to increased likelihood of flooding, drought, and susceptibility to the increased potential for infectious diseases as cited above. An individual project, even a very large project, does not in itself generate enough greenhouse gas emissions to significantly influence global climate change. Global climate change is a cumulative process. A project contributes to this potential impact through its cumulative incremental contribution combined with the emissions of all other sources of greenhouse gases.

Legislation

In 2006, the State Legislature passed and the Governor signed AB 32, which acknowledged global climate change and charged the California Air Resources Board (CARB) with developing regulations to address global climate change. CARB is mandated to achieve feasible and cost-effective reductions in greenhouse gases by 2020, and to approve an implementation plan no later than January 1, 2009. On December 12, 2008, the CARB adopted a Scoping Plan that provides the outline for actions to reduce California’s greenhouse gas (GHG) emissions. CARB is currently working to implement the measures outlined in the plan.

There are currently no established thresholds for measuring the significance of a project’s cumulative contribution to global climate change. However, individual projects can contribute to greenhouse gas emission reductions by incorporating features that reduce vehicle emissions, and maximize energy-efficiency. The City has existing programs in place that reduce and minimize greenhouse gas emissions:

- City Adopted National Action Plan for Energy Efficiency (2006)
- Solar Electric (PV) Incentive Programs

² “Recommendations by the Association of Environmental Professionals on How to Analyze Greenhouse Gas Emissions and Global Climate Change in CEQA Documents, Comment Draft”. March 5, 2007.

³ Division 25.5 California Global Warming Solutions Act of 2006, Part 1. General Provisions. Section 38501 (a).

- Joined California Climate Action Registry (2006)
- City adopted “Smart Choices for Roseville’s Future: Implementation Strategies to Achieve Blueprint Project Objectives (June 2005)
- City has installed solar electric generation (PV) on several City Facilities.
- City’s Civic Center and Roseville Electric buildings with clean, renewable power by purchasing 100% of their energy use from Green Roseville.
- 20% renewable power resources in Roseville Electric’s power portfolio.
- Shade Tree Program
- Roseville Electric goal to reduce energy requirements by 5% by 2012
- Alternatively Fueled City Vehicles
- Electric Vehicle Charging Stations
- City Traffic Signal Head Retrofit from traditional incandescent to LED
- City facilities retrofitted with a HVAC efficiency management program
- Asphalt Recycling
- Residential Energy Efficiency Programs
- Energy Efficiency Programs for Low Income Residents
- Commercial Energy Efficiency Programs
- Tree Mitigation Ordinance
- Parking Lot Shade Tree Ordinance
- Recycling Drop-Offs throughout City
- Summer Youth Bus Pass
- Bicycle Incentive Programs
- ITS (Intelligent Transportation System) for traffic management
- Alternatives to Paper at the Library

Since there are no thresholds of significance against which to measure the impacts of the project, the project has been evaluated qualitatively relative to its incremental contribution to the overall issue of global warming. The magnitude of global warming is such that the contributions of the proposed project itself are negligible. It is acknowledged that the project would include sources of greenhouse gas emissions; however, the project also includes mitigating features that are beneficial in terms of minimizing greenhouse gas emissions. The potential impacts to greenhouse gas emissions are therefore considered less than significant.

18. Mandatory Findings of Significance

Would the project:

Environmental Issue	Potentially Significant	Potentially Significant Unless Mitigated	Less Than Significant	No Impact
a) Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal		X		

Environmental Issue	Potentially Significant	Potentially Significant Unless Mitigated	Less Than Significant	No Impact
community, reduce the number or restrict the range of a rare or endangered plant or animal, or eliminate important examples of the major periods of California history or prehistory?				
b) Does the project have impacts which are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects).			X	
c) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?			X	

Discussion of Checklist Answers:

Long term environmental goals are not impacted by the proposed project. The cumulative impacts do not deviate beyond what was contemplated by the 2020 General Plan EIR. With implementation of the proposed mitigation measures the project does not have the potential to degrade the quality of the environment, substantially reduce the habitat of any wildlife species nor create adverse effects on human beings.

Attachments:

Attachment 1: Blue Oaks Commerce Center project plans

Attachment 2: Reference Documents

ATTACHMENT 1

Blue Oaks Commerce Center Project Plans

The Blue Oaks Commerce Center project plans (Reference File# 2007PL-039) have been provided as **EXHIBITS B – O** of the Planning Commission May 27, 2010, staff report. They are also available for review Monday through Friday, 8 a.m. to 5 p.m. at the Roseville Planning Department, 311 Vernon Street, Roseville, CA 95678.

ATTACHMENT 2

Reference Documents for Blue Oaks Commerce Center (2007PL-039) Initial Study

The following documents were referenced in the Blue Oaks Commerce Center (2007PL-039) Initial Study and were used to support the environmental determination;

- USFWS Section 7 Consultation Letter dated March 18, 2008
- Section 404 Individual Permit Application prepared by ECORP, dated August 2009
- Cultural Resources Survey Report prepared by ECORP, dated August 2009
- Statement dated August 14, 2007 from Bill Moore, Associate Engineer, and Long-term Traffic Study
- Transportation Impact Study prepared by Fehr & Peers, dated August 5, 2008

The above stated documents are available for review Monday through Friday, 8 a.m. to 5 p.m. at the Roseville Planning Department, 311 Vernon Street, Roseville, CA 95678.



DRAFT TECHNICAL MEMORANDUM

Date: July 26, 2022
To: Jack Varozza, PE, City of Roseville
From: John Gard, PE, RSP1, Fehr & Peers
Subject: ***Focused Access Evaluation for Blue Oaks Commerce Center***

RS22-4207

This memorandum presents the data collection, analysis, and recommendations of our focused access review of Blue Oaks Commerce Center (BOCC), which is situated south of Blue Oaks Boulevard and east of Industrial Avenue in the City of Roseville (refer to **Figure 1** for project location). Our review specifically focuses on two driveways planned on Industrial Avenue that would serve the project's industrial uses. The remainder of this memorandum is organized into the following sections:

- I. Existing Conditions
- II. Project Travel Characteristics
- III. Project Access Review
- IV. Recommendations

I. Existing Conditions

Roadway Network

The following roadways would provide direct vehicular access to the BOCC:

Industrial Avenue – is a two-lane north-south collector street that begins at Washington Boulevard and extends northerly through Roseville into unincorporated Placer County. Along the project frontage, it has a posted speed limit of 45 miles per hour (mph). The travel lanes are divided by either left-turn pockets or a paved median. Industrial Avenue parallels SR 65 between Roseville and Lincoln and is a time-competitive alternate route when SR 65 becomes congested.

Freedom Way – is a two-lane east-west street that begins at Industrial Avenue and terminates at Washington Boulevard. Along the project frontage, it has a posted speed limit of 40 mph and two undivided 16-foot wide travel lanes.

Fidelity Way – is a two-lane north-south street that begins at Blue Oaks Boulevard and terminates at Freedom Way. Along the project frontage, it has a posted speed limit of 30 mph and two undivided 16-foot wide travel lanes. Movements at the Blue Oaks Boulevard/Fidelity Way intersection are controlled by a traffic signal, though northbound left-turns are prohibited.

Industrial Avenue/Freedom Way Intersection

This T-intersection is controlled by a traffic signal. The southbound left-turn movement operates with a flashing yellow arrow, which requires motorists to yield to oncoming traffic (see **Image 1**). If southbound motorists are required to wait in the left-turn lane for an extended period of time (while waiting to find a gap in northbound traffic), the flashing yellow arrow changes into a solid green arrow, converting the southbound left-turn from a permitted to protected movement.



Image 1: Flashing yellow arrow for southbound left-turn lane on Industrial Avenue

Truck Routes

Within the City of Roseville, there are two types of truck routes: Surface Transportation Assistance Act (STAA) routes and local routes. STAA routes allow large trucks to operate on the interstate freeway system and certain primary routes. These trucks, referred to as STAA trucks, are longer than California legal trucks. On surface streets, STAA routes are designated either as Terminal or Service Access routes. Terminal routes are approved by the agency with jurisdiction over the roadway to enable the truck to reach its ultimate destination. Service Access routes allow STAA trucks to exit the interstate onto a local road, for one mile only, for food, fuel, lodging, or repair.

According to the City of Roseville website¹, STAA Terminal routes exist on Industrial Avenue along its entire length within the City. An STAA Terminal route also exists on the entirety of Fidelity Way. A

¹

[11X17 \(civicleve.com\)](https://www.civicleve.com)

California legal truck route exists on the entirety of Freedom Way. Thus, a variety of established truck routes are located in the immediate proximity of the project site. Based on June 2022 traffic counts (described in detail below), trucks constitute about 8% of AM peak hour traffic and 3% of PM peak hour traffic at this intersection.

Traffic Volumes

Traffic volumes on Industrial Avenue and Freedom Way were collected from the City's ITS traffic count database for Tuesday – Thursday, May 10-12, 2022. Schools were in session at the time of the counts. The average daily traffic across the three weekdays was 11,200 vehicles on Industrial Avenue north of Freedom Way and 8,100 vehicles south of Freedom Way. Freedom Way east of Industrial Avenue carried 4,800 daily vehicles.

Traffic volumes during the AM and PM peak periods at the Industrial Avenue/Freedom Way intersection were also obtained from the City's ITS traffic count database for the same three days in May 2022. The busiest hour of travel during the morning occurred from 7:45 to 8:45 AM. The busiest hour of travel during the evening occurred from 4 to 5 PM. **Figure 2** shows the existing AM and PM peak hour traffic volumes (averaged for the three days), lane configurations, and traffic control at this intersection.

The City's ITS count database does not provide data regarding vehicle queue lengths. Accordingly, Fehr & Peers retained NDS to conduct traffic volume and maximum queue length counts on several different weekdays in June and July 2022. The first count was conducted on Wednesday, June 29, 2022 and yielded an unexpectedly high southbound left-turn volume of 458 vehicles from 4-5 PM.² Because of this anomaly, a second set of observations was conducted from 4-5 PM on Thursday, July 7, 2022. One last observation was made on Monday, July 11, 2022. **Table 1** shows the results of these data collection efforts.

²

The City's ITS count database was queried and showed a near identical southbound left-turn volume as the traffic count, indicating the observation was not erroneous. The ITS count database showed that mid-week volumes tend to be in range of 180 to 240 vehicles per hour. The anomaly on this particular day could have been caused by any number of atypical conditions such as severe SR 65 congestion resulting in diverted traffic to Industrial Avenue, construction activity, special events, or other effects.

TABLE 1			
TRAFFIC VOLUMES AND MAXIMUM QUEUES AT INDUSTRIAL AVENUE/FREEDOM WAY			
15-Minute Time Period Starting at:	Southbound Left-Turn		Northbound Through/Right Volume
	Volume	Maximum Queue	
Wednesday, June 29, 2022 ¹			
7:00 AM	13	1	43
7:15 AM	9	1	58
7:30 AM	12	1	72
7:45 AM	14	1	88
8:00 AM	23	2	67
8:15 AM	10	1	61
8:30 AM	29	2	59
8:45 AM	30	1	58
4:00 PM	132	4	49
4:15 PM	125	4	57
4:30 PM	134	5	58
4:45 PM	67	4	62
5:00 PM	76	5	46
5:15 PM	40	2	88
5:30 PM	54	1	50
5:45 PM	21	2	39
Thursday, July 7, 2022 ²			
4:00 PM	38	5	71
4:15 PM	43	4	59
4:30 PM	41	9	89
4:45 PM	57	10	74
Monday, July 11, 2022 ³			
4:45 PM	42	5	63
Notes:			
¹ Traffic and queuing observations conducted by NDS.			
² Traffic volumes from City's ITS count database. Queuing observations conducted by NDS.			
³ Traffic volumes from City's ITS count database. Queuing observations conducted by Fehr & Peers.			
Source: Fehr & Peers, 2022.			

On Wednesday, June 29, 2022, a maximum queue of five vehicles was observed during the PM peak hour. One incidence of this queue is shown in **Image 2** based on the camera placed at the intersection by NDS. During the observation period on Monday, July 11, 2022, a maximum queue of five vehicles was also observed as shown in **Image 3**.

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Image 2: Maximum queue of 5 vehicles in southbound left-turn lane during PM peak hour on Wednesday, June 29, 2022



Image 3: Maximum queue of 5 vehicles in southbound left-turn lane during PM peak hour on Monday, July 11, 2022 (note that the protected green arrow had been activated)

Neither video nor photography were available for the count on Thursday, July 7, 2022. NDS staff confirmed the accuracy of this data with the technician who performed the observations.

It is apparent from field observations, review of video collected on June 29, 2022, and the observed maximum queues themselves that many factors (beyond simply the left-turn volume) affect the number of vehicles queued in the southbound left-turn lane. Following is a list of those factors:

1. Level of northbound through/right traffic – these vehicles have the right-of-way and prevent southbound left-turns from occurring.
2. Random versus platooned arrivals on southbound Industrial Avenue – in some instances, vehicles arrived in large platoons (caused by a slow traveling lead vehicle). This quickly filled up the left-turn lane.
3. Driver uncertainty – some motorists appeared unfamiliar with the flashing yellow indication, waiting in the turn lane despite no approaching northbound traffic.

In summary, with respect to vehicle queues in the southbound left-turn lane, maximum queues of 5 vehicles during the PM peak hour are typical, though longer queues can develop under certain conditions (as was evidenced on July 7th). Additionally, since Industrial Avenue and Freedom Way are truck routes, trucks comprise a portion of the left-turn demand. As shown in Image 2, the maximum queue on June 29th included a truck, thereby resulting in a queue that was about 175 feet long.³

Collision History

City of Roseville staff provided data from its collision database for the segment of Industrial Avenue between the Blue Oaks Boulevard overcrossing and Galilee Road for the four-year period from June 2018 to June 2022. **Table 2** shows the results. Note that the southbound left-turn flashing yellow arrow had been installed prior to 2018.

This table shows 9 total collisions at the Industrial Avenue/Freedom Way intersection over the four-year period. Injuries were reported for 7 of the 9 collisions, but no fatalities occurred. The majority (6 of 9) were multi-vehicle broadside collisions involving southbound left-turn and northbound through motorists. No collisions involved bicyclists or pedestrians. Additionally, no collisions were reported along Industrial Avenue immediately north or south of the intersection.

³ Note that the 5th vehicle in the queue was positioned north of the terminus of the northbound Class II bike lane. The rear bumper of that vehicle was positioned about 180 feet north of the southbound left-turn stop bar, meaning that queued vehicles occupied an average of 36 feet of turn lane space. This is due to the truck that was present and the nature of the permissive left-turn, which tends to result in more of a “rolling queue” versus a stationary queue.

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TABLE 2: COLLISION HISTORY IN PROJECT VICINITY							
Date	Location	Collision Type	Primary Collision Factor Violation	Multi-Vehicle Collision?	Injury Collision?	Fatal Collision?	Bicycle or Pedestrian Involved?
8/27/2018	Industrial Ave/ Freedom Way	Rear-End	Unsafe Speed	Yes	No	No	No
12/11/2018	Industrial Ave/Freedom Way	Broadside	Other Hazardous Movement	Yes ¹	No	No	No
1/10/2019	Industrial Ave/Freedom Way	Broadside	Improper Turning	Yes	Yes	No	No
1/11/2019	Industrial Ave/Freedom Way	Head-On	Auto R/W Violation	Yes ¹	Yes	No	No
1/28/2019	Industrial Ave/Freedom Way	Head-On	Auto R/W Violation	Yes ¹	Yes	No	No
5/18/2019	Industrial Ave/Freedom Way	Broadside	Auto R/W Violation	Yes ¹	Yes	No	No
8/1/2020	Industrial Ave/Freedom Way	Hit Object	Improper Turning	No	Yes	No	No
10/13/2020	Industrial Ave/Freedom Way	Broadside	Auto R/W Violation	Yes ¹	Yes	No	No
2/10/2021	Industrial Ave/Freedom Way	Broadside	Auto R/W Violation	Yes ¹	Yes	No	No

Notes:

1. Involved a collision between a southbound left-turning vehicle and northbound through vehicle.

Source: City of Roseville collision database, June 2018 – June 2022.

II. Project Travel Characteristics

Project Land Uses and Access

The portion of the BOCC under study is shown on **Figure 3**. As shown, this portion of BOCC is situated east of Industrial Avenue on both sides of Freedom Way. According to the site plan (source: *Blue Oaks Commerce Center*, VLMK Engineering+Design, March 2022), the following land uses are planned on each parcel:

- North Parcel – two industrial buildings with a total of 119,000 square feet of floor space.
- South Parcel – two industrial buildings with a total of 189,280 square feet of floor space.

In total, the two parcels would comprise 308,280 square feet of industrial space.

A total of 7 driveways would serve the two parcels. Driveways 1 and 2 would be situated along Industrial Avenue, driveways 3 through 6 would be situated on Freedom Way (directly opposite each other), and driveway 7 would be situated on Fidelity Way. *This study analyzes what turning movements should be allowed at Driveways 1 and 2. For analysis purposes, both driveways are assumed to permit all turning movements so as to understand travel demands, queuing, etc. under this condition.*

Driveways 1 and 2 are described in more detail below:

- Driveway 1 on Industrial Avenue – has already been constructed with curb returns and driveway apron in place. It is situated 215 feet north of Freedom Way.⁴ The driveway would be 40 feet wide, consist of a 100-foot throat depth, and have curb return radii of 20 feet. A northbound 120-foot right-turn deceleration lane is present. The southbound left-turn at the Industrial Avenue/Freedom Way intersection is 260 feet in length and extends beyond this driveway.
- Driveway 2 on Industrial Avenue – has already been constructed with curb returns and driveway apron in place. It is situated 275 feet south of Freedom Way and 340 feet north of the driveway serving 8880 Industrial Avenue.⁵ The driveway would be 40 feet wide, consist of a 100-foot throat depth, and have curb return radii of 20 feet. The driveway is situated along a section of Industrial Avenue that has a continuous 650-foot northbound acceleration/deceleration lane that becomes a right-turn lane at Freedom Way. The median of Industrial Avenue is paved with a width of 12 feet in the driveway vicinity.

The following page shows photos of each driveway.

⁴ Referenced from the near curb return of the adjacent intersection to the centerline of the driveway.

⁵ Referenced from the centerline of each driveway.

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Image 4: View looking southbound on Industrial Avenue at Driveway 1 entrance



Image 5: View looking northbound on Industrial Avenue toward Driveway 2

Trip Generation

The "Industrial Park" (Land Use Code 130) category from the *Trip Generation Manual, 11th Edition* (ITE 2021) was chosen to estimate the project's trip generation and is defined as follows:

An industrial park contains several individual industrial or related facilities. It is characterized by a mix of manufacturing, service, and warehouse facilities with a wide variation in the proportion of each type of use from one location to another. Many industrial parks contain highly diversified facilities. Some parks in the database have a large number of small businesses and others have one or two dominant industries.

Table 3 shows the project's estimated weekday AM and PM peak hour trip generation. As shown, the North and South parcels would generate a combined 104 trips during each of the AM and PM peak hours. Trips during these two periods would be highly directional, with about 80% being inbound in the AM peak hour and outbound during the PM peak hour.

TABLE 3 PROJECT TRIP GENERATION										
Land Use	ITE Code	Quantity	AM Peak Hour of Adjacent Street				PM Peak Hour of Adjacent Street			
			Trip Rate ¹	Vehicle Trips			Trip Rate ¹	Vehicle Trips		
				In	Out	Total		In	Out	Total
Industrial Park (North Parcel)	130	119 KSF	0.34	32	8	40	0.34	8	32	40
Industrial Park (South Parcel)	130	189.28 KSF	0.34	52	12	64	0.34	14	50	64
Total			-	84	20	104	-	22	82	104
Notes:										
¹ Trip rates from the <i>Trip Generation Manual, 11th Edition</i> (Institute of Transportation Engineers, 2021). Source: Fehr & Peers, 2022.										

Data from the *Trip Generation Manual* also provides insights into the relative amount of passenger vehicle versus truck traffic at industrial parks. ITE data includes truck trip rate data and total trip rate data for three specific sites. Key findings from this data were:

- During the AM peak hour, trucks ranged from 11 to 13 percent of total trips at the three sites, for an average of 12 percent trucks.
- During the PM peak hour, trucks ranged from 4 to 12 percent of total trips at the three sites, for an average of 8 percent trucks.

This suggests that about 10 trucks are expected to enter/exit the two parcels during each peak hour.

Trip Distribution

Table 4 displays the project's estimated trip distribution. As shown, separate distribution percentages were derived for passenger vehicles (i.e., primarily employee trips) versus trucks. Whereas passenger vehicles are expected to be generally oriented in proportion to the location of residences, truck trip distribution is more aligned with truck routes and key destinations.

As shown, an estimated 15% of project trips would be distributed to/from the north on Industrial Avenue. Industrial Avenue is expected to be utilized by 20% of outbound project trips to travel westbound on Blue Oaks Boulevard (via Alantown Drive) toward Foothills Boulevard.

TABLE 4 PROPOSED PROJECT TRIP DISTRIBUTION			
Trip Distribution	Passenger Vehicles	Trucks	Weighted ¹
Blue Oaks Blvd toward SR 65 (East)	50%	60%	51%
Blue Oaks Blvd toward Foothills Blvd (West)	20%	15%	20%
Industrial Avenue toward Sunset Blvd (North)	15%	15%	15%
Industrial Avenue toward Washington Blvd (South)	5%	5%	5%
Freedom Way toward Washington Blvd (South)	10%	5%	10%
Total			101% ²
Notes:			
¹ Weighting is 90% passenger vehicles and 10% trucks (see previous page).			
² Sum exceeds 100% due to rounding.			
Source: Fehr & Peers, 2022.			

Trip Assignment

It is unlikely that project trips distributed to/from the east (i.e., on SR 65 or Washington Boulevard) would use project driveways situated on Industrial Avenue given the proximity and convenience of other more easterly driveways.

Conversely, it is also possible that some trips destined for Industrial Avenue will choose to use driveways on Fidelity Way or Freedom Way, which carry considerably less traffic compared to Industrial Avenue. The traffic assignments that follow consider these behaviors.

Figure 4 shows the existing plus project volumes at the Industrial Avenue/Freedom Way intersection and Driveways 1 and 2 on Industrial Avenue. As shown, Driveways 1 and 2 would each carry 15 or fewer vehicles per hour. The project would cause very modest changes in traffic volumes at the Industrial Avenue/Freedom Way intersection.

III. Project Access Review

The project access review focuses on the following project driveway aspects:

1. Sight distance analysis for southbound left-turn at Driveway 1
2. Maximum queue lengths at Driveways 1 and 2
3. Conflict points in southbound left-turn lane on Industrial Avenue at Driveway 1

Sight Distance Analysis for Southbound Left-Turn at Driveway 1

Motorists desiring to turn left into Driveway 1 could encounter sight distance limitations due to southbound queued vehicles in the Industrial Avenue/Freedom Way southbound left-turn lane. Since Industrial Avenue is posted with a 45 mph speed limit, a design speed of 50 mph was selected for the analysis. **Figure 5** shows that under conditions present in Image 5 (i.e., queue of 5 vehicles including one truck), a southbound left-turning vehicle at Driveway 1 would have 375 feet of available sight distance. This is less than the 440 feet required (refer to Figure 5 for calculation details). Thus, insufficient sight distance would be provided for the southbound left-turn into Driveway 1.

Maximum Queue Lengths at Driveways 1 and 2

The modest volumes (15 vehicles per hour or less) turning into and out of Driveways 1 and 2 suggest that maximum queues would typically be one or two vehicles. Both driveways would have throat depths of 100 feet, which is sufficient for either four passenger vehicles, or one truck and one passenger vehicle.

It is possible to stripe a 175-foot southbound left-turn lane in the Industrial Avenue median serving Driveway 2. This would provide adequate stacking for vehicles turning into this driveway.

Conflict Points in Southbound Left-Turn at Driveway 1

Field observations revealed many motorists on southbound Industrial Avenue enter the Freedom Way left-turn at its beginning (versus merging into the lane 100 feet further south for instance). This behavior is especially common among motorists who are following a slower lead vehicle. If southbound left-turns were permitted at Driveway 1 within this turn lane, continuing southbound motorists would encounter vehicles stopped in the turn lane, waiting to turn into Driveway 1. This would introduce a clear and obvious conflict area, which could lead to an increase in rear-end collisions.

Additionally, since queued left-turning vehicles already spill back to Driveway 1, it would not be possible to stripe separate left-turn lanes serving both Driveway 1 and Freedom Way.

IV. Recommendations

Based on the data and analyses presented in this memorandum, the following recommendations are offered at each driveway:

Driveway 1

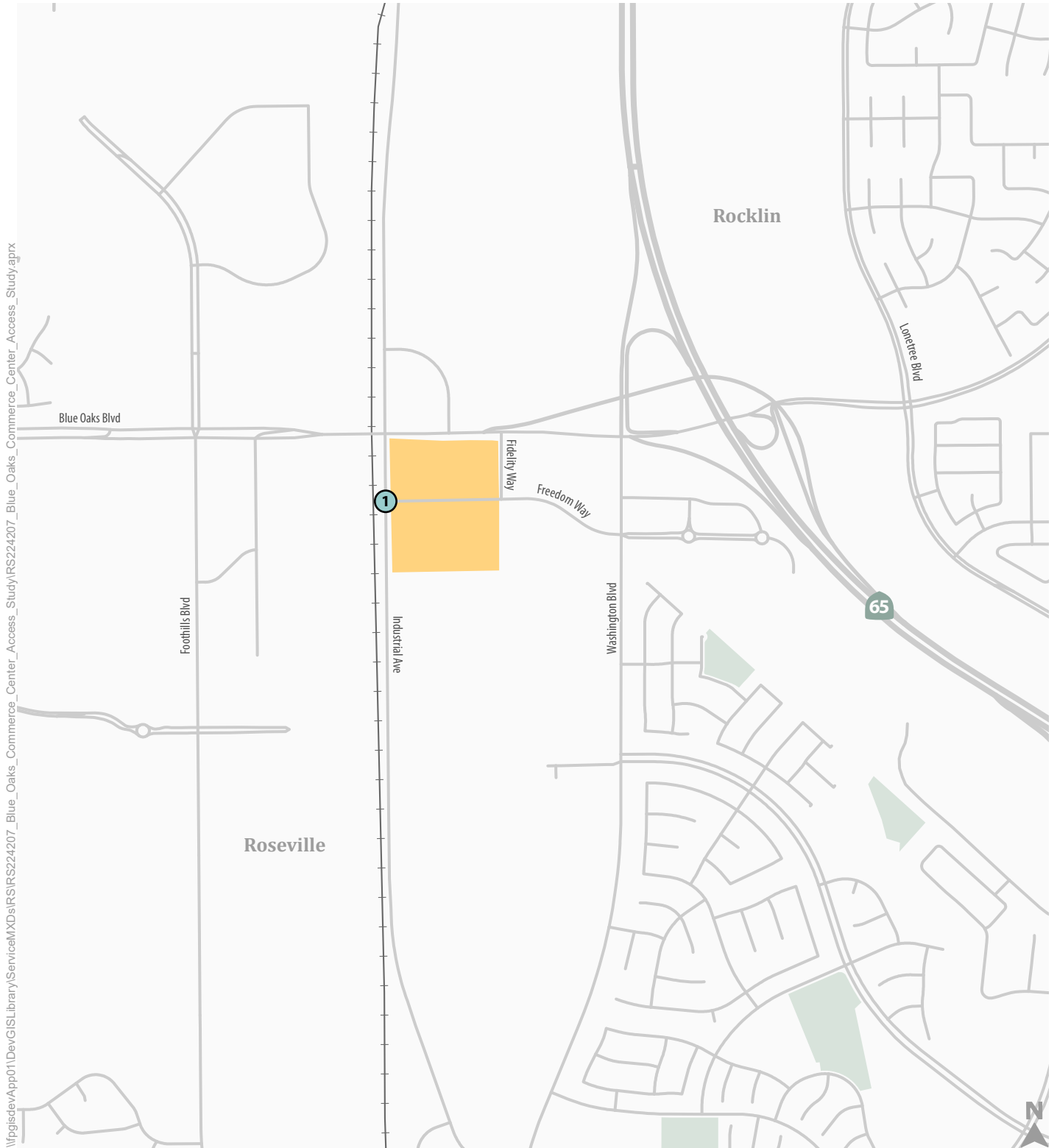
1. Restrict inbound and outbound movements to right-turns only by constructing a narrow, raised curb on the east edge of the median/left-turn lane. The raised curb would begin 100 feet north of the driveway centerline and end 75 feet south of the driveway centerline.⁶
2. Post a One Way Only sign within the raised curb visible to vehicles exiting Driveway 1.
3. Post a No U-Turn sign at the north end of the raised curb or in the adjacent median.

Driveway 2

1. Stripe a 175-foot southbound left-turn lane within the paved median to serve this driveway.
2. Permit all turning movements.

⁶

A raised curb could be constructed similar to what exists on portions of Hazel Avenue (STAA route) north of Oak Avenue in Sacramento County. The recommended extents of the raised curb consider the minimum distance required to deter direct left-turns, while also not extending the raised curb an excessive distance.

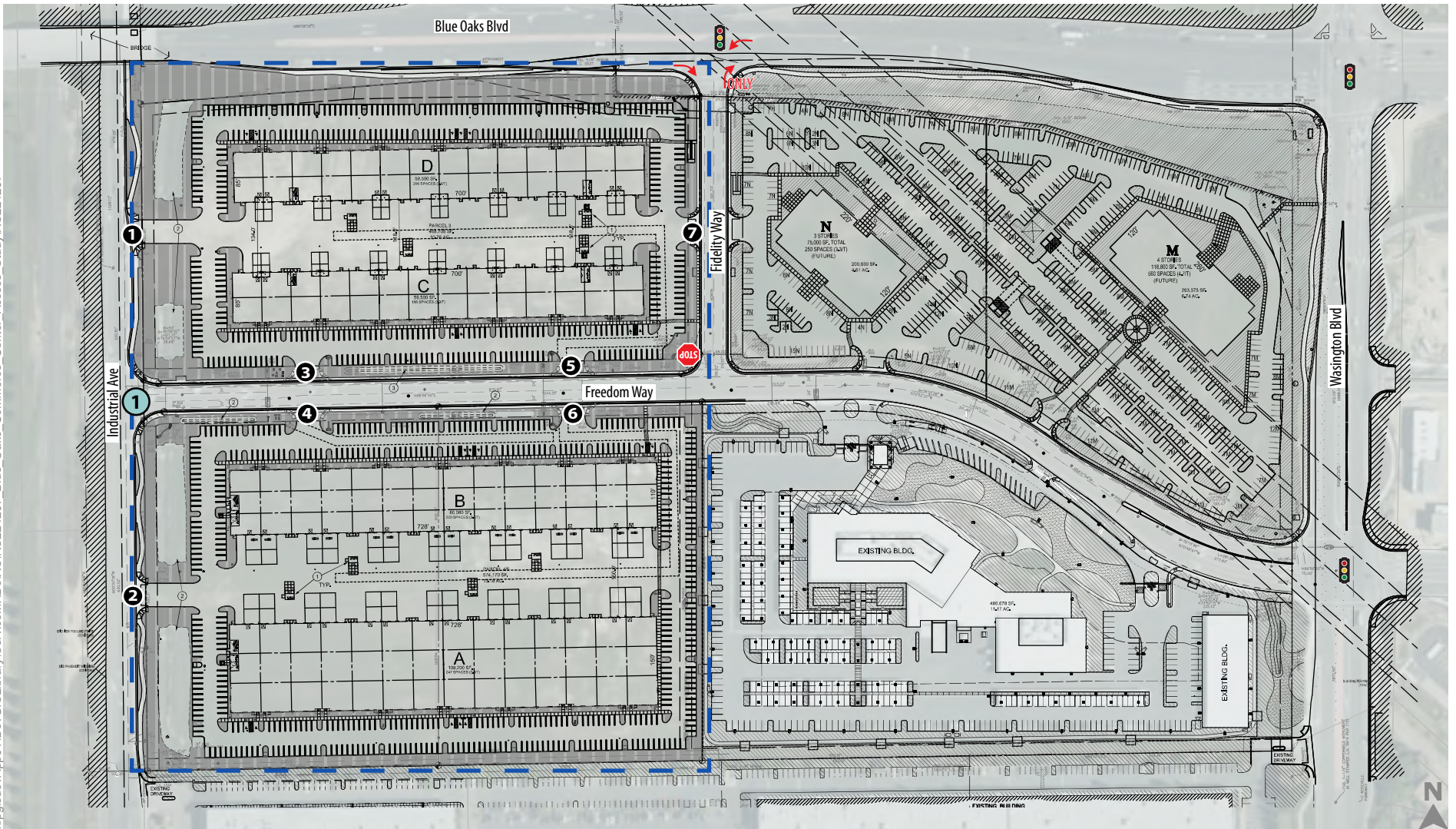


- 1 Study Intersection
- Portion of BOCC Currently Under Study

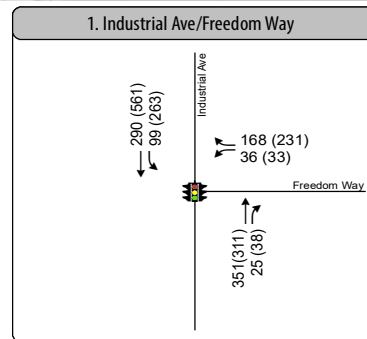
Figure 1

Project Location





- 1** Project Driveway
- [- - -]** Portion of BOCC Currently Under Study
- STOP** Stop Sign
- 🚦** Traffic Signal



- 1** Study Intersection
- ↩** Turn Lane
- AM (PM)** Peak Hour Traffic Volume
- 🚦** Traffic Signal

Figure 2

Peak Hour Traffic Volumes
and Lane Configurations -
Existing Conditions

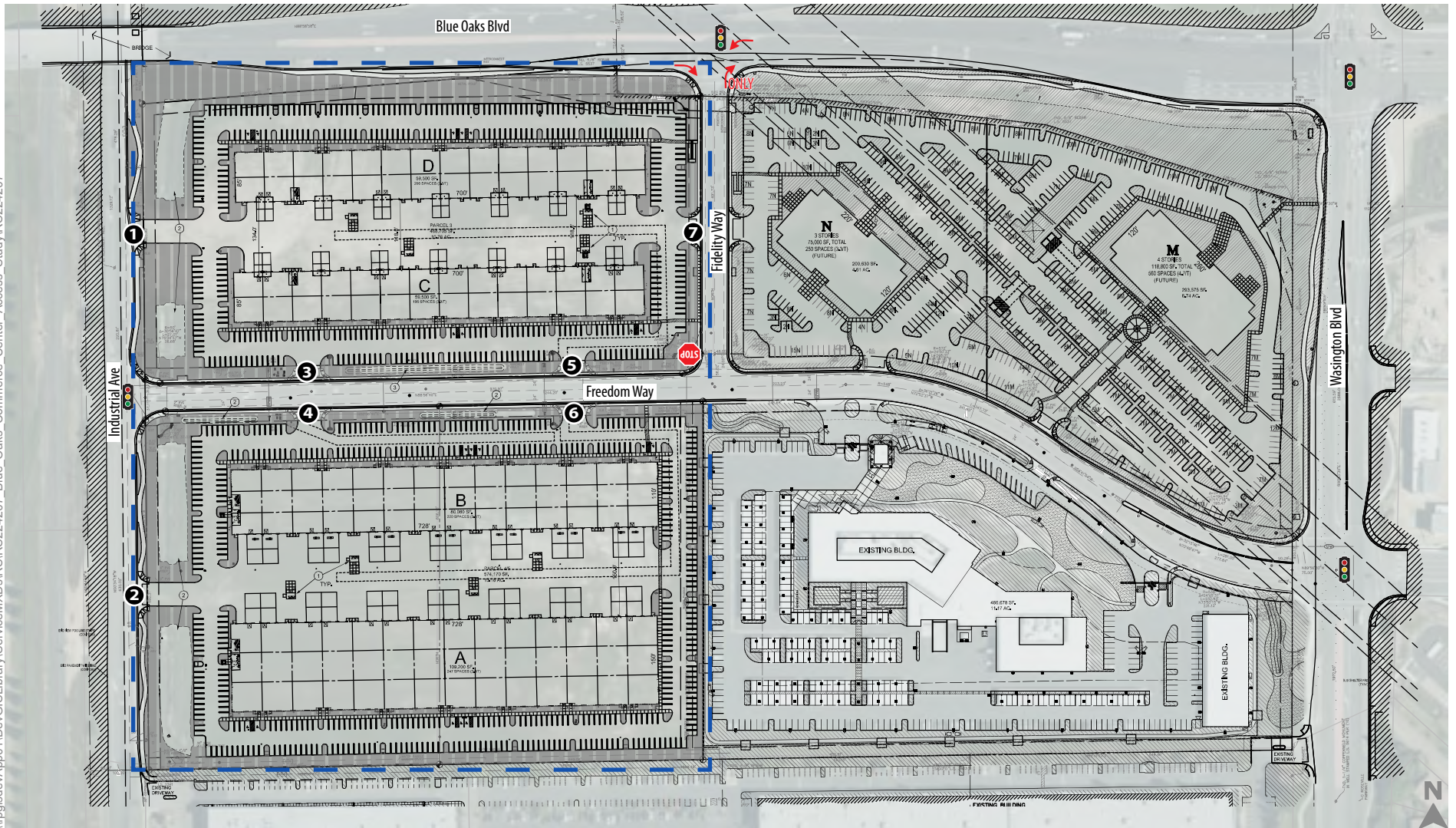


Figure 3

Project Site Plan

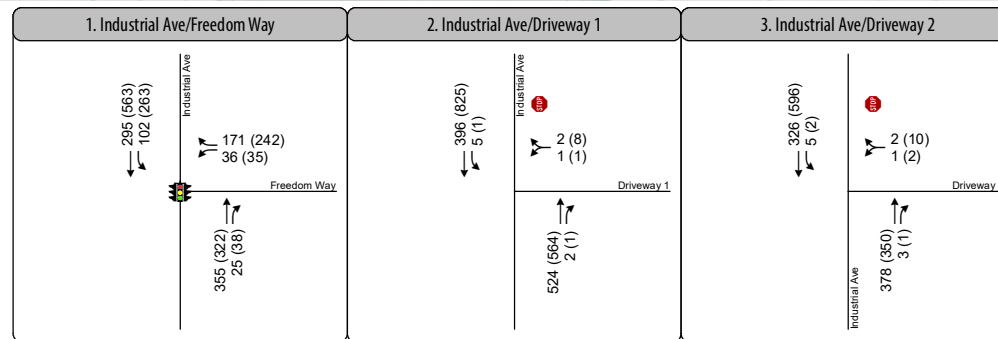
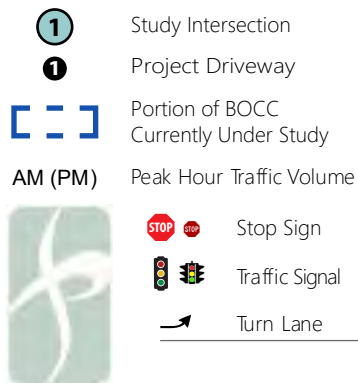
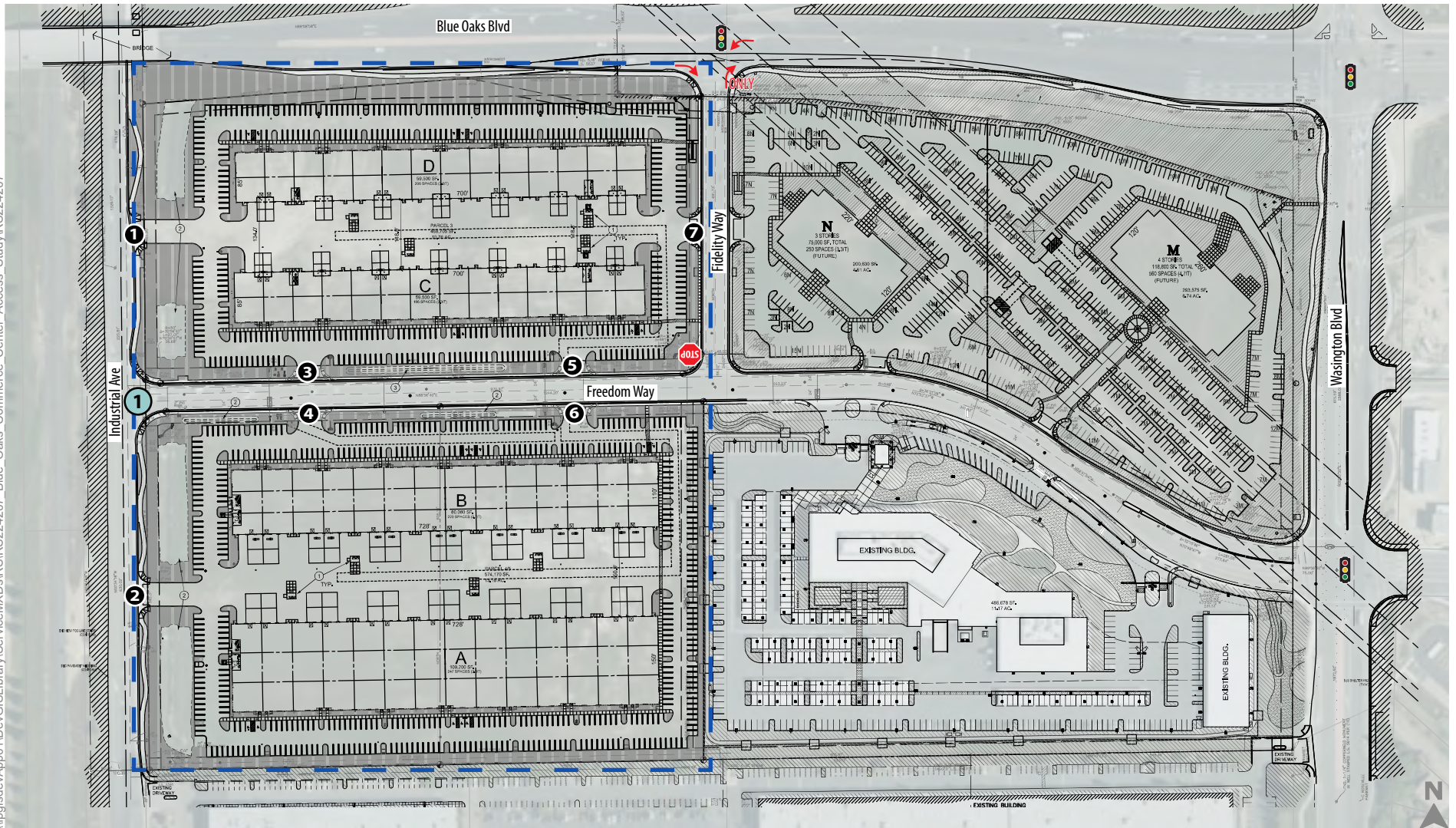
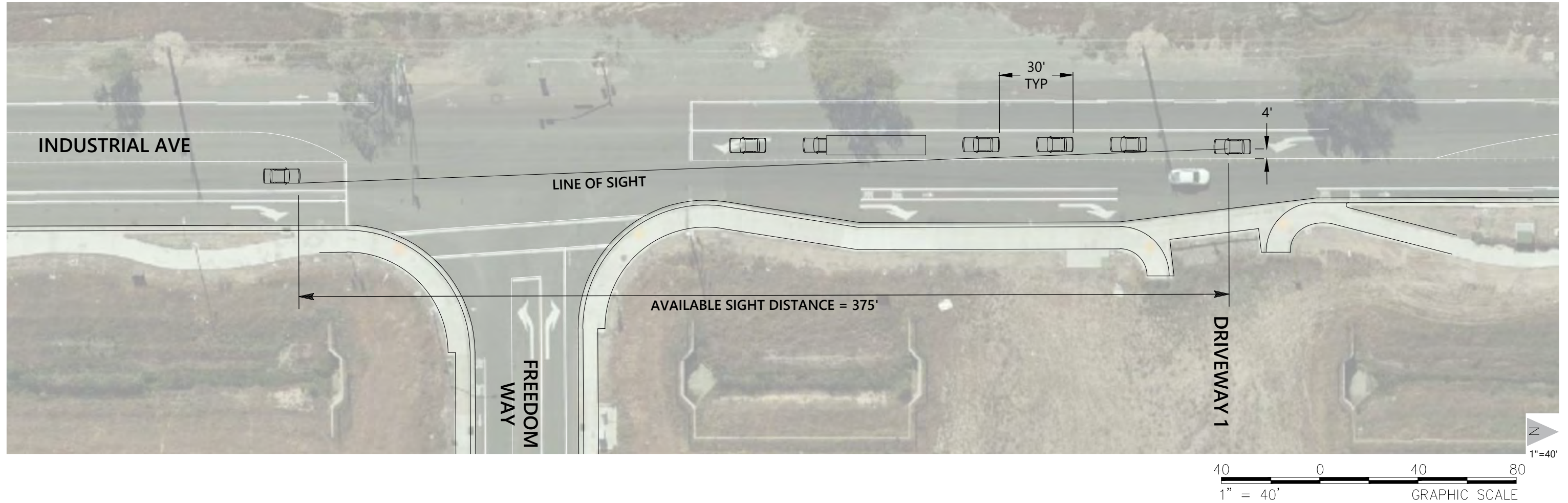


Figure 4

Peak Hour Traffic Volumes and Lane Configurations - Existing Plus Project Conditions



DESIGN SPEED

INDUSTRIAL AVENUE IS A COLLECTOR STREET WITH A POSTED SPEED LIMIT OF 45 MPH. DESIGN SPEED OF 50 MPH (5 MPH ABOVE SPEED LIMIT) ASSUMED FOR ANALYSIS.

LEFT TURN SIGHT DISTANCE

QUEUING OF VEHICLES SHOWN IS BASED ON POSITIONING AND VEHICLE TYPES OBSERVED IN THE FIELD (SEE IMAGE 2 OF TECHNICAL MEMORANDUM). NOTE THAT QUEUED VEHICLES ARE ASSUMED TO BE CENTERED IN LANE. LEFT-TURNING VEHICLE ASSUMED TO HAVE A 4-FOOT OFFSET FROM THE DRIVERS EYE TO THE LEFT STRIPE EDGE PER CITY OF ROSEVILLE DESIGN STANDARDS EXHIBIT 7-1.

REQUIRED LEFT TURN SIGHT DISTANCE = 440 FEET (CALCULATED PER 2018 AASHTO GEOMETRIC DESIGN OF HIGHWAYS AND STREETS CHAPTER 9.5.3.6 CASE F)

Figure 5
Left Turn Sight Distance at Driveway 1





Biological Resources Letter Report

Blue Oaks Commerce Center - 2200 Freedom Way

December 2022

SUMMARY

Schnitzer Properties (Owner) is proposing to complete development of the 575,505 square foot Blue Oaks Commerce Center office, industrial and retail complex (project). The City of Roseville approved the Blue Oaks Commerce Center in 2010. The Owner constructed the first project building in 2015/2016. The Owner proposes to modify the Project to complete the development of four buildings totaling approximately 310,000 square feet. Project activities would occur within Sections 21 & 22, Township 11N, Range 06E, within the Roseville USGS 7.5' Quad, Placer County Assessor's Parcel Number (APN) 017-123-090. (**Attachment A: Figure 1 – Location Map**)

Original project activities were evaluated and approved under an Initial Study/Mitigated Declaration (IS/MND). The IS/MND identified three biological Mitigation Measures (MMs) to mitigate potential project impacts. The mitigation measures generally included the requirement to obtain regulatory permits for habitat elimination, issuance of a grading permit and coverage under the CA Construction General Permit (CGP), and pre-construction presence/absence species surveys prior to construction.

After a thorough evaluation of original project documents, species data from multiple sources, and a site visit conducted by principal biologist Carol Adema to document present day site conditions; the Project biologist concluded that no new or significantly increased environmental impacts would occur secondary to the re-initiation of project activities. As such, no additional MMs beyond those identified in the original project IS/MND will be necessary, though the timing windows mentioned in MM BIO#3 have been updated to reflect present day standards, as discussed in the Conclusions and Recommendations Section.

PROJECT HISTORY & DESCRIPTION

The City of Roseville circulated the IS/MND for public review on April 29, 2010 (SCH# 2010042089), closing for comment on May 29, 2010. Project activities commenced in September 2014 with initial site preparation and grading, including the removal of naturally occurring aquatic features within the entirety of the site, removal of a portion of roadway located on the northwest corner of the project area, installation of stormwater treatment swales along the western border of the property, and concluding in 2017 with the construction of a Federal Bureau of Investigation campus on the southeast corner of the property.

As required by the MMs, the Owner obtained regulatory permits from the U.S. Army Corps of Engineers (USACE), the U.S. Fish & Wildlife Service (USFWS), the CA Regional Water Quality Control Board (RWQCB) (for both Clean Water Act (CWA) and CGP), and the CA Department of Fish and Wildlife. Mitigation credits were then purchased, as stipulated by agency permits. (**Appendix A: Regulatory Permits and Proof of**

Mitigation Purchase) Prior to re-initiation of ground disturbing activities during the migratory bird breeding season, a pre-construction survey was conducted by a qualified biologist with negative findings. **(Appendix B: Pre-construction Survey Report)**

Initial grading and compaction of the undeveloped portion of the site eliminated all 2.028 acres of naturally occurring on-site aquatic features and resulted in the installation of stormwater treatment swales along the western border of the property.

The proposed project will allow the development of four industrial buildings totaling approximately 310,000 square feet in size with associated parking, lighting, and landscaping.

PROJECT SPECIFIC IS/MND BIOLOGICAL MITIGATION MEASURES

- **MITIGATION MEASURE BIO#1:** *Prior to the issuance of a grading permit or approval of improvement plans and prior to the filling of any potential wetlands or waters of the US as identified in the wetland delineation, the applicant shall obtain appropriate permits from the US Army Corps (anticipated to be an Individual Permit). Additionally, a Clean Water Act Section 401 permit shall be obtained from the Central Valley Regional Water Quality Control Board (CVRWQCB) to ensure the proposed discharge complies with all State water quality requirements. Additionally, a Fish and Game Section 1601 permit shall be obtained for streambed alterations that are regulated by Fish & Game. The project shall implement the mitigation requirements of these permits to ensure no net loss of wetlands/waters of the US.*
- **MITIGATION MEASURE BIO#2:** *Prior to grading and excavation activities on-site, the developer shall obtain a grading permit to ensure that the project is in compliance with the City's (Roseville) best management practices for water quality control and the Storm Water Pollution Prevention Plan (SWPPP).*
- **MITIGATION MEASURE BIO#3:** *A qualified biologist shall perform pre-construction surveys for nesting birds and raptors at least 30 days in advance of construction if construction is planned during January to July. If the survey does not identify any special-status birds or raptors species, no further mitigation is required. If nesting is found to be occurring, avoid disturbance of the nest site with a suitable buffer zone. The on-site biologist shall consult with the California Department of Fish & Game to determine the size of the no-disturbance buffer (typically between 150 to 200 feet). Additionally, if Swainson's hawk are found to be using the site in any capacity, off-site mitigation would be required at a ratio deemed suitable by the CDFG.*

METHODS

On December 15, 2022, principal biologist Carol Adema conducted a survey for biological and aquatic resources present on-site within the Biological Survey Area (BSA). The nearly 26-acre BSA was created by buffering the project area a distance sufficient to analyze project impacts on adjacent resources (approximately 250-500 feet). The survey took place from approximately 1200-1600; conditions were cold and sunny with temperatures ranging from the mid- to upper-50's with a very slight north breeze. The results of the site survey and data analysis are provided and discussed on pages 4-9 of this letter report.

Prior to conducting the surveys, past environmental survey reports, maps and documents, existing databases, topographic maps, soil reports, and multiple years of aerial imagery of the BSA were reviewed, and areas of potential habitat noted. Additionally, after conducting the surveys, agency special-status species lists were reviewed, considering existing conditions observed within the BSA both during the season surveyed as well as all other times of year.

Ms. Wallen obtained lists of special-status habitats and/or species potentially occurring in the vicinity of the BSA from the USFWS Information for Planning and Consultation (IPac) as well as the USFWS National Wetlands Inventory (NWI). Additionally, a 5-mile project buffer was applied to execute a search of the CDFW California Natural Diversity Database (CNDDDB), while a 9-quadrant search (Sheridan, Pleasant Grove, Lincoln, Gold Hill, Rocklin, Citrus Heights, Roseville, Rio Linda, and Folsom) was utilized to query the California Native Plant Society's (CNPS) Online Rare and Endangered Plant Inventory. The agency lists are provided as **Appendix C: Supporting Agency Species Lists**. A map of CNDDDB occurrences within 5 miles of the project area may be found as **Attachment A: Figure 2 - CNDDDB Map**.

Ms. Wallen conducted a biological survey of the project area and surrounding habitat to examine the site for potentially sensitive biological resources. Survey methodology involved traversing meandering transects through the project area and surrounding habitat where accessible. The surveys were general in nature and were conducted to determine the presence/absence of special-status species and/or habitats within the BSA and to determine if these resources would be impacted by proposed project activities. After reviewing the original wetland delineation map, areas which had been identified as aquatic habitat prior to site alteration were specifically inspected and evaluated to ensure past features had reestablished. (**Attachment A: Figure 3 – Original Wetland Delineation Map**) A list of species encountered during the survey is included as **Attachment B: Observed Species List** and are discussed in the "Results" section.

Following the field survey, the "potential for occurrence" was determined based on the quality and types of habitats observed on-site. This discussion may be found in the "Results" Section. For plants, assuming suitable habitat is on-site, potential for occurrence is considered during the appropriate flowering period. For birds and bats, the potential for occurrence is considered during the appropriate timeframes when these species breed, forage, roost, over-winter, or stop-over in the BSA during migration. Any bird or bat species could fly over the BSA; however, this is not considered a potential for occurrence as it would not result in any impact. The categories for the potential for occurrence include:

- **None:** The species or natural community is not known to occur and has no potential to occur in the BSA based on sufficient surveys, the lack of suitable habitat (including soil, vegetation, connectivity, etc.), and/or the BSA is well outside of the known distribution of the species.
- **Low:** Potential habitat in the BSA is sub-marginal and the species is not known to occur in the vicinity of the BSA. Protocol-level surveys are not recommended.
- **Moderate:** Suitable habitat is present in the BSA and the species is known to occur in the vicinity of the BSA.
- **High:** Habitat in the BSA is highly suitable for the species and there are reliable records close to the BSA, but the species was not observed.
- **Known:** The species or natural community was detected in the BSA or a recent reliable record exists for the BSA.

EXISTING SITE CONDITIONS

The proposed project area is characterized as vacant, undeveloped land in the southwestern portion of the City of Roseville. The project area is located on the southeast corner of Blue Oaks Blvd. and Industrial Ave. and is bisected by Freedom Way; all observed to have consistent traffic moving quickly during the time of survey. The project area is bordered to the south by an industrial complex and to the east by an office complex and undeveloped field. There is also a rail line located immediately to the west of the site.

There are four man-made vegetated stormwater receiving swales located along the western border of the project area. These areas appear to be in the process of establishing some riparian vegetation, as designed, to treat site runoff water. Additionally, the swale areas are lined with an erosion control fabric that allows root establishment but prevents rodent burrows. As such, no burrows were observed within the stormwater swale areas.

The topography within the project area is characterized as nearly flat, with a gently sloped landscape south and north toward Freedom Way then heading west toward the stormwater receiving swale systems.

Secondary to site grading, habitat elimination, and compaction, no wetland features occupy the project site. Additionally, no small mammal burrows or residual soil/spoil mounds were observed anywhere within the site boundaries.

California habitat types are described in the California Wildlife Habitat Relationships (CWHR) system based on classifications created by Mayer and Laudenslayer (1988). The CWHR system was designed to aid in the mapping of habitats utilized by California's commonly occurring birds, mammals, reptiles, and amphibians. Aside from the created stormwater drainage swale areas, a single habitat type is present within the project area: Annual Grassland, which is described in further detail below. Representative site photos may be found in **Attachment C: Site Photos**.

Annual Grassland:

Annual Grassland habitat occurs throughout the entire project area. It is comprised mostly of sparse non-native annual grasses and herbaceous plant species; likely due to drought conditions combined with the compacted nature of the on-site soil post-grading. Annual grassland habitats can be found throughout California and are found on flat plains to gently rolling foothills. Annual grasslands are described as open grasslands composed primarily of annual plant species and often consist of a variety of introduced invasive species. Species composition is strongly influenced by abiotic factors and compositional changes fluctuate seasonally due to the phenology of plants found within an area. Species commonly found within annual grasslands include wild oats (*Avena fatua*), ripgut brome (*Bromis diandrus*), red brome (*Bromus madritensis*), soft chess (*Bromus hordeaceus*), wild barely (*Hordeum spp.*), foxtail fescue (*Vulpia myuros*), filaree (*Erodium spp.*), and various clovers (*Trifolium spp.*) among others.

A number of wildlife species may use annual grasslands for breeding and foraging if the habitat is suitable.

RESULTS

A table analyzing the potential for presence of a special-status species identified by resources agencies within the project area can be found in **Attachment D: Special Status Species Table**. As stated before, a list of species observed during the survey may be found in **Attachment C: Observed Species List**. Only

species with a known or historical presence on-site, that are state or federally listed, or with a moderate or high potential to occur on-site are analyzed below as part of the Results Section.

The following narrative focuses on a combination of site observations as well as the species identified in agency lists and their potential to occur within the project area. Species and habitat which originally occurred within the project area have been accounted and mitigated for as part of the original Project permitting effort. The IS/MND included applicable MMs that address special-status migratory bird species with potential to occur within the project area. There are no critical habitats within the project area.

Sensitive Natural Communities

No sensitive natural communities (SNCs) were determined to occur within the BSA. Prior to alteration, the project site hosted vernal pool, wetland, intermittent drainage, and marsh areas. However, grading of the site in 2014 successfully eliminated these features, in accordance with applicable regulatory permits. **(Appendix A - Regulatory Permits)** Additionally, though listed as having once occurred within 5 miles of the project area in the CNDDDB list, the site does not contain Alkali SNCs, nor is it adjacent to any Alkali sources/influences.

Secondary to site grading, habitat elimination, and compaction, the site has not re-established any wetland features or any other type of SNC.

Plants

The USFWS IPac listed no potential for federally listed plants within the project area, however, the CNPS list does include Sacramento orcutt grass.

Prior to site alteration, special status plant surveys were conducted on May 15 and June 26, 2006 with negative results for listed species. The December 2022 site visit, though not during the flowering window, shows the site to be inundated with the skeletal remains of invasive species such as medusahead (*Elymus caput-medusae*) and star thistle (*Centaurea solstitialis*). Other species observed on-site included common tarweed (*Hemizonia pungens*) and hairy hawkbit (*Leontodon saxatilis*). No wetland plant species were detected within the project area.

The USFWS evaluated the site for occurrence potential for Sacramento orcutt grass (*Orcuttia viscida*) and slender orcutt grass (*Orcuttia tenuis*). **(Appendix A5: USFWS Concurrence)** On March 18, 2008 the USFWS concluded that,

“The Special-Status Plant Survey did not identify either species occurring on the site, and the Service has determined that the survey was done adequately to demonstrate absence of these species. Therefore, the Service concurs that the proposed project as proposed is not likely to adversely affect the Sacramento orcutt grass and slender orcutt grass.”

The present day, post-grading and habitat elimination yields site conditions consisting of no wetland or vernal pool features. Therefore, in accordance with the USFWS, as no new information has revealed effects of the proposed action that may affect listed species in a manner or to an extent not considered, no new species with potential to occur within the site have been listed, no critical habitat has been designated that may be affected by the proposed project. There are no project description changes that would change a level of potential effect on biological resources. No further action pursuant to the Endangered Species Act is necessary. Similar to the federal ESA, with no habitat or individuals occurring historically and with habitat elimination in 2014 with present day-maintenance, there is no potential for

state-listed endangered or threatened species to occur on-site, and as such coverage under Section 2080 or 2081 of CESA is not warranted.

Invertebrates

Five federally listed invertebrates were found on the official USFWS IPac list: Monarch butterfly (*Danaus plexippus*) [Candidate], valley elderberry longhorn beetle (VELB) (*Desmocerus californicus dimorphus*) [Threatened], conservancy fairy shrimp (*Branchinecta conservatio*) [Endangered], vernal pool fairy shrimp (*Branchinecta lynchi*) [Threatened], and vernal pool tadpole shrimp (*Lepidurus packardii*) [Endangered], collectively, vernal pool crustaceans.

- **Monarch butterfly:** The Monarch overwinters in the coastal CA region and may pass through the region during migrations. The Monarch relies heavily on milkweed and flowering species during migration and breeding. While the site may have provided some flowering plants prior to wetland feature elimination, in its currently maintained state, there is no potential habitat for breeding or foraging monarchs.
- **Valley Elderberry Longhorn Beetle:** The VELB is found exclusively in blue elderberry (*Sambucus nigra* spp. *caerulea*) shrubs in California's Central Valley where the species utilizes the shrubs for all life stages. Females will lay eggs on the bark of the shrub where they hatch and the larvae will bore into a stem where it will live for one to two years, feeding on the pith. After developing, an adult beetle will exit the stem and emerge to seek a mate. The adults are not particularly strong fliers and do not appear to disperse very far.

There are no elderberry shrubs present within the BSA, nor within a distance of work to be impacted. The nearest occurrence of VELB occurrence to the project area is approximately 3.8 miles to the west in the foothill canyon areas. Both historically and in its currently maintained state, there is no potential habitat for VELB in any life stage and therefore no potential for impact.

- **Vernal Pool Crustaceans:** Vernal pool fairy shrimp, vernal pool tadpole shrimp, and conservation fairy shrimp are federally listed and as their name suggests, are dependent upon vernal pool environments.

According to a March 18, 2008 USFWS Letter (**Appendix A5 – USFWS Concurrence**),

“Service guideline-level wet season surveys were completed during the 2005-2006 and 2006-2007 seasons to determine the status of the vernal pool crustaceans on the project site. The Service has determined that, based on the methods and results outlined in the 90-day reports, the surveys were performed adequately and the conditions on the site were appropriate to demonstrate absence of these species on the project site. Therefore, the Service concurs that the proposed project as proposed is not likely to adversely affect the vernal pool crustaceans.”

The above pre-construction USFWS designation combined with post-site alteration conditions that yield no vernal features on-site, confirm there is no potential for vernal pool crustaceans within the project area. Furthermore, now that all vernal features have been removed, there is no potential for vernal pool crustaceans within the site.

Fish

The only federally listed fish species found on the official USFWS list is delta smelt (*Hypomesus transpacificus*). Central Valley steelhead (*Oncorhynchus mykiss*) is found on the CDFW CNDDDB list. Delta

smelt are confined to the Delta region of CA in estuary habitats. Central valley steelhead are found on the Sacramento River and its tributaries, favoring cold and clean water for holding and spawning.

An original feature on-site was an intermittent drainage, but it was incapable of supporting Central valley steelhead. Present day conditions, where the intermittent drainage has been converted to man-made stormwater treatment swales, has further eliminated this area as potential habitat for the lone federally listed species found on the agency lists. Therefore, there is no potential for the species to be affected by the proposed project.

Reptiles and Amphibians

No federally listed species were found on the official USFWS IPac list. One special-status species was returned by the CNDDDB search: the western spadefoot toad (WST) (*Spea hammondi*).

The WST is a relatively small, smooth skinned toad, with white and orange tipped turbercles on its back, and distinctive vertical pupils. It is named for the sharp-edged “spades” on its hind feet utilized for digging. The species occupies grassland, sage scrub, and woodland habitats from Tehama County to Baja. The species is dependent on ephemeral pools or slow-moving water courses that are predator free for breeding. Larval development can be rapid (approximately 30 days) if vernal pools are drying.

There are no vernal features or ephemeral waters found within the project area suitable to support the WST. Additionally, compacted soil would be difficult if not impossible for the WST to dig in, as noted by the absence of small mammal burrows post-grading and compaction. Therefore, the site does not provide suitable WST habitat.

Birds

No federally listed bird species were identified in the IPaC database search though it identified several listed as Birds of Conservation Concern (BCC) which are addressed in **Attachment D**. According to The USFWS, “Although the bird taxa included in the BCC 2021 are priorities for conservation action, this list makes no finding with regard to whether they warrant consideration for ESA listing.” (USFWS, 2021)

A search of CDFW’s CNDDDB identified occurrences of three state-listed threatened species: the CA black rail (CBRA) (*Laterallus jamaicensis coturniculus*), the tricolored blackbird (TRBL) (*Agelaius tricolor*), and the Swainson’s Hawk (SWHA) (*Buteo swainsoni*).

- **CA Black Rail:** The CBRA is known to inhabit saltwater, brackish, and freshwater marshes. In California, the San Francisco Bay/Delta region has all three types of marshes. Vegetation of CBRA marshes varies from almost pure pickleweed (*Salicornia sp.*) to sedges (*Carex sp.*) and saltgrass (*Distichlis sp.*) to bulrush (*Scirpus sp.*) and cattails (*Typha sp.*). In San Francisco Bay marshes the presence of the CBRA is associated with relatively high values for vegetation height, *Frankenia* (alkali-heath) abundance, and insect abundance, but with low values of amphipod abundance (Evens et al. 1986).

The lone occurrence of CBRA within 5 miles of the project area was a single adult male in 2006 located 4.9 miles west of the project area adjacent to Clover creek. Based on the lack of suitable foraging or breeding habitat combined with a lack of known occurrences adjacent to the site, project activities would not result in impacts to the CBRA.

- **Tricolored Blackbird:** Current TRBL species studies indicate that primary foraging habitats for TRBL during the breeding season include grasslands, low density shrublands (e.g., alkali scrub), pastures, dry seasonal pools, and certain agricultural crops including alfalfa and rice”. (CDFW, 2018) Tricolors will not settle without access to open water and dominant nest substrate species for TRBL include cattails, bulrushes, Himalaya blackberry, and agricultural silage. Although other plant species are used as nesting substrate, all are either flooded, spinous or otherwise defended against easy access by predators. Strips of emergent vegetation along canals are typically avoided as nest sites. If sites are hard for an observer to reach, the site it is relatively suitable. (Hamilton, 2004) Studies have also found that, “While breeding, most foraging occurs within 2–3 miles (3.2 - 4.8 km) of colony sites.” (Orians 1961, Hamilton et al. 1992)

Current site conditions do not support nesting or suitable foraging habitat and no suitable nesting habitat or open water exists within 3 miles of the project area. The nearest known occurrence of TRBL to the site is approximately 4 miles to the north. The fact that the site lacks suitable nesting or foraging habitat combined with the distance to the nearest known siting which has not been active since 2015 indicate there is no potential for TRBL, and therefore no potential for project impacts to TRBL.

- **Swainson’s Hawk:** SWHA breeding habitat includes annual grassland areas with scattered trees, large shrubs and is found peripheral to riparian areas. They will often feed in agricultural areas (Goodrich and Smith 2008, p. 120). Young are fed rodents, rabbits, and reptiles. However, when not breeding, adults feed almost exclusively on insects, primarily grasshoppers (Bechard et al. 2010). Areas they inhabit require at least small tracks of adjacent land containing lightly irrigated agricultural areas particularly with alfalfa and grass hay, or non-agricultural areas with low or moderate height vegetated areas (Wheeler 2003, p. 274).

Current site conditions are not conducive to breeding rodent populations and are not adjacent to agricultural areas. No rodents or other small mammals were observed during the site visit and no evidence of established populations (burrows) were noted on-site. This is likely due to soil compaction, which does not allow for burrowing or solid cover plant growth.

Due to a lack of suitable nesting trees or foraging habitat adjacent to or within the site, potential impacts to SWHA are unlikely.

Unlike the species listed above, the BSA may seasonally provide marginal foraging habitat for other avian species protected under the coverage offered by the MTBA. Although a few such species were observed during the survey (**Attachment C: Observed Species**), there was very little avian activity considering the time of day. This is likely due to consistent noise/disturbance from traffic and active railway to the west combined with the sparsely vegetated (and therefore highly exposed) nature of the site, which provides marginal to poor quality foraging habitat for smaller passerine species. This is likely due to the post-site compaction nature of the site which contributes to sparsely vegetated landscape, as seeds have a hard time taking in compacted soil on exposed areas. The site offers poor quality foraging habitat for raptors in general as well; likely due to the lack of small mammal burrows, secondary to site compaction. No raptors nor any prey sources for them (including roadkill) were observed during the field visit. No evidence of raptors utilizing the site for prey was detected (i.e. owl pellets, whitewash, down feathers, etc.).

Mammals

There were no special-status mammals found on any of the agency lists. Some that have potential to occur within the general region, but outside the 5-mile primarily consist of bat species such as hoary bat (*Lasiurus cinereus*), pallid bat (*Antrozous pallidus*), silver-haired bat (*Lasionycteris noctivangans*), western mastiff bat (*Eumops perotis*), and Yuma myotis (*Myotis yumanensis*).

There is no potential roosting habitat on-site and minimal potential roosting habitat located on properties adjacent to the project area for any of these species with the exception of building ledges as there are few trees, all of which are ornamental in nature, and no rocky cliffs found.

There is potential marginal to poor foraging habitat above the grassland within the BSA, however, it is of lower quality than the greater undeveloped areas to the north and wooded foothill areas to the east where a variety of habitats are present providing a more robust prey base.

Aquatic Resources

A wetland delineation was conducted for the entire original project area in 2005 and finalized in 2006 identifying 2.028 acres of aquatic features representing jurisdictional WOUS. The feature types were comprised of 9 vernal pool features (0.708 ac), 44 seasonal wetland features (0.687 ac), 7 seasonal swale features (0.246 ac), 3 seasonal marsh features (0.139 ac), and 2 intermittent drainage features (0.248 ac). **(Attachment A: Figure 3 - Original Wetland Delineation Map).**

All features were permanently removed as a result of site grading which occurred in 2014 through 2017. Present day site conditions indicate no wetland features have re-established within the project area. Only man-made stormwater treatment swales lie along the western border of the property, which will not be impacted by project work and are not jurisdictional.

CONCLUSIONS AND RECOMMENDATIONS

Present day recommendations from various regulatory agencies suggest that for the northern CA region, pre-construction avian surveys should be conducted during the typical migratory bird breeding season from February 1 through August 31 to ensure nesting activities are not disturbed by construction activities. Additionally, surveys should be conducted no more than two weeks in advance of commencement of construction and should be repeated if a lapse in construction of two weeks or greater occurs.

With adherence to the MMs from the original IS/MND including minor modifications to the timing of surveys; impacts to special status species would be eliminated, minimized, and sufficiently mitigated. Consequently, the proposed project would not result in any new significant biological resource impacts or in a substantial increase in the severity of the previously identified biological resource impacts described in the IS/MND. No additional mitigation measures are required.

Please feel free to contact me with any questions regarding this letter report via email at ademaenviro@gmail.com.

Carol Adema
Principal Biologist

Attachments

Attachment A: Figures

- *Figure 1 - Location Map (with Project and Biological Survey Areas)*
- *Figure 2 - CNDDDB Map*
- *Figure 3 - Original Wetland Delineation Map*

Attachment B: Observed Species List

Attachment C: Site Photo

Attachment D: Special Status Species Table

Appendices

Appendix A: Regulatory Permits and Proof of Mitigation Purchase

- *A1 - USACE Section 404 Individual Permit*
- *A2 - RWQCB Section 401 Water Quality Certification*
- *A3 - RWQCB CGP Notice of Intent*
- *A4 - CDFW Section 1602 Streambed Alteration Agreement*
- *A5 - USFWS Concurrence*
- *A6 - Proof of Mitigation Purchase*

Appendix B: Pre-construction Survey Report (ECORPS: March 19, 2015)

Appendix C: Supporting Agency Species Lists

- *C1 - USFWS IPac*
- *C2 - USFWS NWI Map*
- *C3 - CDFW CNDDDB 5-Mile Occurrence List*
- *C4 - CNPS 9-Quad Query Results*

REFERENCES

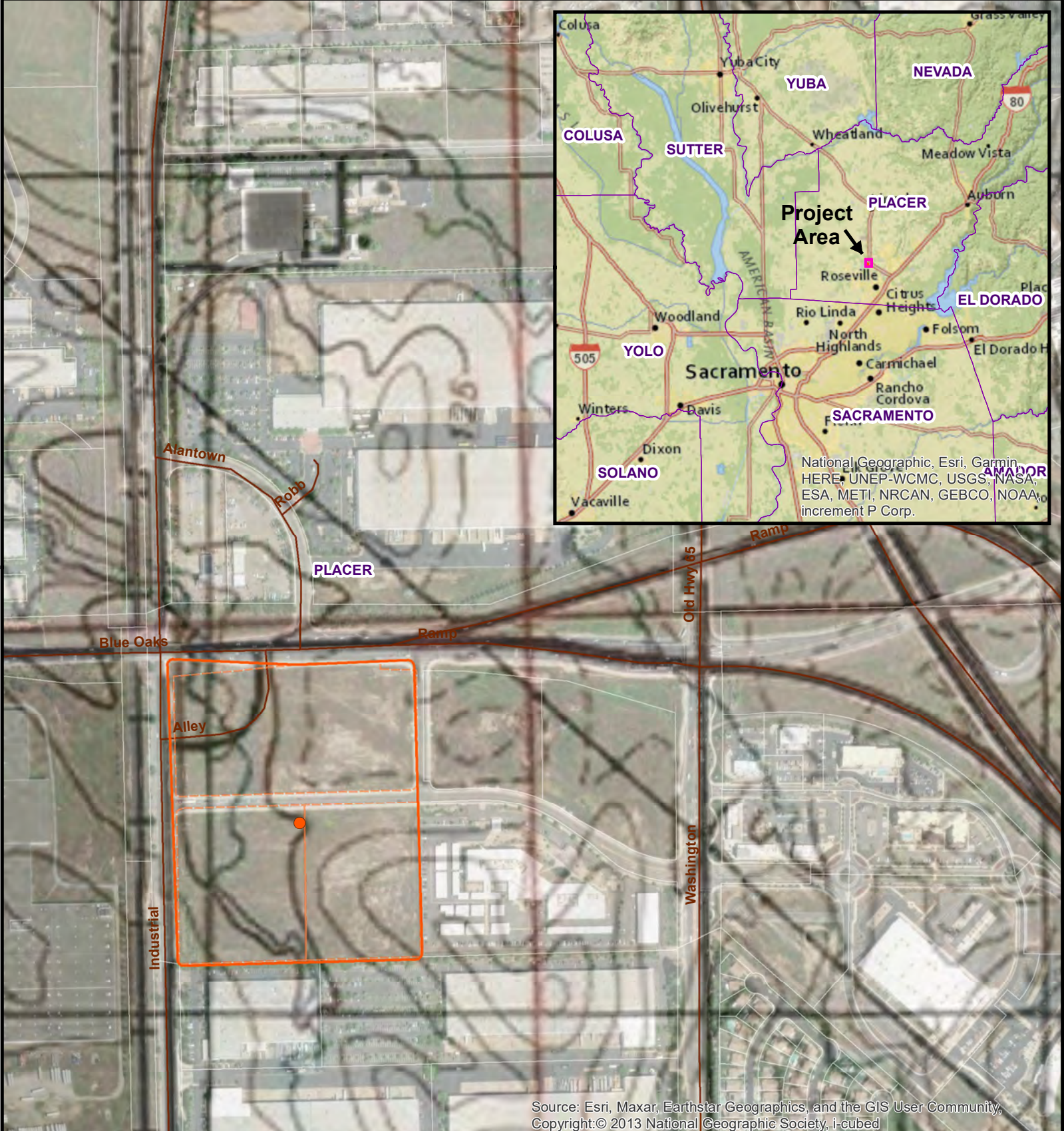
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ATTACHMENT A - FIGURES:

FIGURE 1 - BLUE OAKS COMMERCE CENTER LOCATION MAP

FIGURE 2 - BLUE OAKS COMMERCE CENTER CNDDDB MAP

FIGURE 3 - ORIGINAL WETLAND DELINEATION MAP



Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community,
Copyright:© 2013 National Geographic Society, i-cubed

Legend

- Project Center Point
- BOCC Project Parcels
- Biological Survey Area (BSA) (25.9 AC)
- Placer County Parcels
- Placer County Road Centerline
- CA Counties

Project Location Map with BSA

0
250
500
1,000

Feet

1 inch = 500 ft (printed at 8.5 x 11)

Imagery Sources: ESRI
- Maxar (4/26/2022)
- USGS Topo
Inset Imagery: ESRI
- National Geographic

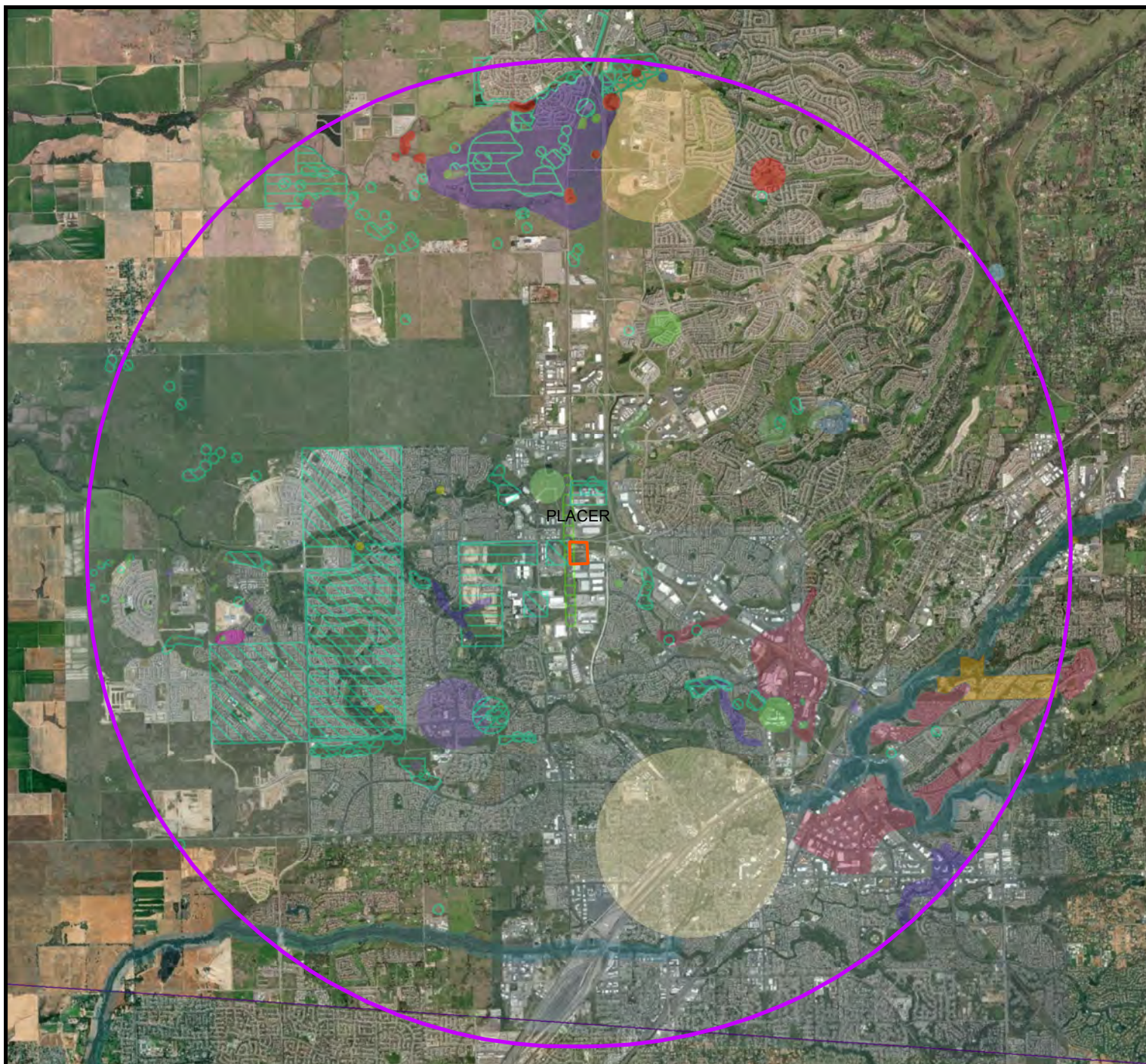
Within Sections 21 & 22,
Township 11N, Range 06E,
ROSEVILLE USGS 7.5' Quad
APN: 017-123-090

* All Parcel and boundary linework depicted are for general reference only and do not represent legal survey boundaries.



Blue Oaks Commerce Center
Schnitzer Properties
2200 Freedom Way
Roseville, Placer County, CA

Map Date: 12/16/2022 Drawn By: CJWA



Legend

Biological Survey

5-Mile Project Area Buffer

5-Mile CDFW CNDDB Selection

Common Name

Alkali Meadow

Alkali Seep

Northern Hardpan Vernal Pool

Northern Volcanic Mud Flow Vernal Pool

Boggs Lake hedge-hyssop

big-scale balsamroot

dwarf downingia

hispid salty bird's-beak

legenere

Red Bluff dwarf rush

Sanford's arrowhead

stinkbells

An andrenid bee

Ricksecker's water scavenger beetle

valley elderberry longhorn beetle

California linderiella

vernal pool fairy shrimp

vernal pool tadpole shrimp

western spadefoot

steelhead - Central Valley DPS

burrowing owl

California black rail

grasshopper sparrow

purple martin

Swainson's hawk

tricolored blackbird

white-tailed kite

Within Sections 21 & 22,
Township 11N, Range 06E,
ROSEVILLE USGS 7.5' Quad

Imagery/Data Sources:

ESRI, Maxar (4/26/2022)

CNDDB Data: CDFW (May 2021)



0 0.5 1 2 3

Miles

1 inch = 1.5 miles (printed at 8.5 x 11)

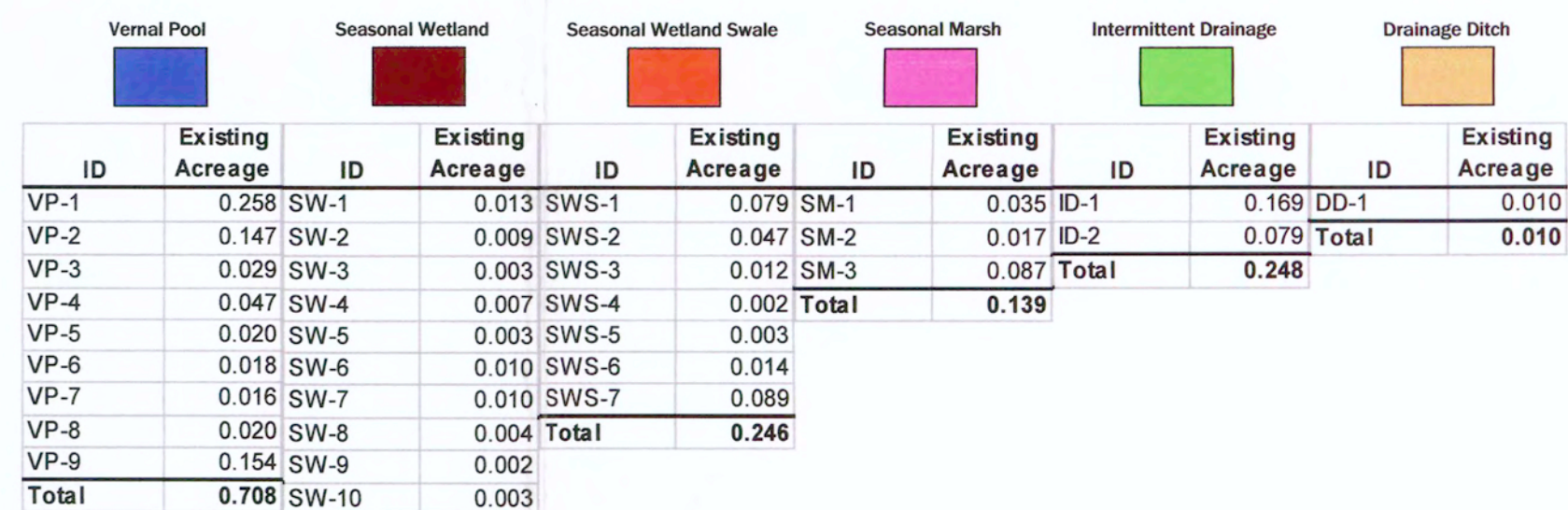
APN: 017-123-090

Map Date:
12/20/2022

Drawn By:
CJWA

CNDDB Occurences within 5 miles

Blue Oaks Commerce Center
Schnitzer Properties
- City of Roseville, Placer County, CA -



3 CRITERIA SAMPLE POINT	GPS COORDINATES LAT/LONG
△ 01	38.792274/-121.307591
△ 03	38.792793/-121.307460
△ 05	38.793211/-121.306860
△ 07	38.793616/-121.307379
△ 09	38.795119/-121.306432
△ 11	38.794563/-121.304801
△ 15	38.792239/-121.304246
△ 17	38.793003/-121.300819

3 CRITERIA SAMPLE POINT	GPS COORDINATES LAT/LONG
△ 02N 38.792223/-121.307467	
△ 04N 38.792674/-121.307318	
△ 06N 38.793224/-121.306740	
△ 08N 38.793675/-121.307519	
△ 10N 38.795015/-121.306285	
△ 12N 38.794537/-121.304615	
△ 13N 38.792821/-121.302813	
△ 14N 38.792276/-121.303191	
△ 16N 38.792254/-121.304372	
△ 18N 38.792958/-121.301018	

WD DATABASE:

PROJECT NO.: 2005-420

MAP SCALE: 1"=100'

DATE: 28 MARCH 2005

REVISION: 6/26/06

FILE NAME: BCW-WD3.dwg

WATERS OF THE U.S. ACREAGE²

CLASSIFICATION

EXISTING ACREAGE

WETLANDS:

Vernal Pool

Seasonal Wetland

Seasonal Wetland Swale

Seasonal Marsh

OTHER WATERS:

Intermittent Drainage

Drainage Ditch

TOTAL:

0.708

0.687

0.246

0.139

0.248

0.010

2.038

△

Three Criteria Sample Point

)

Culvert

[]

Project Boundary¹

NOTES

Gross project acreage: ± 50

Aerial photo source: PhotoMapper 2002

Topographic data source: Digitized from U.S.G.S. Quad

¹Boundary source:
The project boundary extents depicted on this graphic have been extracted from the GIS parcel database provided by the assessor of Sanramento County and have not been ground surveyed. North-West section adjusted to aerial. ECORP holds no liability to the accuracy of the boundary and recommends a future formal property survey.

²This exhibit depicts information and data produced in strict accord with the U.S. Army Corps of Engineers wetland delineation methods described in the 1987 Corps of Engineers Wetland Delineation Manual and conforms to specifications per the Sacramento Corps District. However, wetland boundaries have not been legally surveyed and may be subject to minor adjustments if exact locations are required.

SCALE IN FEET

050100200

SCALE: 1"=100'

VICINITY MAP



USGS: Roseville, CA 7.5 Min. Quad

NRCS SOIL TYPES



141 Corneta-fiddymnt complex, 1 to 5 percent slopes

BLUE OAKS WASHINGTON

WETLAND DELINEATION²

² Subject to U.S. Army Corps of Engineer's verification.

DATE: 28 MARCH 2005

REVISION DATE: 6/26/06

PROJECT NUMBER: 2005-420

CAD SPECIALIST: JH/KO

SCALE: 1"=100'

MAP NAME: BO-W-WD3.dwg

MAP LOCATION: X:\2005-078Blue Oaks Washington\WD

WETLAND VERIFICATION LETTER DATE:



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Redlands Office

412 East State St.

Redlands, CA 92373

Ph: 909.307.0046

ATTACHMENT B:

OBSERVED SPECIES LIST: 12/15/2022

Plants

common tarweed
hairy hawkbit
Medusa head
Yellow star thistle

Hemizonia pungens
Leontodon saxatilis
Elymus caput-medusae
Centaurea solstitialis

Birds

Ring-billed gull
Rock dove
Turkey vulture
Western kingbird
Wood Duck

Larus delawarensis
Columba livia
Carthartes aura
Tyrannus verticalis
Aix sponsa

ATTACHMENT C:

SITE PHOTOS



1

PHOTO 1: General overview of the property showing dry ground (no wetland features) within the BSA.
- Standing centrally on the east side of the northern portion of the project area facing north.

PHOTO 2: General overview of the property showing dry ground (no wetland features) within the BSA. FBI Campus visible in background.
- Standing centrally on the east side of the northern portion of the project area facing southeast.



2

PHOTO 3: General overview of the property showing dry ground (no wetland features) within the BSA.
- Standing centrally on the east side of the northern portion of the project area facing south.



3

PHOTO 3: General overview of the property showing dry ground (no wetland features) within the BSA.
- Standing centrally on the east side of the northern portion of the project area facing north.

PHOTO 4: Evidence of sediment deposition secondary of water moving across site (red arrow) toward drainage features; not ponding.



4



5



6

PHOTOS 5-6: General overview of the property showing dry ground (no wetland features) within the BSA.

PHOTO 7: Photo of stormwater treatment swale located along western edge of property just north of Freedom Way. Industrial way and rail line visible in background (red arrow)

-Standing centrally on the west side of the project area looking due south.



7



8

PHOTO 8: Photo of stormwater treatment swale located along western edge of property just north of Freedom Way. Blue Oaks Blvd. overpass visible in background (red arrow).

-Standing centrally on the west side of the project area looking due north.

PHOTO 9: General overview of the property showing dry ground (no wetland features) within the BSA. FBI Campus visible in background. Traffic visible in photo.

- Standing centrally in the northern portion of the project area facing southeast.

9



10



PHOTO 10: General overview of the property showing dry ground (no wetland features) within the BSA. Blue Oaks Blvd. with traffic visible in background.

- Standing centrally in the northern portion of the project area facing northwest.

11



12



PHOTOS 11-12: General overview of the property showing dry ground (no wetland features) within the BSA. Industrial campus to south of project area visible in background. Traffic visible in photo.

- Standing centrally in the southern portion of the project area facing southeast and south, respectively.

13



PHOTO 13: General overview of the adjacent property to the east of the project area, north of Freedom way and the FBI Campus. Area is not part of project area. Traffic visible in photo.

- Standing centrally in the northern portion of the project area facing southeast.

14



PHOTO 14: General overview of the property showing dry ground (no wetland features) within the BSA. Industrial campus to north of project area visible in background in addition to the Blue Oaks Blvd. overpass. Traffic visible in photo.

- Standing centrally in the southern portion of the project area facing north.

15



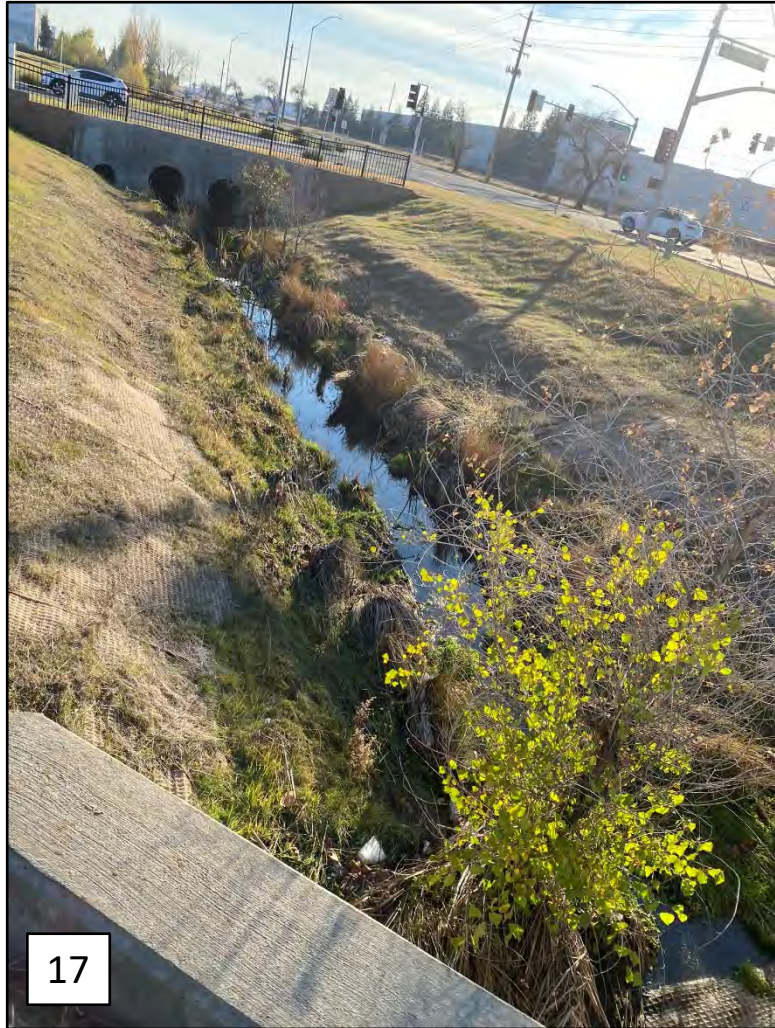
PHOTO 15: General overview of the property drainage ditch located along southern edge of northern portion of the project area. Ditch parallels Freedom way which lies immediately to the south. Traffic visible in photo.

- Standing along the southern edge of the northern portion of the project area facing east.

16



17



PHOTOS 16-18: Views of 3 stormwater treatment swales located along western edge of property: 18 just south of and 17 just north of Freedom Way. 16 is the southern most swale. Industrial Ave. and/or Freedom way visible in backgrounds as is traffic.

18

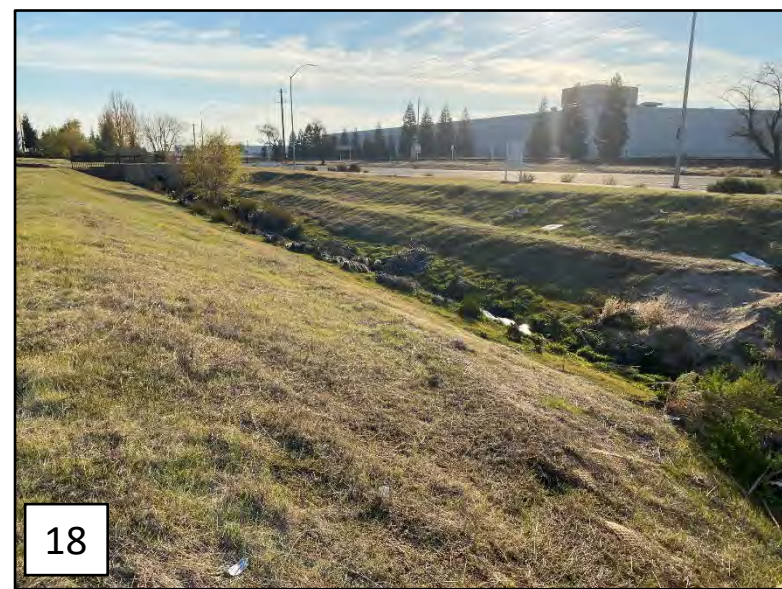


PHOTO 19: View of a Western kingbird (red arrow) foraging along the northern most stormwater treatment swale. Photo taken through binoculars.

19



ATTACHMENT D:
SPECIAL-STATUS SPECIES AND SENSITIVE NATURAL COMMUNITY EVALUATION

An analysis of special-status species listed by various agency sources with potential to occur in the survey area.

Common Name (Scientific Name)	Status Fed/State/ CNPS	Associated Habitats	Potential for Occurrence*
SENSITIVE NATURAL COMMUNITIES			
Alkali Meadow	__/_/SNC/_	Characterized by fine-grained soils that have a high residual salt content supporting a distinctive, salt tolerant plant community.	<u>None:</u> Does not occur within the BSA.
Alkali Seep	__/_/SNC/_	A seep of saline water with an area of alkali salt crystals that form when the salty water reaches the surface and evaporates.	<u>None:</u> Does not occur within the BSA.
Northern Hardpan Vernal Pool	__/_/SNC/_	Seasonally flooded depressions on impermeable soils or rock.	<u>None:</u> Any potential habitat removed (filled) 9/2014.
Northern Volcanic Mud Flow Vernal Pool	__/_/SNC/_	Seasonally flooded depressions on impermeable soils or rock.	<u>None:</u> Any potential habitat removed (filled) 9/2014.
PLANTS			
Ahart's dwarf rush (<i>Juncus leiospermus</i> var. <i>ahartii</i>)	__/_/S1	Valley and foothill grassland (mesic).	<u>None:</u> Any potential habitat removed (filled) 9/2014.
Big-scale Balsam Root (<i>Balsamorhiza macrolepis</i>)	__/_/S2	Cismontane woodlands and chaparral. Valley and Foothill grasslands. Sometimes serpentinite. (Mar-June)	<u>None:</u> No suitable habitat within the BSA.
Boggs Lake hedge-hyssop (<i>Gratiola heterosepala</i>)	__/_/S2	Marshes and swamps (shallow freshwater) and vernal pools. (Apr-Aug)	<u>None:</u> Any potential habitat removed (filled) 9/2014.
Brandegee's clarkia (<i>Clarkia biloba</i> spp. <i>brandegeae</i>)	__/_/S4	Chaparral, cismontane woodland. Lower montane coniferous forest. (May-Jun)	<u>None:</u> No suitable habitat within the BSA.
bristly leptosiphon (<i>Leptosiphon aureus</i>)	__/_/S4	Chaparral, cismontane woodland. Coastal prairie. Valley and foothill grassland. (Apr-Jun)	<u>None:</u> No suitable habitat within the BSA.
Dwarf downingia (<i>Downingia pusilla</i>)	__/_/S2	Valley and foothill grassland (mesic). Vernal pools. (Mar-May)	<u>None:</u> Any potential habitat removed (filled) 9/2014.
hispid salty bird's-beak (<i>Chloropyron mole</i> ssp. <i>hispidum</i>)	__/_/S1	Meadows and seeps. Playas. Valley and foothill grassland (Jun-Sep)	<u>None:</u> Any potential habitat removed (filled) 9/2014.
legenere (<i>Legenere limosa</i>)	__/_/S2	Vernal Pools. (Apr-Jun)	<u>None:</u> Any potential habitat removed (filled) 9/2014.
pincushion navarretia (<i>Navarretia myersii</i> ssp. <i>myersii</i>)	__/_/S2	Vernal Pools. (Apr-Jun)	<u>None:</u> Any potential habitat removed (filled) 9/2014.

ATTACHMENT D - SPECIAL-STATUS SPECIES AND SENSITIVE NATURAL COMMUNITY EVALUATION

Common Name (Scientific Name)	Status Fed/State/ CNPS	Associated Habitats	Potential for Occurrence*
Red Bluff Dwarf Rush (<i>Juncus leiospermus</i> var. <i>leiospermus</i>)	___/___/1B.1	Chaparral, cismontane woodland, meadows and seeps, valley and foothill grassland and vernal pools/vernally mesic habitats. (Mar-May)	<u>None</u> : No mesic habitat present within the BSA.
Sacramento Orcutt grass (<i>Orcuttia viscida</i>)	FE/CE/S1	Vernal Pools. (Apr-Jul)	<u>None</u> : Any potential habitat removed (filled) 9/2014.
Sanford's arrowhead (<i>Sagittaria sanfordii</i>)	___/___/S3	Marshes and swamps (shallow freshwater). (May-Oct)	<u>None</u> : No suitable habitat present within the BSA.
stinkbells (<i>Fritillaria agrestis</i>)	___/___/S3	Chaparral, cismontane woodland. Pinyon and juniper woodland. Valley and foothill grassland. (Mar-Jun)	<u>None</u> : No suitable marsh habitat present within the BSA.
valley brodiaea (<i>Brodiaea rosea</i> ssp. <i>Vallicola</i>)	___/___/S3	Valley and foothill grassland; vernal pools. (Apr-May)	<u>None</u> : Any potential habitat removed (filled) 9/2014.
INVERTEBRATES			
Andrenid bee (<i>Andrena subapasta</i>)	___/___/S1S2	Solitary ground nesters found where the flowering plants they pollinate occur.	<u>None</u> : Compacted soil and removal of vernal features eliminates suitable habitat within the BSA.
California Linderiella (<i>Linderiella occidentalis</i>)	___/___/___	Vernal pools, swales, and ephemeral freshwater habitat.	<u>None</u> : Any potential habitat removed (filled) 9/2014.
Conservancy Fairy Shrimp (<i>Branchinecta conservatio</i>)	FE/___/___	Moderately turbid, deep, cool-water vernal pool	<u>None</u> : Any potential habitat removed (filled) 9/2014.
Monarch Butterfly (<i>Danaus plexippus</i>)	Candidate/ ___/S2S3	Overwinters on CA coast, migrates through valley feeding on milkweed.	<u>Low</u> : No milkweed or historical occurrences on- site. Individuals may pass through, but no potential habitat is found in the BSA.
Ricksecker's water scavenger beetle (<i>Hydrochara rickseckeri</i>)	___/___/___	Vernal pools and other aquatic habitats in the Central Valley.	<u>None</u> : Any potential habitat removed (filled) 9/2014.
Valley Elderberry Longhorn Beetle (<i>Desmocerus californicus dimorphus</i>)	FT/___/___	Blue elderberry shrubs usually associated with riparian areas.	<u>None</u> : No elderberry plants (the sole host plant of this beetle) occur within or adjacent to the BSA.
Vernal Pool Fairy Shrimp (<i>Branchinecta lynchi</i>)	FT/___/___	Vernal pools, swales, and ephemeral freshwater habitat.	<u>None</u> : Any potential habitat removed (filled) 9/2014.
Vernal Pool Tadpole Shrimp (<i>Lepidurus packardii</i>)	FE/___/___	Vernal pools, swales, and ephemeral freshwater habitat.	<u>None</u> : Any potential habitat removed (filled) 9/2014.
FISH			
Delta Smelt (<i>Hypomesus transpacificus</i>)	FT/ST/___	Sacramento River Delta and tributaries.	<u>None</u> : No suitable or critical habitat within the BSA.
Central Valley Steelhead (<i>Oncorhynchus mykiss</i>)	FT/___/___	Sacramento and San Joaquin Rivers and their tributaries.	<u>None</u> : No suitable or critical habitat within the BSA.

ATTACHMENT D - SPECIAL-STATUS SPECIES AND SENSITIVE NATURAL COMMUNITY EVALUATION

Common Name (Scientific Name)	Status Fed/State/ CNPS	Associated Habitats	Potential for Occurrence*
AMPHIBIANS			
Western Spadefoot (<i>Spea hammondi</i>)	___/SSC/___	Grassland and woodland and vernal pools without aquatic predators for breeding.	<u>None</u> : Any potential habitat removed (filled) 9/2014.
BIRDS			
Bald Eagle (<i>Haliaeetus leucocephalus</i>)	MBTA & EA/SE/___	Lakes, rivers, estuaries, reservoirs, and some coastal habitats.	<u>None</u> : No suitable habitat present within the BSA.
Belding's Savannah Sparrow (<i>Passerculus sandwichensisbeldingi</i>)	BCR/___/___	Uncommon and local in saltmarshes of coastal southern CA.	<u>None</u> : No suitable nesting habitat present within the BSA.
Burrowing Owl (<i>Athene cunicularia</i>)	___/SSC/___	Nests in burrows in the ground, often in old ground squirrel or badger burrows, w/in open dry grassland & desert habitat.	<u>None</u> : Any potential habitat removed (filled) 9/2014.
Bullock's Oriole (<i>Icterus bullockii</i>)	BCR/___/___	Breed in riparian and open woodlands, including urban parks.	<u>None</u> : Species may pass through site, but no suitable nesting or foraging habitat exists w/in the project area.
California Black Rail (<i>Laterallus jamaicensis coturniculus</i>)	MBTA/ST/___	Yearlong resident of saline, brackish, & fresh emergent wetlands in the San Francisco Bay Area, Sacramento-San Joaquin Delta, coastal Southern CA, the Salton Sea, & lower Colorado River area.	<u>None</u> : No suitable habitat present within the BSA.
California Gull (<i>Larus californicus</i>)	BCC/___/___	Common on ponds, lakes, and coastlines. Often also seen foraging on ag lands or loitering around restaurants, parking lots, and city parking lots looking for food.	<u>Low</u> : Species may pass over site, but no suitable nesting or foraging habitat exists within the project area.
Common Yellowthroat (<i>Geothlypis trichas sinuosa</i>)	BCR/___/___	Common in a wide variety of weedy, brushy, and marshy habitats; nearly always in low wet areas.	<u>None</u> : Any potential habitat removed (filled) 9/2014.
Golden Eagle (<i>Aquila chrysaetos</i>)	MBTA & EA/SE/___	Rare in grasslands, deserts, and other open country relatively far from people, usually in mountainous areas.	<u>None</u> : Suitable habitat is not present within the BSA.
grasshopper sparrow (<i>Ammodramus savannarum</i>)	___/SSC/___	Common locally in grasslands w/scattered shrubs or weeds. Solitary and secretive; difficult to see except when singing.	<u>None</u> : Any potential habitat removed (filled) 9/2014.
Lawrence's Goldfinch (<i>Carduelis lawrencei</i>)	BCC/___/___	Remote, arid habitats of California and the Desert Southwest.	<u>None</u> : Suitable habitat is not present within the BSA.
Long-eared Owl (<i>asio otus</i>)	BCC/___/___	Uncommon. Nests in old barns and other structures. Strictly nocturnal.	<u>None</u> : Suitable habitat is not present within the BSA.
Nuttall's Woodpecker (<i>Picoides nuttallii</i>)	BCR/___/___	Uncommon. Oak and riparian woodlands.	<u>None</u> : Any potential habitat removed (filled) 9/2014.
Oak Titmouse (<i>Baeolophus inornatus</i>)	BCC/___/___	Common in open oak woods or nearby trees. Feeds on seeds and insects.	<u>None</u> : Suitable habitat is not present within the BSA.

ATTACHMENT D - SPECIAL-STATUS SPECIES AND SENSITIVE NATURAL COMMUNITY EVALUATION

Common Name (Scientific Name)	Status Fed/State/ CNPS	Associated Habitats	Potential for Occurrence*
Olive-sided Flycatcher (<i>Contopus cooperi</i>)	BCC/___/___	Uncommon. Found in boreal forests.	<u>None</u> : Suitable habitat is not present within the BSA.
Purple Martin (<i>Progne subis</i>)	___/SSC/___	Uncommon and local. Nests almost exclusively in man-made martin boxes placed in the open near water; also nests in tree cavities.	<u>None</u> : Suitable habitat is not present within the BSA.
Short-billed Dowitcher (<i>Limnodromus griseus</i>)	BCC/___/___	Common on mudflats and shallow muddy ponds along coast; uncommon to rare inland.	<u>None</u> : Suitable habitat is not present within the BSA.
Swainson's Hawk (<i>Buteo swainsoni</i>)	___/ST/___	Nests in isolated trees or riparian woodlands adjacent to suitable foraging habitat including grasslands or suitable grain or alfalfa fields, or livestock pastures.	<u>Low</u> : Species may pass over site, but no suitable nesting habitat exists within the project area.
Tri-colored Blackbird (<i>Agelaius tricolor</i>)	BCC/SSC/___	Nests in dense blackberry, cattail, tules, willow, or wild rose within emergent wetlands throughout the Central valley and foothills surrounding the valley.	<u>None</u> : No suitable nesting habitat present within the BSA.
Wrentit (<i>Chamaea fasciata</i>)	BCC/___/___	Common but difficult to see in chaparral and other dense brushy habitats.	<u>None</u> : Suitable habitat is not present within the BSA.
Yellow-billed Magpie (<i>Pica nuttalli</i>)	BCC/___/___	Common in oak savannas within limited range.	<u>None</u> : Suitable habitat is not present within the BSA.
Migratory Birds and Raptors	MBTA	Nest and forage in a variety of habitats including hardwood woodlands, coniferous forests, meadows, grasslands, and riparian.	<u>Low</u> : Birds protected by the MBTA were observed on-site, however, site provides poor nesting habitat and marginal foraging habitat.
<u>CODE DESIGNATIONS</u> CE = Candidate Endangered FE = Federally-listed Endangered FT = Federally-listed Threatened FC = Federal Candidate Species BCC = Federal Bird of Conservation Concern MBTA = protected by the federal Migratory Bird Treaty Act SE = State-listed Endangered ST = State-listed Threatened SH = Presumed extinct in California SSC = CDFW Species of Special Concern FP = CDFW Fully Protected Species SNC = CDFW Sensitive Natural Community CNPS 1B = Rare or Endangered in California or elsewhere CNPS 2 = rare or Endangered in California, more common elsewhere CNPS 3 = More information is needed CNPS 4 = Plants with limited distribution BCC = Birds of Conservation Concern BCR = Bird of Conservation Concern only in particularly Bird Conservation Regions in the continental USA *Potential for occurrence: for plants it is considered the potential to occur during the survey period; for birds and bats it is considered the potential to breed, forage, roost, over-winter, or stop-over in the BSA during migration. Any bird or bat species could fly over the BSA, but this is not considered a potential for occurrence. The categories for the potential for occurrence include:			

ATTACHMENT D - SPECIAL-STATUS SPECIES AND SENSITIVE NATURAL COMMUNITY EVALUATION

Common Name (<i>Scientific Name</i>)	<u>Status</u> Fed/State/ CNPS	Associated Habitats	Potential for Occurrence*
<u>None</u>: The species or natural community is known not to occur, and has no potential to occur in the BSA based on sufficient surveys, the lack of suitable habitat, and/or the BSA is well outside of the known distribution of the species. <u>Low</u>: Potential habitat in the BSA is sub-marginal and the species is not known to occur in the vicinity of the BSA. Protocol-level surveys are not recommended. <u>Moderate</u>: Suitable habitat is present in the BSA and the species is known to occur in the vicinity of the BSA. <u>High</u>: Habitat in the BSA is highly suitable for the species and there are reliable records close to the BSA, but the species was not observed. <u>Known</u>: Species was detected in the BSA or a recent reliable record exists for the BSA.			

APPENDIX A:

REGULATORY PERMITS AND PROOF OF MITIGATION PURCHASE

- A1 - USACE Section 404 Individual Permit
- A2 - RWQCB Section 401 Water Quality Certification
- A3 - RWQCB CGP Notice of Intent
- A4 - CDFW Section 1602 Streambed Alteration Agreement
- A5 - USFWS Concurrence
- A6 - Proof of Mitigation Purchase



DEPARTMENT OF THE ARMY
U.S. ARMY ENGINEER DISTRICT, SACRAMENTO
CORPS OF ENGINEERS
1325 J STREET
SACRAMENTO CA 95814-2922

REPLY TO
ATTENTION OF

DEPARTMENT OF THE ARMY PERMIT

Permittee: Mr. J. Randy Kyte
Harsch Investment Properties-II, LLC
P.O. Box 2708
Portland, Oregon 97208-2708

Permit Number: SPK-2005-00307

Issuing Office: U.S. Army Engineer District, Sacramento
Corps of Engineers
1325 "J" Street
Sacramento, California 95814-2922

NOTE: The term "you" and its derivatives, as used in this permit, means the permittee or any future transferee. The term "this office" refers to the appropriate district or division office of the Corps of Engineers having jurisdiction over the permitted activity or the appropriate official of that office acting under the authority of the commanding officer.

You are authorized to perform work in accordance with the terms and conditions specified below. A notice of appeal options is enclosed.

Project Description:

To impact 2.038 acres of waters of the United States (0.708 acres vernal pools and 1.33 acres seasonal wetlands), including wetlands regulated under Section 404 of the Clean Water Act, to construct a commercial and industrial business park (Blue Oaks Commerce Center) by developing 49.4 acres with 17 buildings totaling 575,505 square feet, providing a mix of office, industrial and commercial uses, and grading, parking, landscaping and lighting improvements. The local drainage through the western portion of the projects site will be realigned for water quality treatment per the drawing "Preliminary Grading Plan, Blue Oaks Commercial Center, City of Roseville, County of Placer, State of California, April 28, 2008, updated December 19, 2008". The property is located in Sections 21 & 22, Township 11 North, Range 6 East, MDB&M, in the City of Roseville, in Placer County, California.

Compensation for these impacts, a total of 2.038 acres of wetlands will be purchased at the Corps' approved Toad Hill Mitigation Bank in Placer County.

All work is to be completed in accordance with the enclosed plan(s).

Project Location:

The project site is an infill property bounded on the north by Blue Oaks Boulevard, on the west by Industrial Avenue, on the east by Washington Boulevard, and the south by an existing industrial complex in Sections 21 & 22, Township 11 North, Range 6 East, MDB&M, in the City of Roseville, in Placer County, California.

Permit Conditions:

General Conditions:

1. The time limit for completing the work authorized ends on August 19, 2016. If you find that you need more time to complete the authorized activity, submit your request for a time extension to this office for consideration at least one month before the above date is reached.
2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.
3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and state coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.
4. If you sell the property associated with this permit, you must obtain the signature of the new owner in the space provided and forward a copy of the permit to this office to validate the transfer of this authorization.
5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit. For your convenience, a copy of the certification is attached if it contains such conditions.
6. You must allow representatives from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.

Special Conditions:

1. To insure your project complies with the Federal Endangered Species Act, you must implement all of the mitigating measures identified in the enclosed Fish and Wildlife Service letter of

concurrence (Number 81420-2008-I-0286-1, dated March 18, 2008), including those ascribed to the Corps therein. If you are unable to implement any of these measures, you must immediately notify this office and the Fish and Wildlife Office so we may consult as appropriate, prior to initiating the work, in accordance with Federal law.

2. To mitigate for the loss of 2.038 acres of waters of the United States you shall purchase 0.708 credits of vernal pool and 1.33 credits of seasonal wetland at Toad Hill Mitigation Bank, a Corps approved wetland mitigation bank. Evidence of this purchase shall be provided to this office prior to proceeding with any activity otherwise authorized by this permit.

3. All terms and conditions of the 24 August 2010 Section 401 Water Quality Certification are expressly incorporated as conditions of this permit.

4. You shall design all crossings of waters of the United States as indicated on the preliminary grading plans dated 19 December 2008, which will accommodate expected high flows. You shall submit detailed plans for these crossings to the Corps of Engineers for approval prior to beginning construction

Further Information:

1. Congressional Authorities: You have been authorized to undertake the activity described above pursuant to:

☐ Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. 403).

☒ Section 404 of the Clean Water Act (33 U.S.C. 1344).

☐ Section 103 of the Marine Protection, Research and Sanctuaries Act of 1972 (33 U.S.C. 1413).

2. Limits of this authorization.

a. This permit does not obviate the need to obtain other Federal, state, or local authorizations required by law.

b. This permit does not grant any property rights or exclusive privileges.

c. This permit does not authorize any injury to the property or rights of others.

d. This permit does not authorize interference with any existing or proposed Federal projects.

3. Limits of Federal Liability. In issuing this permit, the Federal Government does not assume any liability for the following:

- a. Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.
- b. Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest.
- c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.
- d. Design or construction deficiencies associated with the permitted work.
- e. Damage claims associated with any future modification, suspension, or revocation of this permit.

4. Reliance on Applicant's Data. The determination of this office that issuance of this permit is not contrary to the public interest was made in reliance on the information you provided.

5. Reevaluation of Permit Decision. This office may reevaluate its decision on this permit at any time the circumstances warrant.

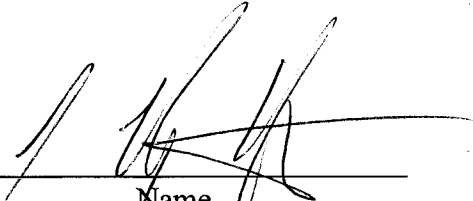
Circumstances that could require a reevaluation include, but are not limited to, the following:

- a. You fail to comply with the terms and conditions of this permit.
- b. The information provided by you in support of your permit application proves to have been false, incomplete, or inaccurate (see 4 above).
- c. Significant new information surfaces which this office did not consider in reaching the original public interest decision.

Such a reevaluation may result in a determination that it is appropriate to use the suspension, modification, and revocation procedures contained in 33 CFR 325.7 or enforcement procedures such as those contained in 33 CFR 326.4 and 326.5. The referenced enforcement procedures provide for the issuance of an administrative order requiring you comply with the terms and conditions of your permit and for the initiation of legal action where appropriate. You will be required to pay for any corrective measures ordered by this office, and if you fail to comply with such directive, this office may in certain situations (such as those specified in 33 CFR 209.170) accomplish the corrective measures by contract or otherwise and bill you for the cost.

6. Extensions. General Condition 1 establishes a time limit for the completion of the activity authorized by this permit. Unless there are circumstances requiring either a prompt completion of the authorized activity or a reevaluation of the public interest decision, the Corps will normally give favorable consideration to a request for an extension of this time limit.

Your signature below, as permittee, indicates that you accept and agree to comply with the terms and conditions of this permit.



Name
Title SVP, Dir. of Development
Permittee
Mr. J. Randy Kyte
Harsch Investment Properties-II, LLC

08/26/2011

Date

This permit becomes effective when the Federal official, designated to act for the Secretary of the Army, has signed below.



Nancy Arcady Haley
Chief, California North Branch
(For the District Engineer)

9-19-11

Date

When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. To validate the transfer of this permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below.

Name

Title

Transferee

Date



Linda S. Adams
Secretary for
Environmental
Protection

California Regional Water Quality Control Board Central Valley Region

Katherine Hart, Chair

11020 Sun Center Drive #200, Rancho Cordova, California 95670-6114
Phone (916) 464-3291 • FAX (916) 464-4645
<http://www.waterboards.ca.gov/centralvalley>



Arnold
Schwarzenegger
Governor

RECEIVED

AUG 27 REC'D

DEVELOPMENT PDX

24 August 2010

J. Randy Kyte
Harsch Investment Properties, LLC
1121 SW Salmon Street, Suite 500
Portland, OR 97205

**CLEAN WATER ACT §401 TECHNICALLY CONDITIONED WATER QUALITY
CERTIFICATION FOR DISCHARGE OF DREDGED AND/OR FILL MATERIALS FOR THE
BLUE OAKS COMMERCE CENTER (or BLUE OAKS-WASHINGTON) PROJECT,
(WDID#5A31CR00297) PLACER COUNTY**

This Order responds to your 23 June 2010 application submittal for the Water Quality Certification of a commercial and industrial development project impacting approximately 2.038 acres/1,345 linear feet of waters of the United States.

WATER QUALITY CERTIFICATION STANDARD CONDITIONS:

1. This certification action is subject to modification or revocation upon administrative or judicial review, including review and amendment pursuant to §13330 of the California Water Code and §3867 of Title 23 of the California Code of Regulations (23 CCR).
2. This certification action is not intended and shall not be construed to apply to any discharge from any activity involving a hydroelectric facility requiring a Federal Energy Regulatory Commission (FERC) license or an amendment to a FERC license unless the pertinent certification application was filed pursuant to 23 CCR subsection 3855(b) and the application specifically identified that a FERC license or amendment to a FERC license for a hydroelectric facility was being sought.
3. The validity of any non-denial certification action shall be conditioned upon total payment of the full fee required under 23 CCR §3833, unless otherwise stated in writing by the certifying agency.
4. Certification is valid for the duration of the described project. This certification is no longer valid if the project (as currently described) is modified, or coverage under Section 404 of the Clean Water Act has expired.

California Environmental Protection Agency

ADDITIONAL TECHNICALLY CONDITIONED CERTIFICATION CONDITIONS:

In addition to the four standard conditions, Harsch Investment Properties, LLC shall satisfy the following:

1. Harsch Investment Properties, LLC shall notify the Central Valley Water Quality Control Board (Central Valley Water Board) in writing 7 days in advance of the start of any in-water activities.
2. Except for activities permitted by the U.S. Army Corps under §404 of the Clean Water Act, soil, silt, or other organic materials shall not be placed where such materials could pass into surface water or surface water drainage courses.
3. All areas disturbed by project activities shall be protected from washout or erosion.
4. Harsch Investment Properties, LLC shall maintain a copy of this Certification and supporting documentation (Project Information Sheet) at the Project site during construction for review by site personnel and agencies. All personnel (employees, contractors, and subcontractors) performing work on the proposed project shall be adequately informed and trained regarding the conditions of this Certification.
5. All temporarily affected areas will be restored to pre-construction contours and conditions upon completion of construction activities.
6. Harsch Investment Properties, LLC shall perform surface water sampling: 1) When performing any in-water work; 2) In the event that project activities result in any materials reaching surface waters or; 3) When any activities result in the creation of a visible plume in surface waters. The following monitoring shall be conducted immediately upstream out of the influence of the project and 300 feet downstream of the active work area. Sampling results shall be submitted to this office within two weeks of initiation of sampling and every two weeks thereafter. The sampling frequency may be modified for certain projects with written permission from the Central Valley Water Board.

Parameter	Unit	Type of Sample	Frequency of Sample
Turbidity	NTU	Grab	Every 4 hours during in water work
Settleable Material	ml/l	Grab	Same as above.
Visible construction related pollutants	Observations	Visible Inspections	Continuous throughout the construction period

7. Activities shall not cause turbidity increases in surface water to exceed:
- (a) where natural turbidity is less than 1 Nephelometric Turbidity Units (NTUs), controllable factors shall not cause downstream turbidity to exceed 2 NTU;
 - (b) where natural turbidity is between 1 and 5 NTUs, increases shall not exceed 1 NTU;
 - (c) where natural turbidity is between 5 and 50 NTUs, increases shall not exceed 20 percent;
 - (d) where natural turbidity is between 50 and 100 NTUs, increases shall not exceed 10 NTUs;
 - (e) where natural turbidity is greater than 100 NTUs, increases shall not exceed 10 percent.

Except that these limits will be eased during in-water working periods to allow a turbidity increase of 15 NTU over background turbidity as measured in surface waters 300 feet downstream from the working area. In determining compliance with the above limits, appropriate averaging periods may be applied provided that beneficial uses will be fully protected. Averaging periods may only be assessed by prior permission of the Central Valley Water Board.

8. Activities shall not cause settleable matter to exceed 0.1 ml/l in surface waters as measured in surface waters 300 feet downstream from the project.
9. The discharge of petroleum products or other excavated materials to surface water is prohibited. Activities shall not cause visible oil, grease, or foam in the work area or downstream. Harsch Investment Properties, LLC shall notify the Central Valley Water Board immediately of any spill of petroleum products or other organic or earthen materials.
10. Harsch Investment Properties, LLC shall notify the Central Valley Water Board immediately if the above criteria for turbidity, settleable matter, oil/grease, or foam are exceeded.
11. Harsch Investment Properties, LLC shall comply with all California Department of Fish and Game 1600 requirements for the project.
12. Harsch Investment Properties, LLC must obtain coverage under the NPDES General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities issued by the State Water Resources Control Board for any project disturbing an area of 1 acre or greater.
13. The Conditions in this water quality certification are based on the information in the attached "Project Information." If the information in the attached Project Information is modified or the project changes, this water quality certification is no longer valid until amended by the Central Valley Water Board.
14. In the event of any violation or threatened violation of the conditions of this Order, the violation or threatened violation shall be subject to any remedies, penalties, process, or sanctions as provided for under State law and section 401 (d) of the federal Clean Water Act. The applicability of any State law authorizing remedies, penalties, process, or sanctions for the violation or threatened violation constitutes a limitation necessary to ensure compliance with this Order.

- a. If Harsch Investment Properties, LLC or a duly authorized representative of the project fails or refuses to furnish technical or monitoring reports, as required under this Order, or falsifies any information provided in the monitoring reports, the applicant is subject to civil, for each day of violation, or criminal liability.
 - b. In response to a suspected violation of any condition of this Order, the Central Valley Water Board may require Harsch Investment Properties, LLC to furnish, under penalty of perjury, any technical or monitoring reports the Central Valley Water Board deems appropriate, provided that the burden, including cost of the reports, shall be in reasonable relationship to the need for the reports and the benefits to be obtained from the reports.
 - c. Harsch Investment Properties, LLC shall allow the staff(s) of the Central Valley Water Board, or an authorized representative(s), upon the presentation of credentials and other documents, as may be required by law, to enter the project premises for inspection, including taking photographs and securing copies of project-related records, for the purpose of assuring compliance with this certification and determining the ecological success of the project.
15. Harsch Investment Properties, LLC shall provide a Notice of Completion (NOC) no later than 30 days after the project completion. The NOC shall demonstrate that the project has been carried out in accordance with the project's description (and any amendments approved). The NOC shall include a map of the project location(s), including final boundaries of any in situ restoration area(s), if appropriate, and representative pre and post construction photographs. Each photograph shall include a descriptive title, date taken, photographic site, and photographic orientation.
16. The mitigation measures specified in the mitigation monitoring and reporting program for the approved Mitigated Negative Declaration as they pertain to hydrology and water quality impacts, are included in this Water Quality Certification, as required by California Public Resource Code Section 21081.6 and CEQA Guidelines, California Code of Regulations Section 15097

ADDITIONAL STORM WATER QUALITY CONDITIONS:

Harsch Investment Properties, LLC shall also satisfy the following additional storm water quality conditions:

1. During the construction phase, Harsch Investment Properties, LLC must employ strategies to minimize erosion and the introduction of pollutants into storm water runoff. These strategies must include the following:
 - (a) the Storm Water Pollution Prevention Plan (SWPPP) must be prepared during the project planning and design phases and implemented, as appropriate, before construction;
 - (b) an effective combination of erosion and sediment control Best Management Practices (BMPs) must be implemented and adequately working prior to the rainy season and during all phases of construction.
2. Harsch Investment Properties, LLC must minimize the short and long-term impacts on receiving water quality from the Blue Oaks Commerce Center (aka Blue Oaks-

Washington) Project by implementing the following post-construction storm water management practices and as required by the local agency permitting the project, as appropriate:

- (a) minimize the amount of impervious surface;
 - (b) reduce peak runoff flows;
 - (c) provide treatment BMPs to reduce pollutants in runoff;
 - (d) ensure existing waters of the State (e.g., wetlands, vernal pools, or creeks) are not used as pollutant source controls and/or treatment controls;
 - (e) preserve and, where possible, create or restore areas that provide important water quality benefits, such as riparian corridors, wetlands, and buffer zones;
 - (f) limit disturbances of natural water bodies and natural drainage systems caused by development (including development of roads, highways, and bridges);
 - (g) use existing drainage master plans or studies to estimate increases in pollutant loads and flows resulting from projected future development and require incorporation of structural and non-structural BMPs to mitigate the projected pollutant load increases in surface water runoff;
 - (h) identify and avoid development in areas that are particularly susceptible to erosion and sediment loss, or establish development guidance that protects areas from erosion/ sediment loss;
 - (i) control post-development peak storm water run-off discharge rates and velocities to prevent or reduce downstream erosion, and to protect stream habitat.
3. Harsch Investment Properties, LLC must ensure that all development within the project provides verification of maintenance provisions for post-construction structural and treatment control BMPs and as required by the local agency permitting the project. Verification shall include one or more of the following, as applicable:
- (a) the developer's signed statement accepting responsibility for maintenance until the maintenance responsibility is legally transferred to another party; or
 - (b) written conditions in the sales or lease agreement that require the recipient to assume responsibility for maintenance; or
 - (c) written text in project conditions, covenants and restrictions for residential properties assigning maintenance responsibilities to a home owner's association, or other appropriate group, for maintenance of structural and treatment control BMPs; or
 - (d) any other legally enforceable agreement that assigns responsibility for storm water BMP maintenance.

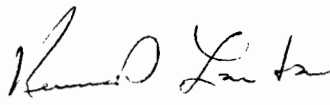
REGIONAL WATER QUALITY CONTROL BOARD CONTACT PERSON:

Skyler Anderson, Environmental Scientist
11020 Sun Center Drive #200
Rancho Cordova, California 95670-6114
sanderson@waterboards.ca.gov
(916) 464-4849

WATER QUALITY CERTIFICATION:

I hereby issue an order certifying that any discharge from the Harsch Investment Properties, LLC, Blue Oaks Commerce Center (aka Blue Oaks-Washington) Project (WDID# 5A31CR00297) will comply with the applicable provisions of §301 ("Effluent Limitations"), §302 ("Water Quality Related Effluent Limitations"), §303 ("Water Quality Standards and Implementation Plans"), §306 ("National Standards of Performance"), and §307 ("Toxic and Pretreatment Effluent Standards") of the Clean Water Act. This discharge is also regulated under State Water Resources Control Board Water Quality Order No. 2003-0017 DWQ "Statewide General Waste Discharge Requirements For Dredged Or Fill Discharges That Have Received State Water Quality Certification (General WDRs)".

Except insofar as may be modified by any preceding conditions, all certification actions are contingent on (a) the discharge being limited and all proposed mitigation being completed in strict compliance with Harsch Investment Properties, LLC's project description and the *attached Project Information Sheet*, and (b) compliance with all applicable requirements of the *Water Quality Control Plan for the Sacramento River and San Joaquin River*, Fourth Edition, revised September 2009.


for Pamela C. Creedon
Executive Officer

Enclosure: Project Information

cc: See enclosure, page 10

PROJECT INFORMATION

Application Date: 23 June 2010

Applicant: J. Randy Kyte
Harsch Investment Properties, LLC
1121 SW Salmon Street, Suite 500
Portland, OR 97205

Applicant Representatives: Cynthia Herzog
ECORP Consulting, Inc.
2525 Warren Drive
Rocklin, CA 95677

Project Name: Blue Oaks Commerce Center Project

Application Number: WDID# 5A31CR00297

Type of Project: Commercial and Industrial Development Project

Project Location: Section 21 and 22, Township 11 North, Range 6 East, MDB&M.
Latitude: 38°47'35" and Longitude: -121°18'15"

County: Placer County

Receiving Water(s) (hydrologic unit): Pleasant Grove Creek, Sacramento Hydrologic Basin, Valley-American Hydrologic Unit #519.22, Pleasant Grove HSA

Water Body Type: Wetlands, Streambed

Designated Beneficial Uses: The *Water Quality Control Plan for the Sacramento River and San Joaquin River*, Fourth Edition, revised September 2009 (Basin Plan) has designated beneficial uses for surface and ground waters within the region. Beneficial uses that could be impacted by the project include: Municipal and Domestic Water Supply (MUN); Agricultural Supply (AGR); Industrial Supply (IND), Hydropower Generation (POW); Groundwater Recharge, Water Contact Recreation (REC-1); Non-Contact Water Recreation (REC-2); Warm Freshwater Habitat (WARM); Cold Freshwater Habitat (COLD); and Wildlife Habitat (WILD).

Project Description (purpose/goal): The proposed project involves the development of a commercial and industrial business park in Roseville. The 50 acre project is located south of Blue Oaks Boulevard and Industrial Avenue. The project site is in close proximity to Highway 65 to the east. The project site is surrounded by developed commercial, industrial and residential parcels.

Wetland vegetation within the project area occurs within low-lying depressions and the bank-to-bank extent of the intermittent drainage and drainage ditches. Jurisdictional waters of the United States and waters of the State mapped a total of 2.038 acres and include: 0.708 acre of vernal pools, 0.687 acre of seasonal wetland, 0.246 acre of seasonal wetland swale and 0.139 acre of seasonal marsh. Other waters of the United States include 0.248 acre of

intermittent drainage and 0.010 acre of drainage ditch, totaling approximately 1,345 linear feet of channel.

The purposed project will permanently impact 2.038 acres of waters of the United States and waters of the state. The areas predominantly affected include a seasonal wetland area on the east side of the property, along Washington Boulevard, and vernal pools and an unnamed tributary that flows south to north through the site, along and near Industrial Avenue. The unnamed tributary enters the site from the south via a culvert from the Sierra Business Park, and exits the site into a culvert under Blue Oaks Boulevard.

Preliminary Water Quality Concerns: Construction activities may impact surface waters with increased turbidity and settleable matter.

Proposed Mitigation to Address Concerns: Harsch Investment Properties, LLC will implement Best Management Practices (BMPs) to control sedimentation and erosion. All temporary affected areas will be restored to pre-construction contours and conditions upon completion of construction activities. Harsch Investment Properties, LLC will conduct turbidity and settleable matter testing during in-water work, stopping work if the Basin Plan criteria are exceeded or are observed.

Fill/Excavation Area: Approximately 3,300 cubic yards of clean native soil will be placed into 1.78 acres of jurisdictional wetland and 0.258 acre (1,345 linear feet) of un-vegetated streambed (for a total of 2.038 acres of fill).

Dredge Volume: None

U.S. Army Corps File Number: 200500307

U.S. Army Corps of Engineers Permit Number: Individual Permit

Department of Fish and Game Streambed Alteration Agreement: Harsch Investment Properties, LLC applied for a Streambed Alteration Agreement on 1 June 2010.

Possible Listed Species: Vernal pool fairy shrimp, vernal pool tadpole shrimp

Status of CEQA Compliance: The City of Roseville approved the Mitigated Negative Declaration and filed a Notice of Determination on 4 June 2010 (State Clearinghouse Number 2010042089).

As a Responsible Agency under California Environmental Quality Act (CEQA), the Central Valley Water Board reviewed the Mitigated Negative Declaration and found that impacts to water quality were adequately addressed. Through implementation of Low Impact Development measures and mitigation at a minimum 1:1 ratio level, impacts to water quality will be mitigated to a less than significant level. Mitigation for impacts to water quality is discussed in the "Proposed Mitigation to Address Concerns" section above, and the "Compensatory Mitigation" section below.

The City of Roseville found that all other impacts to water quality were less than significant. With regard to the remaining impacts identified in the Mitigated Negative Declaration, the corresponding mitigation measures proposed are within the responsibility and jurisdiction of

another public agency, and not within the jurisdiction of the Central Valley Water Board. Such impacts and mitigation measures do not relate to water quality or related nuisance, and therefore fall outside of the Central Valley Water Board's jurisdiction.

Compensatory Mitigation: Harsch Investment Properties, LLC will pay fees required by the Army Corps of Engineers and dedicate 2.038 acres of seasonal wetland to a Wildlands Conservation Bank.

<u>Preserve</u>	<u>Impacts Mitigated</u>	<u>Acreage</u>	<u>Cost per Mitigation Value</u>	<u>Total Cost</u>
Locust Road Preserve	Vernal Pool Creation	0.708 acre	\$350,000.00	\$247,800.00
Locust Road Preserve	Seasonal Wetlands	1.33 acres	\$150,000.00	\$199,500.00
Purchase Price				\$447,300.00

Application Fee Provided: Total fees of \$14,147.00 have been submitted to the Central Valley Water Board as required by 23 CCR §3833b(3)(A) and by 23 CCR §2200(e).

DISTRIBUTION LIST

United States Army Corp of Engineers
Sacramento District Office
Regulatory Section, Room 1480
1325 J Street
Sacramento, CA 95814-2922

United States Fish & Wildlife Service
Sacramento Fish & Wildlife Office
2800 Cottage Way
Sacramento, CA 95825

Jeff Drongesen
Department of Fish and Game
1701 Nimbus Road, Suite A
Rancho Cordova, CA 95670

Bill Jennings
CA Sportfishing Protection Alliance
3536 Rainier Avenue
Stockton, CA 95204

(Electronic copy only) Bill Orme
State Water Resources Control Board
401 Certification and Wetlands Unit Chief

(Electronic copy only) Dave Smith
Wetlands Section Chief (W-3)
United States Environmental Protection Agency

Cynthia Herzog
ECORP Consulting, Inc.
2525 Warren Drive
Rocklin, CA 95677

State Water Resources Control Board

Approved Date: August 28, 2014

John Gordon

Harsch Investment Properties II LLC
1121 SW Salmon Street
Portland OR 97205

RECEIPT OF YOUR NOTICE OF INTENT (NOI)

The State Water Resources Control Board (State Water Board) has received and processed your NOI to comply with the terms of the General Permit to Discharge Storm Water Associated with Construction Activity. Accordingly, you are required to comply with the permit requirements.

The Waste Discharger Identification (WDID) number is: **5S31C370715**. Please use this number in any future communication regarding this permit.

OWNER:	SITE DESCRIPTION
DEVELOPER:	Harsch Investment Properties II LLC
SITE INFORMATION:	Harsch Investment Properties II LLC
	Blue Oaks Commerce Center
	8950 Industrial Avenue
	Roseville
TOTAL DISTURBED ACRES:	38.85
START DATE:	September 01, 2014
COMPLETION DATE:	December 30, 2016
COUNTY:	Placer

When the Owner changes , a new NOI, site map, and fee must be submitted by the new Owner. As the previous owner, you are required to submit a Notice of Termination (NOT) to the local Regional Water Board stating you no longer own or operate the Site and coverage under the General Permit is not required. Unless notified, you will continue and are responsible to pay the annual fee invoiced each July.

If you have any questions regarding permit requirements, please contact your Regional Water Board at 916-464-3291 . Please visit the storm water web site at http://www.waterboards.ca.gov/water_issues/programs/stormwater/ to obtain an NOT and other storm water related information and forms.

Sincerely,

Storm Water Section
Division of Water Quality

CALIFORNIA DEPARTMENT OF FISH AND GAME

North Central Region
1701 Nimbus Road, Suite A
Rancho Cordova, CA 95670-4599
916-358-2900



Streambed Alteration Agreement
Notification No. 1600-2010-0104 -R2
Unnamed tributary and drainage to Pleasant Grove Creek
Harsch Investment Properties-11 LLC
Blue Oaks Commerce Center

This Streambed Alteration Agreement (Agreement) is entered into between the California Department of Fish and Game (DFG) and Harsch Investment Properties-11 LLC (Permittee) as represented by J. Randy Kyte.

RECITALS

WHEREAS, pursuant to Fish and Game Code (FGC) section 1602, Permittee notified DFG on 23 June, 2010 that Permittee intends to complete the project described herein.

WHEREAS, pursuant to FGC section 1603, DFG has determined that the project could substantially adversely affect existing fish or wildlife resources and has included measures in the Agreement necessary to protect those resources.

WHEREAS, Permittee has reviewed the Agreement and accepts its terms and conditions, including the measures to protect fish and wildlife resources.

NOW THEREFORE, Permittee agrees to complete the project in accordance with the Agreement.

PROJECT LOCATION

The project is located at an unnamed tributary and drainage to Pleasant Grove Creek with associated wetlands, in the County of Placer, State of California; Latitude 38 degrees 47 minutes 35 seconds North, Longitude 121 degrees 18 minutes 15 seconds West.

PROJECT DESCRIPTION

The project is limited to fill of approximately 0.54 acres of interconnected seasonal drainage, grassy swale, wetlands and marsh which drain to Pleasant Grove Creek. All drainage water flowing onto the site from adjacent property will be directed through a drainage system into a created grassy swale area on the western edge of the property where it will be allowed to naturally flow into Pleasant Grove Creek. As a result of the fill activities all wetland and marsh habitat and vegetation on the site will be removed.

A handwritten signature in blue ink, appearing to be "J. Randy Kyte", written over the version number.

PROJECT IMPACTS

Existing fish or wildlife resources the project could substantially adversely affect include: marsh nesting avian species, amphibians, and other aquatic and terrestrial plant and wildlife species.

The adverse effects the project could have on the fish or wildlife resources identified above include: permanent loss of habitat, potential increases in turbidity in Pleasant Grove Creek through loss of natural settling actions from wetlands and marsh.

STREAM ZONE DEFINED

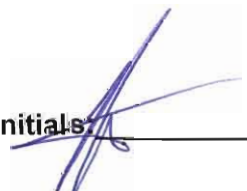
The Stream Zone comprises all components of a stream, including the channel, bed, banks, and floodplains. The Stream Zone is the land, including vegetation, that bounds a lake or the channel of a stream and that defines the lateral extent of their waters.

MEASURES TO PROTECT FISH AND WILDLIFE RESOURCES

1. Administrative Measures

Permittee shall meet each administrative requirement described below.

- 1.1 Documentation at Project Site. Permittee shall make the Agreement, any extensions and amendments to the Agreement, and all related notification materials and California Environmental Quality Act (CEQA) documents, readily available at the project site at all times and shall be presented to DFG personnel, or personnel from another state, federal, or local agency upon request.
- 1.2 Providing Agreement to Persons at Project Site. Permittee shall provide copies of the Agreement and any extensions and amendments to the Agreement to all persons who will be working on the project at the project site on behalf of Permittee, including but not limited to contractors, subcontractors, inspectors, and monitors.
- 1.3 Notification of Conflicting Provisions. Permittee shall notify DFG if Permittee determines or learns that a provision in the Agreement might conflict with a provision imposed on the project by another local, state, or federal agency. In that event, DFG shall contact Permittee to resolve any conflict.
- 1.4 Project Site Entry. Permittee agrees that DFG personnel may enter the project site to verify compliance with the Agreement. DFG personnel may only enter the project site when it is safe to do so. When appropriate, DFG personnel shall contact the Permittee prior to entering the construction area.

Initials: 

- 1.5 Authorized Work. The notification, together with all supporting documents submitted with the notification, is hereby incorporated into this agreement to describe the location and features of the proposed project. The Permittee agrees that all work shall be done as described in the notification and supporting documents, incorporating all project modifications, wildlife resource protection features, mitigation measures, and provisions as described in this agreement. Where apparent conflicts exist between the notification and the provisions listed in this agreement, the Permittee shall comply with the provisions listed in this agreement. The Permittee further agrees to notify DFG of any modifications made to the project plans submitted to DFG. At the discretion of DFG, this agreement will be amended to accommodate modifications to the project plans submitted to DFG and/or new project activities.

2. Avoidance and Minimization Measures

To avoid or minimize adverse impacts to fish and wildlife resources identified above, Permittee shall implement each measure listed below.

- 2.1 Work Period. The time period for completing the work within the stream zone shall be restricted to periods of low stream flow and dry weather. Construction activities shall be timed with awareness of precipitation forecasts and likely increases in stream flow. Construction activities within the stream zone shall cease until all reasonable erosion control measures, inside and outside of the stream zone, have been implemented prior to all storm events. Revegetation, restoration and erosion control work is not confined to this time period.
- 2.2 Work Period Extensions. At DFG's discretion, the work period may be extended based on the extent of the work remaining, on site conditions and reasonably anticipated future conditions. If the Permittee finds more time is needed to complete the authorized activity, the Permittee shall submit a written request for a work period time extension to DFG. The work period extension request shall provide the following information: 1) Describe the extent of work already completed; 2) Provide specific detail of the activities that remain to be completed within the stream zone; and 3) Detail the actual time required to complete each of the remaining activities within the stream zone. The work period extension request should consider the effects of increased stream conditions, rain delays, increased erosion control measures, limited access due to saturated soil conditions, and limited growth of erosion control grasses due to cool weather. Photographs of the work completed and the proposed work areas are helpful in assisting DFG in its evaluation. Time extensions are issued at the discretion of DFG. DFG will have ten calendar days to approve the proposed work period extension. DFG reserves the right to require additional measures designed to protect natural resources.
- 2.3 Stream Diversions / Dewatering. If work in the flowing portion of the stream is unavoidable, the entire stream flow shall be diverted around or through the work area during the excavation and/or construction operations. Stream flow shall be

Initials: _____

diverted using gravity flow through temporary culverts/pipe's or pumped around the work site with the use of hoses. When any dam or other artificial obstruction is being constructed, maintained, or placed in operation, sufficient water shall at all times be allowed to pass downstream to maintain aquatic life below the dam pursuant to Fish and Game Code section 5937. The temperature of the diverted water will not be allowed to become elevated such that it may be deleterious to aquatic organisms downstream. The dissolved oxygen concentration of the diverted water will not be allowed to drop to a level that may be deleterious to downstream aquatic life. Any temporary dam or other artificial obstruction constructed shall only be built from clean materials such as sandbags, gravel bags, water dams, or clean/washed gravel which will cause little or no siltation.

- 2.4 Bird Nests. It is unlawful to take, possess, or needlessly destroy the nest or eggs of any bird except as otherwise provided by the Fish and Game Code. No trees that contain active nests of birds shall be disturbed until all eggs have hatched and young birds have fledged without prior consultation and approval of a Department representative.
- 2.5 Vegetation Removal. Disturbance or removal of vegetation shall not exceed the minimum necessary to complete operations. Except for the trees specifically identified for removal in the notification, no native trees with a trunk diameter at breast height (DBH) in excess of four (4) inches shall be removed or damaged without prior consultation and approval of a Department representative. Using hand tools (clippers, chain saw, etc.), trees may be trimmed to the extent necessary to gain access to the work sites. All cleared material/vegetation shall be removed out of the riparian/stream zone.
- 2.6 Sediment Control. Precautions to minimize turbidity/siltation shall be taken into account during project planning and implementation. This may require the placement of silt fencing, coir logs, coir rolls, straw bale dikes, or other siltation barriers so that silt and/or other deleterious materials are not allowed to pass to downstream reaches. Passage of sediment beyond the sediment barrier(s) is prohibited. If any sediment barrier fails to retain sediment, corrective measures shall be taken. The sediment barrier(s) shall be maintained in good operating condition throughout the construction period and the following rainy season. Maintenance includes, but is not limited to, removal of accumulated silt and/or replacement of damaged silt fencing, coir logs, coir rolls, and/or straw bale dikes. **The use of monofilament netting based erosion control blankets is prohibited within the stream zone or associated riparian areas.** The Permittee is responsible for the removal of non-biodegradable silt barriers (such as plastic silt fencing) or the netting surrounding coir logs and/or rolls, after the disturbed areas have been stabilized with erosion control vegetation (usually after the first growing season). Upon Department determination that turbidity/siltation levels resulting from project related activities constitute a threat to aquatic life, activities associated with the turbidity/siltation shall be halted until effective Department approved control devices are installed or abatement procedures are initiated.

Initials: _____

- 2.7 Pollution Control. Utilize Best Management Practices (BMPs) to prevent spills and leaks into water bodies. If maintenance or refueling of vehicles or equipment must occur on-site, use a designated area and/or a secondary containment, located away from drainage courses to prevent the runoff of storm water and the runoff of spills. Ensure that all vehicles and equipment are in good working order (no leaks). Place drip pans or absorbent materials under vehicles and equipment when not in use. Ensure that all construction areas are covered by a site-wide spill response plan and have proper spill clean up materials (absorbent pads, sealed containers, booms, etc.) to contain the movement of any spilled substances. Any other substances which could be hazardous to aquatic life, resulting from project related activities, shall be prevented from contaminating the soil and/or entering the waters of the state. Any of these materials, placed within or where they may enter a stream or lake by the Applicant or any party working under contract or with the permission of the Permittee, shall be removed immediately. DFG shall be notified immediately by the Permittee of any spills and shall be consulted regarding clean-up procedures.

3. Compensatory Measures

To compensate for adverse impacts to fish and wildlife resources identified above that cannot be avoided or minimized, Permittee shall implement each measure listed below.

- 3.1 Site Restoration. All exposed/disturbed areas and access points within the stream zone left barren of vegetation as a result of the construction activities shall be restored using locally native grass seeds, locally native grass plugs and/or a mix of quick growing sterile non-native grass with locally native grass seeds. Seeded areas shall be covered with broadcast straw and/or jut netted (**monofilament erosion blankets are not authorized**). Riparian trees and native shrubs removed as a result of construction activities shall be mitigated on site to maximum extent possible.
- 3.2 Mitigation Credits. The applicant shall purchase mitigation credits at an approved area mitigation bank at the rate of 1 to1 for habitat removed as a result of the project. The applicant shall submit proof of purchase of the mitigation credits **prior** to the Department's signing of this agreement.

4. Reporting Measures

Permittee shall meet each reporting requirement described below.

- 4.1 The Permittee shall notify DFG within two working days of beginning work within the stream zone of an unnamed tributary and drainage to Pleasant Grove Creek with associated wetlands. Notification shall be submitted as instructed in Contact Information section below. Email notification is preferred.

Initials: _____



- 4.2 Upon completion of the project activities described in this agreement, the work area within the stream zone shall be digitally photographed. Photographs shall be submitted to DFG within two days of completion. Photographs and project commencement notification shall be submitted as instructed in Contact Information section below. Email submittal is preferred.

CONTACT INFORMATION

Any communication that Permittee or DFG submits to the other shall be in writing and any communication or documentation shall be delivered to the address below by U.S. mail, fax, or email, or to such other address as Permittee or DFG specifies by written notice to the other. Refer to the project's Notification Number when submitting documents to DFG.

To Permittee:

Harsch Investment Properties-11 LLC
J. Randy Kyte
1121 SW Salmon Street, Suite 500
Portland, OR 97205
(503) 226-8523
randyk@harsch.com

To DFG:

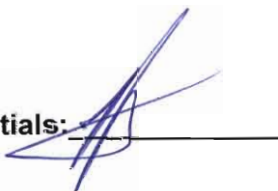
Department of Fish and Game
North Central Region
1701 Nimbus Road, Suite A
Rancho Cordova, CA 95670
Attn: Lake and Streambed Alteration Program
Notification #1600-2010-0104 R2
Fax: 916-358-2912
bhosea@dfg.ca.gov

LIABILITY

Permittee shall be solely liable for any violations of the Agreement, whether committed by Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents or contractors and subcontractors, to complete the project or any activity related to it that the Agreement authorizes.

This Agreement does not constitute DFG's endorsement of, or require Permittee to proceed with the project. The decision to proceed with the project is Permittee's alone.

Initials: _____



SUSPENSION AND REVOCATION

DFG may suspend or revoke in its entirety the Agreement if it determines that Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, is not in compliance with the Agreement.

Before DFG suspends or revokes the Agreement, it shall provide Permittee written notice by certified or registered mail that it intends to suspend or revoke. The notice shall state the reason(s) for the proposed suspension or revocation, provide Permittee an opportunity to correct any deficiency before DFG suspends or revokes the Agreement, and include instructions to Permittee, if necessary, including but not limited to a directive to immediately cease the specific activity or activities that caused DFG to issue the notice.

ENFORCEMENT

Nothing in the Agreement precludes DFG from pursuing an enforcement action against Permittee instead of, or in addition to, suspending or revoking the Agreement.

Nothing in the Agreement limits or otherwise affects DFG's enforcement authority or that of its enforcement personnel.

OTHER LEGAL OBLIGATIONS

This Agreement does not relieve Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, from obtaining any other permits or authorizations that might be required under other federal, state, or local laws or regulations before beginning the project or an activity related to it.

This Agreement does not relieve Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, from complying with other applicable statutes in the FGC including, but not limited to, FGC sections 2050 et seq. (threatened and endangered species), 3503 (bird nests and eggs), 3503.5 (birds of prey), 5650 (water pollution), 5652 (refuse disposal into water), 5901 (fish passage), 5937 (sufficient water for fish), and 5948 (obstruction of stream).

The Permittee shall notify DFG where conflicts exist between the provisions of this agreement and those imposed by other regulatory agencies. Unless otherwise notified, the Permittee shall comply with the provision that offers the greatest protection to water quality, species of special concern and/or critical habitat.

Initials: 

Nothing in the Agreement authorizes Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, to trespass.

AMENDMENT

DFG may amend the Agreement at any time during its term, provided the amendment is mutually agreed to in writing by Permittee and DFG.

TRANSFER AND ASSIGNMENT

This Agreement may not be transferred or assigned to another entity, and any purported transfer or assignment of the Agreement to another entity shall not be valid or effective, unless the transfer or assignment is requested by Permittee in writing, as specified below, and thereafter DFG approves the transfer or assignment in writing.

The transfer or assignment of the Agreement to another entity shall constitute a minor amendment, and therefore to request a transfer or assignment, Permittee shall submit to DFG a completed DFG "Request to Amend Lake or Streambed Alteration" form and include with the completed form payment of the minor amendment fee identified in DFG's current fee schedule (see Cal. Code Regs., tit. 14, § 699.5).

EXTENSIONS

In accordance with FGC section 1605(b), Permittee may request one extension of the Agreement, provided the request is made prior to the expiration of the Agreement's term. To request an extension, Permittee shall submit to DFG a completed DFG "Request to Extend Lake or Streambed Alteration" form and include with the completed form payment of the extension fee identified in DFG's current fee schedule (see Cal. Code Regs., tit. 14, § 699.5). DFG shall process the extension request in accordance with FGC 1605(b) through (e).

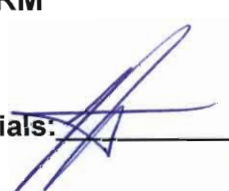
If Permittee fails to submit a request to extend the Agreement prior to its expiration, Permittee must submit a new notification and notification fee before beginning or continuing the project the Agreement covers (Fish & G. Code, § 1605, subd. (f)).

EFFECTIVE DATE

The Agreement becomes effective on the date of DFG's signature, which shall be: 1) after Permittee's signature; 2) after DFG complies with all applicable requirements under the California Environmental Quality Act (CEQA); and 3) after payment of the applicable FGC section 711.4 filing fee listed at http://www.dfg.ca.gov/habcon/ceqa/ceqa_changes.html.

TERM

Initials: _____



This Agreement shall expire five years from the date of DFG signature, unless it is terminated or extended before then. All provisions in the Agreement shall remain in force throughout its term. Permittee shall remain responsible for implementing any provisions specified herein to protect fish and wildlife resources after the Agreement expires or is terminated, as FGC section 1605(a)(2) requires.

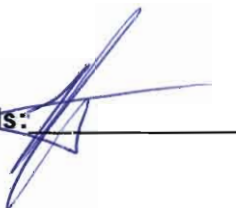
AUTHORITY

If the person signing the Agreement (signatory) is doing so as a representative of Permittee, the signatory hereby acknowledges that he or she is doing so on Permittee's behalf and represents and warrants that he or she has the authority to legally bind Permittee to the provisions herein.

AUTHORIZATION

This Agreement authorizes only the project described herein. If Permittee begins or completes a project different from the project the Agreement authorizes, Permittee may be subject to civil or criminal prosecution for failing to notify DFG in accordance with FGC section 1602.

Initials:



CONCURRENCE

The undersigned accepts and agrees to comply with all provisions contained herein.

FOR HARSCH INVESTMENT PROPERTIES-11 LLC



J. Randy Kyte

Title: Senior Vice President, Director of Development



Date

FOR DEPARTMENT OF FISH AND GAME



Kent Smith

Regional Manager



Date

Prepared by: Bob Hosea
Environmental Scientist

Initials: 



United States Department of the Interior

FISH AND WILDLIFE SERVICE

Sacramento Fish and Wildlife Office
2800 Cottage Way, Room W-2605
Sacramento, California 95825-1846



In reply refer to:
81420-2008-I-0286-1

MAR 18 2008

Mr. Michael S. Jewell
Chief, Regulatory Branch
U.S. Army Corps of Engineers
1325 J Street, Room 1480
Sacramento, California 95814-2922

Subject: Request for Concurrence on the Blue Oaks-Washington Project in
Roseville, Placer County, California

Dear Mr. Jewell:

This letter acknowledges the U.S. Fish and Wildlife Service's (Service) November 6, 2007, receipt of the U.S. Army Corps of Engineers' (Corps) November 1, 2007, letter requesting initiation of section 7 consultation under the Endangered Species Act of 1973, as amended (16 U.S.C. 1531 *et seq.*) (Act). The consultation concerns the possible effects of the proposed Blue Oaks-Washington project (proposed project) on two federally-listed species, the endangered vernal pool tadpole shrimp (*Lepidurus packardii*) and the threatened vernal pool fairy shrimp (*Branchinecta lynchi*) (collectively, the vernal pool crustaceans).

The findings and recommendations in this consultation are based on: (1) the March 31, 2006, *Information to Support Formal Section 7 Consultation, Blue Oaks-Washington Property, Placer County, California*, prepared by ECORP Consulting, Inc. (ECORP); (2) the July 6, 2007, and July 24, 2007, Wet Season 90-day Reports of Findings Regarding Federally Listed Branchiopods for the proposed project; (3) the October 10, 2006, Special-Status Plant Survey for the proposed project; (4) various e-mails between Cynthia Hertzog of ECORP and Jana Milliken of the Service; and (5) other information available to the Service. A complete administrative record is on file at the Sacramento Fish and Wildlife Office.

The proposed project involves construction of a mixed commercial and industrial business park south of Blue Oaks Boulevard, between Washington Boulevard and Industrial Avenue near Roseville. According to the information provided, construction will necessitate the filling of 1.953 acres of seasonal wetland habitat.



Service guideline-level wet season surveys were completed during the 2005-2006 and 2006-2007 seasons to determine the status of the vernal pool crustaceans on the project site. The Service has determined that, based on the methods and results outlined in the 90-day reports, the surveys were performed adequately and the conditions on the site were appropriate to demonstrate absence of these species on the project site. Therefore, the Service concurs that the proposed project as proposed is not likely to adversely affect the vernal pool crustaceans.

Although not included in your initiation request, the proposed project site is within the range of and contains suitable habitat for the Sacramento orcutt grass (*Orcuttia viscida*) and slender orcutt grass (*Orcuttia tenuis*). The Special-Status Plant Survey did not identify either species occurring on the site, and the Service has determined that the survey was done adequately to demonstrate absence of these species. Therefore, the Service concurs that the proposed project as proposed is not likely to adversely affect the Sacramento orcutt grass and slender orcutt grass.

Unless new information reveals effects of the proposed action that may affect listed species in a manner or to an extent not considered, a new species is listed or critical habitat is designated that may be affected by the proposed project, or if the project description changes, no further action pursuant to the Act is necessary.

If you have any questions or concerns regarding this consultation, please contact Jana Milliken or the Acting Sacramento Valley Branch Chief, at (916) 414-6645.

Sincerely,

A handwritten signature in black ink that reads "Peter A. Cross". The signature is written in a cursive, slightly slanted style.

Peter A. Cross
Deputy Assistant Field Supervisor

cc:

Ms. Cynthia Hertzog, ECORP Consulting, Inc., Rocklin, California

BILL OF SALE

Contract # THRMB-11-10

In consideration of \$447,300.00, receipt of which is hereby acknowledged, **WILDLANDS TOAD HILL HOLDINGS, LLC ("Seller")**, does hereby bargain, sell and transfer to **HARSCH INVESTMENT PROPERTIES, LLC**, an Oregon limited liability company ("**Buyer**"), the following vernal pool creation credits and seasonal wetland mitigation credits from the Toad Hill Ranch Mitigation Bank:

<u>Bank</u>	<u>Impacts Mitigated</u>	<u># Credits</u>	<u>Cost per Credit</u>	<u>Total Cost</u>
Toad Hill Ranch Mitigation Bank	0.708 acres Vernal Pool Creation	0.708	\$350,000.00	\$247,800.00
Toad Hill Ranch Mitigation Bank	1.33 acres Seasonal Wetlands	1.33	\$150,000.00	\$199,500.00
Purchase Price				\$447,300.00

Seller represents and warrants that it has good title to the credits and the property thereon, has good right to sell the same, and they are free and clear of all claims, liens, or encumbrances.

Seller covenants and agrees with Buyer to warrant and defend the sale of the credits hereinbefore described against all and every person and persons whomsoever lawfully claiming or to claim the same.

WILDLANDS TOAD HILL HOLDINGS, LLC

By: _____

Its: **Wildlands, Manager**
Mark Heintz, Manager

Date: 12/15/2011

**AGREEMENT FOR PURCHASE AND SALE OF MITIGATION VALUES
AND RIGHT OF FIRST REFUSAL
(Locust Road – Harsch Investment Properties)**

This Agreement for Purchase and Sale of Mitigation Values and Right of First Refusal ("**Agreement**"), dated for reference purposes only as May 27th, 2009 ("**Effective Date**"), is entered into by and between **WILDLANDS, INC.**, a Delaware corporation ("**Seller**"), and **HARSCH INVESTMENT PROPERTIES, LLC**, an Oregon limited liability company ("**Buyer**"), who agree as follows:

1. Background and General.

(a) Project. Buyer is a developer, and is undertaking the development of a project in the County of Placer, State of California, commonly referred to as the Blue Oaks-Washington Project (the "**Project**"). The Project, if constructed, may unavoidably and adversely impact waters of the United States thereon and certain protected species.

(b) Applicable Agencies. As a part of the approval process for the Project, Buyer must obtain approvals from, among other agencies, the United States Army Corps of Engineers ("**Corps**") and the United States Fish and Wildlife Service ("**USFWS**") to compensate for such impacts by preserving, creating, enhancing and/or restoring wetlands or by purchasing sufficient suitable mitigation values to offset these identified impacts. The Corps and USFWS are collectively referred herein as the "**Applicable Agencies**."

(c) Seller' Business. Seller is the operator of compensatory mitigation projects for impacts to wetlands, protected species and/or protected habitat, and is in the business of locating properties suitable for mitigating such impacts (each, a "**Mitigation Site**").

(d) Locust Road Preserve. Seller is in the process of establishing mitigation values ("**Mitigation Values**") at the Locust Road vernal pool preserve (the "**Locust Road Preserve**"). The Locust Road Preserve contains suitable ground for the restoration/creation of vernal pools ("**Vernal Pool Creation**") and seasonal wetlands ("**Seasonal Wetland Creation**").

(e) Mitigation Activities To Date. As of the Effective Date of this Agreement, Seller is in the process of establishing the Locust Road Preserve for mitigating impacts to wetlands and associated threatened or endangered species through Vernal Pool Creation and Seasonal Wetland Creation. A description of the Locust Road Preserve is attached hereto as Exhibit A and incorporated herein by this reference.

(i) Habitat Restoration Activities. Seller has undertaken substantial activities towards determining the feasibility of the development and restoration/creation of the mitigation values at the Locust Road Preserve. These include, for example, such activities as performing wildlife surveys and resource mapping, soils reconnaissance to explore habitat restoration/creation potential, and other activities.

(ii) Development Narrative. As of the Effective Date of this Agreement, Wildlands has undertaken substantial activities towards establishing the Mitigation Values,

including, without limitation, obtaining a Section 404 Permit from the Corps (reference number SPK-2007-855-SA) and a grading permit from Placer County (reference number DFF-1413), and commencing construction activities in accordance with the Mitigation Documents (as hereinafter defined). Furthermore, Seller has prepared a written description of the development objectives for the Locust Road Preserve (the "**Development Narrative**"), which includes design goals and objectives, descriptions of targeted compensatory habitats, generalized mapping of habitats, water management strategies and long-term vegetation management techniques and funding mechanisms.

(1) Based on the Development Narrative, the Locust Road Preserve is anticipated to yield at least 0.708 acres of Vernal Pool Creation Mitigation Values and at least 1.33 acres of Seasonal Wetland Creation Mitigation Values, and it may be applicable to the amounts necessary to comply with the terms and conditions of Buyer's USFWS biological opinion and its Corps 404 permit (the "**404 Permit**").

(2) Seller has submitted or will be submitting the Development Narrative and a habitat mitigation and monitoring plan (collectively or individually the "**Mitigation Documents**") for approval by the Applicable Agencies in order to allow development of the Locust Road Preserve for wetlands and threatened or endangered species habitat on the Locust Road Preserve.

(f) Advance Mitigation Rights. Buyer desires to secure the right to provide for mitigation of the Project, in advance of construction, in whole or in part, through the purchase of Mitigation Values from the Locust Road Preserve.

(g) Purpose. The purpose of this Agreement is to provide for the purchase and sale of Mitigation Values from the Locust Road Preserve.

2. Purchase and Sale of Allocated Mitigation.

(a) Allocation of Mitigation Values. Pursuant to the terms and conditions of this Agreement, Seller agrees to sell to Buyer and set aside for the exclusive use of Buyer, and Buyer agrees to purchase from Seller, the following-described Mitigation Values from the Locust Road Preserve (the "**Allocated Mitigation** "):

<u>Preserve</u>	<u>Impacts Mitigated</u>	<u>Acreage</u>	<u>Cost per Mitigation Value</u>	<u>Total Cost</u>
Locust Road Preserve	Vernal Pool Creation	0.708 acres	\$350,000.00	\$247,800.00
Locust Road Preserve	Seasonal Wetlands	1.33 acres	\$150,000.00	\$199,500.00
Purchase Price				\$447,300.00

(b) Purchase Price; Payment. The purchase price ("**Purchase Price**") for the Allocated Mitigation shall be Four Hundred Forty-Seven Thousand Three Hundred and No/100ths Dollars (\$447,300.00), which was determined by multiplying the amount of the Allocated Mitigation by the cost per Mitigation Value in accordance with Section 2 above. The Purchase Price shall be paid by Buyer to Seller as follows:

(i) First Deposit. On or before June 1, 2009, Buyer shall deliver to Seller the amount of Forty-Four Thousand Seven Hundred Thirty and No/100ths Dollars (\$44,730.00) (the "**First Deposit**"). Except in the event of a default by Seller, the First Deposit shall become nonrefundable upon Buyer's delivery of the First Deposit to Seller.

(ii) Application of Deposit. The First Deposit shall be credited to the Purchase Price at the Closing (as hereinafter defined).

(iii) Balance at Closing. On or before the Closing, Buyer shall deliver to Seller the balance of the Purchase Price, in immediately available funds.

(c) Closing. For purposes of this Agreement, "**Closing**" shall be defined as the date on which Seller delivers to Buyer a Bill of Sale, which shall be in the form attached hereto as Exhibit B and incorporated herein by this reference. The Closing shall occur on or before December 31, 2009 (the "**Closing Date**").

(d) Failure to Close. If Buyer fails to pay the balance of the Purchase Price by the Closing Date, then Seller shall be entitled to retain the Deposit as liquidated damages pursuant to Section 7 below, and Seller shall automatically be released from its obligation to sell the Allocated Mitigation to Buyer pursuant to this Section 2, and Buyer's right to purchase the Allocated Mitigation pursuant to the provisions of this Section 2 shall automatically terminate. In such event, Buyer shall have a right of first refusal to purchase the Allocated Mitigation pursuant to the provisions of Section 3 below.

3. Right of First Refusal. The provisions of this Section 3 shall apply if, and only if, Buyer fails to purchase the Allocated Mitigation and pay the balance of the Purchase Price by the Closing Date pursuant to Section 2 above.

(a) Buyer's Right of First Refusal. Seller hereby grants to Buyer the right of first refusal (the "**Right of First Refusal**") to purchase the Allocated Mitigation, and any portions thereof, upon the terms and conditions set forth in this Section 3.

(b) Term. The term of the Right of First Refusal ("**Refusal Term**") shall commence on January 1, 2010, and, unless sooner terminated, shall continue until December 15, 2011.

(c) Additional Deposits. As additional consideration for the Right of First Refusal granted by Seller to Buyer hereunder, Buyer shall pay the following additional amounts to Seller:

(i) Second Deposit. As a condition to the effectiveness of the Right of First Refusal, on or before December 31, 2009, Buyer shall deliver to Seller the additional amount of Forty-Four Thousand Seven Hundred Thirty and No/100ths Dollars (\$44,730.00) (the "**Second Deposit**"). Except in the event of a default by Seller, the Second Deposit shall become nonrefundable upon Buyer's delivery of the Second Deposit to Seller.

(ii) Third Deposit. On or before June 1, 2010, Buyer shall deliver to Seller the amount of Forty-Four Thousand Seven Hundred Thirty and No/100ths Dollars (\$44,730.00) (the "**Third Deposit**"). Except in the event of a default by Seller, the Third Deposit shall become nonrefundable upon Buyer's delivery of the First Deposit to Seller.

(iii) Fourth Deposit. On or before December 31, 2010, Buyer shall deliver to Seller the additional amount of Forty-Four Thousand Seven Hundred Thirty and No/100ths Dollars (\$44,730.00) (the "**Fourth Deposit**"). Except in the event of a default by Seller, the Fourth Deposit shall become nonrefundable upon Buyer's delivery of the Second Deposit to Seller.

(iv) Fifth Deposit. On or before June 1, 2011, Buyer shall deliver to Seller the additional amount of Forty-Four Thousand Seven Hundred Thirty and No/100ths Dollars (\$44,730.00) (the "**Fifth Deposit**"). Except in the event of a default by Seller, the Fifth Deposit shall become nonrefundable upon Buyer's delivery of the Second Deposit to Seller.

(v) Application of Deposits. The First Deposit, Second Deposit, Third Deposit, Fourth Deposit and Fifth Deposit, to the extent paid, are each individually referred to herein as a "**Deposit**" and collectively referred to herein as the "**Deposits**." In the event that Seller sends Buyer an Offer Notice (as hereinafter defined) pursuant to the provisions of this Section 3 and Buyer timely exercises its Right of First Refusal in accordance with the provisions of this Section 3, the Deposits shall be credited to the Purchase Price at the Closing for the Resale Allocated Mitigation (as hereinafter defined); provided, however, in the event that the Resale Allocated Mitigation is less than the total Allocated Mitigation (i.e., 0.708 acres of vernal pool creation and 1.33 acres of season wetlands), the Deposits shall be credited to the Purchase Price on a prorata basis based upon the acreage of the Resale Allocated Mitigation.

(vi) Example of Application of Deposits. For example, if the Resale Allocated Mitigation consists of 0.354 acres of vernal pool creation and 0.665 acres of seasonal wetlands (i.e., one-half of the Allocated Mitigation), and if Buyer has paid the First Deposit, Second Deposit and Third Deposit as of the date of the Closing for such Resale Allocated Mitigation,

then the amount of Sixty-Seven Thousand Ninety-Five and No/100ths Dollars (\$67,095.00) (i.e., one-half of the Deposits paid by Buyer to Seller as of the date of the Closing for such Resale Allocated Mitigation) would be credited to the Purchase Price for such Resale Allocated Mitigation, and the remainder of the Deposits (including the Fourth Deposit and the Fifth Deposit, to the extent paid thereafter) would be applicable on a prorata basis to the Purchase Price allocable to any additional portion of the Resale Allocated Mitigation that is acquired by Buyer pursuant to the provisions of this Section 3.

(vii) Failure to Pay Deposits. In the event that Buyer fails to pay any Deposit by the date on which such Deposit is due, Buyer's Right of First Refusal shall automatically terminate on such date, and Seller shall thereafter have no further obligation to sell the Allocated Mitigation to Buyer. Provided, however, that if Buyer fails to pay a Deposit when due then Seller shall send Buyer written notice of the failure and Buyer shall have ten (10) days from the date of the notice to pay the Deposit.

(d) Substitution of Allocated Mitigation. Seller is in the process of obtaining all necessary approvals and permits from the Applicable Agencies for the establishment of the Toad Hill Ranch Mitigation Bank, which consists of approximately 1,630 acres and is located at Sunset Boulevard West and Brewer Road in Placer County, California (the "**Toad Hill Bank**"). The Toad Hill Bank contains suitable ground for the restoration/creation of vernal pools and seasonal wetlands. A description of the Toad Hill Bank is attached hereto as Exhibit C and incorporated herein by this reference. The Toad Hill Bank will allow for impacts to waters of the United States, covered species and covered habitat to be mitigated or compensated through credits from the Toad Hill Bank, and such credits will include vernal pool creation credits and seasonal wetlands credits (the "**Toad Hill Credits**"). Seller shall have the right at any time during the Refusal Term to substitute the Allocated Mitigation with Toad Hill Credits, provided that the Toad Hill Bank has been approved by the Applicable Agencies, the Toad Hill Credits are available for use and that the Toad Hill Credits consist of the same amount and same type as the Allocated Mitigation described in Section 2(a) above (0.708 acres of vernal pool creation and 1.33 acres of season wetlands). In the event that Seller elects to replace the Allocated Mitigation with Toad Hill Credits, Seller shall provide Buyer with written notice of such replacement. In such event, the term "Allocated Mitigation" shall mean the Toad Hill Credits. Buyer shall have no interest in the Toad Hill Credits unless and until such time as Seller notifies Buyer that Seller has elected to substitute the Mitigation Values from the Locust Road Preserve with the Toad Hill Credits

(e) Notice. If Seller desires to transfer the Allocated Mitigation or any portion of the Allocated Mitigation (individually and collectively, the "**Resale Allocated Mitigation**"), then, prior to transferring the Resale Allocated Mitigation or entering into any agreement to do so, Seller shall provide Buyer with written notice of its intent to transfer the Resale Allocated Mitigation (the "**Offer Notice**"). The Offer Notice shall contain a copy of the proposed offer which Seller desires to accept, the agreement Seller is about to enter into or other document between Seller and its purchaser which verifies the amount of the Resale Allocated Mitigation; provided, however, Seller shall have the right to redact all other terms of the offer.

(f) Exercise. Buyer shall have the irrevocable right to exercise its Right of First Refusal for a period of fifteen (15) business days (the "**Exercise Period**") following Buyer's receipt of the Offer Notice.

(g) Manner of Exercise. Exercise shall be by written notice of exercise ("**Exercise Notice**"), sent to Seller within the Exercise Period.

(h) Terms of Repurchase. If Buyer exercises its Right of First Refusal, Seller shall sell the Resale Allocated Mitigation to Buyer on the same terms and conditions set forth in this Agreement, except that the Closing will occur within fifteen (15) calendar days after the date on which Buyer delivers the Exercise Notice to Seller. The purchase price for the Resale Allocated Mitigation shall be calculated pursuant to Sections 2(a) and 2(b) above (\$350,000.00/vernal pool creation acre/credit and \$150,000.00/seasonal wetland acre/credit).

(i) Failure to Exercise. If Buyer fails to exercise its Right of First Refusal by the end of the Exercise Period, Seller may thereafter transfer the Resale Allocated Mitigation described in the Offer Notice to the transferee named therein.

(i) If the Resale Allocated Mitigation is transferred within ninety (90) days following Buyer's failure to exercise its Right of First Refusal or such longer time as may be provided in the Offer Notice, upon such transfer, this Right of First Refusal shall automatically terminate with respect to the Resale Allocated Mitigation.

(ii) If the Resale Allocated Mitigation is not transferred within ninety (90) days following Buyer's failure to exercise their Right of First Refusal or such longer time as may be provided in the Offer Notice, Seller may not thereafter transfer the Resale Allocated Mitigation without again complying with the provisions of this Section 3 and giving Buyer another opportunity to purchase the Resale Allocated Mitigation in accordance with the terms of this Section 3.

(j) Exempt Transactions. Buyer's Right of First Refusal shall not apply to any transfer from Seller to an individual or entity controlled by, or under common control with, Seller (including any limited partnership whose general partner is Seller, or is controlled by, or under common control with, Seller) (each, an "**Affiliate**"). The Right of First Refusal shall apply to any subsequent transfer by the Affiliate, however.

4. Preserve Activities.

(a) Qualification, Continued Qualification of Preserves. Seller shall qualify and shall maintain the qualification of the Locust Road Preserve by performing the following activities:

(i) Analysis and Verification. To the extent they have not already done so, Seller's specialists shall review, analyze and verify the biological attributes, soil types and conditions, hydrological resources and other factors to the degree required to submit the Locust Road Preserve to the Applicable Agencies as a suitable location for the Allocated Mitigation.

(ii) Mitigation Site Documentation. To the extent not otherwise available or previously prepared and submitted with respect to the Locust Road Preserve, Seller shall prepare and submit the following documentation to the Applicable Agencies:

(1) The Development Narrative;

(2) The Mitigation Documents;

(3) The various legal and administrative documents which are reasonably necessary to enable the Locust Road Preserve to be endorsed by the Applicable Agencies, which may include, by way of example, a conservation easement affecting the Mitigation Site; and

(4) Permits and surveys required by the Applicable Agencies in order to approve the documents described above, including, without limitation, those required to implement such documents.

(iii) Development Arrangements. To the extent Seller has not already done so, Seller shall enter into such arrangements as may be necessary or convenient to enable Seller to develop the Allocated Mitigation on the Locust Road Preserve.

(b) Development of Preserves. To the extent Seller has not already done so, Seller shall cause the Allocated Mitigation portion of the Locust Road Preserve to be developed in the manner described in the Mitigation Documents.

(i) Permits, Etc. Seller shall be responsible for obtaining permits, performing surveys or studies and preparing other documents that are required for the implementation of the Mitigation Documents.

(ii) Construction and Other Work. Seller shall be responsible for the construction or other work on the Locust Road Preserve required by the Mitigation Documents.

(c) Maintenance of the Locust Road Preserve. Seller shall provide for the long-term maintenance, monitoring and management of the Locust Road Preserve in a manner that is comparable to the maintenance, monitoring and management of similar mitigation sites. Seller shall monitor and make reports to the Applicable Agencies on the status of the Locust Road Preserve.

(d) Toad Hill Bank. In the event that Seller elects to substitute the Allocated Mitigation with the Toad Hill Credits, the provisions of this Section 4 shall thereafter apply with respect to the Toad Hill Bank as opposed to the Locust Road Preserve.

5. Limitation of Obligations, Rights of Buyer.

(a) Limitation of Obligations. Buyer's obligations under this Agreement shall be limited to the payment of the Purchase Price. Buyer shall have no obligation whatsoever by reason of the use of the Locust Road Preserve or the Toad Hill Bank for the Allocated Mitigation, to support, pay for, monitor, report on, sustain, continue in perpetuity or otherwise be

obligated or liable for the success or continued expense or maintenance in perpetuity of the Locust Road Preserve or the Toad Hill Bank. As set forth above, Seller shall be fully and completely responsible therefore and for satisfying any and all conditions placed on the Locust Road Preserve (or the Toad Hill Bank, if applicable) by the Applicable Agencies.

(b) Limitation of Rights to Preserves. Nothing in this Agreement shall result in Buyer having any right, title or interest in the Locust Road Preserve or the Toad Hill Bank greater than that specifically granted by this Agreement. Buyer's sole right shall be to have Seller's obligations with respect to the Locust Road Preserve (or the Toad Hill Bank, if applicable) serve as the required mitigation for the Project if and when the Applicable Agencies approve the Allocated Mitigation.

(c) Joint Use. Upon Buyer's delivery of the balance of the Purchase Price to Seller, Seller shall reserve the Allocated Mitigation for the sole use of Buyer, and shall deliver to Buyer a Bill of Sale evidencing the sale of the Allocated Mitigation to Buyer. This reservation shall in no way restrain Seller from selling to others the remaining Mitigation Values at the Locust Road Preserve or the remaining credits at the Toad Hill Bank, so long as the aggregate number of Mitigation Values sold to all parties, including Buyer, from the Locust Road Preserve (or the Toad Hill Bank, if applicable), does not exceed the aggregate number of Mitigation Values available at the Locust Road Preserve (or credits available at the Toad Hill Bank, if applicable). Seller hereby represents to Buyer that no person or entity other than Buyer has any rights in or right to acquire or obtain any interest in the Allocated Mitigation, and as long as this Agreement remains in force, Seller will not transfer, option, mortgage, pledge or convey its interest in the Allocated Mitigation.

(d) Project Approvals. Buyer shall be solely responsible to the Applicable Agencies to mitigate the impacts of the Project with the Allocated Mitigation. In that regard, Seller has made and makes no representation, warranty or guaranty that the Applicable Agencies will approve the Locust Road Preserve or the Toad Hill Bank as suitable mitigation for the Project or that the Allocated Mitigation will be sufficient to fully mitigate the impacts of the Project. Notwithstanding the foregoing provision, Seller shall reasonably cooperate with Buyer's efforts to obtain the Applicable Agencies' approval of the use of the Allocated Mitigation for Buyer's Project by providing information required by the Applicable Agencies and executing documents required by the Applicable Agencies.

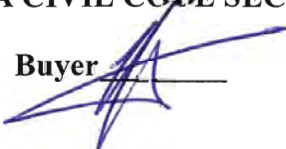
(e) Limitations on Assignment; Transfer. Buyer acknowledges that Seller is not willing to sell the Allocated Mitigation which could be resold in competition with the remaining the Mitigation Values available for sale from the Locust Road Preserve or the Toad Hill Bank, if applicable. Accordingly, Buyer shall be prohibited from transferring any Mitigation Values (or Toad Hill Credits, if applicable) to a third party without the prior written consent and approval of Seller, which Seller may withhold in its sole and absolute discretion.

6. Seller' Right To Create a Conservation Bank; Mitigation Bank. Seller specifically reserves the right to create a mitigation bank or conservation bank on the Locust Road Preserve. If Seller elects to do so, in Seller' sole discretion: (a) the Allocated Mitigation shall be provided in the form of conservation bank credits or mitigation bank credits; (b) Buyer shall have no

obligations with respect to the conservation bank or mitigation bank; and (c) Buyer shall have no rights to any proceeds or excess credits of the conservation bank or mitigation bank.

7. Default by Buyer; Liquidated Damages. BUYER RECOGNIZES THAT THE ALLOCATED MITIGATION WILL BE REMOVED BY SELLER FROM THE MARKET DURING THE EXISTENCE OF THIS AGREEMENT, AND THAT IF THE CLOSING DOES NOT OCCUR BECAUSE OF BUYER'S DEFAULT, IT WOULD BE EXTREMELY DIFFICULT AND IMPRACTICAL TO ASCERTAIN THE EXTENT OF THE DETRIMENT TO SELLER. THE PARTIES HAVE DETERMINED AND AGREED THAT THE ACTUAL AMOUNT OF DAMAGES THAT WOULD BE SUFFERED BY SELLER AS A RESULT OF ANY SUCH DEFAULT IS DIFFICULT OR IMPRACTICABLE TO DETERMINE AS OF THE DATE OF THIS AGREEMENT AND THAT THE AMOUNT OF THE DEPOSIT IS A REASONABLE ESTIMATE OF THE AMOUNT OF SUCH DAMAGES. FOR THESE REASONS, THE PARTIES AGREE THAT IF THE CLOSING DOES NOT OCCUR BECAUSE OF BUYER'S DEFAULT, THAT THE DEPOSIT SHALL BE FORFEITED TO SELLER AS LIQUIDATED DAMAGES. UPON ANY SUCH BREACH OR DEFAULT BY BUYER HEREUNDER, THIS AGREEMENT SHALL BE TERMINATED, AND NEITHER PARTY SHALL HAVE ANY FURTHER RIGHTS OR OBLIGATIONS HEREUNDER, EACH TO THE OTHER, EXCEPT FOR THE RIGHT OF SELLER TO RETAIN SUCH LIQUIDATED DAMAGES. DELIVERY TO AND RETENTION OF THE DEPOSIT AMOUNT SHALL BE SELLER'S SOLE AND EXCLUSIVE REMEDY AGAINST BUYER IN THE EVENT OF A MATERIAL DEFAULT OR BREACH BY BUYER RESULTING IN THE FAILURE OF CLOSING, AND SELLER WAIVES ANY AND ALL RIGHT TO SEEK OTHER RIGHTS OR REMEDIES AGAINST BUYER FOR SUCH MATERIAL DEFAULT, INCLUDING WITHOUT LIMITATION, SPECIFIC PERFORMANCE. THE PAYMENT AND RETENTION OF SUCH AMOUNT AS LIQUIDATED DAMAGES IS NOT INTENDED AS A FORFEITURE OR PENALTY WITHIN THE MEANING OF CALIFORNIA CIVIL CODE SECTIONS 3275 OR 3369, BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO SELLER PURSUANT TO CALIFORNIA CIVIL CODE SECTIONS 1671, 1676 AND 1677. SELLER HEREBY WAIVES THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 3389.

Seller 

Buyer 

8. Miscellaneous Provisions.

(a) Ownership of Documents. All work papers, drawings, internal memoranda of any kind, photographs, and any written or graphic material, however produced, prepared by Seller in connection with its performance of services hereunder shall be, and shall remain after termination of this Agreement, the property of Seller, and may be used by Seller for any purpose whatsoever. Seller agrees to return to Buyer upon termination of this Agreement all documents, drawings, photographs and other written or graphic material, however produced, received from Buyer and used by Seller in the performance of its services hereunder.

(b) Notices. All notices, demands, consents, requests or other communications required to or permitted to be given pursuant to this Agreement shall be in writing, shall be given only in accordance with the provisions of this Section, shall be addressed to the parties in the manner set forth below, and shall be conclusively deemed to have been properly delivered: (a) upon receipt when hand delivered during normal business hours; (b) upon receipt when sent by facsimile prior to 5:00 p.m. of a given business day (otherwise such receipt is deemed as of the following business day) to the number set forth below (provided, however, that notices given by facsimile shall not be effective unless the sending party's machine provides written confirmation of successful delivery thereof); (c) upon the day of delivery if the notice has been deposited in a authorized receptacle of the United States Postal Service as first-class, registered or certified mail, postage prepaid, with a return receipt requested (provided that the sender has in its possession the return receipt to prove actual delivery); or (d) one (1) Business Day after the notice has been deposited with either FedEx or United Parcel Service to be delivered by overnight delivery (provided that the sending party receives a confirmation of actual delivery from the courier). The addresses of the parties to receive notices are as follows:

To Seller: Wildlands, Inc.
3855 Atherton Road
Rocklin, California 95765
Attention: Mark Heintz, Vice President and General Counsel
Telephone: (916) 435-3555
Facsimile: (916) 435-3556

To Buyer: Harsch Investment Properties, LLC
1121 SW Salmon Street, 5th Floor
Portland, Oregon 97205
Attention: Legal Department
Telephone: (503) 242-2900
Facsimile: (503) 274-2093

Any party may change its address for purposes of this section by giving the other party written notice of the new address in the manner set forth above.

(c) Partial Invalidity. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Agreement shall be valid, and shall be enforced to the fullest extent permitted by law.

(d) Waivers. No waiver of any breach of any covenant or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof, or of any other covenant or provision herein contained. No extension of time for performance of any obligation or act shall be deemed an extension of time for performance of any other obligation or act except those of the waiving party, which shall be extended by a period of time equal to the period of the delay.

(e) Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the permitted successors and assigns of the parties hereto.

(f) Resolution of Disputes; Arbitration. Any dispute, controversy or claim arising out of or relating to this Agreement, including any dispute relating to interpretation of or performance under the Agreement ("**Dispute**"), shall be resolved in the manner set forth in this Section 8(f), which shall be in lieu of litigation in any court, and the parties specifically waive any right to a jury trial of any Dispute between them.

(i) Negotiation. The parties will attempt in good faith to resolve the Dispute promptly by negotiations between senior representatives of the parties who have the authority to settle the Dispute (each a "**Representative**").

(ii) ARBITRATION OF DISPUTES. In the event the Representatives are not able to resolve the Dispute within thirty (30) days following the date one party first notifies the other party of the Dispute in writing, the Dispute shall be resolved by binding arbitration before a retired judge of the Superior Court, Appellate Court or Supreme Court of the State of California (the "**Arbitrator**") in accordance with the following provisions:

(1) The parties stipulate and agree that any and all necessary parties may be joined in the arbitration, but the parties agree to proceed with arbitration of all Disputes between themselves even if other parties refuse to participate. The parties specifically waive any objection to arbitration based on the failure or refusal of any other party to be joined.

(2) The arbitration shall be initiated by written notice (the "**Arbitration Notice**") of a demand to arbitrate by registered or certified mail sent by one party to the other party. The Arbitration Notice shall include a plain statement of the Dispute and the relief requested. It shall attach the documents the party demanding arbitration relies upon and a detailed statement of the expected testimony of witnesses, including expert witnesses. Within thirty (30) days of receipt of the Arbitration Notice, the responding party shall provide its own plain statement of the Dispute, together with documents it intends to rely upon and the expected testimony of witnesses, including expert witnesses. The parties shall each advance one-half of the Arbitrator's fee, as fixed and required by the Arbitrator in order to initiate the arbitration, although they shall ultimately bear responsibility for such fee as determined by the Arbitrator.

(3) The parties shall attempt to agree on an Arbitrator. If they are unable to agree, either party may petition the presiding judge of the Superior Court for the County of Placer to appoint the Arbitrator.

(4) The Arbitrator shall have the power to grant all legal and equitable remedies, including, but not limited to, injunction, specific performance, reformation, cancellation, accounting and compensatory damages, except that under no circumstances shall either party be liable for and the Arbitrator shall not have the power to award any special, consequential or punitive damages. The Arbitrator shall issue a binding decision within thirty (30) days of the conclusion of the arbitration. The Arbitrator's decision shall be conclusive and binding, and it may be confirmed thereafter as a judgment by the Superior Court of the State of California, subject only to challenge on the grounds set forth in California Code of Civil

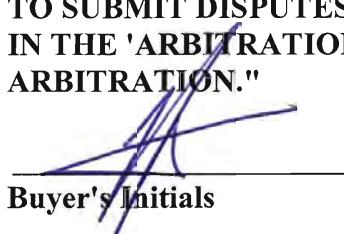
Procedure Section 1286.2. The validity and enforceability of the Arbitrator's decision is to be determined exclusively by the California courts pursuant to the provisions of this Section 8(f).

(5) The Arbitrator may award reasonable attorneys' fees and costs, including the Arbitrator's fees and expert fees, to the "Prevailing Party." For purposes of this section, the "**Prevailing Party**" shall be the party which substantially obtains or successfully resists the equitable relief sought or the party which obtains a net monetary recovery, exclusive of attorneys' fees and costs UNLESS the net monetary recovery is equal to or less than the amount of a written offer from the opposing party made after the negotiations described in Section 8(f)(i). The Arbitrator shall have exclusive and binding authority to determine entitlement to attorneys' fees and costs, including Arbitrator's and experts' fees, under this section.

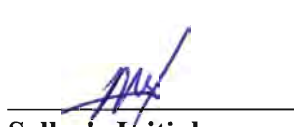
(6) The arbitration shall be conducted in Placer County, California. Any party may be represented by counsel or other authorized representative.

"NOTICE: BY INITIALLING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALLING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

"WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION."



Buyer's Initials



Seller's Initials

(g) Attorneys' Fees Defined. For the purpose of this Agreement, the terms "attorneys' fees" or "attorneys' fees and costs" shall mean the fees and expenses of counsel to the parties hereto, which may include printing, photostating, duplicating and other expenses, air freight charges, and fees billed for law clerks, paralegals, librarians and others not admitted to the bar but performing services under the supervision of an attorney. The terms "attorneys' fees" or "attorneys' fees and costs" shall also include, without limitation, all such fees and expenses

incurred with respect to appeals, arbitrations and bankruptcy proceedings, and whether or not any action or proceeding is brought with respect to the matter for which said fees and expenses were incurred. The term "attorney" shall have the same meaning as the term "counsel."

(h) Entire Agreement. This Agreement (including all Exhibits attached hereto) is the final expression of, and contains the entire agreement between, the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto. This Agreement may not be modified, changed, supplemented, superseded, canceled or terminated, nor may any obligations hereunder be waived, except by written instrument signed by the party to be charged or by its agent duly authorized in writing or as otherwise expressly permitted herein. The parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the parties hereto and lawful assignees.

(i) Time of Essence. Seller and Buyer hereby acknowledge and agree that time is strictly of the essence with respect to each and every term, condition, obligation and provision under this Agreement and that failure to timely perform any of the terms, conditions, obligations or provisions hereof by either party shall constitute a material breach of and a non curable (but waivable) default under this Agreement by the party so failing to perform.

(j) Relationship of Parties. Nothing contained in this Agreement shall be deemed or construed by the parties to create the relationship of principal and agent, a partnership, joint venture or any other association between Buyer and Seller, except as provided in this Agreement.

(k) Construction. Headings at the beginning of each paragraph and subparagraph are solely for the convenience of the parties and are not a part of the Agreement. Whenever required by the context of this Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties had prepared the same. Unless otherwise indicated, all references to paragraphs, sections, subparagraphs and subsections are to this Agreement. All exhibits referred to in this Agreement are attached and incorporated by this reference.

(l) Exhibits. The exhibits to this Agreement, are hereby incorporated by reference into this Agreement.

(m) Choice of Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any suit, action or proceeding brought under the scope of this Agreement shall be brought and maintained to the extent allowed by law in the County of Placer, California.

(n) Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

(o) Days of Week. A "**Business Day**," as used herein, shall mean any day other than a Saturday, Sunday or holiday, as defined in Section 6700 of the California Government

Code. If any date for performance herein falls on a day other than a Business Day, the time for such performance shall be extended to 5:00 p.m. on the next Business Day.

(p) Representation by Counsel. Notwithstanding any rule or maxim of construction to the contrary, any ambiguity or uncertainty shall not be construed against either Buyer or Seller based upon authorship of any of the provisions hereof. Buyer and Seller each hereby warrant, represent and certify to the other as follows: (a) that the contents of this Agreement have been completely and carefully read by the representing party and counsel for the representing party; (b) that the representing party has been separately represented by counsel and the representing party is satisfied with such representation; (c) that the representing party's counsel has advised the representing party of, and the representing party fully understands, the legal consequences of this Agreement; and (d) that no other person (whether a party to this Agreement or not) has made any threats, promises or representations of any kind whatsoever to induce the execution hereof, other than the performance of the terms and provisions hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates set forth below.

BUYER:

**HARSCH INVESTMENT
PROPERTIES, LLC**, an Oregon limited
liability company

By: [Signature]

Date: 5/29/09

Its: SVP, DIRECTOR OF DEVELOPMENT

SELLER:

WILDLANDS, INC., a Delaware
corporation

By: [Signature]

Date: 5/27/2009

Its: COO - General Counsel

Exhibit A

LOCUST ROAD PRESERVE

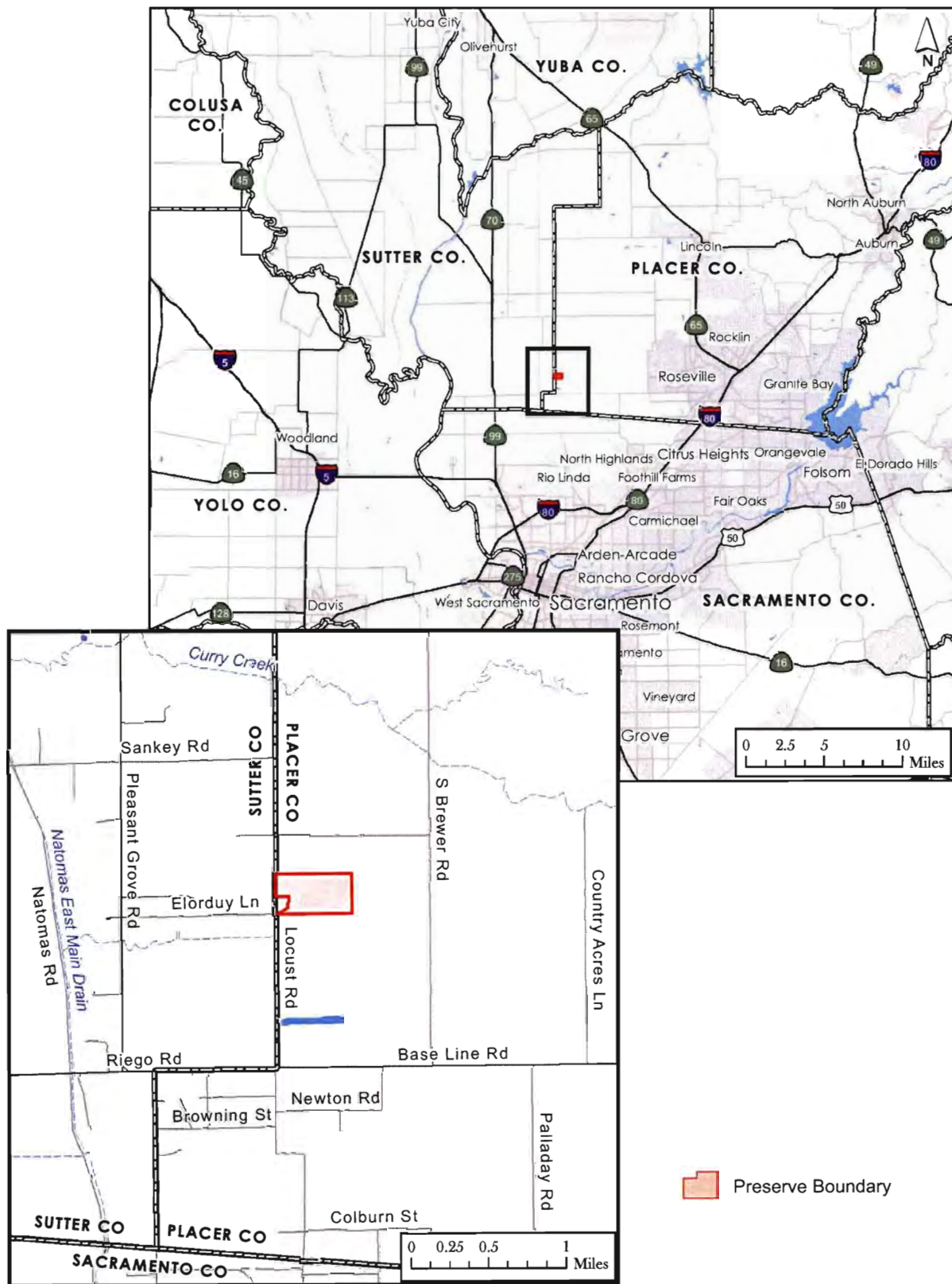


Exhibit B

BILL OF SALE

Contract # _____

In consideration of \$447,300.00, receipt of which is hereby acknowledged, **WILDLANDS, INC.**, a Delaware corporation ("**Seller**"), does hereby bargain, sell and transfer to **HARSCH INVESTMENT PROPERTIES, LLC**, an Oregon limited liability company ("**Buyer**"), the following vernal pool creation and seasonal wetlands mitigation values ("**Mitigation Values**") from the Locust Road Preserve:

<u>Preserve</u>	<u>Impacts Mitigated</u>	<u>Acreage</u>	<u>Cost per Mitigation Value</u>	<u>Total Cost</u>
Locust Road Preserve	Vernal Pool Creation	0.708 acres	\$350,000.00	\$247,800.00
Locust Road Preserve	Seasonal Wetlands	1.33 acres	\$150,000.00	\$199,500.00
Purchase Price				\$447,300.00

Seller represents and warrants that it has good title to the Mitigation Values and the property thereon, has good right to sell the same, and they are free and clear of all claims, liens, or encumbrances.

Seller covenants and agrees with Buyer to warrant and defend the sale of the Mitigation Values hereinbefore described against all and every person and persons whomsoever lawfully claiming or to claim the same.

WILDLANDS, INC.,
a Delaware corporation

By: _____

Its: _____

Date: _____

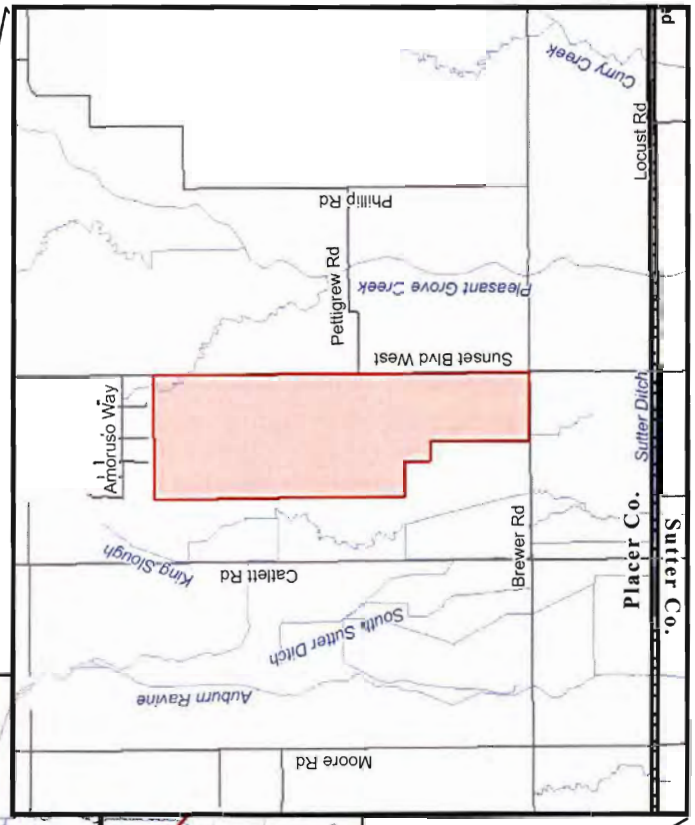
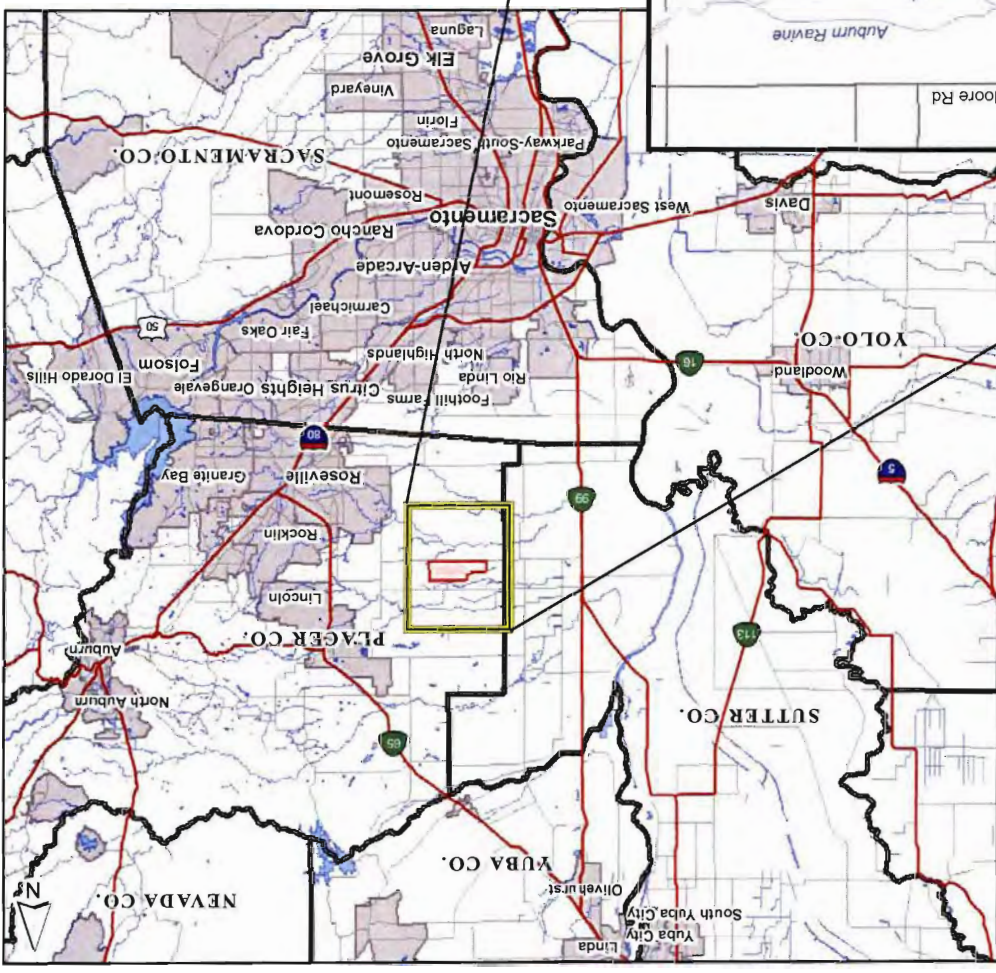
Exhibit C

TOAD HILL BANK



Exhibit C
General Vicinity Map

Bank Boundary



WILDLANDS
Toad Hill Ranch Mitigation Bank

APPENDIX B:

PRE-CONSTRUCTION SURVEY REPORT (ECORPS: MARCH 19, 2015)



March 19, 2015

Ms. Erica Gray
Development Coordinator
Harsch Investment Properties
1121 SW Salmon Street, Suite 500
Portland, Oregon 97205

**RE: *Blue Oaks Commerce Center, City of Roseville, Placer County, California –
Preconstruction Nesting Bird Survey***

Dear Ms. Gray:

At your request, ECORP Consulting, Inc. (ECORP) conducted a nesting bird survey for the Blue Oaks Commerce Center project site located in the City of Roseville, Placer County, California. The project site is bounded by Blue Oaks Boulevard on the north, Industrial Avenue on the west, and Washington Boulevard on the east. This survey included all trees and open areas located within the project site, and all suitable habitats within publicly accessible areas within 300 feet of the project.

The Federal Migratory Bird Treaty Act (MBTA) protects most naturally occurring birds (including common species) and makes it illegal to take, possess, export, transport, sell, purchase, barter or offer for sale, purchase, or barter any migratory bird, or the parts, nests, or eggs of such a bird except under the terms of a valid permits issued pursuant to Federal regulations. The California Fish and Game Code §3503 makes it unlawful to take, possess, or needlessly destroy the nest or eggs of any bird, except as otherwise provided by this code or any regulation pursuant thereto. All raptors (owls, hawks, eagles, and falcons), including their nests, are protected from take pursuant to the California Fish and Game Code §3503.5, and the MBTA, among other federal and state regulations. Potential tree-nesting raptors within this region include Great Horned Owl (*Bubo virginianus*), Red-tailed Hawk (*Buteo jamaicensis*), White-tailed Kite (*Elanus leucurus*), Cooper's Hawk (*Accipiter cooperii*), and American Kestrel (*Falco sparverius*), among others. Potential ground-nesting raptors include Northern Harrier (*Circus cyaneus*) and Burrowing Owl (*Athene cunicularia*).

This survey was conducted via visual observation on March 19, 2015 by ECORP senior biologist Keith Kwan. Binoculars (10x40 magnification) and a spotting scope (20-60x magnification) were used to assist with field identification and observations. Trees were visually inspected from multiple angles for active nests, and transects were walked through open areas to locate potential ground-nesting species. Transects were spaced approximately 50 feet apart to ensure complete coverage.

During this survey, no active bird nests were found within the project site and the 300-foot survey area. The project site has been previously graded and treated with hydroseed erosion control. There are no trees on the project site, but several are located offsite, along Industrial Avenue in the industrial development to the south. A list of birds observed is included as Attachment A.

Cliff Swallows (*Petrochelidon pyrrhonota*) are beginning to nest under the Blue Oaks Boulevard overpass at Industrial Avenue, but these should not be affected by site construction, which is over 300 feet away.

In conclusion, no active bird nests were found during the survey conducted on March 19, 2015. It is recommended that a follow up survey be conducted if no construction activity occurs within 14 days of this survey, as new nests could be built within the survey area at any time during this period.

If you have any questions feel free to contact me at (916) 782-9100.

Sincerely,



Keith Kwan
Senior Biologist

Attachment

Cc: Mr. Edwin K. Yu / Morton & Pitalo

ATTACHMENT A

Birds Species Observed (March 19, 2015)

Bird Species Observed (March 19, 2015)

Common Name	Scientific Name
Red-tailed Hawk	<i>Buteo jamaicensis</i>
Rock Pigeon	<i>Columba livia</i>
Mourning Dove	<i>Zenaida macroura</i>
Northern Flicker	<i>Colaptes auratus</i>
Cliff Swallow	<i>Petrochelidon pyrrhonota</i>
Northern Mockingbird	<i>Mimus polyglottos</i>
European Starling	<i>Sturnus vulgaris</i>
Yellow-rumped Warbler	<i>Setophaga coronata</i>
White-crowned Sparrow	<i>Zonotrichia leucophrys</i>
Red-winged Blackbird	<i>Agelaius phoeniceus</i>
Brewer's Blackbird	<i>Euphagus cyanocephalus</i>
House Finch	<i>Haemorhous mexicanus</i>
House Sparrow	<i>Passer domesticus</i>

APPENDIX C:

SUPPORTING AGENCY SPECIES LISTS

- C1 - USFWS IPAC
- C2 - USFWS NWI MAP
- C3 - CDFW CNDDDB 5-MILE OCCURRENCE LIST
- C4 - CNPS 9-QUAD QUERY RESULTS

IPaC resource list

This report is an automatically generated list of species and other resources such as critical habitat (collectively referred to as *trust resources*) under the U.S. Fish and Wildlife Service's (USFWS) jurisdiction that are known or expected to be on or near the project area referenced below. The list may also include trust resources that occur outside of the project area, but that could potentially be directly or indirectly affected by activities in the project area. However, determining the likelihood and extent of effects a project may have on trust resources typically requires gathering additional site-specific (e.g., vegetation/species surveys) and project-specific (e.g., magnitude and timing of proposed activities) information.

Below is a summary of the project information you provided and contact information for the USFWS office(s) with jurisdiction in the defined project area. Please read the introduction to each section that follows (Endangered Species, Migratory Birds, USFWS Facilities, and NWI Wetlands) for additional information applicable to the trust resources addressed in that section.

Location

Placer County, California



Local office

Sacramento Fish And Wildlife Office

☎ (916) 414-6600

📅 (916) 414-6713

Federal Building
2800 Cottage Way, Room W-2605
Sacramento, CA 95825-1846

NOT FOR CONSULTATION

Endangered species

This resource list is for informational purposes only and does not constitute an analysis of project level impacts.

The primary information used to generate this list is the known or expected range of each species. Additional areas of influence (AOI) for species are also considered. An AOI includes areas outside of the species range if the species could be indirectly affected by activities in that area (e.g., placing a dam upstream of a fish population even if that fish does not occur at the dam site, may indirectly impact the species by reducing or eliminating water flow downstream). Because species can move, and site conditions can change, the species on this list are not guaranteed to be found on or near the project area. To fully determine any potential effects to species, additional site-specific and project-specific information is often required.

Section 7 of the Endangered Species Act **requires** Federal agencies to "request of the Secretary information whether any species which is listed or proposed to be listed may be present in the area of such proposed action" for any project that is conducted, permitted, funded, or licensed by any Federal agency. A letter from the local office and a species list which fulfills this requirement can **only** be obtained by requesting an official species list from either the Regulatory Review section in IPaC (see directions below) or from the local field office directly.

For project evaluations that require USFWS concurrence/review, please return to the IPaC website and request an official species list by doing the following:

1. Draw the project location and click CONTINUE.
2. Click DEFINE PROJECT.
3. Log in (if directed to do so).
4. Provide a name and description for your project.
5. Click REQUEST SPECIES LIST.

Listed species¹ and their critical habitats are managed by the [Ecological Services Program](#) of the U.S. Fish and Wildlife Service (USFWS) and the fisheries division of the National Oceanic and Atmospheric Administration (NOAA Fisheries²).

Species and critical habitats under the sole responsibility of NOAA Fisheries are **not** shown on this list. Please contact [NOAA Fisheries](#) for [species under their jurisdiction](#).

-
1. Species listed under the Endangered Species Act are threatened or endangered; IPaC also shows species that are candidates, or proposed, for listing. See the [listing status page](#) for more information. IPaC only shows species that are regulated by USFWS (see FAQ).

2. [NOAA Fisheries](#), also known as the National Marine Fisheries Service (NMFS), is an office of the National Oceanic and Atmospheric Administration within the Department of Commerce.

The following species are potentially affected by activities in this location:

Fishes

NAME	STATUS
Delta Smelt <i>Hypomesus transpacificus</i> Wherever found There is final critical habitat for this species. Your location does not overlap the critical habitat. https://ecos.fws.gov/ecp/species/321	Threatened

Insects

NAME	STATUS
Monarch Butterfly <i>Danaus plexippus</i> Wherever found No critical habitat has been designated for this species. https://ecos.fws.gov/ecp/species/9743	Candidate
Valley Elderberry Longhorn Beetle <i>Desmocerus californicus dimorphus</i> Wherever found There is final critical habitat for this species. Your location does not overlap the critical habitat. https://ecos.fws.gov/ecp/species/7850	Threatened

Crustaceans

NAME	STATUS
Conservancy Fairy Shrimp <i>Branchinecta conservatio</i> Wherever found There is final critical habitat for this species. Your location does not overlap the critical habitat. https://ecos.fws.gov/ecp/species/8246	Endangered

Vernal Pool Fairy Shrimp *Branchinecta lynchi*

Threatened

Wherever found

There is **final** critical habitat for this species. Your location does not overlap the critical habitat.

<https://ecos.fws.gov/ecp/species/498>

Vernal Pool Tadpole Shrimp *Lepidurus packardii*

Endangered

Wherever found

There is **final** critical habitat for this species. Your location does not overlap the critical habitat.

<https://ecos.fws.gov/ecp/species/2246>

Critical habitats

Potential effects to critical habitat(s) in this location must be analyzed along with the endangered species themselves.

There are no critical habitats at this location.

Migratory birds

Certain birds are protected under the Migratory Bird Treaty Act¹ and the Bald and Golden Eagle Protection Act².

Any person or organization who plans or conducts activities that may result in impacts to migratory birds, eagles, and their habitats should follow appropriate regulations and consider implementing appropriate conservation measures, as described [below](#).

1. The [Migratory Birds Treaty Act](#) of 1918.
2. The [Bald and Golden Eagle Protection Act](#) of 1940.

Additional information can be found using the following links:

- Birds of Conservation Concern <https://www.fws.gov/program/migratory-birds/species>
- Measures for avoiding and minimizing impacts to birds
<https://www.fws.gov/library/collections/avoiding-and-minimizing-incident-take-migratory-birds>
- Nationwide conservation measures for birds
<https://www.fws.gov/sites/default/files/documents/nationwide-standard-conservation-measures.pdf>

The birds listed below are birds of particular concern either because they occur on the [USFWS Birds of Conservation Concern](#) (BCC) list or warrant special attention in your project location. To learn more about the levels of concern for birds on your list and how this list is generated, see the FAQ [below](#). This is not a list of every bird you may find in this location, nor a guarantee that every bird on this list will be found in your project area. To see exact locations of where birders and the general public have sighted birds in and around your project area, visit the [E-bird data mapping tool](#) (Tip: enter your location, desired date range and a species on your list). For projects that occur off the Atlantic Coast, additional maps and models detailing the relative occurrence and abundance of bird species on your list are available. Links to additional information about Atlantic Coast birds, and other important information about your migratory bird list, including how to properly interpret and use your migratory bird report, can be found [below](#).

For guidance on when to schedule activities or implement avoidance and minimization measures to reduce impacts to migratory birds on your list, click on the PROBABILITY OF PRESENCE SUMMARY at the top of your list to see when these birds are most likely to be present and breeding in your project area.

NAME	BREEDING SEASON
Bald Eagle <i>Haliaeetus leucocephalus</i> This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities.	Breeds Jan 1 to Aug 31
Belding's Savannah Sparrow <i>Passerculus sandwichensis beldingi</i> This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA https://ecos.fws.gov/ecp/species/8	Breeds Apr 1 to Aug 15
Bullock's Oriole <i>Icterus bullockii</i> This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA	Breeds Mar 21 to Jul 25
California Gull <i>Larus californicus</i> This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.	Breeds Mar 1 to Jul 31
Common Yellowthroat <i>Geothlypis trichas sinuosa</i> This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA https://ecos.fws.gov/ecp/species/2084	Breeds May 20 to Jul 31

Golden Eagle <i>Aquila chrysaetos</i> This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities. https://ecos.fws.gov/ecp/species/1680	Breeds Jan 1 to Aug 31
Lawrence's Goldfinch <i>Carduelis lawrencei</i> This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/9464	Breeds Mar 20 to Sep 20
Long-eared Owl <i>asio otus</i> This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/3631	Breeds Mar 1 to Jul 15
Nuttall's Woodpecker <i>Picoides nuttallii</i> This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA https://ecos.fws.gov/ecp/species/9410	Breeds Apr 1 to Jul 20
Oak Titmouse <i>Baeolophus inornatus</i> This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/9656	Breeds Mar 15 to Jul 15
Olive-sided Flycatcher <i>Contopus cooperi</i> This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/3914	Breeds May 20 to Aug 31
Short-billed Dowitcher <i>Limnodromus griseus</i> This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/9480	Breeds elsewhere
Tricolored Blackbird <i>Agelaius tricolor</i> This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/3910	Breeds Mar 15 to Aug 10

Wrentit *Chamaea fasciata*

Breeds Mar 15 to Aug 10

This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.

Yellow-billed Magpie *Pica nuttalli*

Breeds Apr 1 to Jul 31

This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.

<https://ecos.fws.gov/ecp/species/9726>

Probability of Presence Summary

The graphs below provide our best understanding of when birds of concern are most likely to be present in your project area. This information can be used to tailor and schedule your project activities to avoid or minimize impacts to birds. Please make sure you read and understand the FAQ "Proper Interpretation and Use of Your Migratory Bird Report" before using or attempting to interpret this report.

Probability of Presence (■)

Each green bar represents the bird's relative probability of presence in the 10km grid cell(s) your project overlaps during a particular week of the year. (A year is represented as 12 4-week months.) A taller bar indicates a higher probability of species presence. The survey effort (see below) can be used to establish a level of confidence in the presence score. One can have higher confidence in the presence score if the corresponding survey effort is also high.

How is the probability of presence score calculated? The calculation is done in three steps:

1. The probability of presence for each week is calculated as the number of survey events in the week where the species was detected divided by the total number of survey events for that week. For example, if in week 12 there were 20 survey events and the Spotted Towhee was found in 5 of them, the probability of presence of the Spotted Towhee in week 12 is 0.25.
2. To properly present the pattern of presence across the year, the relative probability of presence is calculated. This is the probability of presence divided by the maximum probability of presence across all weeks. For example, imagine the probability of presence in week 20 for the Spotted Towhee is 0.05, and that the probability of presence at week 12 (0.25) is the maximum of any week of the year. The relative probability of presence on week 12 is $0.25/0.25 = 1$; at week 20 it is $0.05/0.25 = 0.2$.
3. The relative probability of presence calculated in the previous step undergoes a statistical conversion so that all possible values fall between 0 and 10, inclusive. This is the probability of presence score.

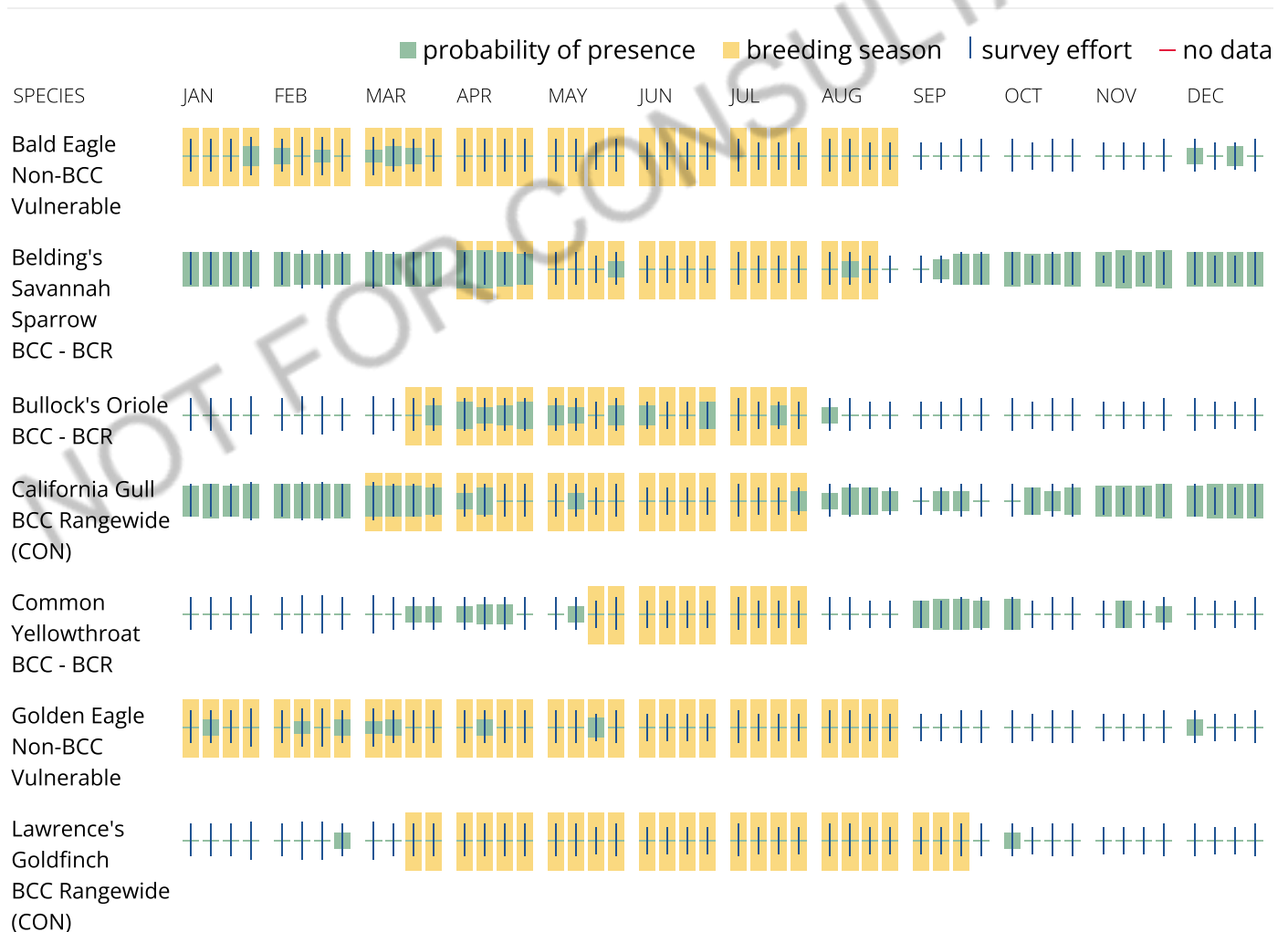
To see a bar's probability of presence score, simply hover your mouse cursor over the bar.

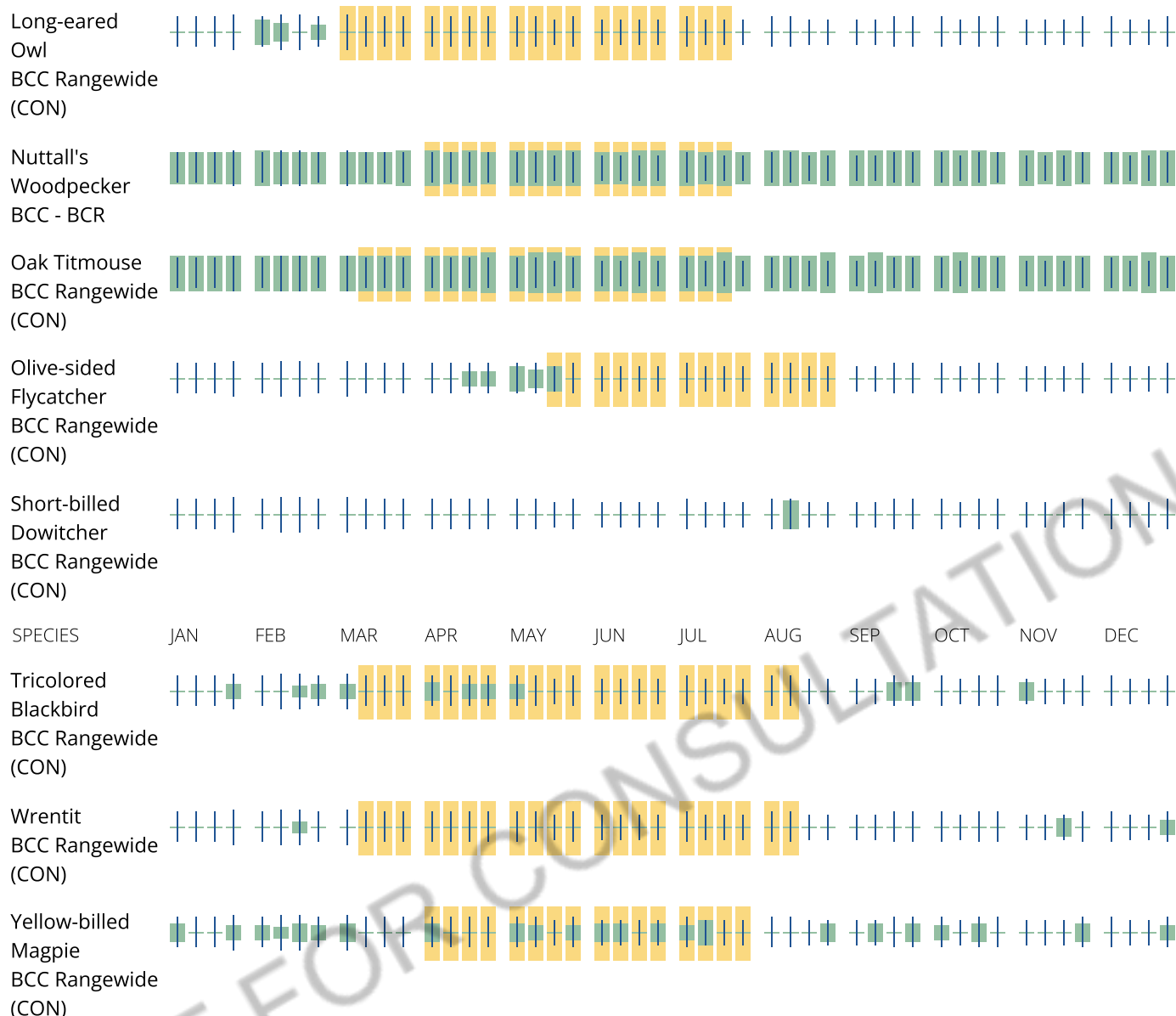
Yellow bars denote a very liberal estimate of the time-frame inside which the bird breeds across its entire range. If there are no yellow bars shown for a bird, it does not breed in your project area.

Vertical black lines superimposed on probability of presence bars indicate the number of surveys performed for that species in the 10km grid cell(s) your project area overlaps. The number of surveys is expressed as a range, for example, 33 to 64 surveys.

A week is marked as having no data if there were no survey events for that week.

Surveys from only the last 10 years are used in order to ensure delivery of currently relevant information. The exception to this is areas off the Atlantic coast, where bird returns are based on all years of available data, since data in these areas is currently much more sparse.





Tell me more about conservation measures I can implement to avoid or minimize impacts to migratory birds.

[Nationwide Conservation Measures](#) describes measures that can help avoid and minimize impacts to all birds at any location year round. Implementation of these measures is particularly important when birds are most likely to occur in the project area. When birds may be breeding in the area, identifying the locations of any active nests and avoiding their destruction is a very helpful impact minimization measure. To see when birds are most likely to occur and be breeding in your project area, view the Probability of Presence Summary. [Additional measures](#) or [permits](#) may be advisable depending on the type of activity you are conducting and the type of infrastructure or bird species present on your project site.

What does IPaC use to generate the list of migratory birds that potentially occur in my specified location?

The Migratory Bird Resource List is comprised of USFWS [Birds of Conservation Concern \(BCC\)](#) and other species that may warrant special attention in your project location.

The migratory bird list generated for your project is derived from data provided by the [Avian Knowledge Network \(AKN\)](#). The AKN data is based on a growing collection of [survey, banding, and citizen science datasets](#) and is queried and filtered to return a list of those birds reported as occurring in the 10km grid cell(s) which your project intersects, and that have been identified as warranting special attention because they are a BCC species in that area, an eagle ([Eagle Act](#) requirements may apply), or a species that has a particular vulnerability to offshore activities or development.

Again, the Migratory Bird Resource list includes only a subset of birds that may occur in your project area. It is not representative of all birds that may occur in your project area. To get a list of all birds potentially present in your project area, please visit the [Rapid Avian Information Locator \(RAIL\) Tool](#).

What does IPaC use to generate the probability of presence graphs for the migratory birds potentially occurring in my specified location?

The probability of presence graphs associated with your migratory bird list are based on data provided by the [Avian Knowledge Network \(AKN\)](#). This data is derived from a growing collection of [survey, banding, and citizen science datasets](#).

Probability of presence data is continuously being updated as new and better information becomes available. To learn more about how the probability of presence graphs are produced and how to interpret them, go to the Probability of Presence Summary and then click on the "Tell me about these graphs" link.

How do I know if a bird is breeding, wintering or migrating in my area?

To see what part of a particular bird's range your project area falls within (i.e. breeding, wintering, migrating or year-round), you may query your location using the [RAIL Tool](#) and look at the range maps provided for birds in your area at the bottom of the profiles provided for each bird in your results. If a bird on your migratory bird species list has a breeding season associated with it, if that bird does occur in your project area, there may be nests present at some point within the timeframe specified. If "Breeds elsewhere" is indicated, then the bird likely does not breed in your project area.

What are the levels of concern for migratory birds?

Migratory birds delivered through IPaC fall into the following distinct categories of concern:

1. "BCC Rangewide" birds are [Birds of Conservation Concern](#) (BCC) that are of concern throughout their range anywhere within the USA (including Hawaii, the Pacific Islands, Puerto Rico, and the Virgin Islands);
2. "BCC - BCR" birds are BCCs that are of concern only in particular Bird Conservation Regions (BCRs) in the continental USA; and
3. "Non-BCC - Vulnerable" birds are not BCC species in your project area, but appear on your list either because of the [Eagle Act](#) requirements (for eagles) or (for non-eagles) potential susceptibilities in offshore areas from certain types of development or activities (e.g. offshore energy development or longline fishing).

Although it is important to try to avoid and minimize impacts to all birds, efforts should be made, in particular, to avoid and minimize impacts to the birds on this list, especially eagles and BCC species of rangewide concern. For more information on conservation measures you can implement to help avoid and minimize migratory bird impacts and requirements for eagles, please see the FAQs for these topics.

Details about birds that are potentially affected by offshore projects

For additional details about the relative occurrence and abundance of both individual bird species and groups of bird species within your project area off the Atlantic Coast, please visit the [Northeast Ocean Data Portal](#). The Portal also offers data and information about other taxa besides birds that may be helpful to you in your project review. Alternately, you may download the bird model results files underlying the portal maps through the [NOAA NCCOS Integrative Statistical Modeling and Predictive Mapping of Marine Bird Distributions and Abundance on the Atlantic Outer Continental Shelf](#) project webpage.

Bird tracking data can also provide additional details about occurrence and habitat use throughout the year, including migration. Models relying on survey data may not include this information. For additional information on marine bird tracking data, see the [Diving Bird Study](#) and the [nanotag studies](#) or contact [Caleb Spiegel](#) or [Pam Loring](#).

What if I have eagles on my list?

If your project has the potential to disturb or kill eagles, you may need to [obtain a permit](#) to avoid violating the Eagle Act should such impacts occur.

Proper Interpretation and Use of Your Migratory Bird Report

The migratory bird list generated is not a list of all birds in your project area, only a subset of birds of priority concern. To learn more about how your list is generated, and see options for identifying what other birds may be in your project area, please see the FAQ "What does IPaC use to generate the migratory birds potentially occurring in my specified location". Please be aware this report provides the "probability of presence" of birds within the 10 km grid cell(s) that overlap your project; not your exact project footprint. On the graphs provided, please also look carefully at the survey effort (indicated by the black vertical bar) and for the existence of the "no data" indicator (a red horizontal bar). A high survey effort is the key component. If the survey effort is high, then the probability of presence score can be viewed as more dependable. In contrast, a low survey effort bar or no data bar means a lack of data and, therefore, a lack of certainty about presence of the species. This list is not perfect; it is simply a starting point for identifying what birds of concern have the potential to be in your project area, when they might be there, and if they might be breeding (which means nests might be present). The list helps you know what to look for to confirm presence, and helps guide you in knowing when to implement conservation measures to avoid or minimize potential impacts from your project activities, should presence be confirmed. To learn more about conservation measures, visit the FAQ "Tell me about conservation measures I can implement to avoid or minimize impacts to migratory birds" at the bottom of your migratory bird trust resources page.

Facilities

National Wildlife Refuge lands

Any activity proposed on lands managed by the [National Wildlife Refuge](#) system must undergo a 'Compatibility Determination' conducted by the Refuge. Please contact the individual Refuges to discuss any questions or concerns.

There are no refuge lands at this location.

Fish hatcheries

There are no fish hatcheries at this location.

Wetlands in the National Wetlands Inventory (NWI)

Impacts to [NWI wetlands](#) and other aquatic habitats may be subject to regulation under Section 404 of the Clean Water Act, or other State/Federal statutes.

For more information please contact the Regulatory Program of the local [U.S. Army Corps of Engineers District](#).

Wetland information is not available at this time

This can happen when the National Wetlands Inventory (NWI) map service is unavailable, or for very large projects that intersect many wetland areas. Try again, or visit the [NWI map](#) to view wetlands at this location.

Data limitations

The Service's objective of mapping wetlands and deepwater habitats is to produce reconnaissance level information on the location, type and size of these resources. The maps are prepared from the analysis of high altitude imagery. Wetlands are identified based on vegetation, visible hydrology and geography. A margin of error is inherent in the use of imagery; thus, detailed on-the-ground inspection of any particular site may result in revision of the wetland boundaries or classification established through image analysis.

The accuracy of image interpretation depends on the quality of the imagery, the experience of the image analysts, the amount and quality of the collateral data and the amount of ground truth verification work conducted. Metadata should be consulted to determine the date of the source imagery used and any mapping problems.

Wetlands or other mapped features may have changed since the date of the imagery or field work. There may be occasional differences in polygon boundaries or classifications between the information depicted on the map and the actual conditions on site.

Data exclusions

Certain wetland habitats are excluded from the National mapping program because of the limitations of aerial imagery as the primary data source used to detect wetlands. These habitats include seagrasses or submerged aquatic vegetation that are found in the intertidal and subtidal zones of estuaries and nearshore coastal waters. Some deepwater reef communities (coral or tubercid worm reefs) have also been excluded from the inventory. These habitats, because of their depth, go undetected by aerial imagery.

Data precautions

Federal, state, and local regulatory agencies with jurisdiction over wetlands may define and describe wetlands in a different manner than that used in this inventory. There is no attempt, in either the design or products of this inventory, to define the limits of proprietary jurisdiction of any Federal, state, or local government or to establish the geographical scope of the regulatory programs of government agencies. Persons intending to engage in activities involving modifications within or adjacent to wetland areas should seek the advice of appropriate Federal, state, or local agencies concerning specified agency regulatory programs and proprietary jurisdictions that may affect such activities.



U.S. Fish and Wildlife Service

National Wetlands Inventory

Blue Oaks Commerce Center



December 19, 2022

Wetlands

- Estuarine and Marine Deepwater
- Estuarine and Marine Wetland

- Freshwater Emergent Wetland
- Freshwater Forested/Shrub Wetland
- Freshwater Pond

- Lake
- Other
- Riverine

This map is for general reference only. The US Fish and Wildlife Service is not responsible for the accuracy or currentness of the base data shown on this map. All wetlands related data should be used in accordance with the layer metadata found on the Wetlands Mapper web site.

Blue Oak Commerce Center - CDFW CNDDDB 5 mile search results:

<i>Legenere limosa</i>	<i>Chloropyron molle</i> <i>ssp. hispidum</i>	<i>Downingia pusilla</i>	<i>Gratiola heterosepala</i>
<i>legenere</i>	<i>hispid salty bird's-beak</i>	<i>dwarf downingia</i>	<i>Boggs Lake hedge-hyssop</i>
PDCAM0C010	PDSCROJ0D01	PDCAM060C0	PDSCRO060
14	11	33	96
11739	11763	11696	74381
17380	17846	17398	75373
3812173	3812173	3812173	3812174
Roseville	Roseville	Roseville	Pleasant Grove
PLA	PLA	PLA	PLA
T11N, R06E, Sec. 11, SE (M)	T11N, R06E, Sec. 12, SW (M)	T11N, R06E, Sec. 03, SE (M)	T11N, R05E, Sec. 14, NW (M)
150	150	145	88
Dicots	Dicots	Dicots	Dicots
1	1	1	1
1/5 mile	specific area	1/5 mile	specific area
Extirpated	Presumed Extant	Presumed Extant	Presumed Extant
Natural/Native occurrence	Natural/Native occurrence	Natural/Native occurrence	Natural/Native occurrence
None	Good	Good	Good
N	N	N	N
19970618	19970618	19850419	20080506
19840405	19970618	19850419	20080506
PVT	PVT	PVT, CALTRANS	PVT
None	None	None	None
None	None	None	Endangered
G2	G2T1	GU	G2
S2	S1	S2	S2
1B.1	1B.1	2B.2	1B.2
BLM_S; SB_UCBG			BLM_S
FLOODPLAIN OF PLEASANT GROVE CREEK, APPROX 2.2 AIR MILES E OF JCT PLACER BLVD & SPRR TRACKS.	APPROXIMATELY 4 MILES NE OF ROSEVILLE.	0.75 MILE SOUTH OF THE INTERSECTION OF HIGHWAY 65 AND PLEASANT GROVE ROAD, EAST OF HIGHWAY 65.	NORTH OF PLEASANT GROVE CREEK, APPROX. 1.5 AIR MILES NW OF R. F. FIDDYMENT RANCH, NW OF ROSEVILLE.
WHEN VISITED IN 1997, WHAT APPEARS TO BE DEDICATED OPEN SPACE WAS SEEN JUST TO THE EAST OF MAPPED LOCATION FOR THIS SITE. FUTURE SURVEYS SHOULD TARGET THIS AREA.	WITHIN STANFORD RANCH ALKALI SEEP PRESERVE, SPRING VALLEY. SITE IS NEAR PARK DRIVE AND STANFORD RANCH ROAD INTERSECTION. IN THE SW 1/4 SECTION 12. NEAR 3 SEEPS.		MAPPED IN THE SE 1/4 OF THE NW 1/4 OF SECTION 14 ACCORDING TO LAT/LONG COORDINATES PROVIDED BY FISHER.
VERNAL POOL AREA IN FLOODPLAIN OF INTERMITTENT STREAM. ASSOCIATED WITH RANUNCULUS BONARIENSIS TRISEPALUS.	SPRING FED ALKALI MEADOW WITH DISTICHLIS SPICATA, SCIRPUS OLNEYI, FRANKENIA GRANDIFOLIA VAR. CAMPESTRIS, CRESSA TRUXILLENSIS, MONERMA CYLINDRICA, AND LIPPIA NODIFLORA. AREA SURROUNDED BY ALAMO VARIANT CLAY, BUT SOIL AT SITE IS UNCLASSIFIED.	VERNAL POOL ON CLAYPAN SUBSTRATE. ASSOCIATED WITH DOWNINGIA BICORNUTA, D. ORNATISSIMA, ALLOCARYA STIPITATA MICRANTHA.	OCCURS IN ONE OF THE DEEPER BASIN VERNAL POOLS IN THE AREA; ONLY VERNAL POOL WITH STANDING WATER AT TIME OF SURVEY (1-2"); ASSOCIATED WITH ERYNGIUM VASEYI, NAVARRETTIA LEUCOCEPHALA, DOWNINGIA BICORNUTA, AND THE RARE DOWNINGIA PUSILLA.
ABOUT 100 PLANTS IN 1984. WINDSHIELD SURVEY CONDUCTED IN 1997 TO CONFIRM PRESENCE OR ABSENCE OF HABITAT; IF MAPS ARE ACCURATE, THIS SITE IS NOW UNDER THE PAVEMENT AT DEVON DR, FARRIER RD & RACHEL CT IN THE STANFORD RANCH SUBDIVISION.	OVER 10,000 PLANTS SEEN IN 1982, 2000-5000 SEEN IN 1989, AND ~2500 IN 1991. ACCORDING TO DAINS, DECLINE IN POP PROBABLY DUE TO WEATHER, NOT MANAGEMENT. SITE FENCED, HABITAT LOOKED GOOD IN LATE SEASON (JUNE) 1997 WINDSHIELD SURVEY.	MORE THAN 30 PLANTS OBSERVED IN 1985.	1000-1500 PLANTS OBSERVED IN 2006. 1000 PLANTS OBSERVED IN A SUBSEQUENT VISIT IN 2008.
	GRAZING REMOVED BY 1991, FILL HAD BEEN DUMPED ON SITE IN 1989; SUBSEQUENTLY REMOVED TO RESOLVE WETLANDS VIOLATIONS.	AREA GRAZED, BUT LITTLE DISTURBANCE. PARCEL TO EAST BEING DEVELOPED.	RESIDENTIAL AND COMMERCIAL DEVELOPMENT.
	Grazing; Other	Grazing	Development
19970811	20110804	19890811	20090406

Blue Oak Commerce Center - CDFW CNDDDB 5 mile search results:

<i>Linderiella occidentalis</i>	<i>Linderiella occidentalis</i>	<i>Linderiella occidentalis</i>	<i>Linderiella occidentalis</i>	<i>Linderiella occidentalis</i>
<i>California linderiella</i>	<i>California linderiella</i>	<i>California linderiella</i>	<i>California linderiella</i>	<i>California linderiella</i>
ICBRA06010	ICBRA06010	ICBRA06010	ICBRA06010	ICBRA06010
146	184	184	199	145
34817	42742	42742	64299	34816
3450	42742	42742	48405	5003
3812173	3812173	3812173	3812173	3812173
Roseville	Roseville	Roseville	Roseville	Roseville
PLA	PLA	PLA	PLA	PLA
T112N, R06E, Sec. 29 (M)	T112N, R06E, Sec. 33 (M)	T112N, R06E, Sec. 31, NW (M)	T112N, R06E, Sec. 20, SE (M)	T112N, R06E, Sec. 20, SE (M)
125	120	110	115	115
Crustaceans	Crustaceans	Crustaceans	Crustaceans	Crustaceans
1	1	1	1	1
specific area	specific area	non-specific area	non-specific area	non-specific area
Presumed Extant	Presumed Extant	Presumed Extant	Presumed Extant	Presumed Extant
Natural/Native occurrence	Natural/Native occurrence	Natural/Native occurrence	Natural/Native occurrence	Natural/Native occurrence
Unknown	Unknown	Unknown	Unknown	Unknown
N	N	N	N	N
19980302	19970212	20050302	19960429	19960429
19980302	19970212	20050302	19960402	19960402
PVT-STERLING PACIFIC ASSETS	UNKNOWN	MOORE RANCH CONSERVANCY	PVT-HEWLETT PACKARD	PVT-HEWLETT PACKARD
None	None	None	None	None
None	None	None	None	None
G2G3	G2G3	G2G3	G2G3	G2G3
S2S3	S2S3	S2S3	S2S3	S2S3
IUCN_NT	IUCN_NT	IUCN_NT	IUCN_NT	IUCN_NT
LARGE AREA W OF HWY 65 (NOW BISECTED BY NEW HWY 65 ROUTE) AND S OF AUBURN RAVINE, CENTERED 1.7 MI SW LINCOLN PO.	1 MILE NW OF PLEASANT GROVE ROAD & SP RAILROAD, 1 MILE E OF ORCHARD CREEK & INGRAM SLOUGH CONFLUENCE, NNW OF ROSEVILLE.	IN THE GENERAL AREA NW OF FIDDYMENT RD AT E CATLETT RD, S OF ORCHARD CREEK, 4.5 MILES SW OF LINCOLN PO.	NORTHWEST OF ROSEVILLE, 2.0 KM NORTHWEST OF HIGHWAY 65 AT INDUSTRIAL BLVD.	NORTHWEST OF ROSEVILLE, 2.0 KM NORTHWEST OF HIGHWAY 65 AT INDUSTRIAL BLVD.
LINCOLN CROSSING MITIGATION SITE. COVERS PORTIONS OF SEVERAL SECTIONS. 1995: 10 TOTAL WATERBODIES SURVEYED. 1996: 42 TOTAL WATERBODIES SURVEYED. 1997: 49 TOTAL WATERBODIES SURVEYED. 1998: 20 TOTAL WATERBODIES SURVEYED.	MOST OF THE NW AND BOTTOM HALF NE PORTIONS OF ORCHARD CREEK MITIGATION BANK. MAJORITY OF VERNAL POOLS ARE ON SAN JOAQUIN SANDY LOAM AND ALAMO-FIDDYMENT COMPLEX SOILS. MORE MAP DETAIL IN REPORT. 170 OF THE 694 EXISTING POOLS WERE SAMPLED.	MOORE RANCH. LOCATED IN NW1/4 SEC 31 & NE1/4 SEC 36.	HEWLETT PACKARD-210 ACRE PROPERTY. 1996: TOTAL OF 43 WATERBODIES SURVEYED.	HEWLETT PACKARD-210 ACRE PROPERTY. 1996: TOTAL OF 43 WATERBODIES SURVEYED.
SEASONALLY INUNDATED WATERBODIES (VERNAL POOLS, SEASONAL WETLANDS) W/IN NON-NATIVE ANNUAL GRASSLAND. WETLAND COMPENSATION/MITIGATION PRESERVE. ADJACENT AREAS HAVE BEEN DEVELOPED FOR RESIDENTIAL HOUSING BY 2010.	ENDEMIC VEGETATION: RANUNCULUS ALVEOLATUS, ERYNGIUM VASEYI, PLAGIOBOTHRYUS STIPITATUS, PSILICARPHUS ZIZYPHOROIDES, DESCHAMPSIA DAMTHONIOIDES, NAVARRETIA LEUCOCEPHALA.	HABITAT CONSISTS OF VERNAL POOLS (WITHIN A VERNAL POOL COMPLEX) SURROUNDED BY ANNUAL GRASSLAND. POOL DEPTH AT SAMPLING: 13 CM. SURFACE AREA AT SAMPLING: 30 M X 7 M. AREA IS A WETLAND MITIGATION SITE.	SEASONAL WATERBODIES (VERNAL POOLS, SEASONAL WETLANDS) WITHIN NON-NATIVE ANNUAL GRASSLAND.	SEASONAL WATERBODIES (VERNAL POOLS, SEASONAL WETLANDS) WITHIN NON-NATIVE ANNUAL GRASSLAND.
1995: UNKNOWN NUMBER OBS. 1996: 50+ ADULTS OBS IN 28 POOLS, FEWER THAN 50 OBS IN 4 POOLS; B. LYNCHI IN SOME POOLS. 1997: 10-100 OBS IN 27 POOLS. 1998: 1000S OBS IN 13 POOLS AND 100S OBS IN 1 POOL.	OBSERVED LINDERIELLA IN 82 OF THE 170 POOLS SAMPLED, 81 AT THIS LOCATION, FOR AN APPROXIMATE OCCURRENCE RATE OF 48 PERCENT, WITH ABUNDANCE RANGING FROM LOW TO HIGH.	10'S OBS IN 1 POOL 13 FEB 1997. 10'S OBS IN ONE POOL IN THE WESTERN AREA 28 FEB 2002. OBS IN 2 OF 46 SAMPLED POOLS IN EASTERN AREA JAN & FEB 2002. OBS IN 3 OF 47 SAMPLED POOLS JAN & MAR 2003. 10'S TO 1000'S OBS IN 16 POOLS FEB & MAR 2005.	1996: 50+ ADULTS OBSERVED IN 6 POOLS (148, 149, 150, 151, 152 & 153), AND <50 ADULTS OBSERVED IN POOL #129.	1996: 50+ ADULTS OBSERVED IN 6 POOLS (148, 149, 150, 151, 152 & 153), AND <50 ADULTS OBSERVED IN POOL #129.
20110422	20000412	20110425	19960716	19960716

Blue Oak Commerce Center - CDFW CNDDDB 5 mile search results:

<i>Linderiella occidentalis</i>	<i>Linderiella occidentalis</i>	<i>Linderiella occidentalis</i>	<i>Linderiella occidentalis</i>	<i>Linderiella occidentalis</i>
<i>California linderiella</i>	<i>California linderiella</i>	<i>California linderiella</i>	<i>California linderiella</i>	<i>California linderiella</i>
ICBRA06010	ICBRA06010	ICBRA06010	ICBRA06010	ICBRA06010
90	142	142	150	143
32457	34814	34814	32516	34815
1898	1863	1863	1882	29309
3812173	3812173	3812173	3812173	3812173
Roseville	Roseville	Roseville	Roseville	Roseville
PLA	PLA	PLA	PLA	PLA
T11N, R06E, Sec. 29, SE (M)	T11N, R06E, Sec. 16 (M)	T11N, R06E, Sec. 16 (M)	T12N, R06E, Sec. 27, NW (M)	T11N, R06E, Sec. 21, NW (M)
130	100	100	140	125
Crustaceans	Crustaceans	Crustaceans	Crustaceans	Crustaceans
2	1	1	1	1
1/5 mile	non-specific area	non-specific area	non-specific area	non-specific area
Presumed Extant	Presumed Extant	Presumed Extant	Presumed Extant	Presumed Extant
Natural/Native occurrence	Natural/Native occurrence	Natural/Native occurrence	Natural/Native occurrence	Natural/Native occurrence
Unknown	Unknown	Unknown	Excellent	Unknown
N	N	N	N	N
19950209	20050126	20050126	19960313	19960429
19950209	20050126	20050126	19960209	19960205
PVT-SARES REGIS GROUP	PVT-STANFORD RANCH	PVT-STANFORD RANCH	PVT-PLACER HOLDINGS	PVT-HEWLETT PACKARD
None	None	None	None	None
None	None	None	None	None
G2G3	G2G3	G2G3	G2G3	G2G3
S2S3	S2S3	S2S3	S2S3	S2S3
IUCN_NT	IUCN_NT	IUCN_NT	IUCN_NT	IUCN_NT
BETWEEN KASEBERG CREEK & SOUTH BRANCH PLEASANT GROVE CREEK; 1.8 KM WEST OF SOUTHERN PACIFIC RR AT HWY 65.	NORTH OF ROSEVILLE; WEST OF HWY 65, SOUTH OF PLEASANT GROVE CREEK AND 0.8 KM NORTH OF SCOW ROAD.	EASTRIDGE PROJECT SOUTHERN WETLAND PRESERVE, 1.0 KM EAST OF HIGHWAY 65, 2.2 KM SOUTH OF LINCOLN.	NNW OF ROSEVILLE, 1.8 KM SOUTHWEST OF SOUTHERN PACIFIC RAILROAD AT PLEASANT GROVE CREEK.	NNW OF ROSEVILLE, 1.8 KM SOUTHWEST OF SOUTHERN PACIFIC RAILROAD AT PLEASANT GROVE CREEK.
14 WATER BODIES WERE SAMPLED ON 2/9,10,27 & 3/14/95. LINDERIELLA WAS FOUND IN THIS POOL & 2 OTHERS ON 2/9/95. IN 5 POOLS ON 2/10, IN 1 POOL ON 2/27 & 1 POOL ON 3/14/95. THE LOCATIONS OF THE OTHER POOLS WAS NOT GIVEN.	FOOTHILL BUSINESS PARK MITIGATION SITE, PARCELS 1, 6. POOL LOCATIONS NOT GIVEN FOR LINDERIELLA OCCIDENTALIS. 1995:12 POOLS SURVEYED. 1996:14 POOLS SURVEYED. 1998:13 POOLS SAMPLED. 2003:4 POOLS SAMPLED,OBS IN POOL 8. 2005: 10 POOLS SAMPLED.			HEWLETT PACKARD-90 ACRE PARCEL. 1995 AND 1996: TOTAL OF 103 WATERBODIES SURVEYED EACH YEAR.
HARDPAN VERAL POOL IN ANNUAL NON-NATIVE GRASSLAND. ON 2/9/95 THE SURFACE AREA WAS 129 SQ METERS & THE DEPTH WAS 16 CM. WETLAND COMPENSATION/MITIGATION PRESERVE.	CONSTRUCTED AND HISTORIC WETLANDS (VERNAL POOLS, SEASONAL WETLANDS) ARE INTERSPERSED WITHIN NON-NATIVE ANNUAL GRASSLAND.	NORTHERN HARDPAN VERNAL POOL HABITAT WITH CONSTRUCTED VERNAL POOLS (3.95 ACRES), CONSTRUCTED SEASONAL WETLANDS (1.95 ACRES), AND REFERENCE VERNAL POOLS IN ANNUAL GRASSLAND.		SEASONAL WATERBODIES WITHIN NON-NATIVE ANNUAL GRASSLAND.
POOL #C2: >50 ADULTS OBSERVED. ALSO FOUND IN POOLS 49, C1, 06, 26, E2, N2, 102, 15, & 30. THE INFORMATION PROVIDED BY THE CONSULTANT HAS CONFLICTING DATA ON LOCATION OF THIS POOL; SITE WAS MAPPED ACCORDING TO THEIR MAP, NOT THEIR T-R-S.	1995:NONE OBS. 1/30/1996: 50+ ADULTS IN 4 POOLS. 3/11/1996: 50+ ADULTS IN 2 POOLS. 1/14/97:OBS IN 12 POOLS. 1/13/98:100S IN 2 POOLS. 3/2/98:1000S IN 5 POOLS. 01/27/05:1000'S IN POOL 16, 100'S IN POOL 26. 2006:1000S IN POOL 18.	1996 (THIRD MONITORING YEAR): 1/11-LOW DENSITIES OF LINDERIELLA OBSERVED IN POOL #SW4, B. LYNCHI ALSO PRESENT. 2/9-LOW DENSITIES OF LINDERIELLAS OBSERVED IN POOLS #7 AND 8.		1995: LINDERIELLA OBSERVED IN 8 POOLS (#10, 16, 29, 59, 65, 69, 76 & 78) BETWEEN 12/22/1994 AND 3/7/1995. 1996: LINDERIELLA OBSERVED IN 3 POOLS (#10, 16 & 29) BETWEEN 12/26/1995 AND 2/5/1996.
			FUTURE RESIDENTIAL DEVELOPMENT PLANNED IN ADJACENT AREA; DIRT ROADS BISECT PRESERVE; GRAZING; RODEO GROUNDS TO THE NW.	
			Development; Grazing; Other	
19951011	20060327		19960905	19960906

Blue Oak Commerce Center - CDFW CNDDDB 5 mile search results:

<i>Linderiella occidentalis</i>	<i>Linderiella occidentalis</i>	<i>Linderiella occidentalis</i>	<i>Linderiella occidentalis</i>	<i>Linderiella occidentalis</i>
<i>California linderiella</i>	<i>California linderiella</i>	<i>California linderiella</i>	<i>California linderiella</i>	<i>California linderiella</i>
ICBRA06010	ICBRA06010	ICBRA06010	ICBRA06010	ICBRA06010
249	111	194	194	201
64329	32456	47451	47451	48420
64408	4988	47451	47451	48420
3812174	3812173	3812173	3812173	3812173
Pleasant Grove	Roseville	Roseville	Roseville	Roseville
PLA	PLA	PLA	PLA	PLA
T11N, R05E, Sec. 23, SE (M)	T11N, R06E, Sec. 32, NW (M)	T11N, R06E, Sec. 26 (M)	T11N, R06E, Sec. 26 (M)	T11N, R06E, Sec. 31, N (M)
96	120	155	155	125
Crustaceans	Crustaceans	Crustaceans	Crustaceans	Crustaceans
1	1	1	1	1
specific area	specific area	specific area	specific area	specific area
Presumed Extant	Presumed Extant	Presumed Extant	Presumed Extant	Presumed Extant
Natural/Native occurrence	Natural/Native occurrence	Natural/Native occurrence	Natural/Native occurrence	Natural/Native occurrence
Good	Fair	Good	Good	Unknown
N	N	N	N	N
20060131	19970225	20050111	20050111	20060109
20060131	19970225	20050111	20050111	20060109
PVT	CITY OF ROSEVILLE	PVT, CITY OF ROSEVILLE	CITY OF ROSEVILLE	CITY OF ROSEVILLE
None	None	None	None	None
None	None	None	None	None
G2G3	G2G3	G2G3	G2G3	G2G3
S2S3	S2S3	S2S3	S2S3	S2S3
IUCN_NT	IUCN_NT	IUCN_NT	IUCN_NT	IUCN_NT
NORTH SIDE OF PHILLIPS ROAD, ABOUT 1.3 MILES WEST OF ITS INTERSECTION WITH FIDDYMENT ROAD.	SILVERADO OAKS MITIGATION SITE, NW OF THE WOODCREEK OAKS BLVD & JUNCTION BLVD JCT, ABOUT 3 MI WNW OF ROSEVILLE PO.	ALONG CREEK ON N EDGE OF DIAMOND OAKS MUNICIPAL GOLF COURSE, 1.7 MI N OF ROSEVILLE PO.	1997: SPECIES OBS IN 9 OF 17 POOLS SAMPLED. 1998: SP OBS IN 2 OF 9 POOLS SAMPLED. 1999: SP OBS IN 2 OF 11 POOLS SAMPLED. 2004: SP OBS IN 1 OF 11 POOLS SAMPLED. 2005: SP OBS IN 2 OF 10 POOLS SAMPLED. 2006: SP OBS IN 1 OF 12 POOLS SAMPLED.	3 MILES NW OF ROSEVILLE, ALONG POWER LINES, 0.1 TO 0.8 MILE EAST OF FIDDYMENT ROAD.
	1995: 15 TOTAL WETLANDS SAMPLED BETWEEN PARCELS 32 (EO #390) & 72 (EO#111, THIS OCCURRENCE). 1996: 10 SAMPLED. 1997: 13 SAMPLED. PROVIDED MAP GRAPHIC APPEARED SHIFTED WEST OF TRUE LOCATION; MAPPED TO AERIAL IMAGE MATCHING PRESERVED HABITAT.	CONSTRUCTED VERNAL POOLS (1.5 ACRES) IN AREA DOMINATED BY NON-NATIVE ANNUAL GRASSLAND SURROUNDED BY DEVELOPMENT. 1/8/98: VP7 SURFACE AREA 4X12 M, DEPTH 10 CM; VP10 SURFACE AREA 4X8 M, DEPTH 10 CM. 2/27/98: VP7 SURFACE AREA 4X16 M, DEPTH 16.	JAN 1997: 10S OBS IN 3 POOLS. 100S IN 3 POOLS, 1000S IN 3 POOLS. JAN & FEB 1998: 100S IN VP77, VP10 & VP7. MAR 1999: 1000S IN VP7 & VP16. FEB 2004: 100S IN POOL U15. JAN 2005: 100S IN POOL U18, 10S IN POOL U47. JAN 2006: 100S IN POOL U80.	WOODCREEK WEST WETLAND COMPENSATION AREA. ABOUT 25% OF THE POOLS WERE SAMPLED (22 IN 2001, 23 IN 2002, 22 IN 2005, 25 IN 2006 - BOTH CONSTRUCTED & HISTORIC). L. OCCIDENTALIS FOUND IN 14 OF 23 POOLS IN 2002 & 13 OF 22 POOLS IN 2005.
VERNAL POOLS.	CONSTRUCTED AND SEASONAL HARDPAN VERNAL POOLS WITHIN NON-NATIVE ANNUAL GRASSLAND. BRANCHINECTA LYNCHI ALSO OBSERVED IN AREA IN 1995, BUT NOT IN 1996 OR 1997.			HABITAT CONSISTS OF CONSTRUCTED AND HISTORIC VERNAL POOLS WITHIN AN ANNUAL GRASSLAND HABITAT; WETLAND COMPENSATION AREA. SITE IS UNDER POWER LINES.
COMPLEX OF 7 CLOSELY-SPACED VERNAL POOLS. 10'S TO 100'S OBSERVED.	1995: UNKNOWN NUMBERS OF LINDERIELLA OBSERVED IN CONSTRUCTED POOLS IN PARCELS 32 & 72. 1996: >50 ADULTS OBSERVED IN CONSTRUCTED POOLS (VP106 & VP108). 1997: 10'S OBSERVED IN HVE & VP107; 1000'S OBSERVED IN VP106.			2001: 10'S OBS IN POOLS 45 AND 55. 2002: 10'S OBS IN POOLS 21, 48, 51 AND 85; 100'S OBS IN POOLS 44, 70, 74 AND 86; 1000'S OBS IN POOLS 10, 17, 28, 46, 82 AND N2. 2005: 10'S-1000'S OBS IN 13 POOLS. 2006: 10'S-100'S OBS IN 19 POOLS.
20060327	20110708	20110708	20110708	20060327

Blue Oak Commerce Center - CDFW CNDDDB 5 mile search results:

<i>Linderiella occidentalis</i>	<i>Linderiella occidentalis</i>	<i>Linderiella occidentalis</i>	<i>Linderiella occidentalis</i>	<i>Linderiella occidentalis</i>
<i>California linderiella</i>	<i>California linderiella</i>	<i>California linderiella</i>	<i>California linderiella</i>	<i>California linderiella</i>
ICBRA06010	ICBRA06010	ICBRA06010	ICBRA06010	ICBRA06010
390	187	250	250	200
82419	46106	64330	64330	48410
83442	46109	64409	64409	48410
3812173	3812173	3812174	3812174	3812173
Roseville	Roseville	Pleasant Grove	Pleasant Grove	Roseville
PLA	PLA	PLA	PLA	PLA
T11N, R06E, Sec. 33, NW (M)	T11N, R06E, Sec. 20, NW (M)	T11N, R05E, Sec. 22, NE (M)	T11N, R05E, Sec. 22, NE (M)	T11N, R06E, Sec. 22, NE (M)
130	115	90	90	130
Crustaceans	Crustaceans	Crustaceans	Crustaceans	Crustaceans
1	2	1	1	1
specific area	non-specific area	specific area	specific area	specific area
Presumed Extant	Presumed Extant	Presumed Extant	Presumed Extant	Presumed Extant
Natural/Native occurrence	Natural/Native occurrence	Natural/Native occurrence	Natural/Native occurrence	Natural/Native occurrence
Unknown	Unknown	Good	Good	Unknown
N	N	N	N	N
19950302	20060109	20060131	20060131	20050121
19950206	20060109	20060131	20060131	20050121
CITY OF ROSEVILLE	CITY OF ROSEVILLE	PVT	PVT	CITY OF ROSEVILLE
None	None	None	None	None
None	None	None	None	None
G2G3	G2G3	G2G3	G2G3	G2G3
S2S3	S2S3	S2S3	S2S3	S2S3
IUCN_NT	IUCN_NT	IUCN_NT	IUCN_NT	IUCN_NT
OPEN AREA BETWEEN RESIDENTIAL HOUSING NE OF COUNTRY CLUB DR AT ACTON WAY, CENTERED ABOUT 2.2 MI NW OF ROSEVILLE PO.	1 MILE SW OF THE INTERSECTION OF FIDDYMENT ROAD AND PLEASANT GROVE CREEK, ROSEVILLE.	SOUTH SIDE OF PHILLIP ROAD ABOUT 3 MILES EAST OF BREWER ROAD, NORTHWEST OF ROSEVILLE.	1 MILE SW OF THE INTERSECTION OF FIDDYMENT ROAD AND PLEASANT GROVE CREEK, ROSEVILLE.	2.5 MILES NORTH ROSEVILLE, 0.4 MILE EAST OF INTERSECTION OF EAST ROSEVILLE PARKWAY AND WASHINGTON BLVD, WEST OF HWY 65.
1995: 15 TOTAL WETLANDS SAMPLED BETWEEN PARCELS 32 (EO#390, THIS OCCURRENCE) & 72 (EO#111). PROVIDED MAP GRAPHIC APPEARED SHIFTED WEST OF TRUE LOCATION; MAPPED TO AERIAL IMAGE MATCHING PRESERVED HABITAT.	WOODCREEK NORTH OPEN SPACE PRESERVE/WETLAND COMPENSATION AREA.	POOL NUMBERS 321, 330, 342, 357, 396, AND 401.	WOODCREEK NORTH OPEN SPACE PRESERVE/WETLAND COMPENSATION AREA.	HIGHLAND RESERVE SOUTH.
CONSTRUCTED AND SEASONAL HARDPAN VERNAL POOLS WITH NON-NATIVE ANNUAL GRASSLAND.	HABITAT CONSISTS OF ANNUAL GRASSLAND WITH CONSTRUCTED AND HISTORIC VERNAL POOLS SURROUNDED BY OAK WOODLAND. BRANCHINECTA LYNCHI ALSO FOUND HERE.	VERNAL POOL COMPLEX.	HABITAT CONSISTS OF PRESERVE WITH CONSTRUCTED AND HISTORIC VERNAL POOLS WITHIN A NON-NATIVE ANNUAL GRASSLAND. SURROUNDED BY URBAN AREAS AND DEVELOPMENT.	HABITAT CONSISTS OF PRESERVE WITH CONSTRUCTED AND HISTORIC VERNAL POOLS WITHIN A NON-NATIVE ANNUAL GRASSLAND. SURROUNDED BY URBAN AREAS AND DEVELOPMENT.
LINDERIELLA OCCIDENTALIS OBSERVED IN CONSTRUCTED VERNAL POOLS SOMETIME BETWEEN 6 FEB AND 2 MAR 1995.	UNKNOWN # OBS 7 MAR 2001. 1000'S OBS 28 FEB 2002 IN POOL C. FOUND IN POOLS 2, 3, 5, & 7 IN JAN 2003. 1000'S OBS. 17 FEB 2004 IN POOL #5. 7 JAN 2005: 1000'S IN POOLS SWB, SWC, SWE. 100'S IN POOL SWF. JAN 2006: 10S-1000S IN 7 POOLS.	10'S TO 100'S IN EACH POOL.	UNKNOWN # OBS 7 MAR 2001. 1000'S OBS 28 FEB 2002 IN POOL C. FOUND IN POOLS 2, 3, 5, & 7 IN JAN 2003. 1000'S OBS. 17 FEB 2004 IN POOL #5. 7 JAN 2005: 1000'S IN POOLS SWB, SWC, SWE. 100'S IN POOL SWF. JAN 2006: 10S-1000S IN 7 POOLS.	100'S OF INDIVIDUALS OBSERVED WITHIN POOL #ND ON 4 JAN 2002, AND AN UNKNOWN NUMBER WERE OBSERVED IN POOLS #N92, N108, AND NL ON 12 AND 16 FEB 2004. 10'S OBS IN POOLS ND, N82, N87 ON 21 JAN 2005.
20110429	20060620	20060620	20060327	20051017

Blue Oak Commerce Center - CDFW CNDDDB 5 mile search results:

<i>Linderiella occidentalis</i>	<i>Linderiella occidentalis</i>	<i>Linderiella occidentalis</i>	<i>Linderiella occidentalis</i>
<i>California linderiella</i>	<i>California linderiella</i>	<i>California linderiella</i>	<i>California linderiella</i>
ICBRA06010	ICBRA06010	ICBRA06010	ICBRA06010
419	227	246	185
93322	56433	62823	42747
94459	56449	62877	42747
3812174	3812173	3812173	3812173
Pleasant Grove	Roseville	Roseville	Roseville
PLA	PLA	PLA	PLA
T10N, R05E, Sec. 01, N (M)	T11N, R06E, Sec. 23, SW (M)	T11N, R06E, Sec. 27, NE (M)	T12N, R06E, Sec. 33, SW (M)
100	160	150	115
Crustaceans	Crustaceans	Crustaceans	Crustaceans
1	1	1	1
80 meters	80 meters	80 meters	80 meters
Presumed Extant	Presumed Extant	Presumed Extant	Presumed Extant
Natural/Native occurrence	Natural/Native occurrence	Natural/Native occurrence	Natural/Native occurrence
Unknown	Unknown	Unknown	Unknown
N	N	N	N
20061118	20010220	20050121	19970212
20061118	20010220	20050121	19970212
PVT	UNKNOWN	UNKNOWN	UNKNOWN
None	None	None	None
None	None	None	None
G2G3	G2G3	G2G3	G2G3
S2S3	S2S3	S2S3	S2S3
IUCN_NT	IUCN_NT	IUCN_NT	IUCN_NT
SOUTH SIDE OF BASE LINE ROAD ABOUT 0.5 MILE EAST OF THE WATT AVENUE JUNCTION, WEST OF ROSEVILLE.	NW OF THE JUNCTION OF PLEASANT GROVE BLVD AND ROSEVILLE PARKWAY, SOUTH OF HIGHWAY 65, ROSEVILLE.	LOCATED BETWEEN HIGHWAY 65 AND ROSEVILLE PARKWAY, NW OF GIBSON DRIVE, ROSEVILLE.	0.6 MILE NW OF PLEASANT GROVE RD & SPRR, 1.4 MILE ESE OF ORCHARD CREEK & INGRAM SLOUGH CONFLUENCE, NNW OF ROSEVILLE.
MAPPED TO LOCATIONS OF POOL HBC4C FROM 2007 REPORT. PART OF 1,800-ACRE LINEAR SURVEY AREA FOR PGE LINE 123 EXTENSION/LINE 407 (PHASE 1)/METRO AIR PARK DISTRIBUTION FEEDER PROJECT.	HIGHLAND RESERVE SOUTH.	HIGHLAND RESERVE SOUTH OPEN SPACE AREAS. POOLS LOCATED 0.28 MILE NORTH OF THE INTERSECTION OF ROSEVILLE PARKWAY AND GIBSON DRIVE, SOUTH SIDE OF DRAINAGE.	JUST SOUTH OF ORCHARD CREEK, ORCHARD CREEK MITIGATION BANK. MAJORITY OF VERNAL POOLS ARE ON SAN JOAQUIN SANDY LOAM AND ALAMO-FIDDYMENT COMPLEX SOILS. MORE MAP DETAIL IN REPORT.
POTENTIAL BRANCHIOPOD HABITAT PER 2007 REPORT.	HABITAT CONSISTS OF A HISTORIC VERNAL POOL.	HABITAT CONSISTS OF A COMPENSATION (CONSTRUCTED) VERNAL POOL.	ENDEMIC VEGETATION: RANUNCULUS ALVEOLATUS, ERYNGIUM VASEYI, PLAGIOBOTHRYUS STIPTAUS, PSILICARPUS ZIZYPHOROIDES, DESCHAMPSIA DAMTHONIOIDES, NAVARRETIA LEUCOCEPHALA.
1 CYST FOUND IN DRY-SEASON SAMPLES TAKEN NOV 2006.	100'S OBSERVED IN POOL WRR ON 21 JAN 2005.	10'S OBSERVED IN POOL E16 ON 20 FEB 2001.	OBSERVED LINDERIELLA THIS POOL WAS RATED HIGH IN ABUNDANCE.
ENERGY INFRASTRUCTURE MAINTENANCE/CONSTRUCTION.			
Other			
20140730	20051018	20040819	20000412

Blue Oak Commerce Center - CDFW CNDDDB 5 mile search results:

<i>Downingia pusilla</i>	<i>Downingia pusilla</i>	<i>Downingia pusilla</i>	<i>Juncus leiospermus</i> <i>var. leiospermus</i>	<i>Linderiella occidentalis</i>
<i>dwarf downingia</i>	<i>dwarf downingia</i>	<i>dwarf downingia</i>	<i>Red Bluff dwarf rush</i>	<i>California linderiella</i>
PDCAM060C0	PDCAM060C0	PDCAM060C0	PMJUN011L2	ICBRA06010
101	36		10	257
43409	11732		11642	64342
43409	13217		22188	64421
3812174	3812173		3812173	3812173
Pleasant Grove	Roseville		Roseville	Roseville
PLA	PLA		PLA	PLA
T11N, R05E, Sec. 23, SW (M)	T11N, R06E, Sec. 26, SE (M)		T11N, R06E, Sec. 16, NE (M)	T11N, R05E, Sec. 24, SW (M)
100	210		110	95
Dicots	Dicots		Monocots	Crustaceans
1	1		1	1
specific area	1/5 mile		1/5 mile	80 meters
Presumed Extant	Possibly Extirpated		Presumed Extant	Presumed Extant
Natural/Native occurrence	Natural/Native occurrence		Natural/Native occurrence	Natural/Native occurrence
Good	None		Unknown	Unknown
N	N		N	N
20020501	19970618		19970618	20060131
20020501	19870415		19820428	20060131
PVT	UNKNOWN		PVT	PVT
None	None		None	None
None	None		None	None
GU	GU		G2T2	G2G3
S2	S2		S2	S2S3
2B.2	2B.2		1B.1	
			BLM_S; USFS_S	IUCN_NT
SOUTH OF PHILLIP ROAD ABOUT 3.5 MILES EAST OF BREWER ROAD, NORTHWEST OF ROSEVILLE.	NE OF ROSEVILLE AND SW OF ROCKLIN POWER LINE.		APPROX 0.5 MI N OF SCOW RD INDUSTRIAL BLVD, ROSEVILLE.	NEAR UNNAMED TRIBUTARY TO PLEASANT GROVE CREEK NORTH AND EAST OF PHILLIP ROAD, NW OF ROSEVILLE.
SEVERAL POOLS MAPPED IN SEVEN POLYGONS AT CNDDDB, ABOUT 0.5 MILE SOUTH OF PHILIP ROAD. POOLS ARE NEAR THE CENTER OF THE SOUTH HALF OF SECTION 23 AND SOUTH INTO THE NORTH HALF OF SECTION 26.			WEST OF RR TRACKS, SOUTH OF INDUSTRIAL WASTE PONDS AND EAST OF A POWERLINE.	POOL #567, WEST OF HAYDEN PARKWAY. MAPPED 0.2 MILE WEST OF FIDDYMMENT RANCH.
VERNAL POOLS DOMINATED BY PLAGIOBOTHRYS STIPITATUS, POGOGYNE ZIZIPHOROIDES, PSILOCARPHUS BREVISSIMUS, NAVARETTIA LEUCOCEPHALA, AND HORDEUM MURINUM SSP. GOSSONEANUM.	VERNAL POOL ON INKS-EXCHEQUER SOILS. ASSOCIATED WITH ALLOCARYA STIPITATA MICRANTHA, ALOPECURUS HOWELLII, LASTHENIA CHRYSOSTOMA, AND ERYNGIUM VASEYI.		MARGINS OF VERNAL POOLS, LARGELY ON KILAGA LOAM SOILS.	
UNKNOWN NUMBER OF PLANTS OBSERVED IN FIVE POOLS IN 2000. FEWER THAN 10 PLANTS OBSERVED IN 2002 AT TWO NEW LOCATIONS. INCLUDES FORMER OCCURRENCE #102.	1000-1500 PLANTS IN 1987. THIS AREA WAS GRADED WHEN VISITED IN 1997. SITE IS NOW LOCATED SOUTH OF ROSEVILLE PARKWAY AT DIAMOND OAKS ROAD.		NO PLANTS SEEN IN 1997 WINDSHIELD SURVEY; HABITAT APPEARED INTACT. WITHAM CONSIDERS THIS SITE TO BE ERRONEOUS; IT IS WELL OUTSIDE THE REPORTED RANGE OF THIS SPECIES. IT MAY BE VAR. AHARTII OR A MISIDENTIFICATION. NEEDS FIELDWORK.	NUMBERS FOUND NOT GIVEN FOR THIS POOL.
SITE IS GRAZED AND RECEIVES RUNOFF FROM ADJACENT HOUSING. AREA IS SLATED FOR DEVELOPMENT.	SITE GRAZED AND RUTTED BY VEHICLE TRACKS. ROSEVILLE PLANS TO RETAIN AS URBAN RESERVE, BUT DEVELOPMENT SURROUNDS.		THREATS INCLUDE HOUSING OR LIGHT INDUSTRY DEVELOPMENT.	
Development; Erosion/runoff: Grazing			Development	
20030304	19970811		20030408	20060327

Blue Oak Commerce Center - CDFW CNDDDB 5 mile search results:

Downingia pusilla	Downingia pusilla	Downingia pusilla	Downingia pusilla	Downingia pusilla
dwarf downingia	dwarf downingia	dwarf downingia	dwarf downingia	dwarf downingia
PDCAM060C0	PDCAM060C0	PDCAM060C0	PDCAM060C0	PDCAM060C0
37	98	98	100	60
11676	43406	43406	43408	26041
17396	43406	43406	43408	5230
3812173	3812173	3812173	3812174	3812173
Roseville	Roseville	Roseville	Pleasant Grove	Roseville
PLA	PLA	PLA	PLA	PLA
T11N, R06E, Sec. 22 (M)	T11N, R05E, Sec. 24, NW (M)	T11N, R05E, Sec. 24, NW (M)	T11N, R05E, Sec. 23, NW (M)	T12N, R06E, Sec. 28, SE (M)
135	90	90	90	130
Dicots	Dicots	Dicots	Dicots	Dicots
1	1	1	1	1
specific area	specific area	specific area	specific area	specific area
Presumed Extant	Presumed Extant	Presumed Extant	Presumed Extant	Presumed Extant
Natural/Native occurrence	Natural/Native occurrence	Natural/Native occurrence	Natural/Native occurrence	Natural/Native occurrence
Poor	Good	Good	Good	Excellent
N	N	N	N	N
20130401	20000412	20000412	20000412	19900414
20130401	20000412	20000412	20000412	19900414
PVT, CITY OF ROSEVILLE	PVT	PVT	PVT	PVT
None	None	None	None	None
None	None	None	None	None
GU	GU	GU	GU	GU
S2	S2	S2	S2	S2
2B.2	2B.2	2B.2	2B.2	2B.2
WEST OF HIGHWAY 65, ABOUT 0.5 AND 0.8 AIR MILE WEST OF JUNCTION WITH PLEASANT GROVE BLVD, NORTH OF ROSEVILLE.	ABOUT 0.7 MILE WEST OF CONFLUENCE OF KASEBERG CREEK AND PLEASANT GROVE CREEK, NORTHWEST OF ROSEVILLE.	ABOUT 0.7 MILE WEST OF CONFLUENCE OF KASEBERG CREEK AND PLEASANT GROVE CREEK, NORTHWEST OF ROSEVILLE.	SOUTH SIDE OF PHILLIP ROAD ABOUT 3 MILES EAST OF BREWER ROAD, NORTHWEST OF ROSEVILLE.	BETWEEN HIGHWAY 65 AND INDUSTRIAL BLVD NORTH OF ORCHARD CREEK, 2.2 MILES SOUTH OF LINCOLN.
3 POLYGONS MAPPED ACCORDING TO 1987 STROMBERG MAPS AND 2013 VOLLMAR DIGITAL DATA.	FOUR POOLS MAPPED WITHIN THREE POLYGONS AT CNDDDB, ABOUT 1 MILE WEST OF ELBOW IN FIDDYMENT ROAD. POOLS ARE WITHIN THE WEST HALF OF THE NW 1/4 OF SECTION 24.	FOUR POOLS MAPPED WITHIN THREE POLYGONS AT CNDDDB, ABOUT 1 MILE WEST OF ELBOW IN FIDDYMENT ROAD. POOLS ARE WITHIN THE WEST HALF OF THE NW 1/4 OF SECTION 24.	FIVE POOLS MAPPED IN THREE POLYGONS AT CNDDDB, JUST SOUTH OF PHILIP ROAD. POOLS ARE WITHIN THE NW 1/4 NW 1/4 SECTION 23 AND THE NE CORNER OF SECTION 22.	MAPPED ABOUT 0.6 AIR MILE SSW OF THE LINCOLN RODEO GROUNDS. WITHIN THE NE 1/4 OF THE SE 1/4 OF SECTION 28 AND THE NW 1/4 OF THE SW 1/4 OF SECTION 27.
SHALLOW VERNAL POOLS ON COMETA-FIDDYMENT SOILS COMPLEX. ASSOCIATED WITH ALLOCARYA STIPITATA MICRANTHA, CRASSULA AQUATICA, DOWNINGIA ORNATISSIMA, AND GRATIOLA EBRACTEATA.	VERNAL POOLS DOMINATED BY PLAGIOBOTHRYS STIPITATUS, POGOGYNE ZIZIPHOROIDES, PSILOCARPHUS BREVISSIMUS, NAVARETTIA LEUCOCEPHALA, AND HORDEUM MURINUM SSP. GOSSONEANUM.	VERNAL POOLS DOMINATED BY PLAGIOBOTHRYS STIPITATUS, POGOGYNE ZIZIPHOROIDES, PSILOCARPHUS BREVISSIMUS, NAVARETTIA LEUCOCEPHALA, AND HORDEUM MURINUM SSP. GOSSONEANUM.	VERNAL POOLS DOMINATED BY PLAGIOBOTHRYS STIPITATUS, POGOGYNE ZIZIPHOROIDES, PSILOCARPHUS BREVISSIMUS, NAVARETTIA LEUCOCEPHALA, AND HORDEUM MURINUM SSP. GOSSONEANUM.	NORTHERN CLAYPAN VERNAL POOLS ON SAN JOAQUIN SOIL SERIES AND NORTHERN VOLCANIC MUDFLOW VERNAL POOLS ON EXCHEQUER SERIES SOILS. ASSOCIATED WITH PLAGIOBOTHRYS STIPITATUS, DOWNINGIA BICORNUTA, LASTHENIA FREMONTII, NAVARRETIA LEUCOCEPHALA, ETC.
WESTERN POLYGON: 7000+ PLANTS IN THREE VERNAL POOLS IN 1987, SITE WAS GRADED WHEN VISITED IN 1997. SEEN IN TWO EASTERN POLYGONS IN 2013.	UNKNOWN NUMBER OF PLANTS OBSERVED IN FOUR POOLS IN 2000.	UNKNOWN NUMBER OF PLANTS OBSERVED IN FOUR POOLS IN 2000.	UNKNOWN NUMBER OF PLANTS OBSERVED IN FIVE POOLS IN 2000.	MORE THAN 1000 PLANTS OBSERVED IN 1989. 237 PLANTS OBSERVED IN 1990. SITE HAS MANY LARGE POOLS, SWALES AND VERNAL FLATS. SAN JOAQUIN SERIES AND MUDFLOW POOLS BOTH PRESENT. AREA SHOULD BE EVALUATED FOR REGIONAL POOL PRESERVE.
W POLYGON: SITE GRAZED, EXTIRPATED BY HOUSING DEVELOPMENT ACCORDING TO 2017 AERIAL IMAGERY.	SITE IS GRAZED AND RECEIVES RUNOFF FROM ADJACENT HOUSING. AREA IS SLATED FOR DEVELOPMENT.	SITE IS GRAZED AND RECEIVES RUNOFF FROM ADJACENT HOUSING. AREA IS SLATED FOR DEVELOPMENT.	SITE IS GRAZED AND RECEIVES RUNOFF FROM ADJACENT HOUSING. AREA IS SLATED FOR DEVELOPMENT.	SITE IS CURRENTLY GRAZED BY CATTLE. GENERAL AREA IS BEING DEVELOPED RAPIDLY.
Development; Grazing	Development; Erosion/runoff: Grazing	Development; Erosion/runoff: Grazing	Development; Erosion/runoff: Grazing	Development; Grazing
20180724	20000810	20000810	20000810	19940808

Blue Oak Commerce Center - CDFW CNDDDB 5 mile search results:

<i>Downingia pusilla</i>	<i>Downingia pusilla</i>	<i>Downingia pusilla</i>	<i>Downingia pusilla</i>	<i>Downingia pusilla</i>
<i>dwarf downingia</i>	<i>dwarf downingia</i>	<i>dwarf downingia</i>	<i>dwarf downingia</i>	<i>dwarf downingia</i>
PDCAM060C0	PDCAM060C0	PDCAM060C0	PDCAM060C0	PDCAM060C0
142	131	131	99	110
B0120	83692	83692	43407	50379
111979	84720	84720	43407	50379
3812173	3812174	3812174	3812173	3812173
Roseville	Pleasant Grove	Pleasant Grove	Roseville	Roseville
PLA	PLA	PLA	PLA	PLA
T11N, R06E, Sec. 32, NW (M)	T11N, R05E, Sec. 14, SE (M)	T11N, R05E, Sec. 14, SE (M)	T11N, R05E, Sec. 24, SW (M)	T12N, R06E, Sec. 32, NE (M)
125	80	80	100	118
Dicots	Dicots	Dicots	Dicots	Dicots
1	1	1	1	1
specific area	specific area	specific area	specific area	80 meters
Presumed Extant	Presumed Extant	Presumed Extant	Presumed Extant	Presumed Extant
Natural/Native occurrence	Natural/Native occurrence	Natural/Native occurrence	Natural/Native occurrence	Natural/Native occurrence
Unknown	Good	Good	Good	Excellent
N	N	N	N	N
20130401	20060428	20060428	20000412	20020503
20130401	20060428	20060428	20000412	20020503
CITY OF ROSEVILLE	PVT	PVT	PVT	PVT-WILDLANDS INC
None	None	None	None	None
None	None	None	None	None
GU	GU	GU	GU	GU
S2	S2	S2	S2	S2
2B.2	2B.2	2B.2	2B.2	2B.2
JUST NORTH OF THE INTERSECTION OF WOODCREEK OAKS BLVD AND JUNCTION BLVD, ROSEVILLE.	NORTH SIDE OF PLEASANT GROVE CREEK, ABOUT 1.1 AIR MILES NORTHWEST OF R F FIDDYMENT RANCH.	NORTH SIDE OF PLEASANT GROVE CREEK, ABOUT 1.1 AIR MILES NORTHWEST OF R F FIDDYMENT RANCH.	ABOUT 1 MILE SOUTHWEST OF CONFLUENCE OF KASEBERG CREEK AND PLEASANT GROVE CREEK, NORTHWEST OF ROSEVILLE.	NORTH SIDE OF ORCHARD CREEK, 3 MILES SW OF LINCOLN. 1.4 MILES NW OF INDUSTRIAL AVE AT ATHENS AVE, NORTH OF ROSEVILLE.
3 POLYGONS MAPPED ACCORDING TO 2013 VOLLMAR DIGITAL DATA, IN THE SOUTH 1/2 OF THE NW 1/4 OF SECTION 32.	MAPPED IN THE NORTH HALF OF THE SE 1/4 OF SECTION 14 ACCORDING TO A 2006 MAP BY FISHER.	MAPPED IN THE NORTH HALF OF THE SE 1/4 OF SECTION 14 ACCORDING TO A 2006 MAP BY FISHER.	TWO POOLS MAPPED BY CNDDDB: JUST NORTH OF PHILIP ROAD ABOUT 0.9 MILE WEST OF FIDDYMENT ROAD. POOLS ARE WITHIN THE SW 1/4 SW 1/4 SECTION 24.	MAPPED WITHIN THE NW 1/4 OF THE NE 1/4 OF SECTION 32.
VERNAL POOL. ASSOCIATED WITH DOWNINGIA BICORNUTA, PSILOCARPHUS BREVISSIMUS VAR. BREVISSIMUS, PLAGIOBOTHRYS STIPITATUS VAR. MICRANTHUS, RANUNCULUS BONARIENSIS, ETC.	WETLAND SWALE. ASSOCIATED W/ RANUNCULUS BONARIENSIS TRISEPALUS, PLAGIOBOTHRYS STIPITATUS, AND ERYNGIUM VASEYI. SURROUNDING LANDSCAPE CONSISTS OF UNDULATING GRASSLAND WITH VERNAL POOLS, SWALES, AND PLEASANT GROVE CREEK.	WETLAND SWALE. ASSOCIATED W/ RANUNCULUS BONARIENSIS TRISEPALUS, PLAGIOBOTHRYS STIPITATUS, AND ERYNGIUM VASEYI. SURROUNDING LANDSCAPE CONSISTS OF UNDULATING GRASSLAND WITH VERNAL POOLS, SWALES, AND PLEASANT GROVE CREEK.	VERNAL POOLS DOMINATED BY PLAGIOBOTHRYS STIPITATUS, POGOGYNE ZIZYPHOROIDES, PSILOCARPHUS BREVISSIMUS, NAVARRERIA LEUCOCEPHALA, AND HORDEUM MURINUM SSP. GOSSONEANUM.	LARGE VERNAL POOLS WITH DOWNINGIA BICORNUTA, LASTHENIA FREMONTII, PSILOCARPHUS BREVISSIMUS, GRATIOLA EBRacteATA, AND PLAGIOBOTHRYS STIPITATUS. LEGENERE LIMOSA ALSO PRESENT.
2010 POPULATION NUMBERS FOR POLYGONS FROM NORTH TO SOUTH: 1000, 50, AND 500+ PLANTS SEEN IN 2010. 100-500 PLANTS SEEN IN MIDDLE POLYGON IN 2013.	SEVERAL THOUSAND PLANTS OBSERVED IN 2006.	SEVERAL THOUSAND PLANTS OBSERVED IN 2006.	UNKNOWN NUMBER OF PLANTS OBSERVED IN 2000. 2010 AERIAL PHOTO SHOWS DEVELOPMENT AT SOUTHERN POOL. SOUTHERN COLONY IS PROBABLY EXTIRPATED.	FEWER THAN 100 PLANTS OBSERVED IN 2002 IN TWO POOLS, LIKELY TO OCCUR IN OTHER ADJACENT POOLS AS WELL. WITHIN CONSERVATION BANK.
	THREATENED BY RESIDENTIAL AND COMMERCIAL DEVELOPMENT.	THREATENED BY RESIDENTIAL AND COMMERCIAL DEVELOPMENT.	SITE IS GRAZED AND RECEIVES RUNOFF FROM ADJACENT HOUSING. AREA IS SLATED FOR DEVELOPMENT.	LIGHT GRAZING.
	Development	Development	Development; Erosion/runoff; Grazing	Grazing
20180724	20110914	20110914	20110914	20110914

Blue Oak Commerce Center - CDFW CNDDDB 5 mile search results:

<i>Downingia pusilla</i>	<i>Downingia pusilla</i>	<i>Downingia pusilla</i>	<i>Downingia pusilla</i>	<i>Downingia pusilla</i>
<i>dwarf downingia</i>	<i>dwarf downingia</i>	<i>dwarf downingia</i>	<i>dwarf downingia</i>	<i>dwarf downingia</i>
PDCAM060C0	PDCAM060C0	PDCAM060C0	PDCAM060C0	PDCAM060C0
130	132	132	141	97
83688	83693	83693	B0119	43402
84716	84721	84721	111978	43402
3812174	3812174	3812174	3812173	3812173
Pleasant Grove	Pleasant Grove		Roseville	Roseville
PLA	PLA	PLA	PLA	PLA
T11N, R05E, Sec. 14, NE (M)	T11N, R05E, Sec. 14, SE (M)		T11N, R06E, Sec. 33, NW (M)	T11N, R05E, Sec. 24, NE (M)
80	80		135	95
Dicots	Dicots		Dicots	Dicots
1	1		1	1
specific area	specific area		specific area	specific area
Presumed Extant	Presumed Extant		Presumed Extant	Presumed Extant
Natural/Native occurrence	Natural/Native occurrence		Natural/Native occurrence	Natural/Native occurrence
Good	Poor		Good	Good
N	N		N	N
20060428	20060428		20140519	20000412
20060428	20060428		20140519	20000412
PVT	PVT		CITY OF ROSEVILLE	PVT
None	None		None	None
None	None		None	None
GU	GU		GU	GU
S2	S2		S2	S2
2B.2	2B.2		2B.2	2B.2
NORTH OF PLEASANT GROVE CREEK, ABOUT 1.5 AIR MILES NORTHWEST OF R F FIDDYMENT RANCH.	SOUTH SIDE OF PLEASANT GROVE CREEK, ABOUT 1 AIR MILE WNW OF R F FIDDYMENT RANCH.		SOUTH OF PLEASANT GROVE BLVD, ABOUT 300 FT EAST OF COUNTY CLUB DRIVE, ROSEVILLE.	JUST WEST OF CONFLUENCE OF KASEBERG CREEK AND PLEASANT GROVE CREEK, NORTHWEST OF ROSEVILLE.
MAPPED IN THE SW 1/4 OF THE NE 1/4 OF SECTION 14 ACCORDING TO A 2006 MAP BY FISHER.	MAPPED IN THE SW 1/4 OF THE SE 1/4 OF SECTION 14 ACCORDING TO A 2006 MAP BY FISHER.		UNDERNEATH TRANSMISSION LINES, 180 FT SOUTH OF THE EAST-WEST BIKE PATH THROUGH THE OPEN SPACE. MAPPED ACCORDING TO 2013 PIMENTEL COORDINATES AND 2014 HUDDLESTON COORDINATES, WITHIN THE FAR NW 1/4 OF SECTION 33.	MAPPED IN SINGLE POOL ABOUT 0.35 MILE WEST OF ELBOW IN FIDDYMENT ROAD. WITHIN THE NW 1/4 NE 1/4 SECTION 24.
VERNAL POOL. ASSOCIATED WITH RANUNCULUS BONARIENSIS TRISEPALUS, PLAGIOBOTHRYS STIPITATUS, AND ERYNGIUM VASEYI. SURROUNDING LANDSCAPE CONSISTS OF UNDULATING GRASSLAND WITH VERNAL POOLS, SWALES, AND PLEASANT GROVE CREEK.	MAN-MADE DITCH. ASSOC W/ RANUNCULUS BONARIENSIS TRISEPALUS, PLAGIOBOTHRYS STIPITATUS, AND ERYNGIUM VASEYI. SURROUNDING LANDSCAPE CONSISTS OF UNDULATING GRASSLAND WITH VERNAL POOLS, SWALES, AND PLEASANT GROVE CREEK.		POOL DOMINATED BY ELEOCHARIS MACROSTACHYA. ASSOCIATED WITH DOWNINGIA BICORNUTA, POLYPOGON MONSPELIENSIS, FESTUCA PERENNIS, CALLITRICHE MARGINATA, PILULARIA AMERICANA, CRASSULA AQUATICA, PSILOCARPHUS BREVISSIMUS, ERYNGIUM CASTRENSE, ETC.	VERNAL POOLS DOMINATED BY PLAGIOBOTHRYS STIPITATUS, POGOGYNE ZIZIPHOROIDES, PSILOCARPHUS BREVISSIMUS, NAVARETTIA LEUCOCEPHALA, AND HORDEUM MURINUM SSP. GOSSONEANUM.
APPROXIMATELY 100 PLANTS OBSERVED IN 2006.	ONE PLANT OBSERVED IN 2006.		14,000 PLANTS OBSERVED IN 2013. FEWER THAN 100 PLANTS OBSERVED IN 2014; POPULATION DECLINE PRESUMABLY DUE TO THE UNUSUALLY DRY OVERALL SEASONAL CONDITIONS.	UNKNOWN NUMBER OF PLANTS OBSERVED IN SINGLE POOL IN 2000.
THREATENED BY RESIDENTIAL AND COMMERCIAL DEVELOPMENT.	THREATENED BY RESIDENTIAL AND COMMERCIAL DEVELOPMENT.		HUMAN VISITATION, FERAL ANIMALS, RUNOFF FROM SURROUNDING HOMES.	SITE IS GRAZED AND RECEIVES RUNOFF FROM ADJACENT HOUSING. AREA IS SLATED FOR DEVELOPMENT.
Development	Development		Erosion/runoff; Foot traffic/trampling; Other	Development; Erosion/runoff; Grazing
20110914	20110921		20180724	20000810

Blue Oak Commerce Center - CDFW CNDDDB 5 mile search results:

<i>Linderiella occidentalis</i>	<i>Legenere limosa</i>	<i>Legenere limosa</i>	<i>Legenere limosa</i>	<i>Legenere limosa</i>
<i>California linderiella</i>	<i>Legenere limosa</i>	<i>Legenere limosa</i>	<i>Legenere limosa</i>	<i>legenere</i>
	ICBRA06010	PDCAM0C010	PDCAM0C010	PDCAM0C010
	157	84	58	11
	38256	A7923	48978	11680
	33921	109709	48978	28357
	3812173	3812173	3812173	3812173
	Roseville	Roseville	Roseville	Roseville
	PLA	PLA	PLA	PLA
	T11N, R06E, Sec. 30 (M)	T12N, R06E, Sec. 28, SW (M)	T12N, R06E, Sec. 32, NE (M)	T11N, R06E, Sec. 10, SW (M)
	120	130	118	120
	Crustaceans	Dicots	Dicots	Dicots
	1	1	1	1
	non-specific area	specific area	specific area	specific area
	Presumed Extant	Presumed Extant	Presumed Extant	Presumed Extant
	Natural/Native occurrence	Natural/Native occurrence	Natural/Native occurrence	Natural/Native occurrence
	Unknown	Good	Good	Unknown
	N	N	N	N
	19970116	20140522	20020503	19970618
	19970116	20140522	20020503	198404XX
	PVT	PVT	PVT-WILDLANDS INC	PVT
	None	None	None	None
	None	None	None	None
	G2G3	G2	G2	G2
	S2S3	S2	S2	S2
		1B.1	1B.1	1B.1
	IUCN_NT	BLM_S; SB_UCBG	BLM_S; SB_UCBG	BLM_S; SB_UCBG
	EAST OF FIDDYMENT ROAD, WEST OF FOOTHILLS BLVD, AND NORTH OF BASELINE ROAD, NW OF ROSEVILLE.	SW SIDE OF THE CITY OF LINCOLN; WEST OF THE JUNCTION OF EAGLESFIELD LANE AND REDCLIFFE LANE.	NORTH SIDE OF ORCHARD CREEK, 1.4 MILES NW OF INTERSECTION OF INDUSTRIAL AND ATHENS AVE, 3 MILES SOUTHWEST OF LINCOLN.	N TRIBUTARY OF PLEASANT GROVE CREEK, N OF PLEASANT GROVE CREEK, S OF PLACER BLVD, E OF HWY 65.
		MAPPED AS 2 POLYGONS ACCORDING TO 2014 HUDDLESTON COORDINATES, IN THE NORTH 1/2 OF THE SW 1/4 OF SECTION 28.	MAPPED WITHIN THE NW 1/4 OF THE NE 1/4 OF SECTION 32.	
	HABITAT CONSISTS OF SEASONAL WETLANDS; REFERENCE VERNAL POOLS, AND CONSTRUCTED VERNAL POOLS WITHIN A DESIGNATED WETLAND MITIGATION AREA. SURROUNDING UPLAND CONSISTS OF NON-NATIVE ANNUAL GRASSLAND/MIXED OAK WOODLAND.	OPEN GRASSLAND WITH VERNAL POOLS. LARGE VERNAL POOLS ON SOILS MAPPED AS SAN JOAQUIN SANDY LOAM SOILS. ASSOCIATED WITH ELEOCHARIS MACROSTACHYA, LASTHENIA GLABERRIMA, DOWNINGIA ORNATISSIMA, PLAGIOBOTHRYS, DESCHAMPSIA DANTHONIOIDES, ETC.	SCATTERED MARGINS OF LARGE VERNAL POOL WITH PLAGIOBOTHRYS UNDULATUS, P. STIPITATUS, LASTHENIA FREMONTII, L. GLABERRIMA, DOWNINGIA BICORNUTA, NAVARRETTA LEUCOCEPHALA, AND CALLITRICHE MARGINATA.	VERNAL POOL AREA ON FLOODPLAIN OF INTERMITTENT STREAM.
	CALIFORNIA LINDERIELLA WERE IDENTIFIED WITHIN 83 (44%) OF THE CONSTRUCTED VERNAL POOLS & SEASONAL WETLANDS AND 4 (21%) OF THE REFERENCE VERNAL POOLS SEASONAL WETLANDS. BRANCHINECTA LYNCHI ALSO OBSERVED.	IN 2014, NW POLYGON HAD 1000+ PLANTS AND SE POLYGON HAD 50+ PLANTS.	IN 2002 HUNDREDS OF PLANTS OBSERVED IN FOUR POOLS; LIKELY TO OCCUR IN OTHER ADJACENT POOLS.	ABOUT 200 PLANTS IN 1984. NONE FOUND IN 1997 (TOO LATE IN SEASON). THE NORTHERN POOLS WHICH WERE MAPPED HERE IN 1984 APPEAR TO BE EXTIRPATED. S POOLS UNDISTURBED IN 1997.
	THREATENED BY SURROUNDING DEVELOPMENT (GOLF COURSES AND RESIDENTIAL DEVELOPMENT).	NO VISIBLE THREATS AT THE TIME OF SURVEY.	LIGHT DISTURBANCE FROM GRAZING.	PART OF AREA PLANNED FOR INDUSTRIAL PARK USE (AREA GRADED IN 1983). GRAVEL PIT TO SOUTH.
	Development		Grazing	Development; Mining
	19980610	20180103	20100429	19970811

Blue Oak Commerce Center - CDFW CNDDDB 5 mile search results:

Northern Volcanic Mud Flow Vernal Pool	Northern Volcanic Mud Flow Vernal Pool	Northern Volcanic Mud Flow Vernal Pool	Northern Volcanic Mud Flow Vernal Pool	Northern Volcanic Mud Flow Vernal Pool
CTT44132CA	CTT44132CA	CTT44132CA	CTT44132CA	CTT44132CA
5	3	4	2	4
11695	11798	11746	11828	11746
16213	13419	16214	16215	16214
3812173	3812172	3812173	3812172	3812173
Roseville	Rocklin	Roseville	Rocklin	Roseville
PLA	PLA	PLA	PLA	PLA
T11N, R06E, Sec. 27, NE (M)	T11N, R07E, Sec. 30, S (M)	T11N, R06E, Sec. 25, NW (M)	T11N, R07E, Sec. 32, NW (M)	T11N, R06E, Sec. 25, NW (M)
165	280	225	400	225
Herbaceous	Herbaceous	Herbaceous	Herbaceous	Herbaceous
1	1	1	1	1
specific area	specific area	specific area	specific area	specific area
Presumed Extant	Presumed Extant	Presumed Extant	Presumed Extant	Presumed Extant
Natural/Native occurrence	Natural/Native occurrence	Natural/Native occurrence	Natural/Native occurrence	Natural/Native occurrence
Unknown	Unknown	Unknown	Unknown	Unknown
N	N	N	N	N
1982XXXX	1982XXXX	19870422	19860414	19870422
1982XXXX	1982XXXX	19870422	19860414	19870422
UNKNOWN	UNKNOWN	UNKNOWN	UNKNOWN	UNKNOWN
None	None	None	None	None
None	None	None	None	None
G1	G1	G1	G1	G1
S1.1	S1.1	S1.1	S1.1	S1.1
LESS THAN 1 MILE NORTH OF DIAMOND OAKS MUNICIPAL GOLF COURSE, EAST OF HIGHWAY 65, ROCKLIN.	NORTH & WEST OF ROSEVILLE RESERVOIR, SE OF SECRET RAVINE, ROSEVILLE-ROCKLIN CORPORATE BOUNDARY.	RIDGE BETWEEN MINERS RAVINE & SECRET RAVINE, VICINITY OF ROCKLIN-ROSEVILLE CORPORATE BOUNDARIES.		WEST OF ANTELOPE CREEK ON HILL EAST OF DIAMOND OAKS MUNICIPAL GOLF COURSE. ROCKLIN-ROSEVILLE BOUNDARY.
51 ACRES.	BOUNDARY INCL 2 POOL AREAS; ONE AREA HAS 48 ACRES OF POOLS (WESCO, 1982); THE OTHER AREA HAS 30 ACRES OF LOWER QUALITY POOLS.	WESCO SURVEYED 70 AC W/IN ROSEVILLE CITY LIMITS BUT TOTAL POOL AREA MUCH LARGER (ALONG SIERRA COLLEGE BLVD).		330 AC IN ROSEVILLE; ZONED AG IN 1977 GENERAL PLAN.
ON VOLCANIC SUBSTRATE. DICHLOSTEMMA LACUNA-VERNALIS PRESENT. UNABLE TO CONVERT TO FLORISTIC CLASSIFICATION, LACKS SPP. INFO.	ON VOLCANIC SUBSTRATE. UNABLE TO CONVERT TO FLORISTIC CLASSIFICATION, LACKS SPP. INFO.	POOLS ON VOLCANIC SUBSTRATE. MANY POOL TAXA PRESENT INCL DICHELOSTEMMA LACUNA-VERNALIS. UNABLE TO CONVERT TO FLORISTIC CLASSIFICATION, LACKS SPP. INFO.		LARGE AREA OF POOLS ON MEHRTEN FORMATION, EXCHEQUER VERY STONY LOAM. SPP INCL GRATIOLA HETEROSEPALA. PORTION SEEN IN 1987 EXCELLENT EXAMPLE OF VOLCANIC MUDFLOW POOLS. UNABLE TO CONVERT FLORISTIC CLASSIFICATION, LACKS SPP. INFO.
SEE WWW.DFG.CA.GOV/BIOGEDATA/VEGCAMP/NATURAL_COMM_BACKGROUND.ASP TO INTERPRET AND ADDRESS THE PRESENCE OF RARE COMMUNITIES.	SEE WWW.DFG.CA.GOV/BIOGEDATA/VEGCAMP/NATURAL_COMM_BACKGROUND.ASP TO INTERPRET AND ADDRESS THE PRESENCE OF RARE COMMUNITIES.	SEE WWW.DFG.CA.GOV/BIOGEDATA/VEGCAMP/NATURAL_COMM_BACKGROUND.ASP TO INTERPRET AND ADDRESS THE PRESENCE OF RARE COMMUNITIES.	SEE WWW.DFG.CA.GOV/BIOGEDATA/VEGCAMP/NATURAL_COMM_BACKGROUND.ASP TO INTERPRET AND ADDRESS THE PRESENCE OF RARE COMMUNITIES.	SEE WWW.DFG.CA.GOV/BIOGEDATA/VEGCAMP/NATURAL_COMM_BACKGROUND.ASP TO INTERPRET AND ADDRESS THE PRESENCE OF RARE COMMUNITIES.
ZONED AS RESIDENTIAL IN 1977 ROSEVILLE GENERAL PLAN.	BOTH AREAS ZONED FOR AGRICULTURE.	ROSEVILLE PORTION ZONED FOR AGRICULTURE W/2 AC MIN IN 1977 GENERAL PLAN.		PROPOSED FOR REGIONAL SHOPPING CENTER.
		Agriculture; Development		
19980716	19980716	19980716	19980716	19980716

Blue Oak Commerce Center - CDFW CNDDDB 5 mile search results:

Desmocerus californicus dimorphus	valley elderberry longhorn beetle	IICOL48011
Branchinecta lynchi	vernal pool fairy shrimp	ICBRA03030
Lepidurus packardi	vernal pool tadpole shrimp	ICBRA10010
Oncorhynchus mykiss irideus pop. 11	steelhead - Central Valley DPS	AFCHA0209K

Blue Oak Commerce Center - CDFW CNDDDB 5 mile search results:

<i>Buteo swainsoni</i>	<i>Athene cunicularia</i>	<i>Athene cunicularia</i>	<i>Spea hammondi</i>
<i>Swainson's hawk</i>	<i>burrowing owl</i>	<i>burrowing owl</i>	<i>western spadefoot</i>
ABNKC19070	ABNSB10010	ABNSB10010	AAABF02020
791	1177	339	173
42026	71623	42028	42150
42026	72527	42028	42150
3812173	3812173	3812173	3812173
Roseville	Roseville	Roseville	Roseville
PLA	PLA	PLA	PLA
T11N, R06E, Sec. 30, SE (M)	T12N, R06E, Sec. 31 (M)	T11N, R05E, Sec. 24 (M)	T11N, R06E, Sec. 29 (M)
125	110	100	140
Birds	Birds	Birds	Amphibians
1	1	1	1
80 meters	80 meters	non-specific area	2/5 mile
Possibly Extirpated	Presumed Extant	Presumed Extant	Presumed Extant
Natural/Native occurrence	Natural/Native occurrence	Natural/Native occurrence	Natural/Native occurrence
None	Good	Good	Poor
N	N	N	N
20010529	20080218	20030505	199002XX
19960701	20080218	19980508	199002XX
CITY OF ROSEVILLE, UNKNOWN	MOORE RANCH CONSERVANCY	PVT	PVT
None	None	None	None
Threatened	None	None	None
G5	G4	G4	G2G3
S3	S3	S3	S3
	SSC	SSC	SSC
BLM_S; IUCN_LC: USFWS_BCC	BLM_S; IUCN_LC: USFWS_BCC	BLM_S; IUCN_LC: USFWS_BCC	BLM_S; IUCN_NT
KASEBERG CREEK, 0.75 MILE E OF FIDDYMENT ROAD AND 0.25 MILE N OF PLEASANT GROVE BOULEVARD, E SIDE OF ROSEVILLE.	250 FT NORTH OF EAST CATLETT RD, 0.4 MI WEST OF FIDDYMENT RD, SW OF LINCOLN.	NORTH SIDE OF PHILIP ROAD, APPROXIMATELY 0.75 MILE WEST OF FIDDYMENT ROAD, NW OF ROSEVILLE.	NEAR THE INTERSECTION OF WOODCREEK OAKS BLVD AND PLEASANT GROVE BLVD, WOODCREEK OAKS SUBDIVISION IN WESTERN ROSEVILLE.
NEST TREE WAS LOCATED IN WHAT BECAME THE NORTH EDGE OF AN OPEN SPACE CORRIDOR/GOLF COURSE IN 1996. MAPPED TO PROVIDED TOPO MAP.	LOCATED ON MOORE RANCH WETLAND RESTORATION PROJECT PROPERTY.		MAPPED TO DESCRIPTION GIVEN (TOWNSHIP, SECTION AND ELEVATION DON'T MATCH SITE DESCRIPTION).
HABITAT WAS A WOODLAND CORRIDOR ALONG KASEBERG CREEK. DEVELOPMENT BEGINNING IN THE MID-1990S CONTINUES TO REPLACE FORAGING & NESTING HABITAT. NEST SITE IS NOW WITHIN THE CITY OF ROSEVILLE PUBLIC GOLF COURSE, SURROUNDED BY DEVELOPMENT.	HABITAT CONSISTS OF MIXED NATIVE AND NON-NATIVE GRASSLAND, WHICH IS WITHIN A VERNAL POOL RESTORATION PROJECT AREA. SURROUNDED BY GRAZED AND UNGRAZED PASTURES.	HABITAT CONSISTS OF MODERATELY-GRAZED, ROLLING GRASSLAND, WITH NO EVIDENCE OF HISTORIC SOIL DISTURBANCE. SITE WOULD BE BETTER IF MORE BURROWS WERE PRESENT; HARD SOILS AND LACK OF GROUND SQUIRRELS MAY BE THE CAUSE.	GRASSLAND WITH NUMEROUS VERNAL POOLS AND SWALES.
NESTING INITIATED IN 1996 DURING GRADING BUT PRIOR TO CONSTRUCTION OF HOUSES; 2 YOUNG PRODUCED. NEST SITE VACANT IN 1997, THOUGH NEST TREE REMAINED WITHIN AN OPEN SPACE/GOLF COURSE. NO ACTIVITY IN 2000 & 2001; TERRITORY APPEARS ABANDONED.	1 ADULT OBSERVED AT BURROW SITE ON 30 JAN, 1 FEB AND 18 FEB 2008. GULLS ATTRACTED BY NEARBY WASTEWATER & GARBAGE COLLECTION FACILITIES COULD POSSIBLY PREY UPON BUOW CHICKS IF NESTING OCCURS.	OWLS (NEVER MORE THAN 2) OBSERVED YEAR-ROUND DURING 1998. HABITAT APPEARS EXTANT, BUT NO OWLS WERE OBSERVED ON 5 MAY 2003 - DATE OF SITE VISIT LIKELY TO EARLY.	30+ METAMORPHS OBSERVED IN A DRYING INTERMITTENT DRAINAGE, 1990.
SURROUNDING SUBDIVISIONS & GOLF COURSE IN RIPARIAN CORRIDOR WERE CONSTRUCTED BEGINNING IN 1996. CONTINUING DEVELOPMENT.	THREATENED BY ENCROACHING URBAN DEVELOPMENT FROM BOTH LINCOLN & ROSEVILLE.	THREATS INCLUDE POSSIBLE FUTURE DEVELOPMENT OR LOSS OF GRAZERS.	LAND HAS BEEN DEVELOPED SINCE OBSERVATION.
Development	Development	Development; Other	Development
20130524	20080701	20030821	20000112

Blue Oak Commerce Center - CDFW CNDDDB 5 mile search results:

Agelaius tricolor	Agelaius tricolor	Agelaius tricolor	Laterallus jamaicensis coturniculus	Buteo swainsoni
ABPBXB0020	ABPBXB0020	ABNME03041	ABNKC19070	Swainson's hawk
579	937	134	952	
96865	B1321	65182	46025	
98087	113229	65261	46025	
3812173	3812173	3812172	3812173	
Roseville	Roseville	Rocklin	Roseville	
PLA	PLA	PLA	PLA	
T112N, R06E, Sec. 27 (M)	T112N, R06E, Sec. 29, SW (M)	T11N, R07E, Sec. 05, NW (M)	T11N, R06E, Sec. 19, N (M)	
140	102	360	110	
Birds	Birds	Birds	Birds	
1	1	1	1	
1/10 mile	specific area	1/10 mile	80 meters	
Presumed Extant	Presumed Extant	Presumed Extant	Presumed Extant	
Natural/Native occurrence	Natural/Native occurrence	Natural/Native occurrence	Natural/Native occurrence	
Unknown	Excellent	Excellent	Good	
N	N	N	N	
20150417	20170523	20060609	20010627	
20110419	20170523	20060609	200106XX	
UNKNOWN	PVT	PVT	UNKNOWN	
None	None	None	None	
Threatened	Threatened	Threatened	Threatened	
G1G2	G1G2	G3G4T1	G5	
S1S2	S1S2	S1	S3	
SSC	SSC	FP		
BLM_S; IUCN_EN; NABCI_RWL; USFWS_BCC	BLM_S; IUCN_EN; NABCI_RWL; USFWS_BCC	BLM_S; IUCN_NT; NABCI_RWL; USFWS_BCC	BLM_S; IUCN_LC; USFWS_BCC	
ABOUT 0.7 MI N OF HWY 65 AT TWELVE BRIDGES DR, 0.9 MI S OF HWY 65 AT JOINER PKWY, S OF LINCOLN.	AROUND THE CONFLUENCE OF INGRAM SLOUGH & ORCHARD CREEK, ABOUT 1.0 MI NE OF FIDDYMENT RD AT E CATLETT RD, SW OF LINCOLN.	CLOVER CREEK, IN CLOVER VALLEY, ABOUT 2.2 MI EAST OF TELEGRAPH HILL, ABOUT 2 MILES NW OF LOOMIS.	ALONG PLEASANT GROVE CREEK, BETWEEN FIDDYMENT ROAD AND BLUE OAKS BOULEVARD, WEST SIDE OF ROSEVILLE.	
COLONY DATA STORED IN UC DAVIS TRICOLORED BLACKBIRD PORTA; SITE NAME "RODEO GROUND OPEN SPACE 3." MAPPED TO LOCATION/COORDINATES PROVIDED BY PORTAL.	MAPPED TO PROVIDED LOCATIONS. PROPERTY KNOWN AS ANTONIO MOUNTAIN RANCH.	TEC: COORDS PROVIDED. RIC: GENERAL LOC PROVIDED VIA MAP (INDICATES SAME APPROX LOC, AND MAY REFER TO SAME DETECTION); OUTSIDE OF CORE STUDY AREA. MAPPED TO TEC LOCATION.		
BLACKBERRY BRAMBLES ALONG A CATTAIL/TULE MARSH. 2011 COLONY CONSISTED OF 3 BLACKBERRY BRAMBLES WITH OVER 100 BIRDS EACH; COLONY GROWING IN SIZE. DRY CONDITIONS AND MINIMAL WATER IN 2015.	NESTING IN HIMALAYAN BLACKBERRY IN RUDERAL GRASSLAND/VERNAL POOL COMPLEX AT CONVERGENCE OF ORCHARD CREEK AND INGRAM SLOUGH. SURROUNDING AREA USED FOR RANCHING. SUBURBAN HOUSING. IN 2017 SITE WAS IN THE PROCESS OF BECOMING A MITIGATION BANK.	LARGE, TYPHA-DOMINATED WETLAND SURROUNDING CLOVER CREEK; FIRM SUBSTRATE, UNSATURATED MUD WITH ALMOST NO STANDING WATER ELSEWHERE IN THE WETLAND. NO WATER FLOW WAS OBSERVED, BUT INFLOW IS AT NORTH END.	NEST TREE WAS A BLUE OAK; SURROUNDING HABITAT CONSISTS OF BLUE OAK WOODLAND GROWING ALONG PLEASANT GROVE CREEK.	
APPROXIMATELY 500 BIRDS OBSERVED ON 18 OR 19 APR 2011; COLONY NOT PREVIOUSLY OBSERVED, MARKED AS SINGING AND CARRYING NEST MATERIAL IN PORTAL. 0 BIRDS OBSERVED ON 18 APR 2014. 0 OBSERVED ON 17 APR 2015; ABOUT 1500 OBS THE WEEK PRIOR.	NESTING COLONY OF ABOUT 1000 OBSERVED ON 23 MAY 2017. ADULTS OBSERVED CARRYING FOOD (CATERPILLARS) INTO BLACKBERRY BRAMBLES.	1 RAIL (PROBABLE TERRITORIAL MALE) RESPONDED TO TAPED CALL ON 9 JUN 2006; LIKELY THE DETECTION NOTED IN RIC08A. RECENT DETECTIONS IN N PLA CO & NEARBY INDICATE THIS AS IMPORTANT'S EXTENSION OF THE PATCHY INLAND DISTRIBUTION OF THE CA BLRA.	DARK-PHASE ADULT SWHA OBSERVED ON 26 APR 2001; NO NEST FOUND. NEST FOUND BY THOMAS LEEMAN (ESA), AND HE REPORTED THAT AT 2 YOUNG HAD BEEN PRODUCED. BY 27 JUN 2001, WHEN WE RETURNED TO GPS THE NEST, THE YOUNG HAD FLEDGED.	
	URBAN DEVELOPMENT IN ADJACENT PARCELS.	THREATENED BY RESIDENTIAL DEVELOPMENT, INCLUDING A ROAD-CROSSING NEAR THE 2006 DETECTION SITE.	THREATENED BY DEVELOPMENT JUST WEST OF THE NEST SITE.	
	Development	Development	Development	
20160201	20181106	20091008	20011003	

Blue Oak Commerce Center - CDFW CNDDDB 5 mile search results:

Agelaius tricolor	Agelaius tricolor	Agelaius tricolor	Agelaius tricolor	Agelaius tricolor
tricolored blackbird	tricolored blackbird	tricolored blackbird	tricolored blackbird	tricolored blackbird
ABPBXB0020	ABPBXB0020	ABPBXB0020	ABPBXB0020	ABPBXB0020
580	929	929	581	242
96871	A1684	A1684	96873	23971
98094	103277	103277	98096	4277
3812173	3812173	3812173	3812173	3812173
Roseville	Roseville	Roseville	Roseville	Roseville
PLA	PLA	PLA	PLA	PLA
T12N, R06E, Sec. 34, NW (M)	T12N, R06E, Sec. 27, N (M)	T12N, R06E, Sec. 27, N (M)	T12N, R06E, Sec. 33, NE (M)	T12N, R06E, Sec. 28, SW (M)
130	143	143	121	125
Birds	Birds	Birds	Birds	Birds
1	1	1	1	1
80 meters	80 meters	80 meters	specific area	specific area
Presumed Extant	Presumed Extant	Presumed Extant	Presumed Extant	Presumed Extant
Natural/Native occurrence	Natural/Native occurrence	Natural/Native occurrence	Natural/Native occurrence	Natural/Native occurrence
Good	Unknown	Unknown	Good	Excellent
N	N	N	N	N
20150417	20150417	20150417	20150417	20150410
20110416	20080425	20080425	20150410	20000422
PVT	PVT	PVT	PVT	UNKNOWN
None	None	None	None	None
Threatened	Threatened	Threatened	Threatened	Threatened
G1G2	G1G2	G1G2	G1G2	G1G2
S1S2	S1S2	S1S2	S1S2	S1S2
SSC	SSC	SSC	SSC	SSC
BLM_S; IUCN_EN; NABCI_RWL; USFWS_BCC	BLM_S; IUCN_EN; NABCI_RWL; USFWS_BCC	BLM_S; IUCN_EN; NABCI_RWL; USFWS_BCC	BLM_S; IUCN_EN; NABCI_RWL; USFWS_BCC	BLM_S; IUCN_EN; NABCI_RWL; USFWS_BCC
ABOUT 0.2 MI NNW OF HWY 65 & TWELVE BRIDGES DR INTERSECTION, 0.3 MI NE OF TWELVE BRIDGES DR AT INDUSTRIAL AVE, LINCOLN.	ABOUT 0.3 MI SSW OF JOINER PKWY & DEL WEBB BLVD INTERSECTION, 0.6 MI SSE OF HWY 65 & JOINER PKWY INTERSECTION, LINCOLN.	ABOUT 0.3 MI SSW OF JOINER PKWY & DEL WEBB BLVD INTERSECTION, 0.6 MI SSE OF HWY 65 & JOINER PKWY INTERSECTION, LINCOLN.	ABOUT 0.2 MI S OF TWELVE BRIDGES DR & INDUSTRIAL AVE INTERSECTION, 0.6 MI N OF ATHENS RD AT INDUSTRIAL AVE, LINCOLN.	~0.2 MI WSW OF BRENTFORD CIR & FOREBRIDGE LN, 0.8 MI NW OF TWELVE BRIDGES DR & INDUSTRIAL AVE INTERSECTION, LINCOLN.
COLONY LOCATED "WEST OF THE SOUTH BOUND OFF RAMP FOR TWELVE BRIDGES AND HWY 65." BLACKBERRY BRAMBLES VISIBLE IN GOOGLE STREET VIEW. COLONY DATA STORED IN UC DAVIS TRICOLORED BLACKBIRD PORTAL. MAPPED TO LOCATION PROVIDED IN PORTAL.	COLONY DATA STORED IN THE UC DAVIS TRICOLORED BLACKBIRD PORTAL; SITE NAME WAS "RODEO GROUND OPEN SPACE 2." PREVIOUSLY REFERRED TO AS "CAPERTON AND STERLING PARKWAY" IN THE PORTAL.	COLONY DATA STORED IN THE UC DAVIS TRICOLORED BLACKBIRD PORTAL; SITE NAME WAS "RODEO GROUND OPEN SPACE 2." PREVIOUSLY REFERRED TO AS "CAPERTON AND STERLING PARKWAY" IN THE PORTAL.	COLONY DATA STORED IN UC DAVIS TRICOLORED BLACKBIRD PORTAL; SITE NAME "ORCHARD CREEK." MAPPED TO LOCATION PROVIDED IN PORTAL. LOCATION DESCRIBED AS "JUST EAST OF INDUSTRIAL AVENUE, ABOUT 0.25 MILE SOUTH OF TWELVE BRIDGES RD."	MAPPED TO PROVIDED MAPS, COORDINATES, AND LOCATION DESCRIPTIONS. COLONY DATA STORED IN UC DAVIS TRICOLORED BLACKBIRD PORTAL; SITE NAME "INDUSTRIAL AVENUE." AN ADDITIONAL 2,000 BIRDS NOTED SOMETIME IN 1992.
HIMALAYAN BLACKBERRY AND TULE. BIRDS OBSERVED FORAGING IN SURROUNDING GRASSLANDS IN 2011.	HABITAT WAS HIMALAYAN BLACKBERRY. SITE WAS ON A SMALL STREAM FED BY THE CAPERTON CANAL. A SIGNIFICANT AMOUNT OF HABITAT HAD BEEN CUT BY 2011 SURVEY. THE SURROUNDING AREA HAS UNDERGONE SIGNIFICANT RESIDENTIAL DEVELOPMENT FROM 2000-2011.	HABITAT WAS HIMALAYAN BLACKBERRY. SITE WAS ON A SMALL STREAM FED BY THE CAPERTON CANAL. A SIGNIFICANT AMOUNT OF HABITAT HAD BEEN CUT BY 2011 SURVEY. THE SURROUNDING AREA HAS UNDERGONE SIGNIFICANT RESIDENTIAL DEVELOPMENT FROM 2000-2011.	HABITAT COMPOSED OF SEVERAL ADJACENT CLUMPS OF HIMALAYAN BLACKBERRY. IN 2014, FORAGING BIRDS WERE FLYING LOW ACROSS INDUSTRIAL AVE TO FORAGE AND AT LEAST ONE WAS HIT BY A CAR.	NESTING SUBSTRATE CONSISTED OF BULRUSH GROWING IN A SHALLOW FARM POND. POND WAS A SMALL LAKE & MARSHY CREEK WITH PAVED WALKING, BIKE, & DOG WALKING TRAILS. AT THE EDGE OF A DEVELOPED SUBDIVISION (2011). HABITAT STILL EXISTS (2015).
200 BIRDS OBS ON 22 APR 2000. 200 BIRDS OBS ON 25 APR 2008; CLASSIFIED AS SINGING/CARRYING NEST MATERIAL. 0 OBS ON 29 MAR 2011. 2.5K BIRDS OBS FORAGING/NESTING ON 16 APR 2011. 0 OBS ON 18 APR 2014. 0 OBS ON 17 APR 2015; 200 OBS WEEK PRIOR.	AN ESTIMATED 1500 BIRDS OBSERVED ON 25 APR 2008; INCUBATION CONFIRMED, NEST BUILDING OBSERVED THE WEEK PRIOR. 0 BIRDS OBSERVED ON 3 APR 2011, 18 APR 2014, AND 17 APR 2015.	AN ESTIMATED 1500 BIRDS OBSERVED ON 25 APR 2008; INCUBATION CONFIRMED, NEST BUILDING OBSERVED THE WEEK PRIOR. 0 BIRDS OBSERVED ON 3 APR 2011, 18 APR 2014, AND 17 APR 2015.	300-500 OBS NESTING ON 5 APR 2014. 1.8K OBS NESTING ON 18 APR 2014. 2.2K OBS ON 16 MAY 2014; 15+ FLEDGLINGS. 2.2K OBS ON 23 MAY 2014; 160 FLEDGLINGS. 5K BIRDS SINGING IN & OUT BLACKBERRY ON 10 APR 2015; ONLY 10 REMAINING BY 17 APR.	25 BIRDS OBSERVED NESTING IN JUL 1992. NESTING COLONY ANECDOTALLY REPORTED IN 1993. 1K NESTING BIRDS OBS IN APR 1994. 2K NESTING BIRDS OBS ON 21 APR 1995. 5K NESTING ON 22 APR 2000. ADDITIONAL 4K FORAGING NEARBY. 0 OBS IN 2011 & 2015.
	POTENTIALLY THREATENED BY DEVELOPMENT OF SURROUNDING HABITAT.	POTENTIALLY THREATENED BY DEVELOPMENT OF SURROUNDING HABITAT.	VEHICLE COLLISIONS.	THREATENED BY FUTURE DEVELOPMENT.
	Development	Development	Vehicle collisions	Development
20160201	20170125	20170125	20161115	20160829

Blue Oak Commerce Center - CDFW CNDDDB 5 mile search results:

<i>Branchinecta lynchi</i>	<i>Branchinecta lynchi</i>	<i>Branchinecta lynchi</i>	<i>Branchinecta lynchi</i>	<i>Branchinecta lynchi</i>
<i>vernal pool fairy shrimp</i>	<i>vernal pool fairy shrimp</i>	<i>vernal pool fairy shrimp</i>	<i>vernal pool fairy shrimp</i>	<i>vernal pool fairy shrimp</i>
ICBRA03030	ICBRA03030	ICBRA03030	ICBRA03030	ICBRA03030
304	42	42	737	29
46034	94475	94475	93556	33250
46034	17819	17819	94689	2571
3812173	3812173	3812173	3812173	3812173
Roseville	Roseville	Roseville	Roseville	Roseville
PLA	PLA	PLA	PLA	PLA
T11N, R06E, Sec. 31, NW (M)	T11N, R06E, Sec. 26, SW (M)	T11N, R06E, Sec. 26, SW (M)	T11N, R06E, Sec. 21 (M)	T12N, R06E, Sec. 27, NW (M)
125	160	160	130	140
Crustaceans	Crustaceans	Crustaceans	Crustaceans	Crustaceans
1	1	1	1	1
specific area	specific area	specific area	non-specific area	specific area
Presumed Extant	Presumed Extant	Presumed Extant	Presumed Extant	Presumed Extant
Natural/Native occurrence	Natural/Native occurrence	Natural/Native occurrence	Natural/Native occurrence	Natural/Native occurrence
Good	Fair	Fair	Unknown	Excellent
N	N	N	N	N
20130125	20120406	20120406	19950206	20090211
20130125	20120406	20120406	19950206	20090211
CITY OF ROSEVILLE	CITY OF ROSEVILLE	CITY OF ROSEVILLE	UNKNOWN	PVT
Threatened	Threatened	Threatened	Threatened	Threatened
None	None	None	None	None
G3	G3	G3	G3	G3
S3	S3	S3	S3	S3
IUCN_VU	IUCN_VU	IUCN_VU	IUCN_VU	IUCN_VU
WOODCREEK WEST WETLAND COMPENSATION AREA, S SIDE OF PLEASANT GROVE RD FROM ABOUT 0.1 TO 0.6 MI E OF FIDDYMENT RD.	HIGHLAND RESERVE SOUTH OPEN SPACE JUST N & E OF DIAMOND OAKS MUNICIPAL GOLF COURSE, ROSEVILLE.	HIGHLAND RESERVE SOUTH OPEN SPACE JUST N & E OF DIAMOND OAKS MUNICIPAL GOLF COURSE, ROSEVILLE.	VICINITY OF FOOTHILLS BLVD FROM BLUE OAKS BLVD SOUTH ABOUT 0.7 MILE, ROSEVILLE.	EASTRIDGE SOUTHERN WETLAND PRESERVE, JUST EAST OF HWY 65 (AT THE LINCOLN RODEO GROUNDS), 0.5 MILE SE OF LINCOLN.
MAPPED TO LOCATIONS GIVEN FOR OCCUPIED POOLS. 2001: FOUND IN POOL 55. 2002: IN POOL 17. 2003: POOLS 8, 22, 49, & 55. 2005: IN POOL 22. 2007: IN "INCIDENTAL WETLAND." 2008: IN POOLS 13, 20, 30, 68, & 69.	HIGHLAND RESERVE SOUTH. MAPPED TO LOCATIONS PROVIDED FOR OCCUPIED POOLS 5, 8, U22, U26, 27, LVP (=LC OR 11-2), FA, AZ, & Z089.	HIGHLAND RESERVE SOUTH. MAPPED TO LOCATIONS PROVIDED FOR OCCUPIED POOLS 5, 8, U22, U26, 27, LVP (=LC OR 11-2), FA, AZ, & Z089.	MAPPED GENERALLY TO TRS GIVEN FOR SPECIMENS, "NW 1/4 OF NE 1/4 SECTION 21" & "NW 1/4 OF SW 1/4 SECTION 21; T11N R6E." EXACT DETECTION LOCATIONS NOT KNOWN.	KNOWN AS "RODEO GROUNDS PRESERVE" IN 2008 & 2009 REPORTS. LOCALITY FOR 1980 SPECIMENS GIVEN AS "2 MI S OF LINCOLN," ATTRIBUTED HERE. MAPPED TO LOCATIONS GIVEN FOR OCCUPIED POOLS.
ANNUAL GRASSLAND INTERSPERSED WITH CONSTRUCTED AND HISTORIC VERNAL POOLS. SURROUNDING LAND HAS BEEN DEVELOPED.	NATURAL HARDPAN VERNAL POOLS & CREATED POOLS IN ANNUAL GRASSLAND; COMPENSATION/MITIGATION SITE SURROUNDED BY DEVELOPMENT (2002). ON 31 JAN 1995 THE SURFACE AREA WAS 59 (U22) & 94 (U26) SQUARE METERS & THE DEPTH WAS 35 (U22) & 14 (U26) CM.	NATURAL HARDPAN VERNAL POOLS & CREATED POOLS IN ANNUAL GRASSLAND; COMPENSATION/MITIGATION SITE SURROUNDED BY DEVELOPMENT (2002). ON 31 JAN 1995 THE SURFACE AREA WAS 59 (U22) & 94 (U26) SQUARE METERS & THE DEPTH WAS 35 (U22) & 14 (U26) CM.	WETLAND FEATURE IN NE 1/4 WAS 95 SQ METERS, 17 CM DEEP. FEATURE IN SW 1/4 WAS 95 SQ METERS AND 14 CM DEEP.	145-ACRE NORTHERN HARDPAN VERNAL POOL PRESERVE WITH CONSTRUCTED VERNAL POOLS (3.95 ACRES), CONSTRUCTED SEASONAL WETLANDS (1.95 ACRES), AND REFERENCE VERNAL POOLS IN ANNUAL GRASSLAND.
OVER 10 FOUND IN 1 POOL, 2001. 10S IN 1 POOL, 2002. 10S-100S IN 4 POOLS, 2003. 10S FOUND IN 1 OF 22 POOLS, 2005. IN 1 POOL, 2007. IN 5 POOLS, FEB 2008. 0 FOUND IN 24 POOLS, FEB 2009. IN 1 POOL, FEB 2010. IN 1 POOL, APR 2012. IN 2, JAN 2013.	FOUND IN 5 OF 32 POOLS, 1993. IN 2 POOLS, 1995 (2 IN CAS). 0 IN 1996. IN 5 POOLS, 1997. 0 IN 1998. IN 3 POOLS, 2001. IN 1 POOL, 2002 & 2003. 0 IN 2004 & 2005. IN 2 POOLS, 2006. IN 1 POOL, 2007 & 2008. IN 3 POOLS, 2009, IN 5 POOLS, 2012.	FOUND IN 5 OF 32 POOLS, 1993. IN 2 POOLS, 1995 (2 IN CAS). 0 IN 1996. IN 5 POOLS, 1997. 0 IN 1998. IN 3 POOLS, 2001. IN 1 POOL, 2002 & 2003. 0 IN 2004 & 2005. IN 2 POOLS, 2006. IN 1 POOL, 2007 & 2008. IN 3 POOLS, 2009, IN 5 POOLS, 2012.	2 COLLECTED ON 31 JAN 1995 (CASIZ #103126). 1 COLLECTED ON 6 FEB 1995 (CASIZ #103125).	COLLECTED IN 1980 AND 1994. FOUND IN 26 OF 56 POOLS SAMPLED 1995. IN 27 OF 55 POOLS, 1996. PRESENT, 1997 & 1998. IN 2 OF 30 POOLS, 2008. SINGLE FEMALE BRANCHINECTA FOUND IN 1 OF 31 POOLS SAMPLED FEB 2009; PRESUMED B. LYNCHI.
AVAILABLE HABITAT REDUCED BY DEVELOPMENT.				FUTURE RESIDENTIAL DEVELOPMENT PLANNED IN ADJACENT AREA; DIRT ROADS BISECT PRESERVE; GRAZING; RODEO GROUNDS TO THE NW.
Development				Development; Grazing; Other
20141218	20141229	20141229	20140821	20141114

Blue Oak Commerce Center - CDFW CNDDDB 5 mile search results:

Branchinecta lynchi	Branchinecta lynchi	Branchinecta lynchi	Branchinecta lynchi
vernal pool fairy shrimp	vernal pool fairy shrimp	vernal pool fairy shrimp	vernal pool fairy shrimp
ICBRA03030	ICBRA03030	ICBRA03030	ICBRA03030
154	308	734	731
33672	46098	93539	93512
30807	46098	94675	94645
3812173	3812173	3812173	3812173
Roseville	Roseville	Roseville	Roseville
PLA	PLA	PLA	PLA
T11N, R05E, Sec. 24, NW (M)	T12N, R06E, Sec. 32 (M)	T12N, R06E, Sec. 28, SE (M)	T11N, R05E, Sec. 13 (M)
90	120	125	90
Crustaceans	Crustaceans	Crustaceans	Crustaceans
1	1	1	1
specific area	non-specific area	specific area	specific area
Presumed Extant	Presumed Extant	Presumed Extant	Presumed Extant
Natural/Native occurrence	Natural/Native occurrence	Natural/Native occurrence	Natural/Native occurrence
Good	Fair	Excellent	Good
N	N	N	N
20160208	20131204	20140224	20160208
20160208	20131204	20140224	20160208
CITY OF ROSEVILLE	CITY OF ROSEVILLE	PVT-WILDLANDS INC	PVT, CITY OF ROSEVILLE
Threatened	Threatened	Threatened	Threatened
None	None	None	None
G3	G3	G3	G3
S3	S3	S3	S3
IUCN_VU	IUCN_VU	IUCN_VU	IUCN_VU
NORTH SIDE OF BLUE OAKS BLVD NEAR INTERSECTION WITH HAYDEN PARKWAY, ROSEVILLE.	ANTONIO MOUNTAIN RANCH PROPERTY, ABOUT 1.5 MILES E OF FIDDYMENT RD AT ATHENS AVE, BETWEEN INGRAM SLOUGH & ORCHARD CREEK.	WEST SIDE OF INDUSTRIAL AVE, FROM INTERSECTION WITH TWELVE BRIDGES DRIVE TO 0.4 MILE NORTH OF THE INTERSECTION, LINCOLN.	0.7 TO 1.4 MILES WNW OF THE INTERSECTION OF HAYDEN PARKWAY AND FIDDYMENT ROAD, NW OF ROSEVILLE.
WEST ROSEVILLE SPECIFIC PLAN OPEN SPACE PRESERVE. W POLYGON MAPPED TO OCCUPIED POOLS #273, 277, 287, AND 291 (2005). E POLYGON MAPPED TO 2016 DETECTION.	3 MI SSW OF LINCOLN. 2 DIFFERENT LOCATIONS GIVEN FOR 2001 DETECTION: N-MOST POLYGON MAPPED TO LOCATION GIVEN ON FIELD SURVEY FORM, E-MOST POLYGON MAPPED TO COORDINATES FROM MUSEUM CATALOG. ALSO SEE OCC #315 FOR ANTONIO MTN RANCH DETECTIONS.	ORCHARD CREEK VERNAL POOL PRESERVE. MAPPED TO LOCATIONS OF POOLS OCCUPIED IN 2009 AND 2014 (EXACT LOCATIONS NOT GIVEN FOR 2008 DETECTIONS)	1993 DETECTIONS IN VICINITY, EXACT LOCATIONS UNKNOWN. 2005 DETECTION ON WEST ROSEVILLE SPECIFIC PLAN OPEN SPACE PRESERVE. 2007-2008 SURVEYS WERE ON "CREEKVIEW PROPERTY." 2009 DETECTIONS ON AMORUSO PROPERTY. 2016, ON FIDDYMENT WFB PARCELS.
NATURAL VERNAL POOLS.	GRAZED NON-NATIVE GRASSLAND. LINDERIELLA OCCIDENTALIS ALSO FOUND. PROPOSED MITIGATION SITE.	AN 80 ACRE PRESERVE WITH 7.4 ACRES OF CREATED AND NATURAL VERNAL POOLS, AND VERNAL SWALES. USED FOR GRAZING.	1993: NATURAL VERNAL POOLS. 2005: NATURAL VERNAL POOLS ON PRESERVE; SURROUNDING AREA IS BEING DEVELOPED. 2009: VALLEY GRASSLAND WITH SCATTERED VERNAL POOLS, SWALES, AND SEASONAL WETLANDS.
TENS DETECTED IN 4 POOLS ON 10 FEB 2005. NONE FOUND IN POOL #273. 18-19 FEB 2009 & 16 MAR 2010 (THE OTHER HISTORICALLY OCCUPIED POOLS WERE NOT SAMPLED). DETECTED IN 1 POOL ON 8 FEB 2016.	105 FOUND ON 9 MAR 2001. 6 COLLECTED. FOUND IN 6 OF 313 BASINS, FEB-MAR 2007 (1 MAPPED HERE). IN 7-8 POOLS, FEB 2010 (1 MAPPED HERE). 2+ COLLECTED IN JAN, CYSTS FOUND IN 14 POOLS (4 MAPPED HERE) DEC 2013 WERE HATCHED & IDED AS B. LYNCHI.	FEWER THAN 10 REPRODUCTIVE ADULTS OBSERVED ON 22 JAN 2008. DETECTED IN 3 POOLS ON 16 MAR 2009. FOUND IN 5 OF 17 POOLS SAMPLED 4 APR 2012. DETECTED IN 3 OF 17 POOLS SAMPLED JAN-MAR 2014.	FOUND IN 16 OF 52 POOLS IN SEC 13 & 4 OF 9 POOLS IN SEC 14, 1993 (SUGNET IDS #87 & 88). 1005 FOUND IN 1 POOL, 2005. BRANCHINECTA CYSTS FOUND IN 11 BASINS, 2007. NOT FOUND IN 2007-08 WET SEASON. IN 10 POOLS, 2009. IN 4 POOLS, 2016.
SURROUNDING AREA IS BEING DEVELOPED.			DEVELOPMENT (2009).
Development			Development
20160801	20140822	20170301	20160526

Blue Oak Commerce Center - CDFW CNDDDB 5 mile search results:

Branchinecta lynchi	Branchinecta lynchi	Branchinecta lynchi	Branchinecta lynchi	Branchinecta lynchi
vernal pool fairy shrimp	vernal pool fairy shrimp	vernal pool fairy shrimp	vernal pool fairy shrimp	vernal pool fairy shrimp
ICBRA03030	ICBRA03030	ICBRA03030	ICBRA03030	ICBRA03030
733	46	309	46	45
93531	32458	46106	32458	94758
94666	9535	46106	9535	1899
3812173	3812173	3812173	3812173	3812173
Roseville	Roseville	Roseville	Roseville	Roseville
PLA	PLA	PLA	PLA	PLA
T11N, R06E, Sec. 12 (M)	T12N, R06E, Sec. 28, SW (M)	T11N, R06E, Sec. 20, NW (M)	T11N, R06E, Sec. 28, SE (M)	T11N, R06E, Sec. 28, SE (M)
150	130	115	130	130
Crustaceans	Crustaceans	Crustaceans	Crustaceans	Crustaceans
1	1	2	1	1
specific area	specific area	non-specific area	specific area	specific area
Presumed Extant	Presumed Extant	Presumed Extant	Presumed Extant	Presumed Extant
Natural/Native occurrence	Natural/Native occurrence	Natural/Native occurrence	Natural/Native occurrence	Natural/Native occurrence
Excellent	Unknown	Unknown	Unknown	Unknown
N	N	N	N	N
20150109	19960129	20090217	19960129	20130809
20150109	19960129	20010307	19960129	20130809
CITY OF ROCKLIN	PVT-STERLING PACIFIC ASSETS	CITY OF ROSEVILLE	PVT-SARES REGIS GROUP	PVT-SARES REGIS GROUP
Threatened	Threatened	Threatened	Threatened	Threatened
None	None	None	None	None
G3	G3	G3	G3	G3
S3	S3	S3	S3	S3
IUCN_VU	IUCN_VU	IUCN_VU	IUCN_VU	IUCN_VU
STANFORD RANCH OPEN SPACE PRESERVE, BOTH SIDES OF STANFORD RANCH ROAD, BETWEEN DELTA DRIVE AND DARBY ROAD, ROCKLIN.	INGRAM SLOUGH; 3.2 KM ESE OF INTERSECTION OF MOORE ROAD AND FIDDYMENT ROAD, SSW OF LINCOLN.	1 MILE SW OF THE INTERSECTION OF FIDDYMENT ROAD AND PLEASANT GROVE CREEK, ROSEVILLE.		BETWEEN KASEBERG & S BRANCH PLEASANT GROVE CKS; FROM ABOUT 0.1MI NNW-0.4MI SE PLEASANT GROVE BLVD AT COUNTRY CLUB DR.
2014: MAPPED TO LOCATIONS GIVEN FOR OCCUPIED POOLS VP-22, VP-109, AND VP-111. 2015: IN POOLS 22, 23, 109, & 111.	LINCOLN CROSSING MITIGATION SITE. 1995: 10 TOTAL WETLANDS SAMPLED, THE INFORMATION FROM CONSULTANT HAD DISCREPANCIES BETWEEN FIELD SURVEY FORMS AND MAP - MAPPED ACCORDING TO THEIR MAP. 1996: 42 TOTAL WATERBODIES WERE SURVEYED.	WOODCREEK NORTH OPEN SPACE PRESERVE/WETLAND COMPENSATION AREA; POOL #6. IDENTIFIED AS "BLUE OAKS OPEN SPACE," CITY PROPERTY, IN CALIFORNIA PROTECTED AREAS DATABASE.		N OF PLEASANT GROVE BLVD: WOODCREEK OAKS MITIGATION SITE. MAPPED TO POOL C2 PER LOCATION ON MAP FROM 1995 REPORT & POINTS FROM 2013 SHAPEFILE & FIELD SURVEY FORM. S OF BLVD: SILVERADO OAKS SITE, 1995 LOC UNKNOWN, MAPPED TO 2013 SHAPEFILE.
DESIGNATED OPEN SPACE PRESERVE. VERNAL POOL GRASSLAND DOMINATED BY NON-NATIVE ANNUALS. SOME DISTURBANCE FROM OCCASIONAL HUMAN VISITATION.	CONSTRUCTED HARDPAN VERNAL POOL IN ANNUAL NON-NATIVE GRASSLAND. WETLAND COMPENSATION/MITIGATION PRESERVES. 2013: CONSTRUCTED VERNAL POOLS SURROUNDED BY DEVELOPMENT.	ANNUAL GRASSLAND WITH CONSTRUCTED AND HISTORIC VERNAL POOLS SURROUNDED BY OAK WOODLAND. LINDERIELLA OCCIDENTALIS ALSO FOUND HERE.		1995: NATURAL AND CONSTRUCTED HARDPAN VERNAL POOLS IN ANNUAL NON-NATIVE GRASSLAND ON WETLAND COMPENSATION/MITIGATION PRESERVES. 2013: CONSTRUCTED VERNAL POOLS SURROUNDED BY DEVELOPMENT.
THOUSANDS WERE FOUND IN 3 OF 12 POOLS SAMPLED ON 13 MAR 2014. 100S FOUND IN 4 POOLS, 9 JAN 2015.	1995: <50 ADULTS OBSERVED IN POOL #211. 1996: <50 ADULTS OBSERVED IN 5 POOLS (101, 204, 206, 216 & 220). LINDERIELLA OCCIDENTALIS ALSO PRESENT IN MOST OF SITE DURING 1995 AND 1996.	HUNDREDS OBSERVED IN 1 OF 15 POOLS SAMPLED DURING SURVEY CONDUCTED ON 7 MAR 2001. NONE FOUND DURING SURVEYS ON 28 FEB 2002, 7 JAN 2005, 23 FEB 2007, 16 JAN 2008, AND 17 FEB 2009.		S OF BLVD: DETECTED, 1995. FOUND IN 1 POOL, 2010. IN 2 POOLS, 2012. N OF BLVD: IN 1 OF 14 POOLS, FEB-MAR 1995; 1 ADULT COLLECTED, IN CAS (CASIZ #103127). ADULTS IN 1 POOL, JAN 2013; BRANCHINECTA CYSTS FOUND IN DRY-SEASON SAMPLES, 2013.
SURROUNDED BY DEVELOPMENT.				IMPROPER GRAZING REGIME (2013).
				Grazing
20150304	20080429	20140822		20141229

Blue Oak Commerce Center - CDFW CNDDDB 5 mile search results:

Branchinecta lynchi	Branchinecta lynchi	Branchinecta lynchi	Branchinecta lynchi	Branchinecta lynchi
vernal pool fairy shrimp	vernal pool fairy shrimp	vernal pool fairy shrimp	vernal pool fairy shrimp	vernal pool fairy shrimp
ICBRA03030	ICBRA03030	ICBRA03030	ICBRA03030	ICBRA03030
738	139	788		191
93575	34813	93938		36947
94708	1874	95067		31944
3812173	3812173	3812174		3812173
Roseville	Roseville	Pleasant Grove		Roseville
PLA	PLA	PLA		PLA
T11N, R06E, Sec. 04, NE (M)	T11N, R06E, Sec. 16, NE (M)	T11N, R05E, Sec. 11, NW (M)		T12N, R06E, Sec. 33, SW (M)
125	100	90		115
Crustaceans	Crustaceans	Crustaceans		Crustaceans
1	1	1		1
specific area	specific area	specific area		specific area
Presumed Extant	Presumed Extant	Presumed Extant		Presumed Extant
Natural/Native occurrence	Natural/Native occurrence	Natural/Native occurrence		Natural/Native occurrence
Unknown	Unknown	Unknown		Good
N	N	N		N
20061124	19970114	20090225		2014XXXX
20061124	19970114	20090225		20110127
PVT	PVT-STANFORD RANCH	PVT		PVT-WILDLANDS INC
Threatened	Threatened	Threatened		Threatened
None	None	None		None
G3	G3	G3		G3
S3	S3	S3		S3
IUCN_VU	IUCN_VU	IUCN_VU		IUCN_VU
WEST OF HIGHWAY 65, JUST EAST AND SE OF THE INTERSECTION OF ATHENS AVE AND INDUSTRIAL AVE, NW OF ROCKLIN.	0.3 TO 0.5 MILE SE OF THE INTERSECTION OF INDUSTRIAL AVENUE AND JUSTICE CENTER DRIVE, WEST OF HIGHWAY 65, ROCKLIN.	SOUTH SIDE OF SUNSET BLVD WEST, JUST WEST OF ITS INTERSECTION WITH AMORUSO WAY, NW OF ROSEVILLE.		ORCHARD CREEK CONSERVATION BANK; ABOUT 0.6 MI NW OF INDUSTRIAL AVE AT ATHENS AVE, 1 MI SW OF CA-65 AT TWELVE BRIDGES RD.
ATHENS PARK PROJECT SITE. MAPPED TO POOLS WHERE BRANCHINECTA CYSTS WERE FOUND.	FOOTHILL BUSINESS PARK MITIGATION SITE, PARCEL 1. 1993: DETECTIONS SOMEWHERE IN T11N R6E SEC 16, ATTRIBUTED HERE. 1995: 12 FEATURES SURVEYED. 1996: 14 FEATURES SURVEYED. 1997: 29 FEATURES SURVEYED. MAPPED TO 1996 & 1997 LOCATIONS.	AMORUSO PROPERTY, POOLS VP-5, VP-15, AND VP-45.		MAPPED TO LOCATIONS OF OCCUPIED POOLS FROM 1997 REPORT AND 2009-2011 FIELD SURVEY FORMS. EXACT LOCATION NOT GIVEN FOR DETECTIONS IN 2002 & 2008.
30 ACRE PROPERTY PROPOSED FOR ROAD IMPROVEMENTS AND COMMERCIAL DEVELOPMENT (AS OF 2007). 2.5 ACRES OF SEASONAL WETLANDS INCLUDING VERNAL POOLS, DITCHES, AND SWALES.	CONSTRUCTED VERNAL POOLS WITHIN NON-NATIVE ANNUAL GRASSLAND.	VALLEY GRASSLAND WITH SCATTERED VERNAL POOLS, SWALES, AND SEASONAL WETLANDS.		632-ACRE PRESERVE WITH NORTHERN HARDPAN VERNAL POOLS, SWALES, & EMERGENT MARSH IN GRAZED ANNUAL GRASSLAND. MAJORITY OF VERNAL POOLS LOCATED ON SAN JOAQUIN SANDY LOAM AND ALAMO-FIDDYMENT COMPLEX SOILS.
21 OF 117 POOLS SAMPLED 24 NOV 2006; 5 CONTAINED BRANCHINECTA CYSTS. CYSTS PRESUMED B. LYNCHI GIVEN SITE LOCATION AND HABITAT TYPE, BUT HATCHING AND REARING WOULD BE NEEDED FOR A POSITIVE ID.	FOUND IN 5 OF 54 FEATURES SAMPLED ON 18 FEB 1993. NOT FOUND IN 12 FEATURES SAMPLED JAN-FEB 1995. OVER 50 FOUND IN 1 OF 14 POOLS, 30 JAN 1996. TENS FOUND IN 2 OF 29 POOLS, 14 JAN 1997.	FOUND IN 15 POOLS, 2009 (3 MAPPED HERE, SEE ALSO OCCURRENCES #731 AND 732).		FOUND IN LOW ABUNDANCE IN VP584, MEDIUM IN VP610, 2 OF 170 POOLS SAMPLED, 17 JAN 1997. 100S OF ADULTS FOUND, 10 JAN 2002. FEWER THAN 10 FOUND, 22 JAN 2008. FOUND IN 1 POOL, 16 MAR 2009, 16 FEB 2010 & 27 JAN 2011. NONE FOUND IN 2014 SURVEY.
		DEVELOPMENT (2009).		
		Development		
20140909	20141216	20141113		20140822

Blue Oak Commerce Center - CDFW CNDDDB 5 mile search results:

<i>Branchinecta lynchi</i>	<i>Branchinecta lynchi</i>	<i>Branchinecta lynchi</i>
<i>vernal pool fairy shrimp</i>	<i>vernal pool fairy shrimp</i>	<i>vernal pool fairy shrimp</i>
ICBRA03030	ICBRA03030	ICBRA03030
924	732	41
B5447	93527	32449
118408	94660	1022
3812163	3812174	3812173
Citrus Heights	Pleasant Grove	Roseville
PLA	PLA	PLA
T10N, R06E, Sec. 9, NW (M)	T11N, R05E, Sec. 11, NE (M)	T11N, R06E, Sec. 22 (M)
130	100	150
Crustaceans	Crustaceans	Crustaceans
1	1	1
80 meters	specific area	specific area
Presumed Extant	Presumed Extant	Presumed Extant
Natural/Native occurrence	Natural/Native occurrence	Natural/Native occurrence
Fair	Excellent	Unknown
N	N	N
20180124	20090225	20090213
20180124	20090225	20090213
PVT	PVT	PVT-ROSEVILLE PROPERTIES
Threatened	Threatened	Threatened
None	None	None
G3	G3	G3
S3	S3	S3
IUCN_VU	IUCN_VU	IUCN_VU
0.1 AIR MILE EAST OF COOK RIOLO RD AT GLEN LN INTERSECTION, JUST NORTH OF CREEKVIEW RANCH SCHOOL, ROSEVILLE.	0.5 TO 0.7 MILE SE OF INTERSECTION OF SUNSET BLVD WEST AND AMORUSO WAY, NW OF ROSEVILLE.	HIGHLAND RESERVE SOUTH; S SIDE OF HWY 65, ABOUT 0.5 MILE NW OF THE PLEASANT GROVE BLVD OVERPASS.
MAPPED TO COORDINATES PROVIDED.	AMORUSO PROPERTY, POOLS SW-48 AND VP-80.	PARCEL 84 OF A MULTI-PARCEL PRESERVE. MAPPED TO INCLUDE OCCUPIED POOLS N10, N42, N8, NA & NB.
GRAZED ANNUAL GRASSLAND ON GENTLY ROLLING TERRAIN. VERNAL POOLS, SEASONAL WETLANDS AND SWALES SCATTERED THROUGHOUT SITE. SITE SURROUNDED BY UNDEVELOPED LAND TO THE EAST AND WEST, RURAL RESIDENTIAL TO THE NORTH, AND SCHOOL TO THE SOUTH.	VALLEY GRASSLAND WITH SCATTERED VERNAL POOLS, SWALES, AND SEASONAL WETLANDS.	CONSTRUCTED & HISTORIC VERNAL POOLS IN NON-NATIVE ANNUAL GRASSLAND ON A WETLAND COMPENSATION/MITIGATION PRESERVE SURROUNDED BY DEVELOPED LAND. IN 1995, POOL NB WAS 94 SQ METERS & 17 CM DEEP. LINDERIELLA OCCIDENTALIS ALSO FOUND.
1,000S CAUGHT AND RELEASED ON 24 JAN 2018.	FOUND IN 15 POOLS, 2009 (2 MAPPED HERE, SEE ALSO OCCURRENCES #731 AND 788).	OVER 50 FOUND IN 1 POOL, 1995; 1 COLLECTED AND SENT TO CAS. TENS FOUND IN 1 POOL, 2000. HUNDREDS IN 3 POOLS, 4 JAN 2002. HUNDREDS IN 1 POOL, 29 JAN 2003. NOT FOUND ON THIS PARCEL IN 2005 & 2008. FOUND IN 2 POOLS, 13 FEB 2009.
RESIDENTIAL DEVELOPMENT	DEVELOPMENT (2009).	
Development	Development	
20200518	20140924	20150105

Blue Oak Commerce Center - CDFW CNDDDB 5 mile search results:

Branchinecta lynchi	Branchinecta lynchi	Branchinecta lynchi	Branchinecta lynchi	Branchinecta lynchi
vernal pool fairy shrimp	vernal pool fairy shrimp	vernal pool fairy shrimp	vernal pool fairy shrimp	vernal pool fairy shrimp
ICBRA03030	ICBRA03030	ICBRA03030	ICBRA03030	ICBRA03030
412	230	247		229
64328	42059	43395		42058
64407	42059	43395		42058
3812173	3812172	3812173		3812172
Roseville	Rocklin	Roseville		Rocklin
PLA	PLA	PLA		PLA
T11N, R05E, Sec. 24, S (M)	T11N, R07E, Sec. 31, NW (M)	T11N, R06E, Sec. 03, SW (M)		T11N, R07E, Sec. 31, NW (M)
90	260	150		320
Crustaceans	Crustaceans	Crustaceans		Crustaceans
1	1	1		1
80 meters	80 meters	80 meters		80 meters
Presumed Extant	Presumed Extant	Presumed Extant		Extirpated
Natural/Native occurrence	Natural/Native occurrence	Natural/Native occurrence		Natural/Native occurrence
Good	Good	Unknown		None
N	N	N		N
20050210	19981222	20010308		19981222
20050210	19981222	20010308		19981222
PVT	PVT-AKT DEVELOPMENT	PVT		PVT-AKT DEVELOPMENT
Threatened	Threatened	Threatened		Threatened
None	None	None		None
G3	G3	G3		G3
S3	S3	S3		S3
IUCN_VU	IUCN_VU	IUCN_VU		IUCN_VU
WRSP OPEN SPACE PRESERVE; ABOUT 0.1 MI SSE OF HAYDEN PKWY AT BOB DOYLE DR & 0.6 MI WNW OF FIDDYMENT RD AT PHILLIPS RD.	0.8 MILE SW OF ROSEVILLE RESERVOIR, 1.3 MI S OF JCT TAYLOR RD & SUNSET BLVD, 2.6 MILES SW OF SIERRA COLLEGE, ROSEVILLE.	STANFORD RANCH NORTH, 0.75 MILE NNE JCT OF SUNSET BLVD & HWY 65, 1.8 MILES WSW OF TELEGRAPH HILL, 4 MI N OF ROCKLIN.		0.2 MILE SW OF ROSEVILLE RES, 1.1 MILES S OF JCT TAYLOR RD & SUNSET BLVD, 2.2 MILES SW OF SIERRA COLLEGE, ROSEVILLE.
MAPPED TO OCCUPIED POOL #590.	OLYMPUS OAKS PROJECT SITE, AKT DEVELOPMENT..	VERNAL POOL AT THIS SITE NUMBERED VP42, MAX SURFACE AREA ABOUT 10 METERS BY 13 METERS & 35 CM DEEP. B. LYNCHI FOUND IN 1 OF 65 SEASONAL WATERBODIES SURVEYED BETWEEN 28 JAN & 24 MAR 2000.		OLYMPUS OAKS PROJECT SITE, AKT DEVELOPMENT.
IN AGRICULTURAL AND RESIDENTIAL AREA.	VERNAL POOL COMMUNITY.	HABITAT CONSISTS OF FORMERLY GRAZED, NON-NATIVE ANNUAL GRASSLAND, INTERSPERSED WITH VERNAL POOLS.		1998: VERNAL POOL COMMUNITY. 2009 AERIAL PHOTOS SHOW THAT THE SITE HAS BEEN COMPLETELY DEVELOPED.
TENS OBSERVED ON 10 FEB 2005.	100'S OBSERVED IN 1998.	VPFS NUMBERING IN THE 10'S OBSERVED ON 11 FEB 2000 (2 FEMALES) AND ON 25 FEB 2000 (2 MALES) IN VERNAL POOL #VP42. 8 MAR 2001: 1 MALE OBSERVED WITHIN POOL #42.		4 COLLECTED ON 16 DEC 1998 (CASIZ #121244). HUNDREDS OBSERVED ON 22 DEC 1998.
AVAILABLE HABITAT REDUCED BY RESIDENTIAL DEVELOPMENT.	DEVELOPMENT.	DISTURBED FIELD (SOURCE OF DISTURBANCE NOT GIVEN).		DEVELOPMENT.
Development	Development			Development
20150107	19991222	20040622		20140818

Blue Oak Commerce Center - CDFW CNDDDB 5 mile search results:

<i>Branchinecta lynchi</i>	<i>Branchinecta lynchi</i>	<i>Branchinecta lynchi</i>	<i>Branchinecta lynchi</i>	<i>Branchinecta lynchi</i>
<i>vernal pool fairy shrimp</i>	<i>vernal pool fairy shrimp</i>	<i>vernal pool fairy shrimp</i>	<i>vernal pool fairy shrimp</i>	<i>vernal pool fairy shrimp</i>
ICBRA03030	ICBRA03030	ICBRA03030	ICBRA03030	ICBRA03030
30	44	141	141	736
33251	94478	34819	34819	93547
2570	1903	17500	17500	94682
3812173	3812173	3812173	3812173	3812173
Roseville	Roseville	Roseville	Roseville	Roseville
PLA	PLA	PLA	PLA	PLA
T12N, R06E, Sec. 35, NE (M)	T11N, R06E, Sec. 32, NW (M)	T12N, R06E, Sec. 28, NE (M)	T12N, R06E, Sec. 28, NE (M)	T11N, R06E, Sec. 05, SW (M)
195	120	140	140	125
Crustaceans	Crustaceans	Crustaceans	Crustaceans	Crustaceans
1	1	1	1	1
80 meters	80 meters	80 meters	80 meters	80 meters
Presumed Extant	Presumed Extant	Presumed Extant	Presumed Extant	Presumed Extant
Natural/Native occurrence	Natural/Native occurrence	Natural/Native occurrence	Natural/Native occurrence	Natural/Native occurrence
Good	Fair	Unknown	Unknown	Unknown
N	N	N	N	N
19941228	20110303	19960130	19960130	20080131
19941228	20110303	19960130	19960130	20080131
PVT	CITY OF ROSEVILLE	PVT-STERLING PACIFIC ASSETS	PVT-STERLING PACIFIC ASSETS	PVT
Threatened	Threatened	Threatened	Threatened	Threatened
None	None	None	None	None
G3	G3	G3	G3	G3
S3	S3	S3	S3	S3
IUCN_VU	IUCN_VU	IUCN_VU	IUCN_VU	IUCN_VU
2 MILES SE OF THE LINCOLN RODEO GROUNDS, ABOUT 3 MILES SSE OF LINCOLN.	SILVERADO OAKS MITIGATION SITE, ABOUT 0.2 MI NW OF WOODCREEK OAKS BLVD AT JUNCTION BLVD AND 3 MI WNW OF ROSEVILLE PO.	NNW OF ROSEVILLE IN INGRAM SLOUGH; 0.4 KM WEST OF INTERSECTION OF HIGHWAY 65 AND INDUSTRIAL BLVD.	LINCOLN CROSSING MITIGATION SITE. 1996: 42 TOTAL WATERBODIES SURVEYED.	ABOUT 0.7 MILE NE OF FIDDYMENT RD AT SUNSET BLVD WEST AND 1 MILE SW OF ATHENS AVE AT N FOOTHILLS BLVD, NW OF ROSEVILLE.
	1995: 15 WETLANDS SAMPLED AMONG PARCELS 72 (EO #44, THIS OCCURRENCE) & 32 (EO #635); EXACT DETECTION LOCATIONS UNKNOWN. 1996: 10 SAMPLED. 1997: 13 SAMPLED. MAPPED TO LOCATION OF 2010-2011 DETECTIONS FROM 2013			CALIFORNIA MOTOCROSS PROJECT SITE. MAPPED TO PROVIDED SHAPEFILE.
HABITAT CONSISTS OF VERNAL POOLS WITHIN ROLLING GRASSLAND.	CONSTRUCTED HARDPAN VERNAL POOL WITHIN NON-NATIVE ANNUAL GRASSLAND. WETLAND COMPENSATION/MITIGATION PRESERVE.	CONSTRUCTED HARDPAN VERNAL POOL WITHIN NON-NATIVE ANNUAL GRASSLAND. WETLAND COMPENSATION/MITIGATION PRESERVE.		VIABLE POPULATION IN SEASONAL WETLAND 8 INCHES DEEP. DISTURBANCE FROM OFF-ROAD VEHICLES NOTED. SITE WAS PLOWED/DISKED HISTORICALLY.
MANY SHRIMP OBSERVED/COLLECTED (DEPOSITED AT CAS) ON 28 DECEMBER 1994.	1996: <50 ADULTS OBSERVED IN POOL #222; SURFACE AREA=574 SQ METERS, WATER DEPTH=32.0 CM, TEMPERATURE= 11.5 DEGREES C, CONDUCTIVITY=75.80, TURBIDITY WAS LOW. LINDERIELLA ALSO PRESENT IN POOL AND IN SURROUNDING		OBSERVED IN CONSTRUCTED VERNAL POOLS IN 1995. NO B. LYNCHI OBSERVED, BUT L. OCCIDENTALIS PRESENT, 1996 & 1997. DETECTED ON 16 FEB 2010 AND 3 MAR 2011.	FOUND IN 1 BASIN DURING 2007-2008 WET SEASON SAMPLING.
THREATENED BY PROPOSED DEVELOPMENT.				DEVELOPMENT.
Development				Development
19950630	19960717			20140822

Blue Oak Commerce Center - CDFW CNDDDB 5 mile search results:

<i>Agelaius tricolor</i>	<i>Lepidurus packardii</i>	<i>Buteo swainsoni</i>
	<i>vernal pool tadpole shrimp</i>	<i>Swainson's hawk</i>
ABPBXB0020	ICBRA10010	ABNKC19070
907	329	2115
A1220	94802	88290
102787	95905	89301
3812173	3812173	3812173
Roseville	Roseville	Roseville
PLA	PLA	PLA
T12N, R06E, Sec. 35, NE (M)	T12N, R06E, Sec. 28, SE (M)	T11N, R06E, Sec. 17, NW (M)
244	140	100
Birds	Crustaceans	Birds
1	1	1
1/5 mile	1/10 mile	80 meters
Presumed Extant	Possibly Extirpated	Presumed Extant
Natural/Native occurrence	Natural/Native occurrence	Natural/Native occurrence
Unknown	None	Unknown
N	N	N
19950421	20020323	20090428
1994XXXX	20020323	20090428
UNKNOWN	UNKNOWN	UNKNOWN
None	Endangered	None
Threatened	None	Threatened
G1G2	G4	G5
S1S2	S3S4	S3
SSC		
BLM_S; IUCN_EN; NABCI_RWL; USFWS_BCC	IUCN_EN	BLM_S; IUCN_LC; USFWS_BCC
ON N SIDE OF TWELVE BRIDGES DR, ABOUT 2.7 MI E OF INTERSECTION WITH HWY 65, S OF LINCOLN.	ALONG INDUSTRIAL AVE (=LINCOLN BLVD), ABOUT 0.3 MILE SSW OF THE LINCOLN BYPASS (=HWY 65) OVERPASS, SSW OF LINCOLN.	NORTH SIDE OF PLEASANT GROVE CREEK, JUST S OF STARWOOD CT AT TRADEWINDS DR IN BLUE OAKS DEVELOPMENT NW OF ROSEVILLE.
MAPPED ACCORDING TO LOCATION ON PROVIDED MAP. PROVIDED ROAD DESIGNATIONS WERE "HIGHWAY 65 & DIRT ROAD, 1.7 MI SOUTH OF RODEO GROUNDS."	MAPPED TO GIVEN COORDINATES; MAPPED NON-SPECIFICALLY BECAUSE IT SEEMS LIKELY THAT THE CYST FOUND MAY HAVE BEEN TRANSPORTED FROM A NEARBY WETLAND.	MAPPED TO POINT FROM CDFW SHAPEFILE OF NEST RECORDS FROM 2009.
CIRCULAR PATCH OF HIMALAYAN BLACKBERRY. 2000 COLONY WAS IN A HILLSIDE SEEP. LARGE STOCKPOND WITHIN 0.5 MILE.	SEASONAL WETLAND ALONG ROADSIDE DISTURBED BY EXCAVATION OF A TELECOMMUNICATION LINE; PREVIOUSLY FILLED WITH RUNOFF FROM ADJACENT WETLAND COMPLEX AND NEARBY STREAM. SURROUNDING LAND BEING DEVELOPED FOR HOUSING.	NEST IN 55' BLUE OAK IN RIPARIAN STRIP WITH AN OPEN FIELD DIRECTLY NE, SURROUNDED BY RESIDENTIAL DEVELOPMENT.
ANECDOTALLY REPORTED AS NESTING IN 1994. A FORAGING FLOCK OF ABOUT 250 BIRDS OBSERVED ON 21 APR 1995. ABOUT 200 BIRDS OBSERVED ON 22 APR 2000; NOTED AS CARRYING FOOD.	1 CYST IDENTIFIED FROM SOIL SAMPLED ON 23 MAR 2002.	NEST WITH YOUNG OBSERVED ON 28 APR 2009; FLEDGING SUCCESS UNKNOWN.
POTENTIAL THREAT FROM DEVELOPMENT.	SINCE THE TIME OF SURVEY, THE WETLAND IN WHICH THE CYST WAS FOUND WAS PAVED OVER DURING ROAD EXPANSION PROJECT.	
	Road/trail construction/maint.	
20160914	20150112	20130304

Blue Oak Commerce Center - CDFW CNDDDB 5 mile search results:

<i>Spea hammondi</i>	<i>western spadefoot</i>	<i>Spea hammondi</i>	<i>western spadefoot</i>	<i>Spea hammondi</i>	<i>western spadefoot</i>	<i>Spea hammondi</i>	<i>western spadefoot</i>
AAABF02020	AAABF02020	AAABF02020	AAABF02020	AAABF02020	AAABF02020	AAABF02020	AAABF02020
1299	172	1299	172	1299	172	1299	1298
B4905	42147	B4905	42147	B4905	42147	B4905	B4904
117843	42147	117843	42147	117843	42147	117843	117842
3812173	3812173	3812173	3812173	3812173	3812173	3812173	3812173
Roseville	Roseville	Roseville	Roseville	Roseville	Roseville	Roseville	Roseville
PLA	PLA	PLA	PLA	PLA	PLA	PLA	PLA
T12N, R05E, Sec. 36, E (M)	T11N, R06E, Sec. 25, SE (M)	T12N, R05E, Sec. 36, E (M)	T11N, R06E, Sec. 25, SE (M)	T12N, R05E, Sec. 36, E (M)	T11N, R06E, Sec. 25, SE (M)	T12N, R05E, Sec. 31, SW (M)	T12N, R06E, Sec. 31, SW (M)
112	208	112	208	112	208	106	106
Amphibians	Amphibians	Amphibians	Amphibians	Amphibians	Amphibians	Amphibians	Amphibians
1	1	1	1	1	1	1	1
80 meters	specific area	80 meters	specific area	80 meters	specific area	1/5 mile	1/5 mile
Presumed Extant	Presumed Extant	Presumed Extant	Presumed Extant	Presumed Extant	Presumed Extant	Presumed Extant	Presumed Extant
Natural/Native occurrence	Natural/Native occurrence	Natural/Native occurrence	Natural/Native occurrence	Natural/Native occurrence	Natural/Native occurrence	Natural/Native occurrence	Natural/Native occurrence
Good	Fair	Good	Fair	Good	Fair	Good	Good
N	N	N	N	N	N	N	N
20160305	20180413	20160305	20180413	20160305	20180413	20160305	20160305
20160305	20180413	20160305	20180413	20160305	20180413	20160305	20160305
UNKNOWN	UNKNOWN	UNKNOWN	UNKNOWN	UNKNOWN	UNKNOWN	PVT	PVT
None	None	None	None	None	None	None	None
None	None	None	None	None	None	None	None
G2G3	G2G3	G2G3	G2G3	G2G3	G2G3	G2G3	G2G3
S3	S3	S3	S3	S3	S3	S3	S3
SSC	SSC	SSC	SSC	SSC	SSC	SSC	SSC
BLM_S; IUCN_NT	BLM_S; IUCN_NT	BLM_S; IUCN_NT	BLM_S; IUCN_NT	BLM_S; IUCN_NT	BLM_S; IUCN_NT	BLM_S; IUCN_NT	BLM_S; IUCN_NT
EAST CATLETT ROAD, 0.7 MILE WEST OF ITS INTERSECTION WITH FIDDYMENT ROAD, SWOF LINCOLN	POOLS ADJACENT TO RAILROAD TRACKS NEAR TAYLOR ROAD, 0.4 MILE SOUTH OF SEWAGE DISPOSAL PONDS, ROSEVILLE.	EAST CATLETT ROAD, 0.7 MILE WEST OF ITS INTERSECTION WITH FIDDYMENT ROAD, SWOF LINCOLN	POOLS ADJACENT TO RAILROAD TRACKS NEAR TAYLOR ROAD, 0.4 MILE SOUTH OF SEWAGE DISPOSAL PONDS, ROSEVILLE.	POOLS ADJACENT TO RAILROAD TRACKS NEAR TAYLOR ROAD, 0.4 MILE SOUTH OF SEWAGE DISPOSAL PONDS, ROSEVILLE.	UNNAMED TRIBUTARY TO PLEASANT GROVE CREEK VICINITY OF BOBDOYLE DR AT HAYDEN PKWY, WESTPARK NEIGHBORHOOD OF ROSEVILLE.	ON SOUTH SIDE OF EAST CATLETT ROAD, JUST WEST OF FIDDYMENT ROAD, SW OF LINCOLN.	ON SOUTH SIDE OF EAST CATLETT ROAD, JUST WEST OF FIDDYMENT ROAD, SW OF LINCOLN.
MAPPED ACCORDING TO MAP PROVIDED.	POOLED AREAS BETWEEN TRACKS AND DEVELOPMENT. MAPPED TO THE PROVIDED COORDINATES.	MAPPED ACCORDING TO MAP PROVIDED.	POOLED AREAS BETWEEN TRACKS AND DEVELOPMENT. MAPPED TO THE PROVIDED COORDINATES.	POOLED AREAS BETWEEN TRACKS AND DEVELOPMENT. MAPPED TO THE PROVIDED COORDINATES.	MAPPED TO THE PROVIDED COORDINATES AND MAP.	MAPPED ACCORDING TO MAP PROVIDED.	MAPPED ACCORDING TO MAP PROVIDED.
VERNAL POOL AND GRASSLAND HABITAT, RURAL HOUSING AND RANCHING ACTIVITIES IN THE AREA.	SURROUNDING LAND USE: RAILROAD EASEMENT. CALIFORNIA LINDERIELLA ALSO PRESENT. OFTEN CO-OCCUR WITH PACIFIC CHORUS FROG AND WESTERN TOAD. CLAM SHRIMP OCCASIONALLY PRESENT AS WELL.	VERNAL POOL AND GRASSLAND HABITAT, RURAL HOUSING AND RANCHING ACTIVITIES IN THE AREA.	SURROUNDING LAND USE: RAILROAD EASEMENT. CALIFORNIA LINDERIELLA ALSO PRESENT. OFTEN CO-OCCUR WITH PACIFIC CHORUS FROG AND WESTERN TOAD. CLAM SHRIMP OCCASIONALLY PRESENT AS WELL.	SURROUNDING LAND USE: RAILROAD EASEMENT. CALIFORNIA LINDERIELLA ALSO PRESENT. OFTEN CO-OCCUR WITH PACIFIC CHORUS FROG AND WESTERN TOAD. CLAM SHRIMP OCCASIONALLY PRESENT AS WELL.	HABITAT CONSISTS OF TWO PONDED AREAS WITHIN A SEASONAL SWALE/CHANNEL. AREA APPEARED TO BE NATIVE HABITAT IN 2004 AERIALS; SURROUNDINGS GRADED FOR DEVELOPMENT IN 2005 AERIALS; AND SEVERAL NEIGHBORHOOD DEVELOPMENTS BY 2013 AERIAL.	VERNAL POOL AND GRASSLAND HABITAT, RURAL HOUSING AND RANCHING ACTIVITIES IN THE AREA.	VERNAL POOL AND GRASSLAND HABITAT, RURAL HOUSING AND RANCHING ACTIVITIES IN THE AREA.
1 JUVENILE FOUND DEAD ON ROAD ON 5 MAR 2016.	5 TADPOLES OBSERVED ON 19 MAR 1994. 12-24 LARVAE OBSERVED ON 13 APR 2018; OBSERVED SWIMMING AND RESTING. LARVAE ANECDOTALLY REPORTED AS PRESENT IN "MANY YEARS" BETWEEN 1994 AND 2018	1 JUVENILE FOUND DEAD ON ROAD ON 5 MAR 2016.	5 TADPOLES OBSERVED ON 19 MAR 1994. 12-24 LARVAE OBSERVED ON 13 APR 2018; OBSERVED SWIMMING AND RESTING. LARVAE ANECDOTALLY REPORTED AS PRESENT IN "MANY YEARS" BETWEEN 1994 AND 2018	5 TADPOLES OBSERVED ON 19 MAR 1994. 12-24 LARVAE OBSERVED ON 13 APR 2018; OBSERVED SWIMMING AND RESTING. LARVAE ANECDOTALLY REPORTED AS PRESENT IN "MANY YEARS" BETWEEN 1994 AND 2018	ONE POOL SUPPORTED <10 TADPOLES AND THE OTHER SUPPORTED 50-100 TADPOLES ON 23 APR 2004. TOADS CAPTURED WITH A DIPNET, NONE COLLECTED.	HEARD CALLING FROM ROAD ON 5 MAR 2016.	HEARD CALLING FROM ROAD ON 5 MAR 2016.
ROAD MORTALITIES, BULLFROGS OBSERVED IN AREA.	MUCH OF THIS AREA HAS BEEN DEVELOPED SINCE 1994; PORTION OF OCCURRENCE MAY BE EXTIRPATED.	ROAD MORTALITIES, BULLFROGS OBSERVED IN AREA.	MUCH OF THIS AREA HAS BEEN DEVELOPED SINCE 1994; PORTION OF OCCURRENCE MAY BE EXTIRPATED.	MUCH OF THIS AREA HAS BEEN DEVELOPED SINCE 1994; PORTION OF OCCURRENCE MAY BE EXTIRPATED.	NOW SURROUNDED BY DEVELOPMENT.	ROAD MORTALITIES, BULLFROGS ALSO OBSERVED IN AREA.	ROAD MORTALITIES, BULLFROGS ALSO OBSERVED IN AREA.
Non-native animal impacts; Vehicle collisions	Development	Non-native animal impacts; Vehicle collisions	Development	Development	Development	Non-native animal impacts; Vehicle collisions	Non-native animal impacts; Vehicle collisions
20200130	20190501	20200130	20190501	20190501	20190502	20200130	20200130

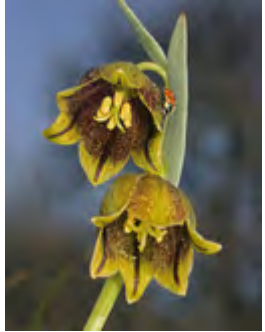
Blue Oak Commerce Center - CDFW CNDDDB 5 mile search results:

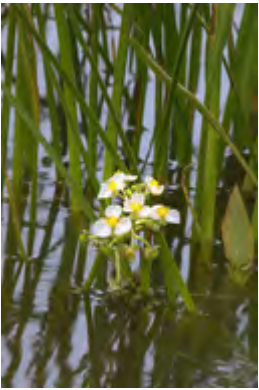
<i>Elanus leucurus</i>	<i>Spea hammondi</i>	<i>Spea hammondi</i>	<i>Spea hammondi</i>
<i>white-tailed kite</i>	<i>western spadefoot</i>	<i>western spadefoot</i>	<i>western spadefoot</i>
ABNKC06010	AAA BF02020	AAA BF02020	AAA BF02020
56	174	174	171
42671	42151	42151	42145
42671	42151	42151	42145
3812173	3812174	3812174	3812173
Roseville	Pleasant Grove	Pleasant Grove	Roseville
PLA	PLA	PLA	PLA
T11N, R06E, Sec. 20, SE (M)	T11N, R05E, Sec. 23, SE (M)	T11N, R05E, Sec. 23, SE (M)	T11N, R06E, Sec. 32, NW (M)
125	100	100	115
Birds	Amphibians	Amphibians	Amphibians
1	1	1	1
80 meters	80 meters	80 meters	80 meters
Presumed Extant	Presumed Extant	Presumed Extant	Presumed Extant
Natural/Native occurrence	Natural/Native occurrence	Natural/Native occurrence	Natural/Native occurrence
Good	Good	Good	Unknown
N	N	N	N
1999XXX	19930321	19930321	19910412
199807XX	19930321	19930321	19910412
PVT-HEWLETT PACKARD	UNKNOWN	UNKNOWN	UNKNOWN
None	None	None	None
None	None	None	None
G5	G2G3	G2G3	G2G3
S3S4	S3	S3	S3
FP	SSC	SSC	SSC
BLM_S; IUCN_LC	BLM_S; IUCN_NT	BLM_S; IUCN_NT	BLM_S; IUCN_NT
ON THE WEST SIDE OF THE SOUTH BRANCH OF PLEASANT GROVE CREEK, BETWEEN FOOTHILLS BLVD AND WOODCREEK OAKS BLVD, ROSEVILLE.	BEND IN PHILLIP ROAD, 1.5 MILE W OF ICT WITH FIDDYMENT ROAD, 0.3 MILE WEST WHERE ROAD PARALLELS PLEASANT GROVE CREEK.		TRIBUTARY TO KASEBERG CREEK, 1.3 MILES NE OF ICT BASE LINE & FIDDYMENT ROADS, ROSEVILLE.
SITE IS LOCATED ALONG THE BORDER BETWEEN WOODCREEK GOLF COURSE AND HEWLETT-PACKARD.			5 CONSTRUCTED VERNAL POOLS AND TRIBUTARY TO KASEBERG CREEK. MAPPED TO SITE DESCRIPTION (ELEVATION GIVEN DOESN'T MATCH).
HABITAT CONSISTS OF RIPARIAN/OAK WOODLAND, DOMINATED BY BLUE OAKS AND INTERIOR LIVE OAKS.	ANNUAL GRASSLAND.		VERNAL POOLS AND INTERMITTENT CREEK. SURROUNDING LAND USE: MITIGATION SITE, VARIOUS DEVELOPMENTS.
SITE WAS VISITED WEEKLY, MAR-JUL 1998; ADULT COURTSHIP TO 5 BEGGING FLEDGLINGS OBSERVED. KITES DID NOT NEST AT THIS LOCATION IN 1999, POSSIBLY DUE TO BOTH GREAT HORNED OWLS AND AMERICAN KESTRELS NESTING NEARBY.	1 ADULT FOUND CROSSING THE ROAD.		SEVERAL TADPOLES OBSERVED, 1991.
THREATENED BY ENCROACHING DEVELOPMENT ALONG WOODCREEK OAKS BLVD.	CHANGES IN HYDROLOGY/URBAN RUNOFF.		THREATENED BY INCREASED HYDROLOGY AND NON-NATIVE FISHES.
Development	Other; Pollution		Non-native animal impacts; Other
20000330	20000120	20000120	20000120

Search Results

14 matches found. Click on scientific name for details

Search Criteria: Quad is one of [3812184:3812174:3812183:3812182:3812172:3812163:3812173:3812164:3812162]

▲ SCIENTIFIC NAME	COMMON NAME	FAMILY	LIFEFORM	BLOOMING PERIOD	FED LIST	STATE LIST	GLOBAL RANK	STATE RANK	CA RARE PLANT RANK	PHOTO
<u>Balsamorhiza macrolepis</u>	big-scale balsamroot	Asteraceae	perennial herb	Mar-Jun	None	None	G2	S2	1B.2	 ©1998 Dean Wm. Taylor
<u>Brodiaea rosea ssp. vallicola</u>	valley brodiaea	Themidaceae	perennial bulbiferous herb	Apr-May(Jun)	None	None	G5T3	S3	4.2	 © 2011 Steven Perry
<u>Chloropyron molle ssp. hispidum</u>	hispid salty bird's-beak	Orobanchaceae	annual herb (hemiparasitic)	Jun-Sep	None	None	G2T1	S1	1B.1	No Photo Available
<u>Clarkia biloba ssp. brandegeae</u>	Brandegee's clarkia	Onagraceae	annual herb	(Mar)May-Jul	None	None	G4G5T4	S4	4.2	No Photo Available
<u>Downingia pusilla</u>	dwarf downingia	Campanulaceae	annual herb	Mar-May	None	None	GU	S2	2B.2	No Photo Available
<u>Fritillaria agrestis</u>	stinkbells	Liliaceae	perennial bulbiferous herb	Mar-Jun	None	None	G3	S3	4.2	 © 2016 Aaron Schusteff
<u>Gratiola heterosepala</u>	Boggs Lake hedge-hyssop	Plantaginaceae	annual herb	Apr-Aug	None	CE	G2	S2	1B.2	 ©2004 Carol W. Witham
<u>Juncus leiospermus var. ahartii</u>	Ahart's dwarf rush	Juncaceae	annual herb	Mar-May	None	None	G2T1	S1	1B.2	 © 2004 Carol W. Witham

<u>Juncus leiospermus</u> var. <u>leiospermus</u>	Red Bluff dwarf rush	Juncaceae	annual herb	Mar-Jun	None	None	G2T2	S2	1B.1	 ©2016 Dylan Neubauer
<u>Legenere limosa</u>	legenere	Campanulaceae	annual herb	Apr-Jun	None	None	G2	S2	1B.1	 ©2000 John Game
<u>Leptosiphon aureus</u>	bristly leptosiphon	Polemoniaceae	annual herb	Apr-Jul	None	None	G4?	S4?	4.2	 © 2007 Len Blumin
<u>Navarretia myersii</u> ssp. <u>myersii</u>	pincushion navarretia	Polemoniaceae	annual herb	Apr-May	None	None	G2T2	S2	1B.1	 © 2020 Leigh Johnson
<u>Orcuttia viscida</u>	Sacramento Orcutt grass	Poaceae	annual herb	Apr-Jul(Sep)	FE	CE	G1	S1	1B.1	No Photo Available
<u>Sagittaria sanfordii</u>	Sanford's arrowhead	Alismataceae	perennial rhizomatous herb (emergent)	May-Oct(Nov)	None	None	G3	S3	1B.2	 ©2013 Debra L. Cook

Showing 1 to 14 of 14 entries

Suggested Citation:
 California Native Plant Society, Rare Plant Program. 2022. Rare Plant Inventory (online edition, v9-01 1.5). Website <https://www.rareplants.cnps.org> [accessed 19 December 2022].

Vicinity Map

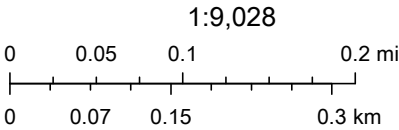


10/26/2022, 8:26:43 AM



Roseville Parcel

Roseville Street Label



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RESOLUTION NO. 23-023

DENYING THE APPEAL FROM THE SEPTEMBER 22, 2022 APPROVAL BY THE PLANNING COMMISSION; ADOPTING THE TWO (2) FINDINGS OF FACT AND APPROVING THE MAJOR PROJECT PERMIT STAGE 1 MODIFICATION SUBJECT TO TEN (10) CONDITIONS OF APPROVAL; AND ADOPTING THE TWO (2) FINDINGS OF FACT AND APPROVING THE MAJOR PROJECT PERMIT STAGE 2 SUBJECT TO NINETY-THREE (93) CONDITIONS OF APPROVAL.

WHEREAS, on September 22, 2022, the Planning Commission held a public hearing on the Blue Oaks Commerce Center (Project) located at 2200 Freedom Way; and

WHEREAS, the Project consists of four (4) industrial buildings totaling approximately 310,000-square-feet; and

WHEREAS, the Project requires a Major Project Permit Stage 1 Modification and Major Project Permit Stage 2 to allow the construction of four (4) industrial buildings totaling approximately 310,000 square-feet in size; and

WHEREAS, on September 22, 2022, the Planning Commission considered the Addendum to the Blue Oaks Commerce Center Initial Study and Mitigated Negative Declaration; and

WHEREAS, on September 22, 2022, the Planning Commission voted 6 aye, 0 no, and 1 absent to approve the Major Project Permit Stage 1 Modification after finding that with the conditions of approval, the Project was consistent with the following two (2) Findings of Fact:

1. The Preliminary Development Plan is consistent with the General Plan, applicable Specific Plan, and adopted City Design Guidelines.
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.

WHEREAS, on September 22, 2022, the Planning Commission voted 6 aye, 0 no, and 1 absent to approve the Major Project Permit Stage 2 after finding that with the conditions of approval, the Project was consistent with the following two (2) Findings of Fact:

1. The architecture and landscaping is consistent with the General Plan, applicable Specific Plan, and adopted City Design Guidelines; and Phase 1 approval.
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.

WHEREAS, following the Planning Commission's approval, an appeal was submitted by the Lozeau Drury law firm on September 30, 2022, based on concerns that the project had an inadequate environmental review; and

WHEREAS, a review of the record shows that the Project's Addendum is the appropriate CEQA document; and

WHEREAS, after holding a hearing on January 18, 2023 and considering the entire record, staff recommends that the City Council consider the Blue Oaks Commerce Center Addendum to the Blue Oaks Commerce Center Initial Study and Mitigated Negative Declaration and deny the appeal of the Planning Commission's approval of the Major Project Permit Stage 1 Modification and Major Project Permit Stage 2, because the necessary findings of facts can be made; and

WHEREAS, staff recommends that the City Council adopt the two (2) Findings of Fact for the Major Project Permit Stage 1 Modification and approve the Major Project Permit Stage 1 Modification subject to ten (10) conditions of approval; and

WHEREAS, staff recommends that the City Council adopt the two (2) Findings of Fact for the Major Project Permit Stage 2 and approve the Major Project Permit Stage 2 subject to ninety-three (93) conditions of approval; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Roseville hereby considers the Blue Oaks Commerce Center Addendum and denies the appeal of the Planning Commission's September 22, 2022 approval of the Major Project Permit Stage 1 Modification and Major Project Permit Stage 2; and

BE IT FURTHER RESOLVED that the City Council hereby adopts the two (2) Findings of Fact for the Major Project Permit Stage 1 Modification and approves the Major Project Permit Stage 1 Modification subject to ten (10) conditions of approval; and

BE IT FURTHER RESOLVED that the City Council hereby adopts the two (2) Findings of Fact for the Major Project Permit Stage 2 and approves the Major Project Permit Stage 2 subject to ninety-three (93) conditions of approval.

PASSED AND ADOPTED by the Council of the City of Roseville this _____, 2023, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

City Clerk

Blue Oaks Commerce Center

NEW SHELL BUILDINGS (A, B, C AND D)

2200 FREEDOM WAY
ROSEVILLE, CALIFORNIA 95678

PROJECT INFORMATION:

NARRATIVE:

THIS PROJECT INCLUDES FOUR NEW CONCRETE TILT-UP SHELL BUILDINGS DESIGNED FOR MULTI-TENANTS. IT WILL MAKE AVAILABLE TO THE COMMUNITY STATE OF THE ART FACILITIES FOR A LARGE RANGE OF BUSINESS ACTIVITIES. THE FACILITIES ARE DESIGNED TO ACCOMMODATE SMALL BUSINESSES AS WELL AS TENANTS SEEKING LARGE WAREHOUSE DISTRIBUTION SPACE.

SCOPE OF WORK:

- CONSTRUCTION OF (4) BUILDINGS (A, B, C AND D)
- ALL SITE WORK AS SHOWN ON SITE PLANS.
- CONSTRUCT (4) NEW DRIVEWAYS ON FREEDOM WAY.

PLANNING / ZONING REVIEW:

JURISDICTION	CITY OF ROSEVILLE, CALIFORNIA
LAND USE ZONE	M-2 (GENERAL INDUSTRIAL)
OVERLAY DISTRICT	NONE
STREET ADDRESS	2200 FREEDOM WAY (SEE G1.0 FOR EACH BLDG.)
LEGAL DESCRIPTION	SEE SURVEY

AREA SUMMARY:

PARCEL 3 AREA:	468,705 SQFT.	10.76 ACRES (+/-)
PARCELS 4-5 AREA:	574,170 SQFT.	13.18 ACRES (+/-)
TOTAL SITE AREA:	1,042,875 SQFT.	23.94 ACRES (+/-)

BUILDING:	AREA	COVERAGE	PARKING
BUILDING (A):	109,200 SQFT.	19%	228 SPACES
BUILDING (B):	80,080 SQFT.	14%	199 SPACES
BUILDING (C):	59,500 SQFT.	13%	192 SPACES
BUILDING (D):	59,500 SQFT.	13%	203 SPACES
TOTAL	308,280 SQFT.	29.6%	822 SPACES

LANDSCAPE (A) AREA:	267,439 SQFT.	25.6% COVERAGE
A.C.PAVING:	467,156 SQFT.	44.8% COVERAGE

AUTO PARKING (REQUIRED, MIN.):	400 SPACES
AUTO PARKING (PROVIDED):	822 SPACES 2.7 PER 1,000 SQFT.

AUTO PARKING BASED ON CITY REQUIREMENTS:

DESCRIPTION	REQUIREMENT	AREA	SPACES
PROF. OFFICE	(1) PER 250 S.F. (ASSUME 10-PERCENT)	30,828 SF.	123
WHSE. / MFR.	(1) PER 1,000 S.F.	277,452 SF.	277
TOTAL		308,280 SF.	400

ACCESSIBLE PARKING (REQUIRED):

PARCEL 3 (BLDGs. C-D) (395 SPACES)	8 SPACES
PARCEL 4-5 (BLDGs. A-B) (427 SPACES)	9 SPACES
TOTAL	17 SPACES

ACCESSIBLE PARKING (PROVIDED): 17 SPACES

VAN ACCESSIBLE PARKING (REQUIRED): 3 SPACES

VAN ACCESSIBLE PARKING (PROVIDED): 4 SPACES

BIKE PARKING (REQUIRED): 41 SPACES

BIKE PARKING (ACTUAL): 42 SPACES

REQUIRED BIKE PARKING BASED ON 5% OF ACTUAL AUTO PARKING SPACES PROVIDED (822) WITH A MINIMUM OF (4) SPACES.

THE REQUIRED AMOUNT WAS DIVIDED IN HALF BETWEEN SHORT TERM (RACKS ON CONC. PAD) AND LONG TERM (LOCKERS FOR 2-BIKES) AND DIVIDED BETWEEN ALL (4) BUILDINGS.

CLEAN AIR / EV PARKING SPACES (REQUIRED): 99 SPACES

CLEAN AIR / EV PARKING SPACES (PROVIDED): 99 SPACES

CLEAN AIR / EV PARKING BASED ON 12% OF ACTUAL AUTO PARKING SPACES PROVIDED (822).

THE REQUIRED AMOUNT WAS EQUALLY DIVIDED BETWEEN ALL (4) BUILDINGS.

QUICK REFERENCE BLDG. INFO:

BUILDING A:	BUILDING C:
AREA = 109,200 SQFT.	AREA = 59,500 SQFT.
POWER = 1,200 AMP SERVICE	POWER = 1,200 AMP SERVICE
SPRINKLER = ESFR WITH FIRE PUMP	SPRINKLER = ESFR WITH FIRE PUMP
CLEAR HEIGHT = 30'-0" WITH TOW OF 38'-0" AND 42'-6"	CLEAR HEIGHT = 24'-0" WITH TOW OF 30'-0" AND 34'-6"
DESIGN TYPE = POP-OUT CONCRETE ENTRIES	DESIGN TYPE = POP-OUT CONCRETE ENTRIES
GLAZING = VISTACOO AZURIA (BLUE) WITH CLEAR ANODIZED FRAMES	GLAZING = VISTACOO AZURIA (BLUE) WITH CLEAR ANODIZED FRAMES
BUILDING B:	BUILDING D:
AREA = 80,080 SQFT.	AREA = 59,500 SQFT.
POWER = 1,600 AMP SERVICE	POWER = 1,200 AMP SERVICE
SPRINKLER = ESFR WITH FIRE PUMP	SPRINKLER = ESFR WITH FIRE PUMP
CLEAR HEIGHT = 28'-0" WITH TOW OF 36'-0" AND 40'-6"	CLEAR HEIGHT = 24'-0" WITH TOW OF 30'-0" AND 34'-6"
DESIGN TYPE = POP-OUT CONCRETE ENTRIES	DESIGN TYPE = POP-OUT CONCRETE ENTRIES
GLAZING = VISTACOO AZURIA (BLUE) WITH CLEAR ANODIZED FRAMES	GLAZING = VISTACOO AZURIA (BLUE) WITH CLEAR ANODIZED FRAMES

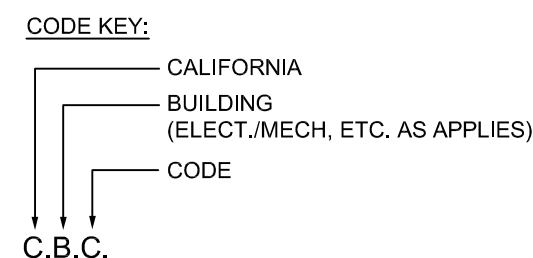
CODE INFORMATION:

CURRENT CODES:

APPLICABLE CODES AND STANDARDS INCLUDE:

- BUILDING = 2019 C.B.C. (BASED ON 2018 IBC)
- MECHANICAL = 2019 C.M.C. (BASED ON THE 2018 IMC)
- PLUMBING = 2019 C.P.C. (BASED ON THE 2018 IPC)
- ELECTRICAL = 2019 C.E.C. (BASED ON 2017 NEC)
- FIRE = 2019 C.F.C. (BASED ON THE 2018 IFC)
- CAL-GREEN CODE = 2019 C.G.B.S.C.
- ENERGY = 2018 ENERGY STANDARDS
- ADA = 2009 ICC/ANSI A117.1
- N.F.P.A. (NATIONAL FIRE PROTECTION AGENCY)

AS AMENDED BY THE STATE OF CALIFORNIA AND LOCAL JURISDICTIONS.



GENERAL IBC REVIEW:

OCCUPANCY	SHELL BUILDINGS, TENANTS UNKNOWN AT THIS TIME - ASSUMED S-1 (WAREHOUSE), F-1 (MANUF.) AND B (OFFICE)
CONSTRUCTION TYPE	V-B (CONCRETE TILT-UP WITH WOOD ROOF)
FULLY SPRINKLED	YES
FIRE ALARM	YES
ALLOWABLE AREA	WITH (4) 60.0' SIDEYARDS AND FULLY SPRINKLERED, ALLOWABLE AREA IS TO BE UNLIMITED
BUILDING FOOTPRINT	308,280 SF
BUILDING HEIGHT	MAX. ALLOWED = 60-FEET, ACTUAL = 42'-6"
STORIES	ALLOWED = 2, ACTUAL = 1 (SINGLE)
OCCUPANT LOAD (SHELL BUILDING, OCCUPANTS NOT KNOWN)	ANTICIPATED OFFICE (B) = 30,828 SF. (10%), OCCUPANT LOAD (150) = 206 ANTICIPATED WAREHOUSE (S-1) = 246,624 SF. (80%), OCCUPANT LOAD (500) = 493 ANTICIPATED MANUFACTURING (F-1) = 30,828 SF. (10%), OCCUPANT LOAD (100) = 308 TOTAL OCCUPANT LOAD = 1,007
EXITS	MIN. REQUIRED = 3, ACTUAL = 10 PLUS (EA. BLDG.)
FIRE RATINGS	DUE TO UNLIMITED AREA, THE EXTERIOR WALLS ARE NOT REQUIRED TO BE RATED. SEE SHEET A7.01 FOR FIRE BARRIER WALLS AT ELECTRICAL AND FIRE PUMP ROOMS.
FIRE EXTINGUISHERS	SEE OVERALL FLOOR PLANS OF EACH BUILDING FOR TYPES AND LOCATIONS.
ENERGY CODE	THIS PROJECT IS FOR A SHELL BUILDING AND WILL BE SEMI-CONDITIONED (FREEZE-PROTECTED), TITLE 24 FORMS HAVE BEEN COMPLETED AND ARE INCLUDED ON THE MEP SHEETS.
ENERGY SCHEDULE	SEE MECHANICAL AND ELECTRICAL SHEETS (ALSO SEE ENERGY NOTE ABOVE).
ACCESSIBLE PARKING	PROVIDED AS SHOWN ON SITE PLAN
REQUIRED OPENING PROTECTION	NONE

PERMIT INFORMATION:

PERMIT SUBMITTALS:

DESCRIPTION	PERMIT/APP. NO.	SUBMITTED	RE-SUBMIT	RE-SUBMIT	APPROVED
PRE-DESIGN MEETING	-				
MODIFIED STAGE 1 SUBMITTAL	PL22-0101	03-25-22	06-13-22	08-01-22	-
STAGE 2 SUBMITTAL	PL22-0101	03-25-22	06-13-22	08-01-22	-
LOT MERGER (M&P)	PL22-0059	03-04-22	-	-	06-01-22
BUILDING PERMIT	-	-	-	-	-

SEPARATE PERMITS:

NO.	SYSTEM DESCRIPTION	SUB-CONTRACTOR	SUBMITTAL
1	FIRE PROTECTION (ESFR WITH FIRE PUMP)	TO BE DETERMINED	TO CITY BY SUB-CONTRACTOR
2	FIRE ALARM / MONITORING	TO BE DETERMINED	TO CITY BY SUB-CONTRACTOR
3			

DEFERRED SUBMITTALS (BIDDER DESIGN):

NO.	SYSTEM DESCRIPTION	SUB-CONTRACTOR	SUBMITTAL
1	OPEN-WEB STEEL JOISTS / GIRDERS	TO BE DETERMINED	SHOP DRAWINGS
2	STOREFRONT	TO BE DETERMINED	SHOP DRAWINGS

NOTE:
IN ACCORDANCE WITH I.B.C. SECTION 107.3.4.1 DEFERRED SUBMITTAL ITEMS SHALL BE REVIEWED BY VLMK PRIOR TO SUBMITTAL TO THE BUILDING OFFICIAL FOR PERMIT APPROVAL. THE SUBCONTRACTOR OR VENDOR IS RESPONSIBLE TO PROVIDE CUSTOMARY DESIGN DOCUMENTS AND PERMIT COORDINATION FOR THEIR DEFERRED SUBMITTAL ITEMS. THE DEFERRED SUBMITTAL ITEMS SHALL NOT BE INSTALLED UNTIL THE DESIGN AND SUBMITTAL DOCUMENTS HAVE BEEN APPROVED BY THE BUILDING OFFICIAL.

DIRECTORY:

OWNER / DEVELOPER:

SCHNITZER PROPERTIES (PDx)
1121 Southwest Salmon Street
Portland, Oregon 97205
Phone: (503) 242-2900
Contact: Ryan Schera
(503) 973-0258, Direct

SCHNITZER PROPERTIES (SAC)
830 Riverside Parkway, Suite 10
West Sacramento, California 95605
Phone: (916) 373-1700
Contact: John Shorey
(503) 973-0258, Direct

ENGINEER:

VLMK ENGINEERING + DESIGN
3939 S Kelly Avenue
Portland, Oregon 97239
Phone: (503) 222-4453
Contact: Chris Palmateer (971) 254-8284, Direct
Bill Lambert (971) 254-8295, Direct

TRAFFIC ENGINEER:

FEHR & PEERS (City Consultant)
1013 Galleria Blvd., Suite 255
Roseville, California 95678
Phone: (916) 773-1900
Contact: David Stanek (916) 262-7390, Cell

TRAFFIC ENGINEER:

KITTLESON & ASSOCIATES (Schnitzer Consultant)
2510 J Street, Suite 200
Sacramento, California 95816
Phone: (916) 266-2190
Contact: Mychal Loomis (714) 468-1180, Direct

REVISED MODIFIED STAGE I AND STAGE II INTAKE SET

VLMK JOB NUMBER: 20210696

DRAWING INDEX:

GENERAL:

CVR1.0	COVER SHEET
OVR1.0	DRAWING HISTORY AND SYMBOLS
G1.0	MASTER SITE PLAN
G1.1	SITE PLAN NW
G1.2	SITE PLAN NE
G1.3	SITE PLAN SW
G1.4	SITE PLAN SE
G2.0	SITE DETAILS
G2.1	SITE DETAILS (GARBAGE ENCLOSURES)
G2.2	SITE DETAILS (MONUMENT SIGNS)
G2.3	SITE DETAILS

CIVIL:

C1.0	OVERALL SITE GRADING PLAN
C1.1	PARTIAL SITE GRADING PLAN NW
C1.2	PARTIAL SITE GRADING PLAN NE
C1.3	PARTIAL SITE GRADING PLAN SW
C1.4	PARTIAL SITE GRADING PLAN SE
C1.5	ENLARGED GRADING PLANS
C2.0	OVERALL SITE UTILITY PLAN
C2.1	PARTIAL SITE UTILITY PLAN NW
C2.2	PARTIAL SITE UTILITY PLAN NE
C2.3	PARTIAL SITE UTILITY PLAN SW
C2.4	PARTIAL SITE UTILITY PLAN SE
C2.5	ENLARGED SITE UTILITY PLANS
C3.0	CIVIL DETAILS
C3.1	CIVIL DETAILS

SURVEY:

1 OF 1 TOPO SURVEY

LOT MERGER:

1 OF 1 LOT MERGER PLAN

LANDSCAPE:

L1.1	LANDSCAPE PLAN NW
L1.2	LANDSCAPE PLAN NE
L1.3	LANDSCAPE PLAN SW
L1.4	LANDSCAPE PLAN SE
L1.5	LANDSCAPE LEGENDS AND NOTES

SWPPP:

1 of 8	SWPPP COVER SHEET
2 of 8	SWPPP STAGING LAYOUT
3 of 8	SWPPP OVERALL SITE PLAN
4 of 8	SWPPP PARTIAL SITE PLAN NW
5 of 8	SWPPP PARTIAL SITE PLAN NE
6 of 8	SWPPP PARTIAL SITE PLAN SW
7 of 8	SWPPP PARTIAL SITE PLAN SE
8 of 8	SWPPP TOPO BOUNDARY MAP

ARCHITECTURAL:

A1.00	OVERALL FLOOR PLAN A
A1.01	PARTIAL FLOOR PLAN WEST A
A1.02	PARTIAL FLOOR PLAN EAST A
A1.03	DOOR SCHEDULES AND DETAILS A
A1.04	OVERALL FLOOR PLAN B
A1.05	PARTIAL FLOOR PLAN WEST B
A1.06	PARTIAL FLOOR PLAN EAST B
A1.07	DOOR SCHEDULES B
A1.08	OVERALL FLOOR PLAN C
A1.09	PARTIAL FLOOR PLAN WEST C
A1.10	PARTIAL FLOOR PLAN EAST C
A1.11	DOOR SCHEDULES C
A1.12	OVERALL FLOOR PLAN D
A1.13	PARTIAL FLOOR PLAN WEST D
A1.14	PARTIAL FLOOR PLAN EAST D
A1.15	DOOR SCHEDULES D
A2.00	OVERALL EXTERIOR ELEVATIONS A
A2.01	ENLARGED ELEVATIONS SOUTH A
A2.02	ENLARGED ELEVATIONS NORTH WEST AND EAST A
A2.03	OVERALL EXTERIOR ELEVATIONS B
A2.04	ENLARGED ELEVATIONS NORTH B
A2.05	ENLARGED ELEVATIONS SOUTH WEST AND EAST B
A2.06	OVERALL EXTERIOR ELEVATIONS C
A2.07	ENLARGED ELEVATIONS SOUTH C
A2.08	ENLARGED ELEVATIONS NORTH WEST AND EAST C
A2.09	OVERALL EXTERIOR ELEVATIONS D
A2.10	ENLARGED ELEVATIONS NORTH D
A2.11	ENLARGED ELEVATIONS SOUTH WEST AND EAST D
A3.00	BUILDING SECTIONS A AND B
A3.01	BUILDING SECTIONS C AND D
A4.00	WALL SECTIONS
A4.01	WALL SECTIONS
A5.00	ROOF PLANS AND DETAILS A AND B
A5.01	ROOF PLANS AND DETAILS C AND D
A6.00	STOREFRONT PLANS AND ELEVATIONS A AND B
A6.01	STOREFRONT PLANS AND ELEVATIONS C AND D
A6.02	STOREFRONT DETAILS
A7.00	ARCHITECTURAL DETAILS
A7.01	ARCHITECTURAL DETAILS
A8.00	SPECIFICATIONS
A8.01	SPECIFICATIONS
A8.02	SPECIFICATIONS
A8.03	SPECIFICATIONS
A8.04	SPECIFICATIONS

STRUCTURAL:

S0.00	SPECIAL INSPECTION NOTES
S1.00	OVERALL FOUNDATION PLAN A
S1.01	PARTIAL FOUNDATION PLAN WEST A
S1.02	PARTIAL FOUNDATION PLAN EAST A
S1.03	OVERALL FOUNDATION PLAN B
S1.04	PARTIAL FOUNDATION PLAN WEST B
S1.05	PARTIAL FOUNDATION PLAN EAST B
S1.06	OVERALL FOUNDATION PLAN C
S1.07	PARTIAL FOUNDATION PLAN WEST C
S1.08	PARTIAL FOUNDATION PLAN EAST C
S1.09	OVERALL FOUNDATION PLAN D
S1.10	PARTIAL FOUNDATION PLAN WEST D
S1.11	PARTIAL FOUNDATION PLAN EAST D
S2.00	FOUNDATION DETAILS
S2.01	FOUNDATION DETAILS
S3.00	OVERALL ROOF FRAMING PLAN A
S3.01	PARTIAL ROOF FRAMING PLAN WEST A
S3.02	PARTIAL ROOF FRAMING PLAN EAST A
S3.03	OVERALL ROOF FRAMING PLAN B
S3.04	PARTIAL ROOF FRAMING PLAN WEST B
S3.05	PARTIAL ROOF FRAMING PLAN EAST B
S3.06	OVERALL ROOF FRAMING PLAN C
S3.07	PARTIAL ROOF FRAMING PLAN WEST C
S3.08	PARTIAL ROOF FRAMING PLAN EAST C
S3.09	OVERALL ROOF FRAMING PLAN D
S3.10	PARTIAL ROOF FRAMING PLAN WEST D
S3.11	PARTIAL ROOF FRAMING PLAN EAST D

STRUCTURAL (CONT.):

S4.00	ROOF FRAMING DETAILS
S4.01	ROOF FRAMING DETAILS
S5.00	TILT WALL PANEL ELEVATIONS A
S5.01	TILT WALL PANEL ELEVATIONS A
S5.02	TILT WALL PANEL ELEVATIONS B
S5.03	TILT WALL PANEL ELEVATIONS B
S5.04	TILT WALL PANEL ELEVATIONS C
S5.05	TILT WALL PANEL ELEVATIONS C
S5.06	TILT WALL PANEL ELEVATIONS D
S5.07	TILT WALL PANEL ELEVATIONS D
S6.00	TILT WALL PANEL TYPES
S7.00	PANEL DETAILS

PLUMBING:

P1.00	PLUMBING LEGEND AND NOTES
P2.01	PLUMBING PARTIAL PLAN WEST A
P2.02	PLUMBING PARTIAL PLAN EAST A
P2.03	PLUMBING PARTIAL PLAN WEST B
P2.04	PLUMBING PARTIAL PLAN EAST B
P2.05	PLUMBING PARTIAL PLAN WEST C
P2.06	PLUMBING PARTIAL PLAN EAST C
P2.07	PLUMBING PARTIAL PLAN WEST D
P2.08	PLUMBING PARTIAL PLAN EAST D
P9.01	PLUMBING SPECIFICATIONS
P9.02	PLUMBING SPECIFICATIONS
P9.03	PLUMBING SPECIFICATIONS

MECHANICAL:

M0.01	MECHANICAL LEGENDS AND DETAILS
M0.02	MECHANICAL SCHEDULES
M1.01	TITLE 24 COMPLIANCE FORMS
M1.02	TITLE 24 COMPLIANCE FORMS
M1.03	TITLE 24 COMPLIANCE FORMS
M1.04	TITLE 24 COMPLIANCE FORMS
M1.05	TITLE 24 COMPLIANCE FORMS
M1.06	TITLE 24 COMPLIANCE FORMS
M1.07	TITLE 24 COMPLIANCE FORMS
M1.08	TITLE 24 COMPLIANCE FORMS
M1.09	TITLE 24 COMPLIANCE FORMS
M1.10	TITLE 24 COMPLIANCE FORMS
M1.11	TITLE 24 COMPLIANCE FORMS
M1.12	TITLE 24 COMPLIANCE FORMS
M1.13	TITLE 24 COMPLIANCE FORMS
M1.14	TITLE 24 COMPLIANCE FORMS
M1.15	TITLE 24 COMPLIANCE FORMS
M1.16	TITLE 24 COMPLIANCE FORMS
M1.17	TITLE 24 COMPLIANCE FORMS
M1.18	TITLE 24 COMPLIANCE FORMS
M1.19	TITLE 24 COMPLIANCE FORMS
M1.20	TITLE 24 COMPLIANCE FORMS
M1.21	TITLE 24 COMPLIANCE FORMS
M1.22	TITLE 24 COMPLIANCE FORMS
M1.23	TITLE 24 COMPLIANCE FORMS
M2.01	MECHANICAL PARTIAL PLAN WEST A
M2.02	MECHANICAL PARTIAL PLAN EAST A
M2.03	MECHANICAL PARTIAL PLAN WEST B
M2.04	MECHANICAL PARTIAL PLAN EAST B
M2.05	MECHANICAL PARTIAL PLAN WEST C
M2.06	MECHANICAL PARTIAL PLAN EAST C
M2.07	MECHANICAL PARTIAL PLAN WEST D
M2.08	MECHANICAL PARTIAL PLAN EAST D
M9.01	MECHANICAL SPECIFICATIONS
M9.02	MECHANICAL SPECIFICATIONS
M9.03	MECHANICAL SPECIFICATIONS

ELECTRICAL:

E0.01	TITLE 24
E0.02	TITLE 24
E0.03	TITLE 24
E0.04	TITLE 24
E0.05	TITLE 24
E0.06	TITLE 24
E0.07	TITLE 24
E0.08	TITLE 24
E0.09	TITLE 24
E0.10	TITLE 24
E0.11	TITLE 24
E0.12	TITLE 24
E0.13	TITLE 24
E0.14	TITLE 24
E0.15	TITLE 24
E0.16	TITLE 24
E1.00	ELECTRICAL LEGEND AND SCHEDULES
E1.01	ELECTRICAL SITE PLAN SOUTH
E1.02	ELECTRICAL SITE PLAN NORTH
E1.03	ELECTRICAL LIGHTING PHOTOMETRICS PLAN SOUTH
E1.04	ELECTRICAL LIGHTING PHOTOMETRICS PLAN NORTH
E2.01	ELECTRICAL PARTIAL PLAN WEST A
E2.02	ELECTRICAL PARTIAL PLAN EAST A
E2.03	ELECTRICAL PARTIAL PLAN WEST B
E2.04	ELECTRICAL PARTIAL PLAN EAST B
E2.05	ELECTRICAL PARTIAL PLAN WEST C
E2.06	ELECTRICAL PARTIAL PLAN EAST C
E2.07	ELECTRICAL PARTIAL PLAN WEST D
E2.08	ELECTRICAL PARTIAL PLAN EAST D
E3.01	ELECTRICAL PARTIAL LIGHTING PLAN WEST A
E3.02	ELECTRICAL PARTIAL LIGHTING PLAN EAST A
E3.03	ELECTRICAL PARTIAL LIGHTING PLAN WEST B
E3.04	ELECTRICAL PARTIAL LIGHTING PLAN EAST B
E3.05	ELECTRICAL PARTIAL LIGHTING PLAN WEST C
E3.06	ELECTRICAL PARTIAL LIGHTING PLAN EAST C
E3.07	ELECTRICAL PARTIAL LIGHTING PLAN WEST D
E3.08	ELECTRICAL PARTIAL LIGHTING PLAN EAST D
E4.01	ELECTRICAL ENLARGED PLANS BUILDINGS A AND B
E4.02	ELECTRICAL ENLARGED PLANS BUILDINGS C AND D
E5.01	ELECTRICAL RISER DIAGRAM BUILDING A
E5.02	ELECTRICAL RISER DIAGRAM BUILDING B
E5.03	ELECTRICAL RISER DIAGRAM BUILDING C
E5.04	ELECTRICAL RISER DIAGRAM BUILD

1. **DETAIL NAME**
 - DIRECTION OF VIEW
 - DETAIL NUMBER
 - SHEET NUMBER WHERE DETAIL APPEARS

2. **NORTH ARROW DIRECTION**

3. **DETAIL NAME**
 - DETAIL NUMBER
 - SHEET NUMBER OF THE SHEET WITH THIS LABEL
 - SCALE

4. **MARK DESCRIPTION**
 - KEYNOTE DESCRIPTION
 - KEYNOTE NUMBER

5. **WALL TYPE NUMBER**
 - WALL CUT LINE

6. **ELEVATION ABOVE FINISH FLOOR**
 - 3'-0" SILL
 - DESCRIPTION OF ELEVATION LOCATION

7. **DETAIL NUMBER**
 - SHEET NUMBER WHERE DETAIL APPEARS
 - DIRECTION OF VIEW

8. **AREA OF ENLARGED PLAN OR ELEVATION**

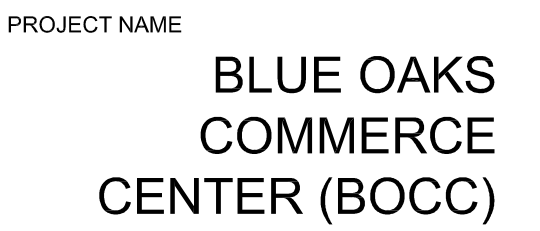
9. **AREA OF DETAIL**

10. **GRID NUMBERS/LETTERS**

11. **REVISION NUMBER (SEE REVISION HISTORY IN TITLEBLOCK OF EACH DRAWING)**
 - AREA OF REVISION

AB	ANCHOR BOLT	JT	JOINT
AC	AIR CONDITIONING	JST	JOIST
AC	ASPHALT CONCRETE		
ACT	ACOUSTIC CEILING TILE		
AD	AREA DRAIN	KD	KNOCKED DOWN
ADA	AMERICANS WITH DISABILITIES ACT		
ADD	ADDITION OR ADDENDUM	LAM	LAMINATE
ADDL	ADDITIONAL	LAT	LATERAL
AFF	AFORE FINISH FLOOR	LAV	LAVATORY
ALT	ALTERNATE	LF	LINEAR FEET
AL	ALUMINUM	LT	LIGHT
ALUM	ALUMINUM	LTG	LIGHTING
AMP	AMPERES	LVT	LUXURY VINYL TILE
ANOD	ANODIZED		
ARCH	ARCHITECT		
		MATL	MATERIAL
BC	BACK OF CURB	MAX	MAXIMUM
BD	BOARD	MB	MACHINE BOLT
BDLG	BUILDING	MDO	MEDIUM DENSITY OVERLAY
BLK	BLOCK, BLOCKING	MECH	MECHANICAL
BM	BENCH MARK, BEAM	MEFP	MECHANICAL, ELECTRICAL
BOT	BOTTOM		AND FIRE PROTECTION
BOCAN	BOTTOM OF CANOPY	MFG	MANUFACTURING
BR	BEARING	MFR	MANUFACTURER
BUR	BUILT-UP ROOFING	MH	MANHOLE
		MIN	MINIMUM
		MISC	MISCELLANEOUS
CAM	CAMBER	MO	MASONRY OPENING
CB	CATCH BASIN	MR	MOISTURE RESISTANT
CF	CUBIC FOOT	MTL	METAL
CI	CAST IRON		
CIP	CAST IN PLACE	(N)	NEW
CJ	CONTROL JOINT		
C/L	CENTERLINE	NIC	NOT IN CONTRACT
CLG	CEILING	NOM	NOMINAL
CLR	CLEAR	NTS	NOT TO SCALE
CMU	CONCRETE MASONRY UNIT		
CO	CLEAN OUT		
COL	COLUMN	OA	OVERALL
CONC	CONCRETE	OC	ON CENTER
CONN	CONNECTION	OD	OUTSIDE DIAMETER
CONSTR	CONSTRUCTION	OH	OPPOSITE HAND
CONST	CONTINUOUS	OPNG	OPENING
CONTR	CONTRACTOR		
CPT	CARPET OR CARPET TILE	PC	PRECAST CONCRETE
CY	CUBIC YARD	PERF	PERFORATED
		PERP	PERPENDICULAR
d	PENNY	PH	PHASE
(D)	DEMO	PJ	PANEL JOINT
DBL	DOUBLE	PL	PLATE, PROPERTY LINE
DEMO	DEMOLITION	PLAM	PLASTIC LAMINATE
DF	DRINKING FOUNTAIN	PLYWD	PLYWOOD
DIA	DIAMETER	PR	PAIR
DIAG	DIAGONAL	PREFAB	PREFABRICATED
DIM	DIMENSION	PSF	POUNDS PER SQUARE FOOT
DISP	DISPENSER	PSI	POUNDS PER SQUARE INCH
DLD	DEAD LOAD	PST	PRESERVATIVE TREATED WOOD
DN	DOWN	PVC	POLYVINYL CHLORIDE
DR	DOOR	PWR	POWER
DS	DOWNSPOUT		
DTL	DETAIL	R	RADIUS
DW	DISHWASHER	RB	RUBBER BASE
DWG	DRAWING	RD	ROOF DRAIN, ROAD
		REF	REFRIGERATOR
EXTG	EXISTING	REINF	REINFORCING
EXIST	EXISTING	REQD	REQUIRED
(E)	EXISTING	REV	REVISION
EA	EACH	RM	ROOM
EIFS	EXTERIOR INSULATION	RO	ROUGH OPENING
	AND FINISH SYSTEM	ROW	RIGHT OF WAY
EJ	EXPANSION JOINT		
ELEC	ELECTRIC	SAN	SANITARY
ELECT	ELECTRICAL	SAT	SUSPENDED ACOUSTICAL TILE
ELEV	ELEVATION, ELEVATOR	SC	SOLID CORE
EQ	EQUAL	SCHED	SCHEDULE
EQUIP	EQUIPMENT	SECT	SECTION
ESFR	EARLY SUPPRESSION	SF	SQUARE FEET
	FAST RESPONSE	SHT	SHEET
EW	EACH WAY	SHTG	SHEETING
EXP	EXPOSED OR EXPANSION	SIM	SIMILAR
EXT	EXTERIOR	SO	SLAB ON GRADE
		SPEC	SPECIFICATION
FA	FIRE ALARM	SQ	SQUARE
FAB	FABRICATE	SQFT	SQUARE FEET
FD	FLOOR DRAIN	STD	STANDARD
FDC	FIRE DEPARTMENT CONNECTION	STL	STEEL
FDN	FOUNDATION	STS	STORM SEWER
FE	FIRE EXTINGUISHER	STRUCT	STRUCTURAL
FEC	FIRE EXTINGUISHER CABINET	SUSP	SUSPENDED
FH	FIRE HYDRANT	SV	SHEET VINYL
FIN	FINISH	SYM	SYMMETRICAL
FIN FLR	FINISH FLOOR		
FLR	FLOOR		
FLUOR	FLUORESCENT	T&G	TONGUE AND GROOVE
FOC	FACE OF CONCRETE	TB	THROUGH BOLT
FOS	FACE OF STUD	TOC	TOP OF CURB
FRP	FIBERGLASS REINFORCED PANEL	TOCAN	TOP OF CANOPY
FRMG	FRAMING	TOF	TOP OF FRAMING
FTG	FOOTING	TOFTG	TOP OF FOOTING
FURN	FURNITURE	TOMLULL	TOP OF MULLION
		TOS	TOP OF SLAB
		TOW	TOP OF WALL
GA	GAUGE	TP	TUPE PAPER
GALV	GALVANIZED	TRANS	TRANSFORMER
GFI	GROUND FAULT INTERRUPTOR	T	TIE STEEL
GI	GALVANIZED IRON	TYP	TYPICAL
GL	GLUE LAMINATED BEAM		
GYP	GYPSPUM		
GYP BD	GYPSPUM BOARD	UNO	UNLESS NOTED OTHERWISE
		UN	UNLESS OTHERWISE NOTED
		URN	URNAL
HB	HOSE BIBB		
HC	HOLLOW CORE		
HDR	HEADER	VCT	VINYL COMPOSITION TILE
HDWE	HARDWARE	VERT	VERTICAL
HGT	HEIGHT	VIF	VERIFY IN FIELD
HORIZ	HORIZONTAL		
HM	HOLLOW METAL		
HSS	HOLLOW STEEL SECTION	WC	WATER CLOSET
HT	HEIGHT	WCT	WAINSCOT
HTG	HEATING	WD	WOOD
HVAC	HEATING VENTILATING AND	WDW	WINDOW
	AIR CONDITIONING	WH	WATER HEATER
HWH	HOT WATER HEATER	WHSE	WAREHOUSE
HYD	HYDRAULIC	WP	WEATHER PROOF
		WRGB	WATER RESISTANT GYPSPUM BOARD
		WT	WEIGHT
ID	INSIDE DIAMETER		
INFO	INFORMATION		
INSUL	INSULATION		
INT	INTERIOR		

[illegible][illegible]



ADDRESS

2200 FREEDOM WAY
ROSEVILLE, CA.

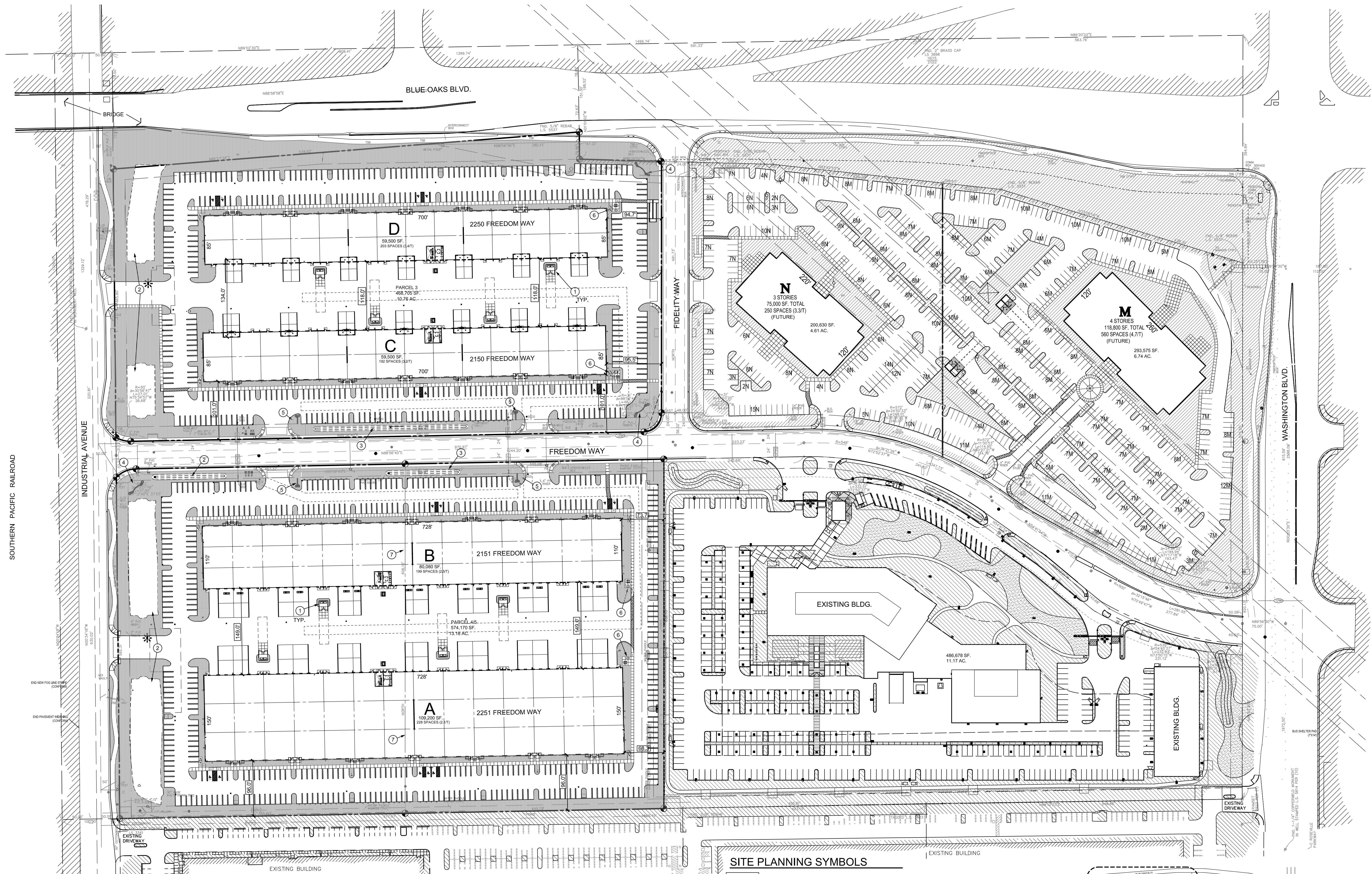
REVISED MODIFIED STAGE I
AND STAGE II INTAKE SET:
08-01-22

REVISIONS

[illegible]

DATE DECEMBER 2021	
SCALE AS NOTED	PROJ. NO. 20210696
DRAWN BGL	CHECKED CMP

MASTER SITE PLAN



OVERALL MASTER SITE PLAN

1" = 80.0'

GENERAL NOTES:

1. PROPERTY LINE BEARINGS AND DISTANCES AS WELL AS SITE AREA CALCULATIONS ARE PROVIDED FOR ZONING AND PERMIT REVIEW ONLY. REAL PROPERTY LEGAL DESCRIPTIONS AND AREA CALCULATIONS ARE TO BE PROVIDED BY A REGISTERED PROFESSIONAL SURVEYOR.
2. SEE COVER SHEET (CVR1.0) FOR AREA SUMMARY TABLE.

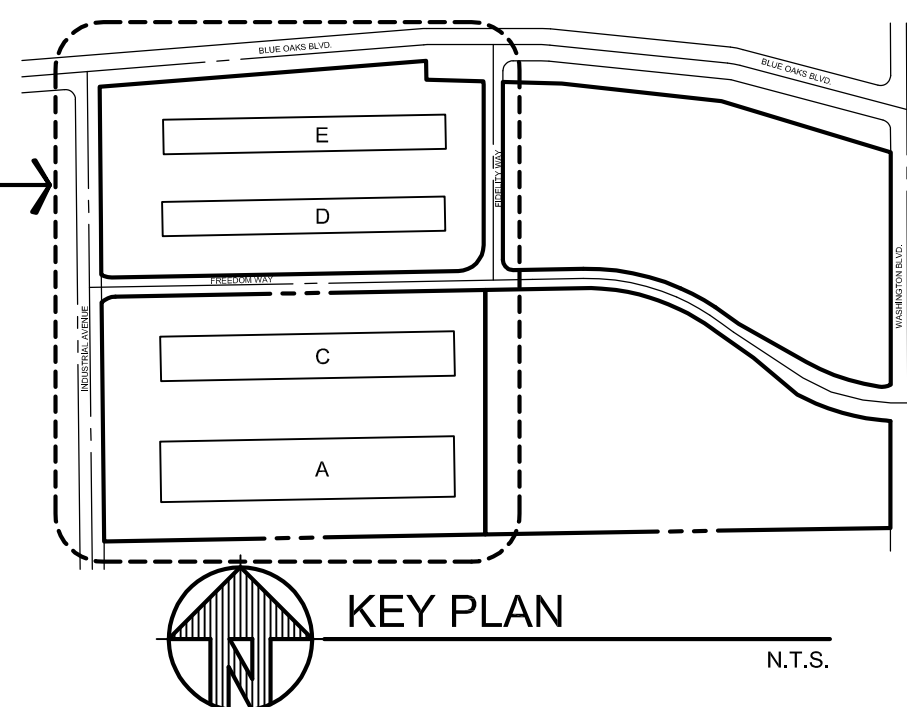
SITE PLAN KEYNOTES:

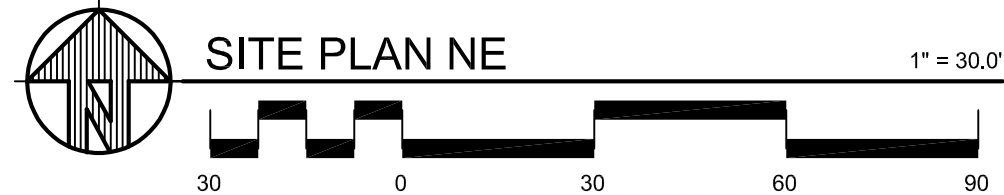
MARK	DESCRIPTION
①	NEW GARBAGE ENCLOSURES PER DETAIL 1 / G2.1.
②	EXISTING WATER QUALITY SWALES TO REMAIN. USE CAUTION TO PROTECT. SEE CIVIL PLANS FOR ADDITIONAL INFORMATION.
③	EXISTING WATER QUALITY SWALES TO BE MODIFIED. SEE GRADING AND UTILITY PLANS.
④	LARGE CURVED MONUMENT SIGN - SEE DETAIL SHEET G2.2.
⑤	SMALL STRAIGHT MONUMENT SIGN - SEE DETAIL SHEET G2.2.
⑥	CONCRETE PEDESTRIAN PLAZA WITH TABLE/UMBRELLA AND BENCH SURROUNDED BY LANDSCAPING.
⑦	EXISTING INTERIOR PROPERTY LINE TO BE REMOVED WITH LOT MERGER UNDER SEPARATE PERMIT SUBMITTAL. SEE LOT MERGER PLAN IN THIS SET.

SITE PLANNING SYMBOLS

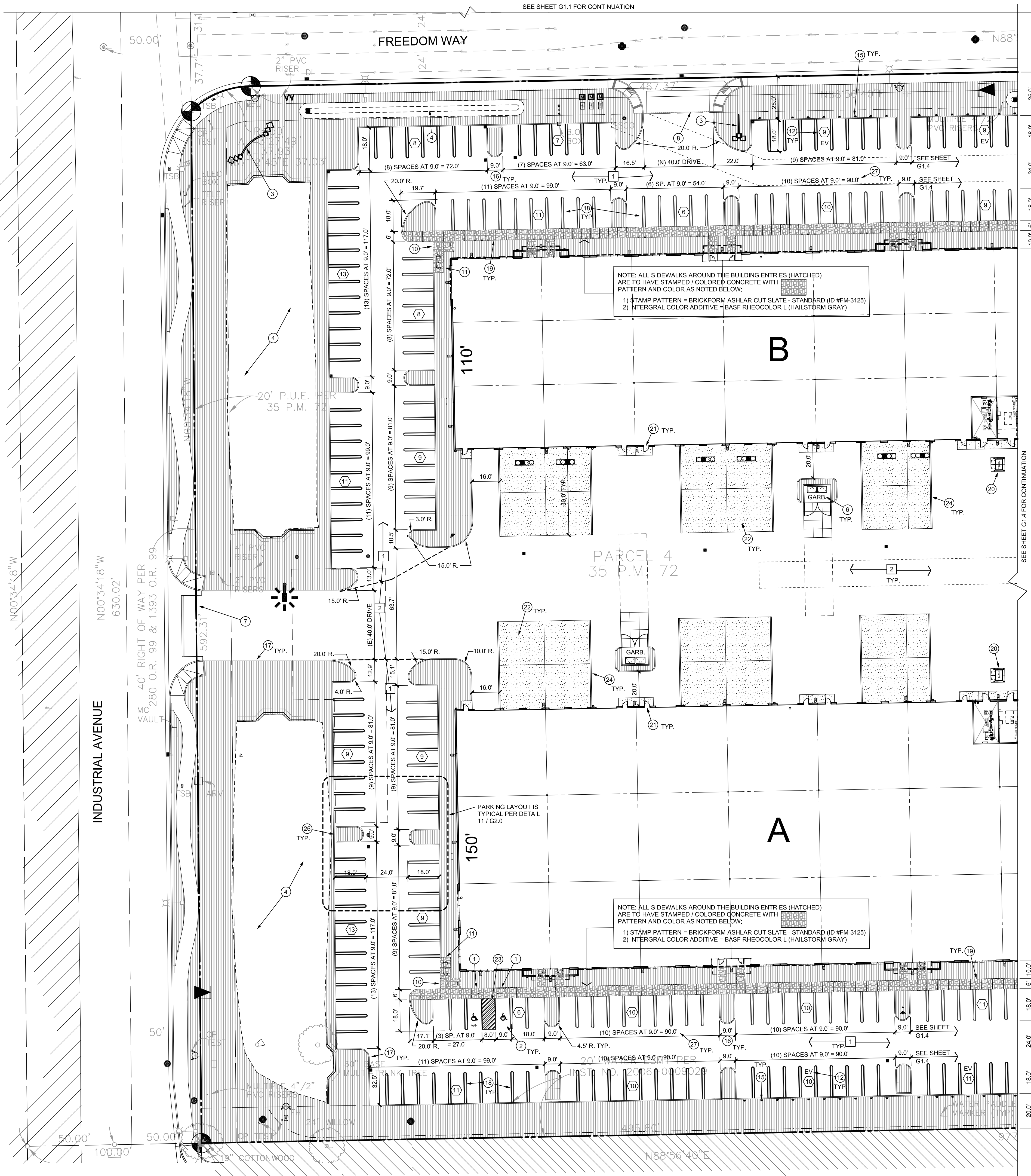
- | | |
|---|---|
|  | ASPHALT PAVING AS NOTED ON SHEETS G1.1 AND G1.2 |
|  | NEW LANDSCAPED AREA - SEE SHEET L1.0 |
|  | EXISTING LANDSCAPED AREA - SEE SHEET L1.0 |
|  | FUTURE LANDSCAPED AREA (NOT PART OF THIS PROJECT) |
|  | CONTROL DIMENSION |
|  | GARBAGE ENCLOSURE - SEE DETAIL 1 / G2.1. |
|  | STANDARD ACCESSIBLE PARKING STALL, 9.0' WIDE STALL WITH 6.0' WIDE STRIPED SIDE ACCESS, PROVIDE CODE APPROVED SIGN AT EACH STALL. SEE DETAIL 9 / G2.0. |
|  | VAN ACCESSIBLE PARKING STALL, 9.0' WIDE STALL WITH 8.0' WIDE STRIPED SIDE ACCESS, PROVIDE CODE APPROVED SIGN AT EACH STALL. SEE DETAIL 9 / G2.0. |
|  | NUMBER OF STANDARD PARKING STALLS 9.0' X 18.0' |
|  | NEW SITE LIGHT POLE - SEE ELECTRICAL |
| <hr/> | |
| (6) SP. AT 9.0' = 54.0' | NUMBER AND WIDTH OF PARKING SPACES. |
| <hr/> | |
| PROPERTY LINES | |

SEE SHEETS G1.1
THRU G1.4 FOR
ENLARGED SITE PLANS





G:\Asad\2021\202106980-Drawings\020 G1.1-G1.4 SITE PLAN NIV.dwg/22/2022 12:32 PM



SITE PLANNING SYMBOLS

- ASPHALT PAVING AS NOTED ON THIS SHEET
- NEW LANDSCAPED AREA - SEE SHEET L1.1
- EXISTING LANDSCAPED AREA - SEE SHEET L1.1
- FUTURE LANDSCAPED AREA (NOT PART OF THIS PROJECT)
- GARB. GARBAGE ENCLOSURE - SEE DETAIL 1 / G2.1.
- STANDARD ACCESSIBLE PARKING STALL. 9.0' WIDE STALL WITH 6.0' WIDE STRIPED SIDE ACCESS. PROVIDE CODE APPROVED SIGN AT EACH STALL. SEE DETAIL 9 / G2.0.
- VAN ACCESSIBLE PARKING STALL. 9.0' WIDE STALL WITH 8.0' WIDE STRIPED SIDE ACCESS. PROVIDE CODE APPROVED SIGN AT EACH STALL. SEE DETAIL 9 / G2.0.
- NUMBER OF STANDARD PARKING STALLS 9.0' X 18.0'
- NUMBER OF ELECTRIC VEHICLE (EV) PARKING STALLS WITH CONDUIT FROM THE ADJACENT ELECTRICAL ROOM FOR FUTURE CHARGING STATIONS. SEE KEYNOTES 12 AND 15.
- NUMBER AND WIDTH OF PARKING SPACES.
- NEW SITE LIGHT POLE - SEE ELECTRICAL.

GENERAL NOTES:

- PROPERTY LINE BEARINGS AND DISTANCES AS WELL AS SITE AREA CALCULATIONS ARE PROVIDED FOR ZONING AND PERMIT REVIEW ONLY. REAL PROPERTY LEGAL DESCRIPTIONS AND AREA CALCULATIONS ARE TO BE PROVIDED BY A REGISTERED PROFESSIONAL SURVEYOR.
- SEE COVER SHEET (CV/R1.0) FOR AREA SUMMARY TABLE.
- SEE SHEET G1.0 FOR OVERALL MASTER SITE PLAN.
- SEE SHEET G1.0 FOR ALL CONTROL DIMENSIONS.

PAVEMENT SECTIONS (NON AMENDED SOIL):

(BASED ON 20 YEAR DESIGN LIFE FROM GEO REPORT, DATED 09/23/2005)

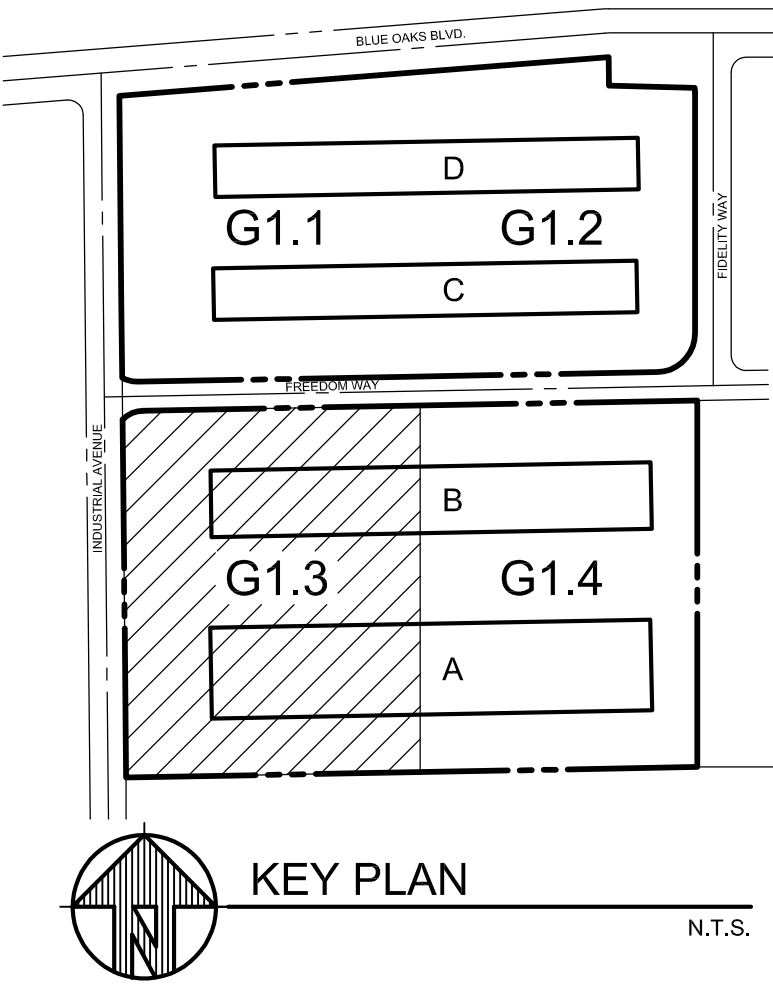
- CAR PARKING AND AISLE - 3.0" A.C. PAVING OVER 9" CRUSHED ROCK OVER COMPACTED SUBGRADE.
- HEAVY TRUCK MANEUVERING - 4.0" A.C. PAVING OVER 15.5" CRUSHED ROCK OVER COMPACTED SUBGRADE.

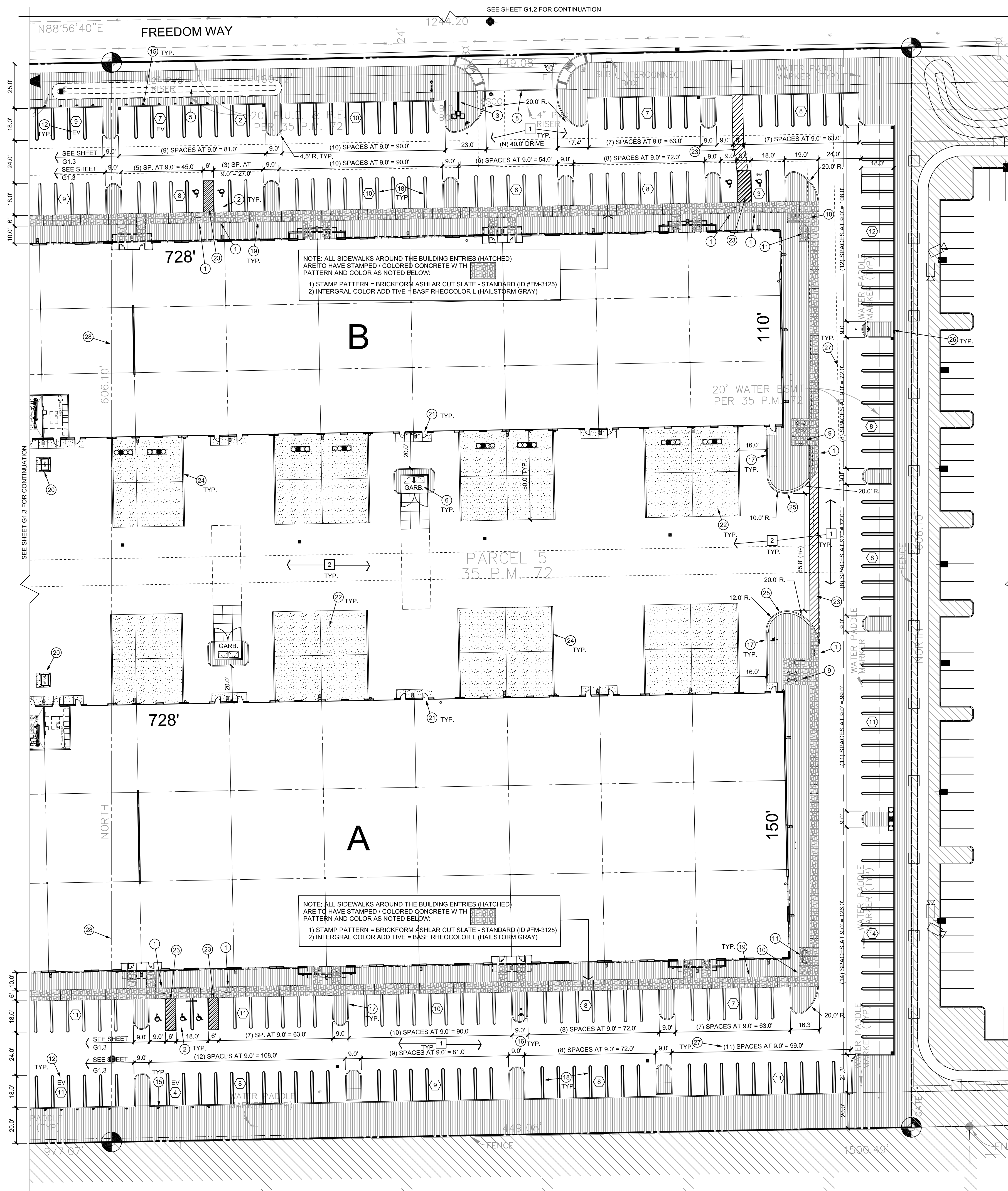
NOTE:

ALL PARKING DIMENSIONS ARE SHOWN AS A NOMINAL 9.0' MODULE (12 SPACES AT 9' = 108'). HOWEVER DUE TO THE END SPACES BEING 9.0' (CURB TO STRIPE) AND THE REST BEING 9.0' (CENTER OF STRIPE TO CENTER OF STRIPE), THE OVERALL DIMENSION IS LONGER THAN 108'. PLEASE SEE DETAIL 7 / G2.3 FOR ADDITIONAL INFORMATION.

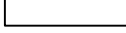
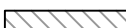
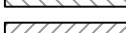
SITE PLAN KEYNOTES:

- NOTE: NOT ALL KEYNOTES APPEAR ON EACH SHEET. SEE ALL (4) SHEETS FOR LOCATIONS OF NOTES.
- SIDEWALK RAMP. 1:12 MAXIMUM SLOPE. PROVIDE CODE APPROVED DETECTABLE WARNING. SEE DETAIL 2 / G2.0.
 - ACCESSIBLE PARKING SPACES WHERE SHOWN. SEE DETAIL 9 / G2.0. SHEETS AND NOTES BELOW.
 - NEW MONUMENT SIGN PER DETAILS ON SHEET G2.2. PROVIDE (2) 1-INCH DIA. CONDUITS TO THIS LOCATION FROM THE ELECTRICAL ROOM. SEE ELECTRICAL FOR LIGHTS.
 - EXISTING STORM WATER SWALES TO REMAIN. SEE UTILITY PLANS FOR ADDITIONAL INFORMATION.
 - EXISTING STORM WATER SWALES TO BE MODIFIED. SEE UTILITY PLANS FOR ADDITIONAL INFORMATION.
 - GARBAGE ENCLOSURE WITH 65-FOOT CLEARANCE IN FRONT. SEE DETAIL SHEET G2.1.
 - EXISTING DRIVEWAY TO REMAIN. USE CAUTION TO PROTECT.
 - NEW DRIVEWAY PER CITY STANDARD DETAILS.
 - CONCRETE PEDESTRIAN AREA WITH TABLES / UMBRELLAS AND BENCHES - SEE DETAIL 3 / G2.3.
 - SHORT TERM BIKE PARKING (RACK ON CONCRETE PAD) PER DETAIL 6 / G2.0. (2) BIKES AT EACH LOCATION.
 - LONG TERM BIKE PARKING (LOCKED LOCKERS ON CONCRETE PAD) PER DETAIL 4 / G2.3. (2) BIKES AT EACH LOCATION.
 - ELECTRIC VEHICLE (EV) PARKING STALL. PROVIDE (1) 4-INCH CONDUIT FROM NEAREST ELECTRICAL ROOM TO PARKING STALL FOR FUTURE CHARGING STATION. ALSO SEE KEYNOTE 15.
 - NEW 5-FOOT WIDE SIDEWALK TO EXISTING BUS SHELTER CONCRETE PAD AT STREET.
 - NEW 5.0' X 24.0' BUS SHELTER EASEMENT (ONSITE) ADJACENT TO THE EXISTING CONCRETE BUS SHELTER PAD THAT IS IN THE RIGHT OF WAY.
 - EACH PARKING STALL INDICATED WITH A BOX IN FRONT IS TO BE DESIGNATED WITH THE WORDS "CLEAN AIR / CARPOOL / EV" PAINTED IN EACH STALL TO MEET CITY REQUIREMENTS. THERE APPROX. (25) SPACES PER BUILDING. ALSO SEE KEYNOTE 12.
 - 9.0' WIDE LANDSCAPE ISLANDS. SEE LANDSCAPE PLANS.
 - POURED-IN-PLACE CONCRETE CURB. LOCATE AROUND ALL LANDSCAPE AREAS AS SHOWN (U.N.O.). 5.0' TYPICAL CURB RADIUS AT CORNERS (U.N.O.). SEE DETAIL 3 / G2.0.
 - 3" WIDE PAINT STRIPE. DOUBLE AT EACH STALL - SEE DETAIL 11 / G2.0.
 - NEW CONCRETE SIDEWALK. SEE DETAIL 1 / G2.0.
 - TRANSFORMER PAD AND BOLLARDS - COORDINATE WITH ELECTRICAL.
 - 5.0' X 5.0' MIN. CONCRETE LANDING (4" THICK - UNREINFORCED).
 - LOADING DOCK CONCRETE SLAB. 7-INCH THICK UNREINFORCED CONCRETE OVER 8 INCHES COMPACTED CRUSHED ROCK OVER COMPACTED SUBGRADE.
 - PAINT STRIPING (3" WIDE AT 2.0' O.C.) DENOTING PEDESTRIAN ACCESS WALKWAY OR NO PARKING.
 - LOADING DOCK RETAINING WALL WITH GUARDRAIL - SEE DETAIL 10 / G2.0.
 - 12" CONCRETE BACKER CURB - SEE DETAIL 4 / G2.0.
 - CURB CUT AT BACK OF LANDSCAPE ISLAND - SEE GRADING PLANS AND DETAIL 6 / G2.3.
 - SEE NOTE ON THIS SHEET REGARDING PARKING DIMENSIONS.
 - EXISTING INTERIOR PROPERTY LINE TO BE REMOVED WITH LOT MERGER UNDER SEPARATE PERMIT SUBMITTAL. SEE LOT MERGER PLAN IN THIS SET.





SITE PLANNING SYMBOLS

- | | |
|---|---|
|  | ASPHALT PAVING AS NOTED ON THIS SHEET |
|  | NEW LANDSCAPED AREA - SEE SHEET L1.1 |
|  | EXISTING LANDSCAPED AREA - SEE SHEET L1.1 |
|  | FUTURE LANDSCAPED AREA (NOT PART OF THIS PROJECT) |
-
- | | |
|---|---|
|  | GARAGE ENCLOSURE - SEE DETAIL 1 / G2.1. |
|  | VAN ACCESSIBLE PARKING STALL, 9'0" WIDE STALL WITH 8'0" WIDE STRIPED SIDE ACCESS. PROVIDE CODE APPROVED SIGN AT EACH STALL. SEE DETAIL 9 / G2.0. |
|  | NUMBER OF STANDARD PARKING STALLS 9'0" X 18'0" |
|  | NUMBER OF ELECTRIC VEHICLE (EV) PARKING STALLS WITH CONDUIT FROM THE ADJACENT ELECTRICAL ROOM FOR FUTURE CHARGING STATIONS. SEE KEYNOTES 12 AND 15. |
|  | (6) SP. AT 9'0" = 54'0" NUMBER AND WIDTH OF PARKING SPACES. |
|  | NEW SITE LIGHT POLE - SEE ELECTRICAL. |

GENERAL NOTES:

1. PROPERTY LINE BEARINGS AND DISTANCES AS WELL AS SITE AREA CALCULATIONS ARE PROVIDED FOR ZONING AND PERMIT REVIEW ONLY. REAL PROPERTY LEGAL DESCRIPTIONS AND AREA CALCULATIONS ARE TO BE PROVIDED BY A REGISTERED PROFESSIONAL SURVEYOR.
2. SEE COVER SHEET (CVR1.0) FOR AREA SUMMARY TABLE.
3. SEE SHEET G1.0 FOR OVERALL MASTER SITE PLAN.
4. SEE SHEET G1.0 FOR ALL CONTROL DIMENSIONS.

PAVEMENT SECTIONS (NON AMENDED SOIL):

(BASED ON 20 YEAR DESIGN LIFE FROM GEO REPORT, DATED 09/23/2005)

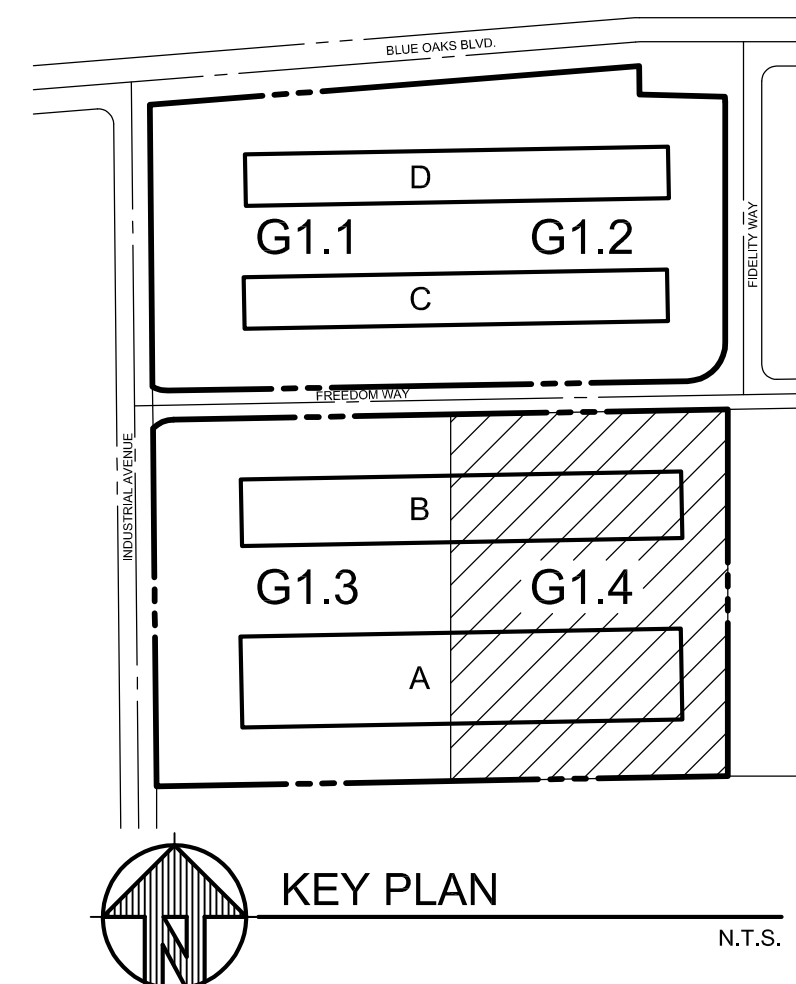
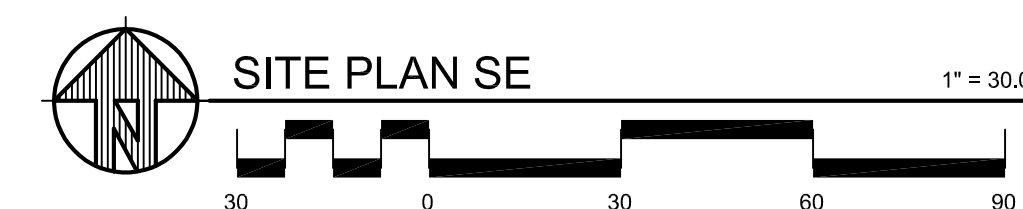
- 1 CAR PARKING AND AISLE - 3.0" A.C. PAVING OVER 9" CRUSHED ROCK OVER COMPACTED SUBGRADE.
- 2 HEAVY TRUCK MANEUVERING - 4.0" A.C. PAVING OVER 15.5" CRUSHED ROCK OVER COMPACTED SUBGRADE.

NOTE:

ALL PARKING DIMENSIONS ARE SHOWN AS A NOMINAL 9.0' MODULE (12 SPACES AT 9' ± 108'). HOWEVER DUE TO THE END SPACES BEING 9.0' (CURB TO STRIPE) AND THE REST BEING 9.0' CENTER OF STRIPE TO CENTER OF STRIPE, THE OVERALL DIMENSION IS LONGER THAN 108'. PLEASE SEE DETAIL 7 / G2.3 FOR ADDITIONAL INFORMATION.

SITE PLAN KEYNOTES:

MARK	DESCRIPTION
(1)	SIDEWALK RAMP. 1:12 MAXIMUM SLOPE. PROVIDE CODE APPROVED DETECTABLE WARNING. SEE DETAIL 2 / G2.0.
(2)	ACCESSIBLE PARKING SPACES WHERE SHOWN, SEE DETAIL 9 / G2.0. SHEETS AND NOTES BELOW.
(3)	NEW MONUMENT SIGN PER DETAILS ON SHEET G2.2. PROVIDE (2) 1-INCH DIA. CONDUITS TO THIS LOCATION FROM THE ELECTRICAL ROOM. SEE ELECTRICAL FOR LIGHTS.
(4)	EXISTING STORM WATER SWALES TO REMAIN. SEE UTILITY PLANS FOR ADDITIONAL INFORMATION.
(5)	EXISTING STORM WATER SWALES TO BE MODIFIED. SEE UTILITY PLANS FOR ADDITIONAL INFORMATION.
(6)	GARBAGE ENCLOSURE WITH 65-FEET CLEARANCE IN FRONT. SEE DETAIL SHEET G2.1.
(7)	EXISTING DRIVEWAY TO REMAIN. USE CAUTION TO PROTECT.
(8)	NEW DRIVEWAY PER CITY STANDARD DETAILS.
(9)	CONCRETE PEDESTRIAN AREA WITH TABLES / UMBRELLAS AND BENCHES - SEE DETAIL 3 / G2.3.
(10)	SHORT TERM BIKE PARKING (RACK ON CONCRETE PAD) PER DETAIL 4 / G2.0. (2) BIKES AT EACH LOCATION.
(11)	LONG TERM BIKE PARKING (LOCKED LOCKERS ON CONCRETE PAD) PER DETAIL 4 / G2.3. (2) BIKES AT EACH LOCATION.
(12)	ELECTRIC VEHICLE (EV) PARKING STALL. PROVIDE (1) 4-INCH CONDUIT FROM NEAREST ELECTRICAL ROOM TO PARKING STALL FOR FUTURE CHARGING STATION. ALSO SEE KEYNOTE 15.
(13)	NEW 5-FOOT WIDE SIDEWALK TO EXISTING BUS SHELTER CONCRETE PAD AT STREET.
(14)	NEW 5'0" X 24'0" BUS SHELTER ASSEMBLY (ONSITE) ADJACENT TO THE EXISTING CONCRETE BUS SHELTER PAD THAT IS IN THE RIGHT OF WAY.
(15)	EACH PARKING STALL INDICATED WITH A BOX IN FRONT IS TO BE DESIGNATED WITH THE WORDS "CLEAN AIR / CARPOOL / EV" PAINTED IN EACH STALL TO MEET CITY REQUIREMENTS. THERE APPROX. (25) SPACES PER BUILDING. ALSO SEE KEYNOTE 12.
(16)	9'0" WIDE LANDSCAPE ISLANDS. SEE LANDSCAPE PLANS.
(17)	POURED-IN-PLACE CONCRETE CURB. LOCATE AROUND ALL LANDSCAPE AREAS AS SHOWN (U.N.O.). 5" TYPICAL CURB RADIUS AT CORNERS (U.N.O.). SEE DETAIL 3 / G2.0.
(18)	3" WIDE PAINT STRIP. DOUBLE AT EACH STALL - SEE DETAIL 11 / G2.0.
(19)	NEW CONCRETE SIDEWALK. SEE DETAIL 1 / G2.0.
(20)	TRANSFORMER PAD AND BOLLARDS - COORDINATE WITH ELECTRICAL.
(21)	5'0" X 5'0" MIN. CONCRETE LANDING (4" THICK - UNREINFORCED).
(22)	LOADING DOCK CONCRETE SLAB. 7-INCH THICK UNREINFORCED CONCRETE OVER 4-INCHES COMPACTED CRUSHED ROCK OVER COMPACTED SUBGRADE.
(23)	PAINT STRIPING (3" WIDE AT 2'0" O.C.) DENOTING PEDESTRIAN ACCESS WALKWAY OR NO PARKING.
(24)	LOADING DOCK RETAINING WALL WITH GUARDRAIL - SEE DETAIL 10 / G2.0.
(25)	12" CONCRETE BACKER CURB - SEE DETAIL 4 / G2.0.
(26)	CURB CUT AT BACK OF LANDSCAPE ISLAND - SEE GRADING PLANS AND DETAIL 6 / G2.3.
(27)	SEE NOTE ON THIS SHEET REGARDING PARKING DIMENSIONS.
(28)	EXISTING INTERIOR PROPERTY LINE TO BE REMOVED WITH LOT MERGER UNDER SEPARATE PERMIT SUBMITTAL. SEE LOT MERGER PLAN IN THIS SET.



PROJECT NAME

BLUE OAKS
COMMERCE
CENTER (BOCC)

ADDRESS

2200 FREEDOM WAY
ROSEVILLE, CA.

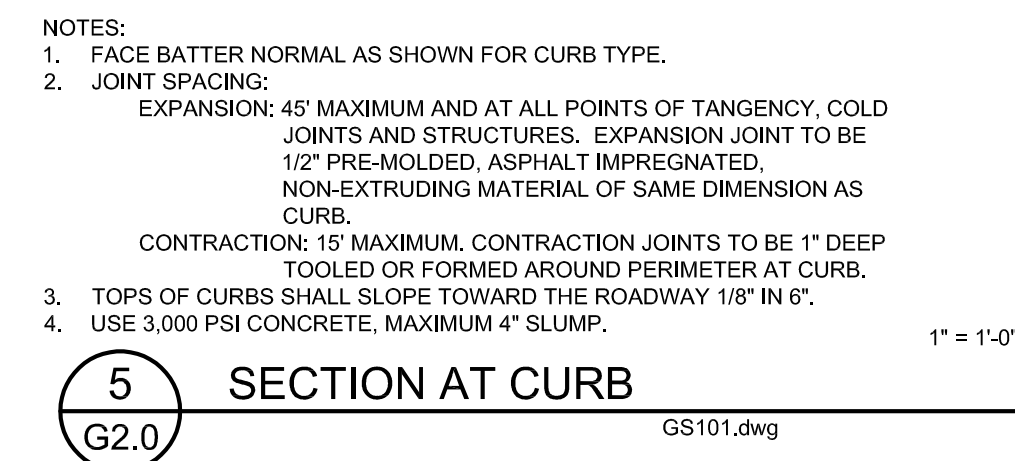
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AND STAGE II INTAKE SET:
08-01-22

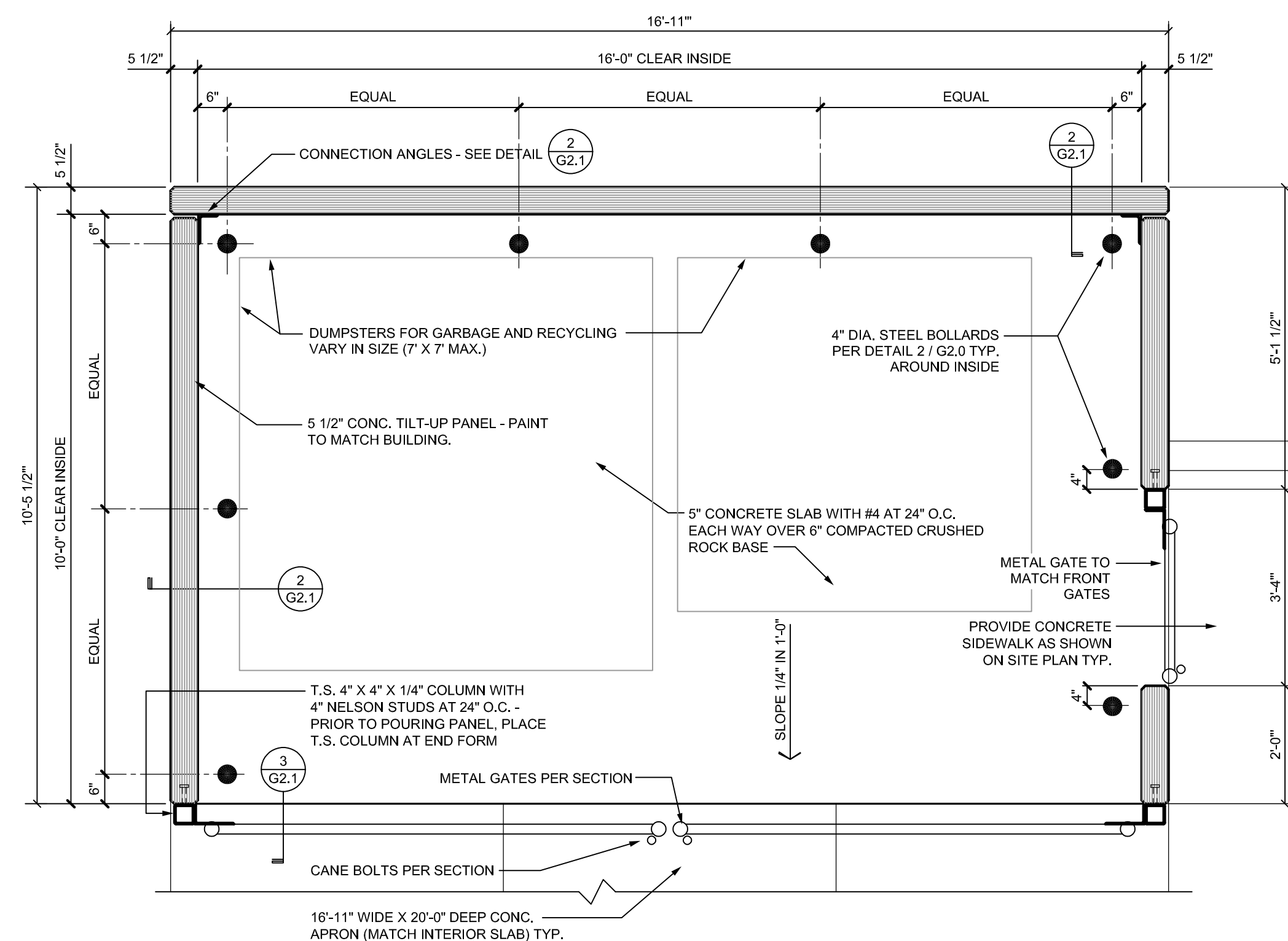
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DATE DECEMBER 2021	
SCALE AS NOTED	PROJ. NO. 20210696
DRAWN BGL	CHECKED CMP

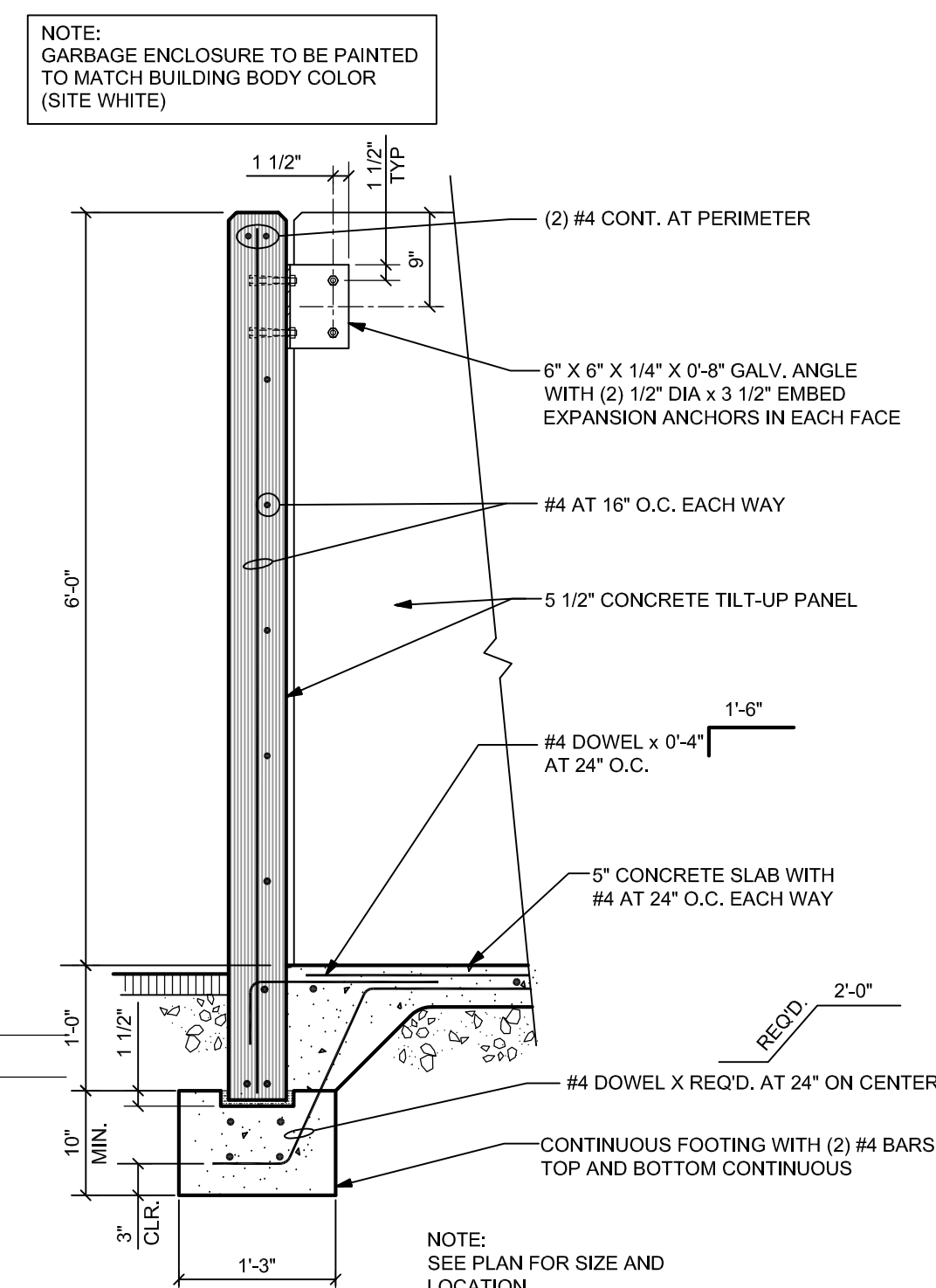
SITE PLAN SE

G1.4

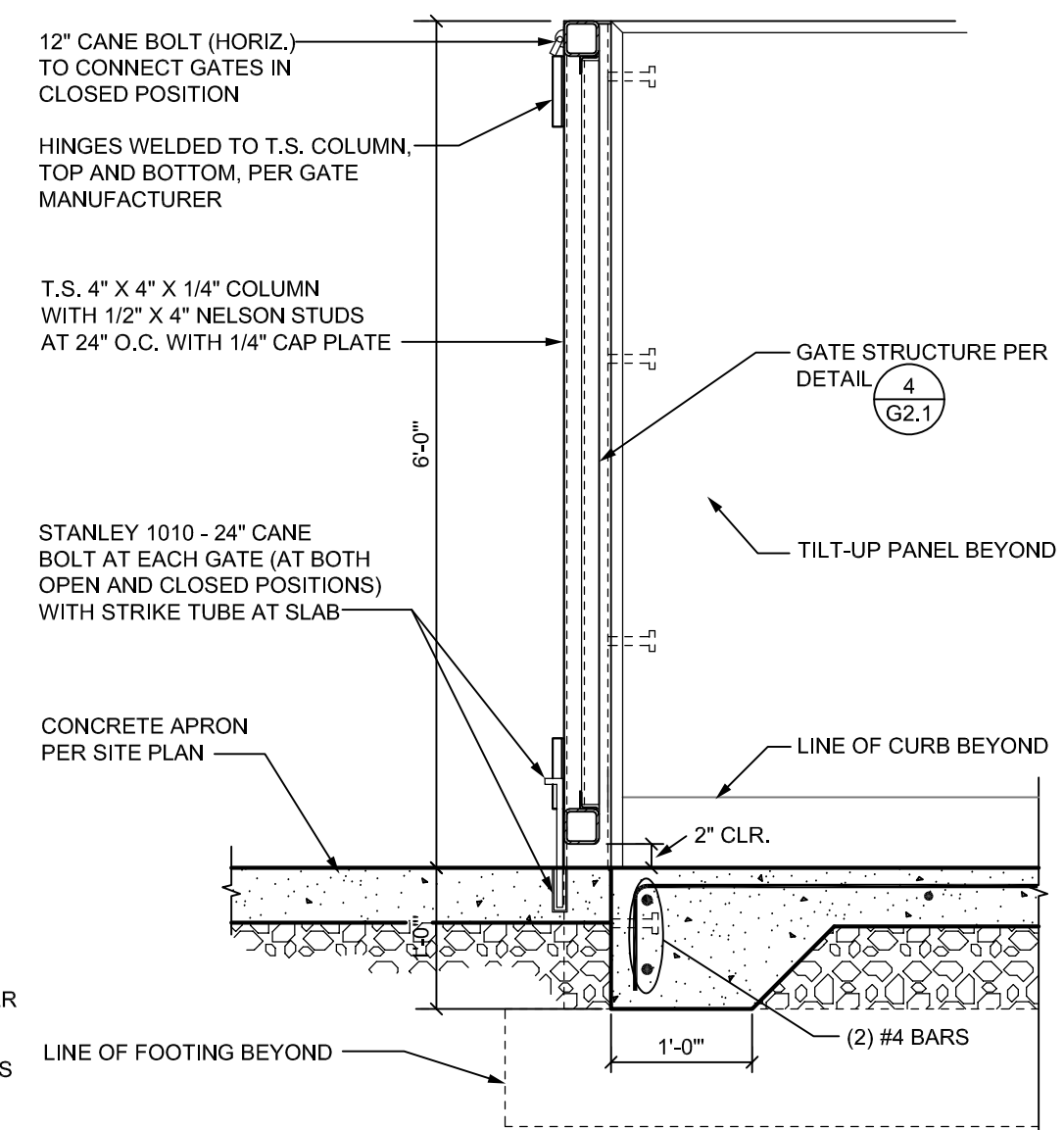




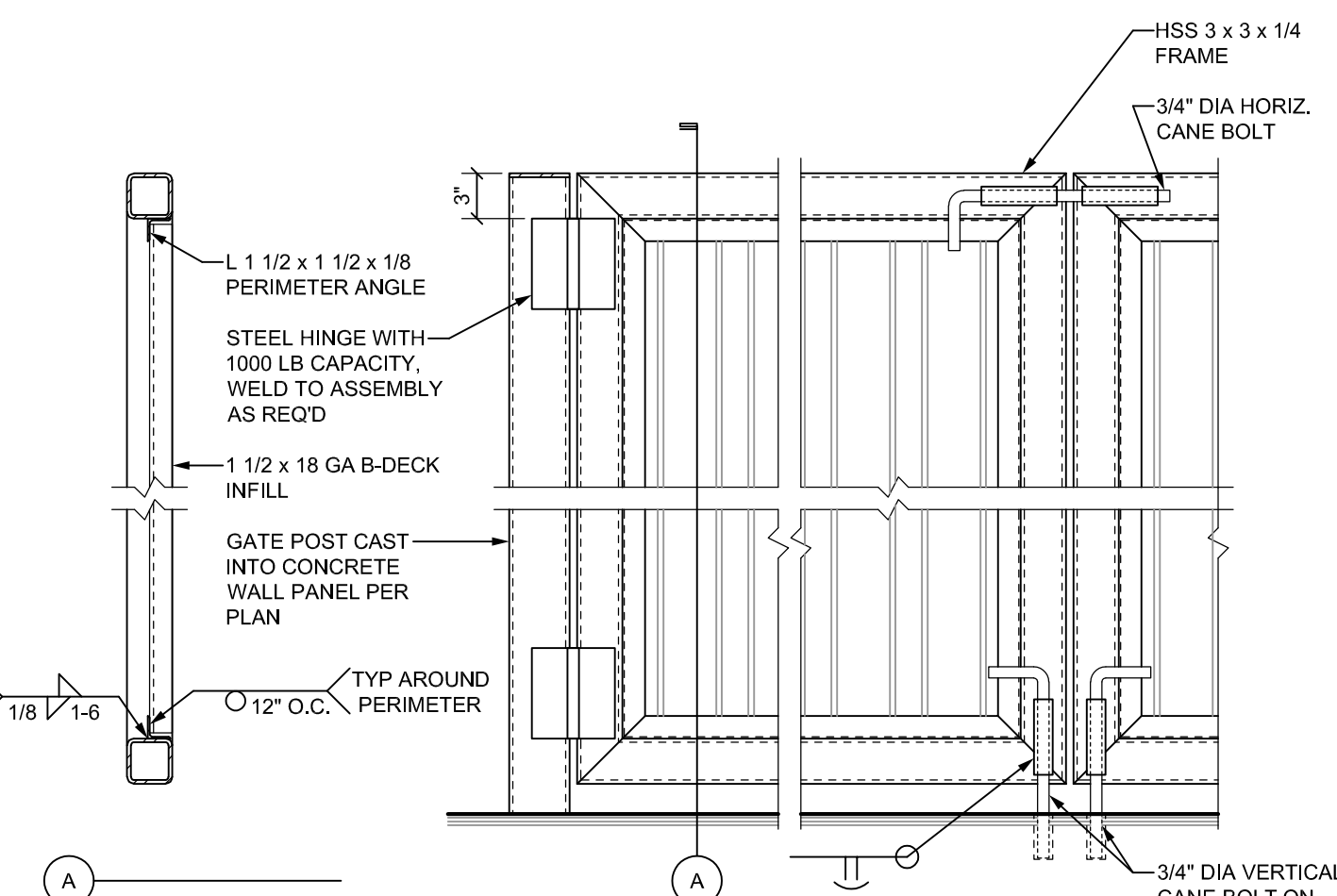
1 GARBAGE ENCLOSURE PLAN
G2.1 GS114.dwg 1/2" = 1'-0"



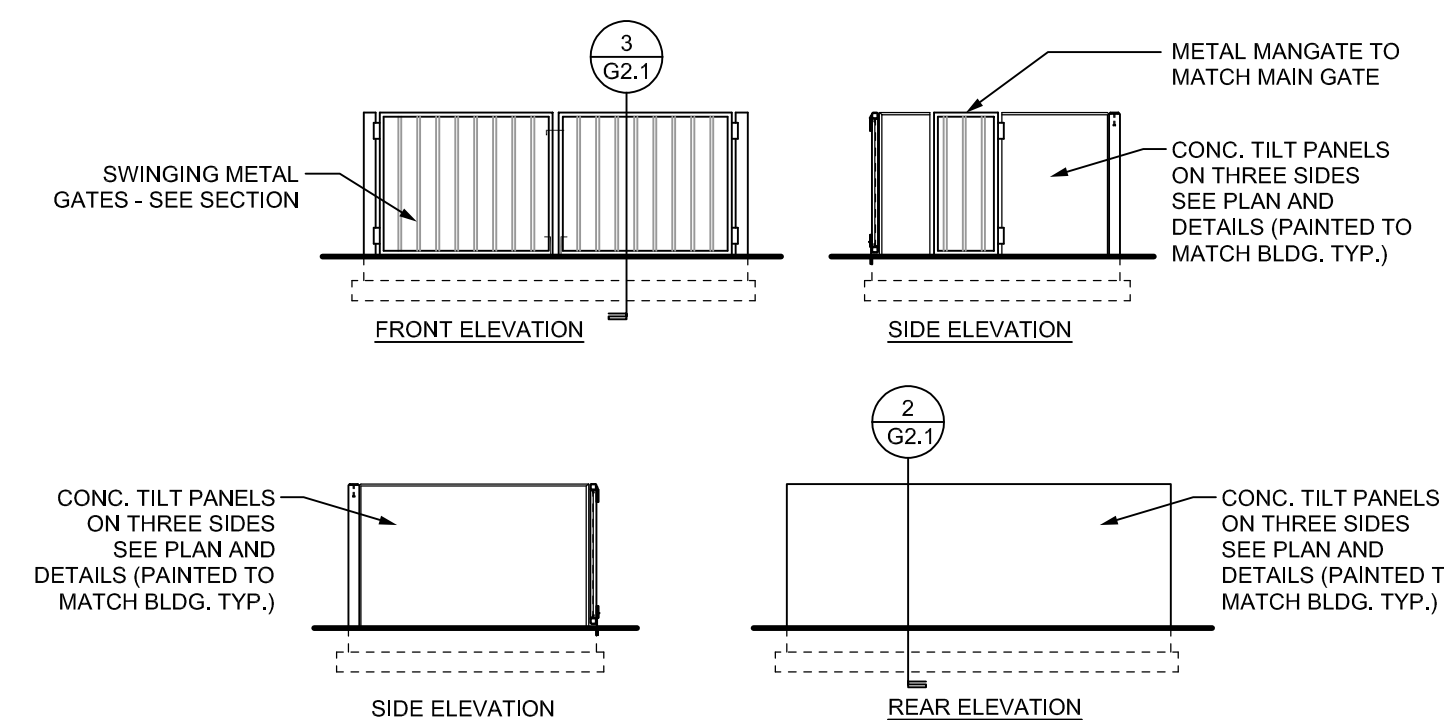
2 GARBAGE ENCLOSURE
G2.1 WALL SECTION GS115.dwg 3/4" = 1'-0"



3 GATE SECTION AT METAL GS116 3/4" = 1'-0"

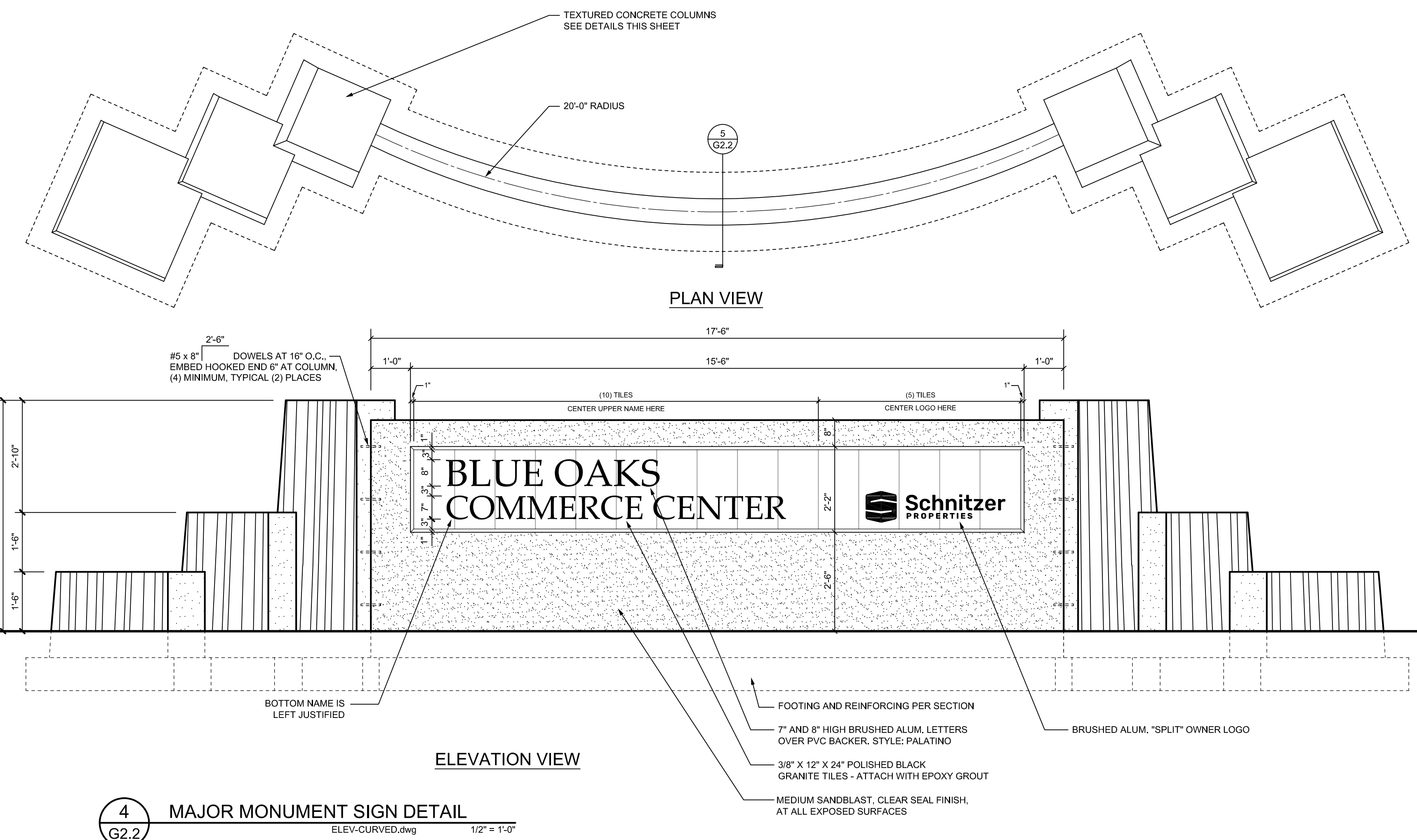
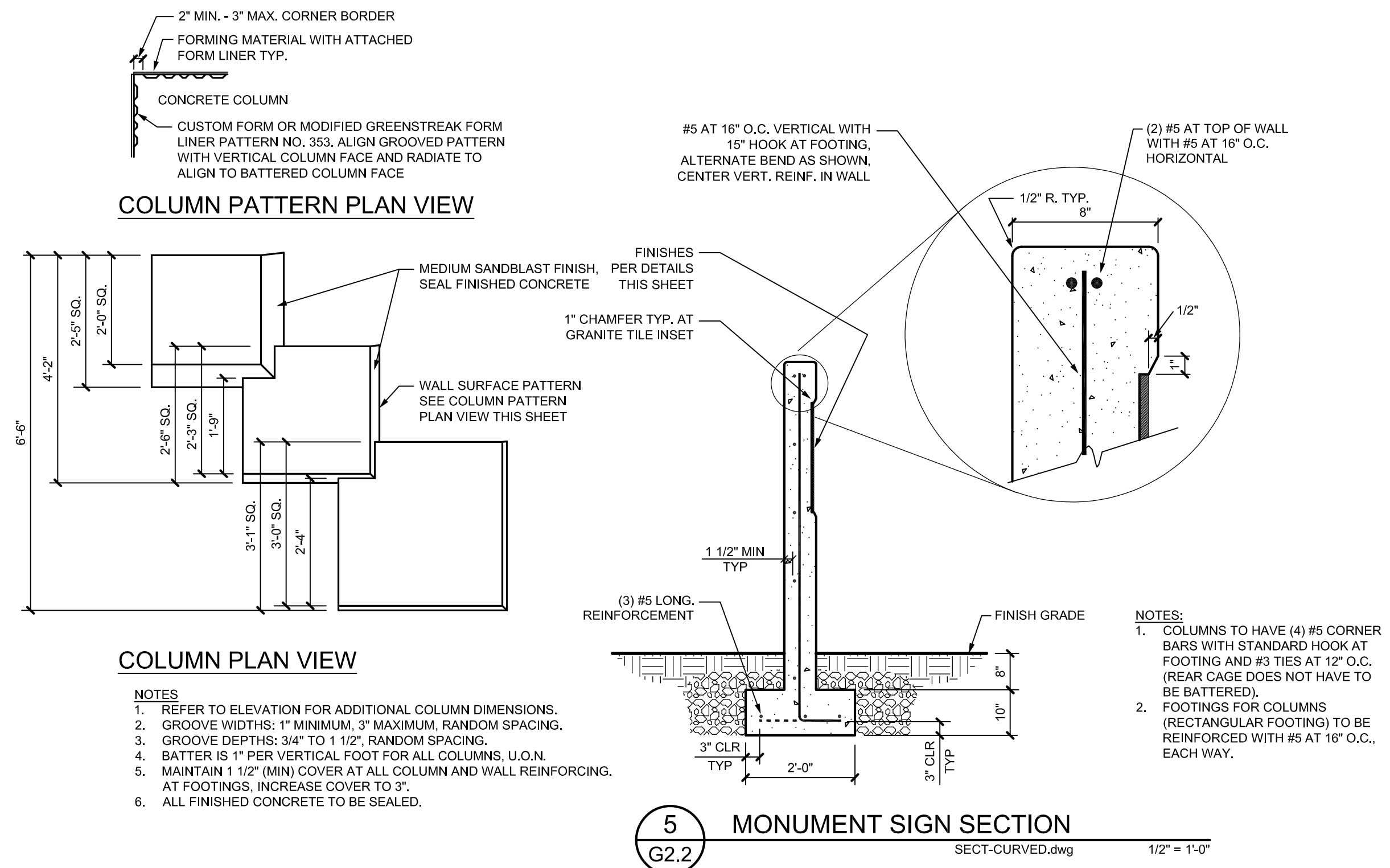
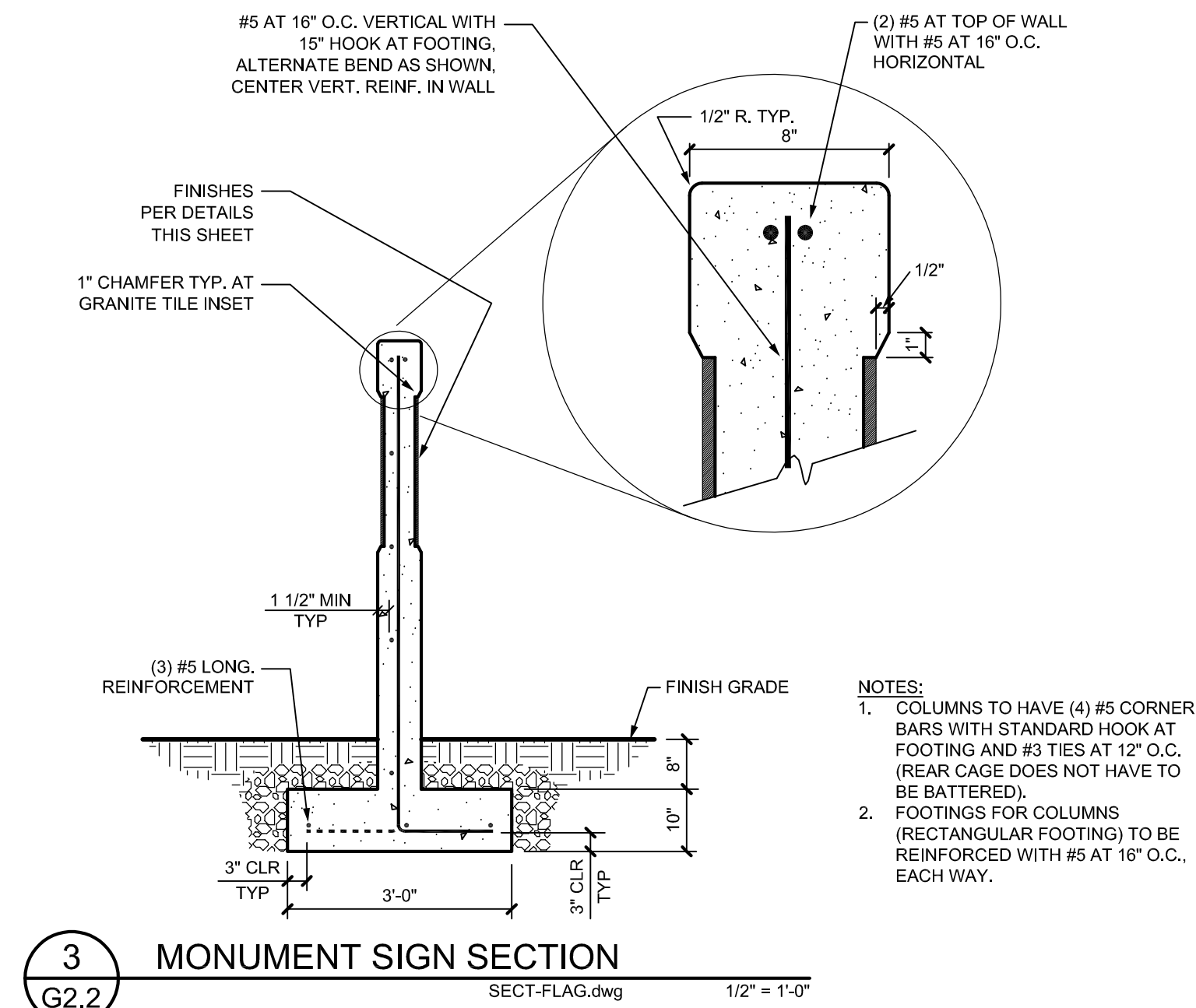
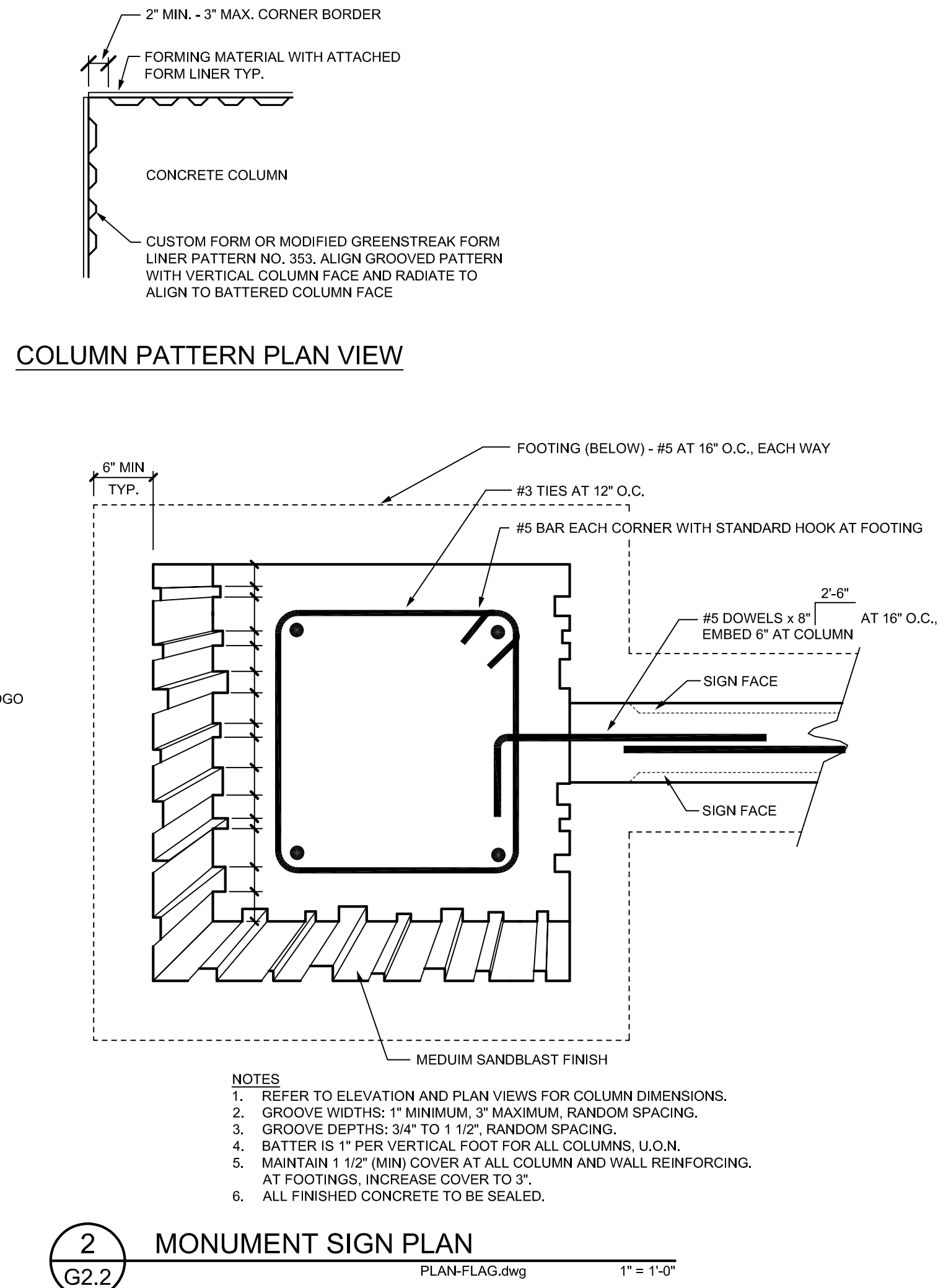
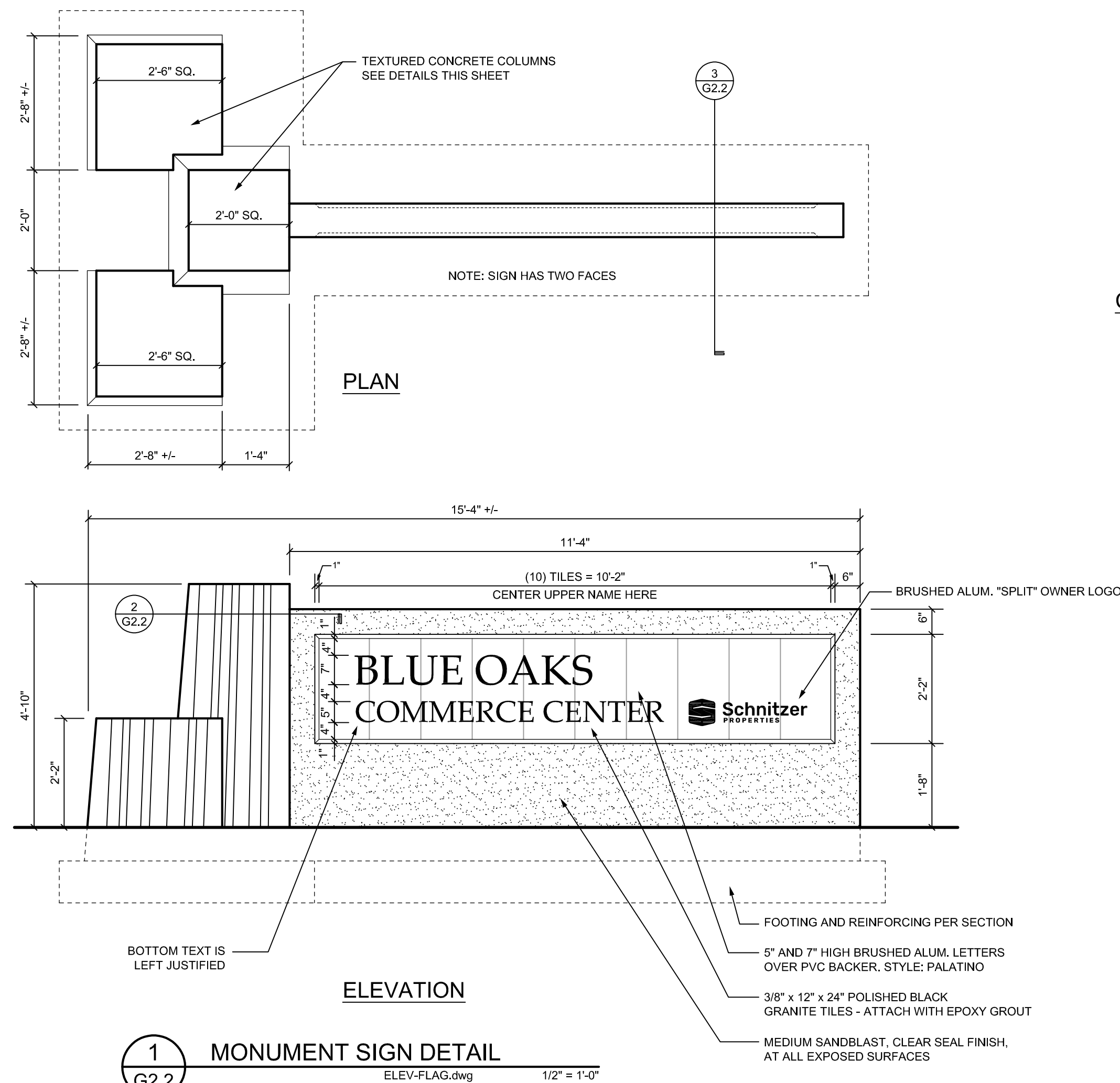


4 GATE SECTION AT METAL

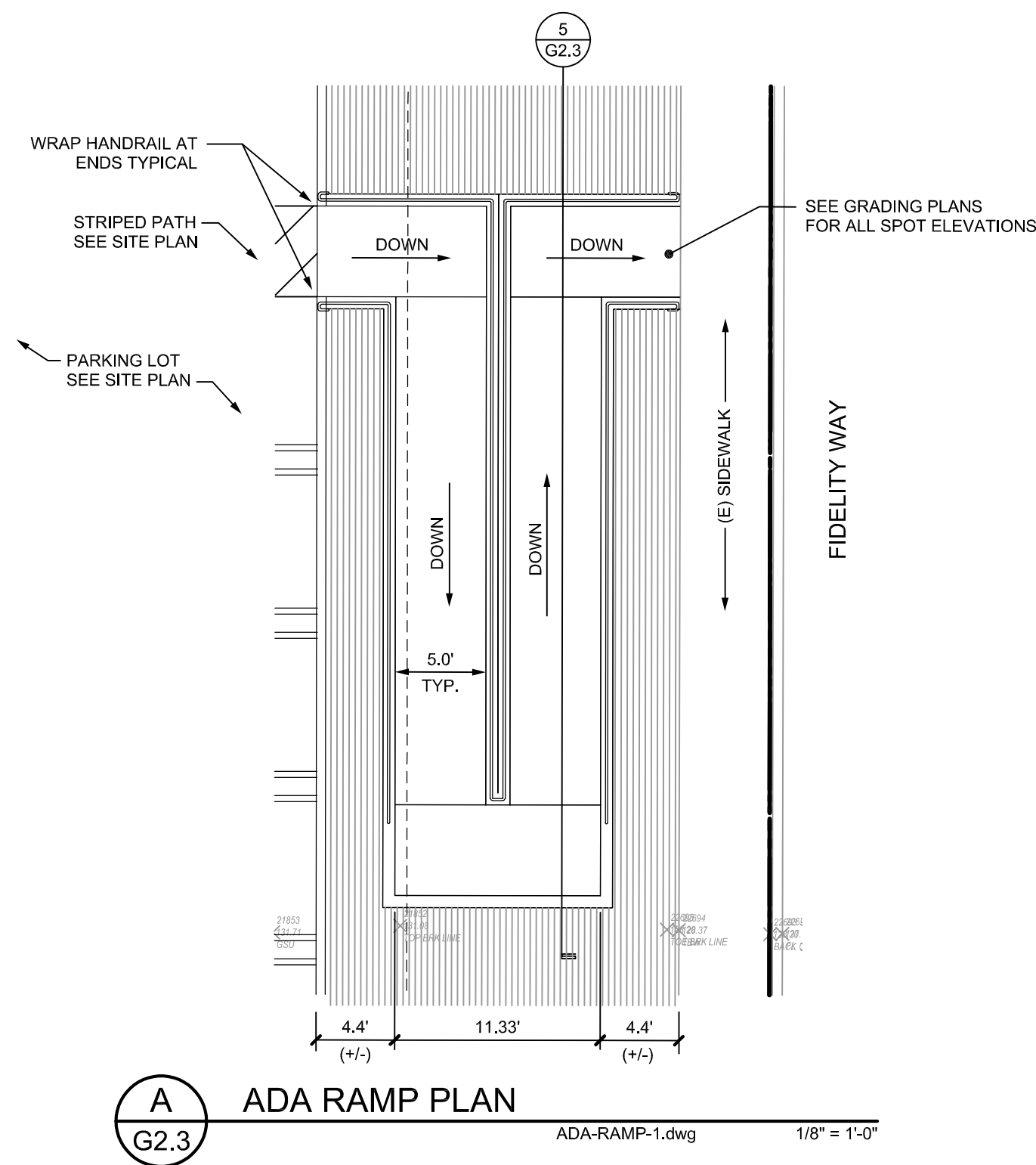
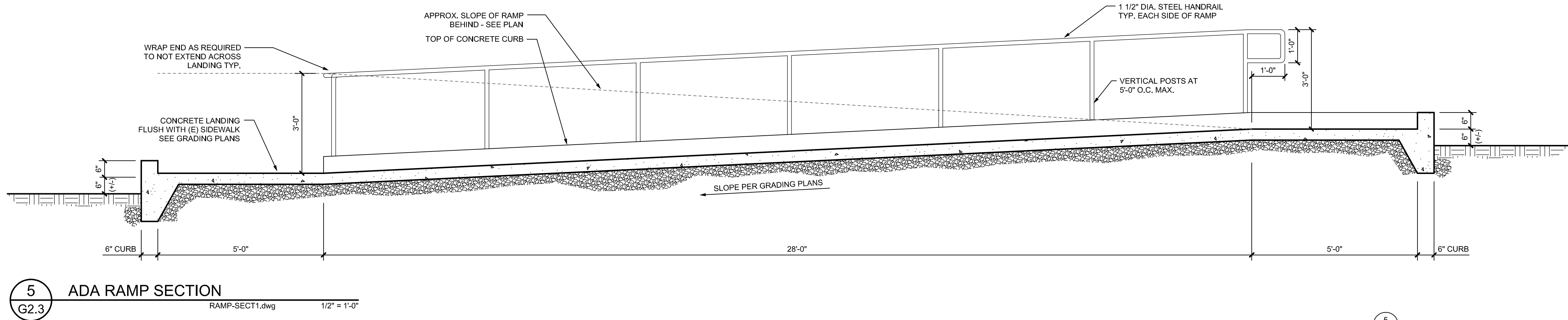


5 GARBAGE ENCLOSURE ELEVATIONS
G2.1 GARB-ELEV5.dwg 1/8" = 1'-0"

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DATE DECEMBER 2021	
SCALE AS NOTED	PROJ. NO. 20210696
DRAWN BGL	CHECKED CMP



1. PRIOR TO ANY CONSTRUCTION, CONTRACTOR SHALL VERIFY EXISTING UTILITIES AND TOPOGRAPHY ARE AS SHOWN ON PLANS. WHEN ACTUAL CONDITIONS DIFFER FROM THOSE SHOWN ON THE PLANS, THE CONTRACTOR SHALL NOTIFY THE ENGINEER PRIOR TO PROCEEDING WITH CONSTRUCTION.
2. CONTRACTOR TO LEAVE ALL AREAS OF PROJECT FREE OF DEBRIS AND UNUSED CONSTRUCTION MATERIAL.
3. CONTRACTOR SHALL PROVIDE ALL MATERIALS, EQUIPMENT, SURVEYING, TESTING, PERSONNEL, TRAFFIC SAFETY CONTROL AND AS-BUILTS FOR ALL PHASES OF CONSTRUCTION.
4. CONTRACTOR SHALL COORDINATE PUBLIC IMPROVEMENTS AND INSPECTIONS WITH THE CITY OF ROSEVILLE.
5. PROPERTY LINE BEARINGS AND DISTANCES AS WELL AS SITE AREA CALCULATIONS ARE PROVIDED FOR ZONING AND PERMIT REVIEW ONLY. REAL PROPERTY LEGAL DESCRIPTIONS AND AREA CALCULATIONS ARE TO BE PROVIDED BY A REGISTERED PROFESSIONAL SURVEYOR.
6. PROPERTY CORNER SURVEY MONUMENTS, WHICH ARE IN DANGER OF BEING DISTURBED OR DESTROYED BY THE WORK OF THIS PROJECT, SHALL BE TIED-OUT BY A REGISTERED PROFESSIONAL SURVEYOR PRIOR TO THE BEGINNING OF ANY CONSTRUCTION, AND SHALL BE RE-SET IN ACCORDANCE WITH STATE LAW, IMMEDIATELY FOLLOWING THE COMPLETION OF ALL CONSTRUCTION
7. ADA REQUIREMENTS - ALL ACCESSIBLE ROUTES AND PARKING SPACES, AISLES, RAMPS, ETC. SHALL BE IN COMPLIANCE WITH THE CURRENT OSSC REQUIREMENTS AND ANSI-A117.1-2009 (ADAAG).
ADDITIONAL DESIGN PARAMETERS:
 - 7.1. MAXIMUM RAMP SLOPE SHALL NOT EXCEED 7.5%
 - 7.2. MAXIMUM WALK CROSS-SLOPE SHALL NOT EXCEED 1.5%
 - 7.3. MAXIMUM LANDING SLOPE SHALL NOT EXCEED 1.5%
 - 7.4. NO PORTION OF ADA PARKING SPACES AND AISLES SHALL EXCEED 2.0%

1. ATTENTION EXCAVATORS: OREGON LAW REQUIRES YOU TO FOLLOW RULES ADOPTED BY THE OREGON UTILITY NOTIFICATION CENTER. THOSE RULES ARE SET FORTH IN OAR 952-001-0010 THROUGH OAR 952-001-0090. YOU MAY OBTAIN COPIES OF THESE RULES FROM THE CENTER BY CALLING 811 OR 1-800-332-2344. IF YOU HAVE ANY QUESTIONS ABOUT THE RULES, YOU MAY CONTACT THE CALL CENTER. YOU MUST NOTIFY THE CENTER AT LEAST 2 BUSINESS DAYS, BUT NOT MORE THAN 10 BUSINESS DAYS, BEFORE COMMENCING AN EXCAVATION. CALL 811 OR 1-800-332-2344.
2. ALL NEW CONTOURS SHOWN ARE FINISH GRADES, UNLESS OTHERWISE NOTED.
3. ORGANIC AND UNDESIRABLE MATERIAL SHALL BE REMOVED FROM THE CONSTRUCTION AREA AS DIRECTED BY THE ENGINEER.
4. ALL DISTURBED AREAS NOT LANDSCAPED ARE TO BE HYDROSEEDDED OR BEDDED IN STRAW TO PREVENT EROSION. SEE EROSION CONTROL PLAN.
5. ALL FILL AREAS SHALL BE STRIPPED OF ORGANIC MATERIAL. FILL WILL BE PLACED IN 6 TO 8-INCH LIFTS AND COMPACTED TO 95 PERCENT RELATIVE MAXIMUM DENSITY ACCORDING TO ASTM D-1557 STANDARDS. BASE ROCK IN THE PAVED AREAS WILL BE COMPACTED TO 95% ASTM D-1557. LANDSCAPED AREAS WILL BE COMPACTED TO 90 PERCENT. ADDITIONAL COMPACTION TESTS MAY BE REQUIRED BY THE CITY OR THE ENGINEER OF RECORD, IF POOR COMPACTION EFFORTS ARE OBSERVED DURING CONSTRUCTION. COMPACTION REPORTS FROM A REPUTABLE TESTING LAB WILL BE SUPPLIED TO THE ENGINEER.
6. INTERIOR SIDE SLOPES SHALL BE 3 HORIZONTAL TO 1 VERTICAL IN WATER QUALITY/DETENTION POND, TYPICAL.
7. TOPSOIL STRIPPINGS SHALL BE REPLACED IN LANDSCAPING AREAS AFTER SITE GRADING HAS BEEN COMPLETED.

	POWER OR TELEPHONE POLE W/GUY
	AREA LIGHT OR POLE LIGHT
	STREET LIGHT (ELECTROLIER)
	TRAFFIC SIGNAL
	TRANSFORMER
	MANHOLE
	CLEANOUT
	CURB INLET
	DRAIN INLET
	FIRE HYDRANT
	FIRE DEPARTMENT CONNECTION
	WATER METER
	WATER VALVE
	BACKFLOW PREVENTOR
	DOUBLE DETECTOR CHECK VALVE
	BLOW OFF VALVE
	POST INDICATOR VALVE
	DIMENSION POINT
	MONUMENT FOUND AS NOTED
	FOUND MONUMENT IN WELL
	ROAD SIGN
	UNDERGROUND SEWER PIPE
	UNDERGROUND STORM DRAIN PIPE
	UNDERGROUND WATER PIPE
	EDGE OF PAVEMENT

NEW	
	CATCH BASIN (CB) -OR- AREA DRAIN (AD)
	MANHOLE (MH)
	UTILITY POLE
	FIRE HYDRANT (FH)
	METER
	UTILITY VAULT
	TRANSFORMER AND PAD
	TRANSFORMER
	VALVE BOX COVER
	POST INDICATOR VALVE
	LIGHT POLE
	WALL MOUNTED LIGHT
	FIRE DEPARTMENT CONNECTION (FDC)
	GATE VALVE
	CHECK VALVE
	CLEAN OUT (CO)

AC	ASPHALT CONCRETE
AD	AREA DRAIN
B.M.	BENCH MARK
CB	CATCH BASIN
CONC	CONCRETE
EG	EXISTING GRADE
EL	ELEVATION
EXTG	EXISTING
F.F.	FINISHED FLOOR ELEVATION
FG	FINISHED GRADE
GB	GRADE BREAK
H.P.	HIGH POINT
MH	MANHOLE
TC	TOP OF CONCRETE
TYP.	TYPICAL

NEW ASPHALT PAVING AS NOTED
SEE SHEET G1.0 FOR PAVEMENT SECTIONS

140 ———— EXISTING CONTOUR LINE
144 ———— NEW CONTOUR LINE

142.84 EG
143.40 FG

EXISTING SPOT ELEVATION
NEW SPOT ELEVATION
PROVIDE STAKE.

OVERLAND RELEASE ARROW

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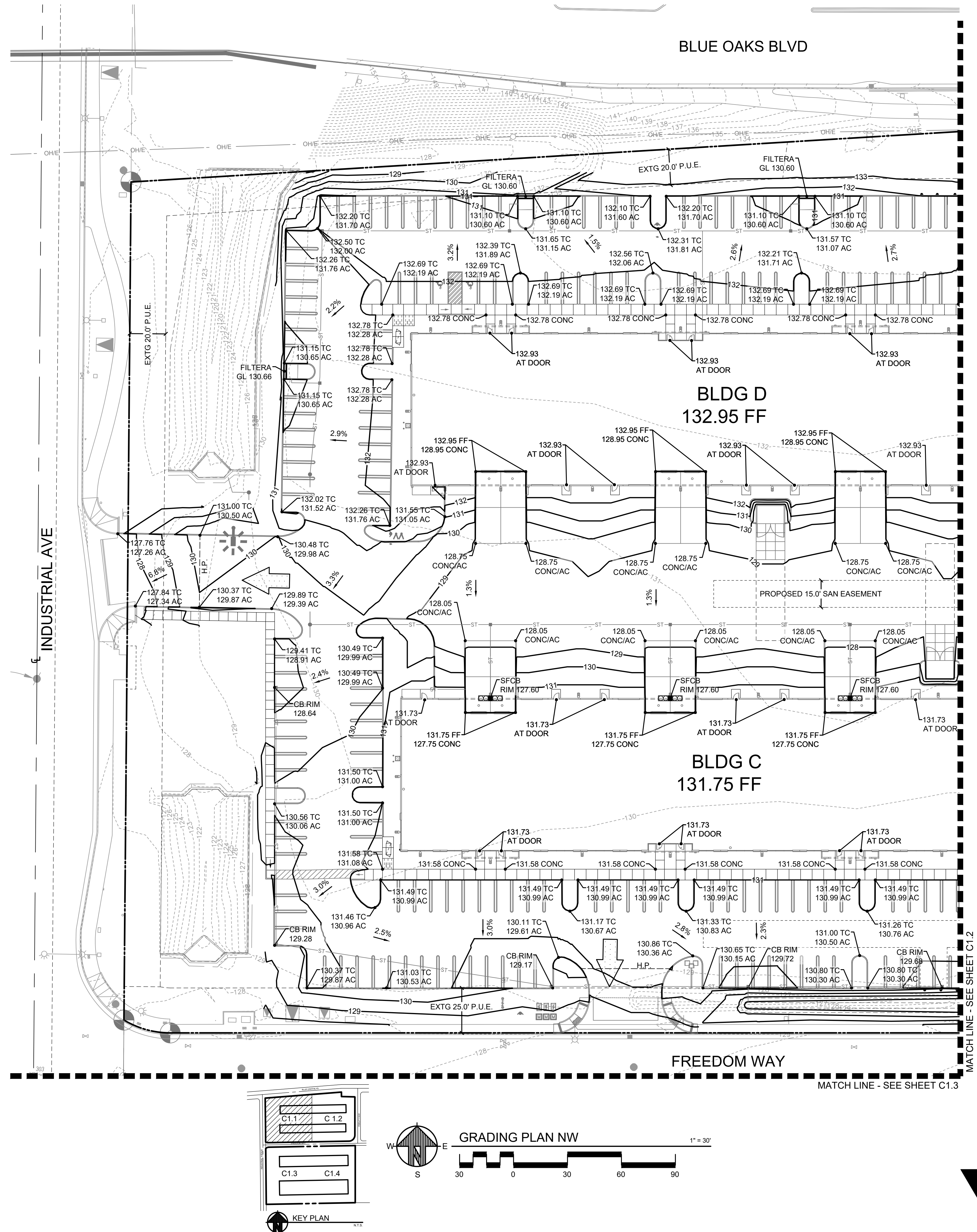
DATE DECEMBER 2021	
SCALE AS NOTED	PROJ. NO. 20210696
DRAWN JG	CHECKED BMD

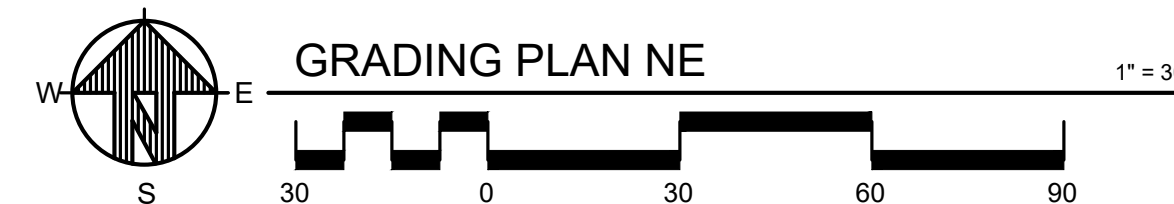
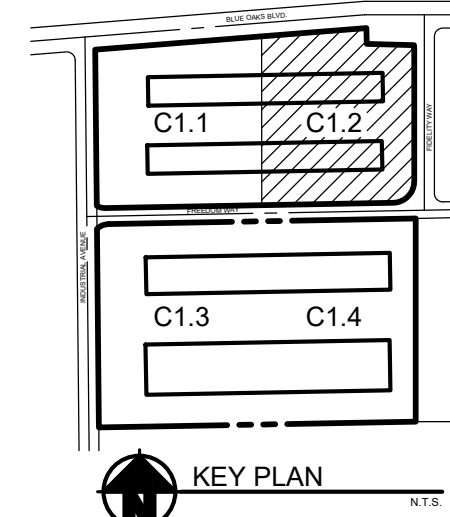
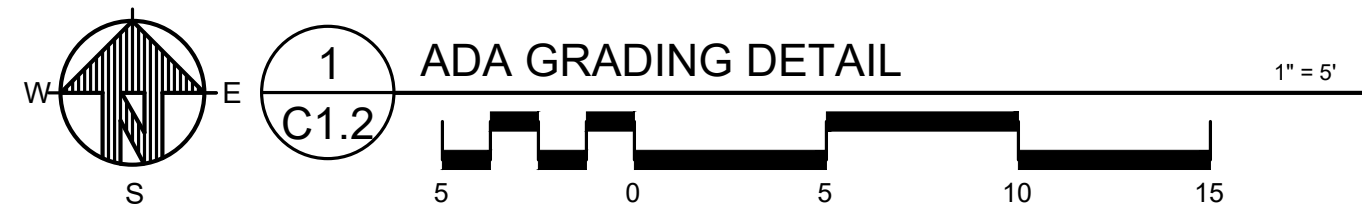
OVERALL GRADING PLAN

C1.0



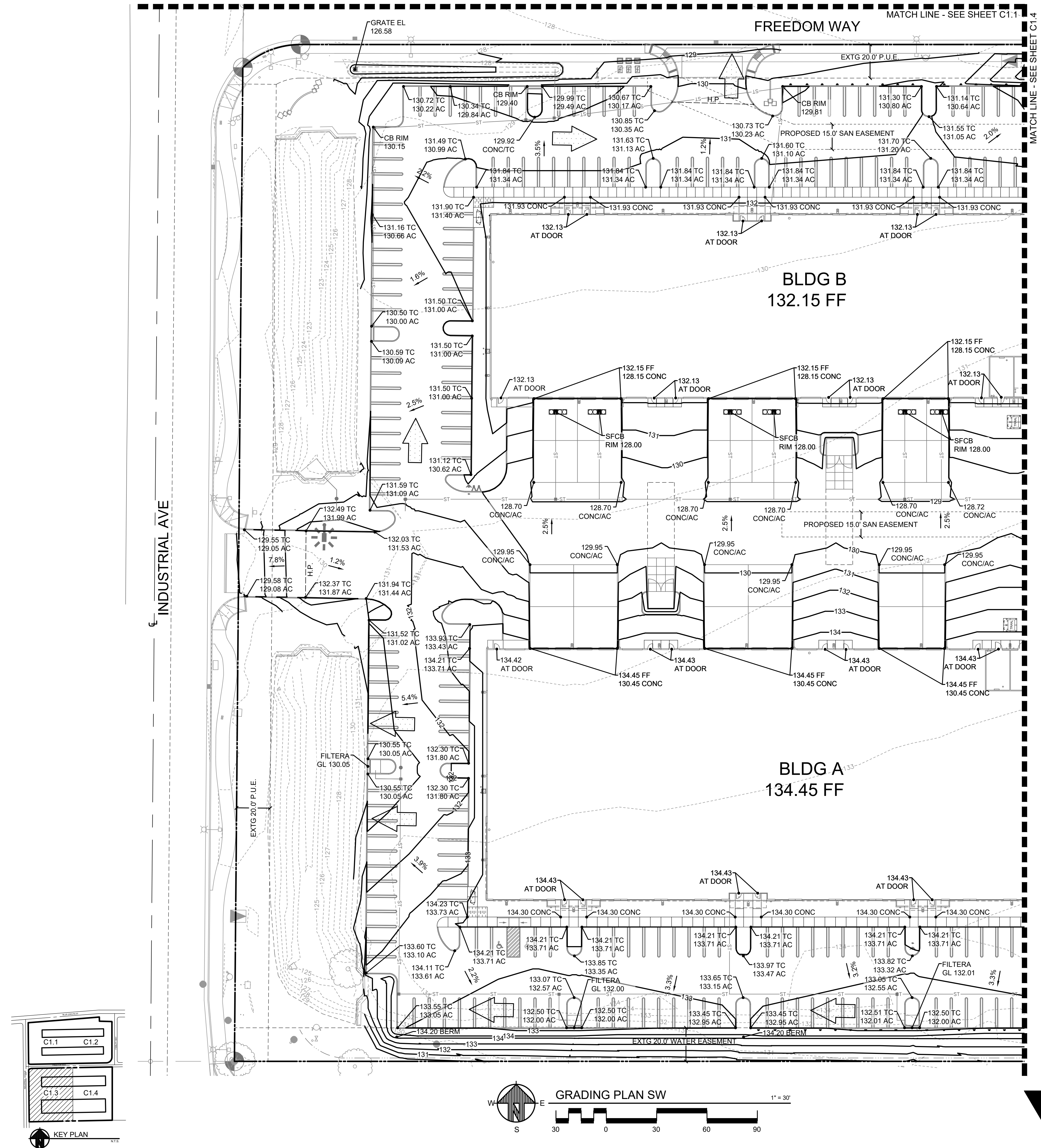
GRADING PLAN NW

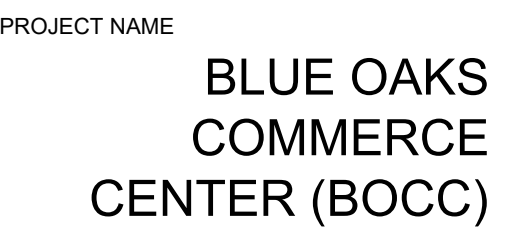




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DATE DECEMBER 2021	
SCALE AS NOTED	PROJ. NO. 20210696
DRAWN JG	CHECKED BMD





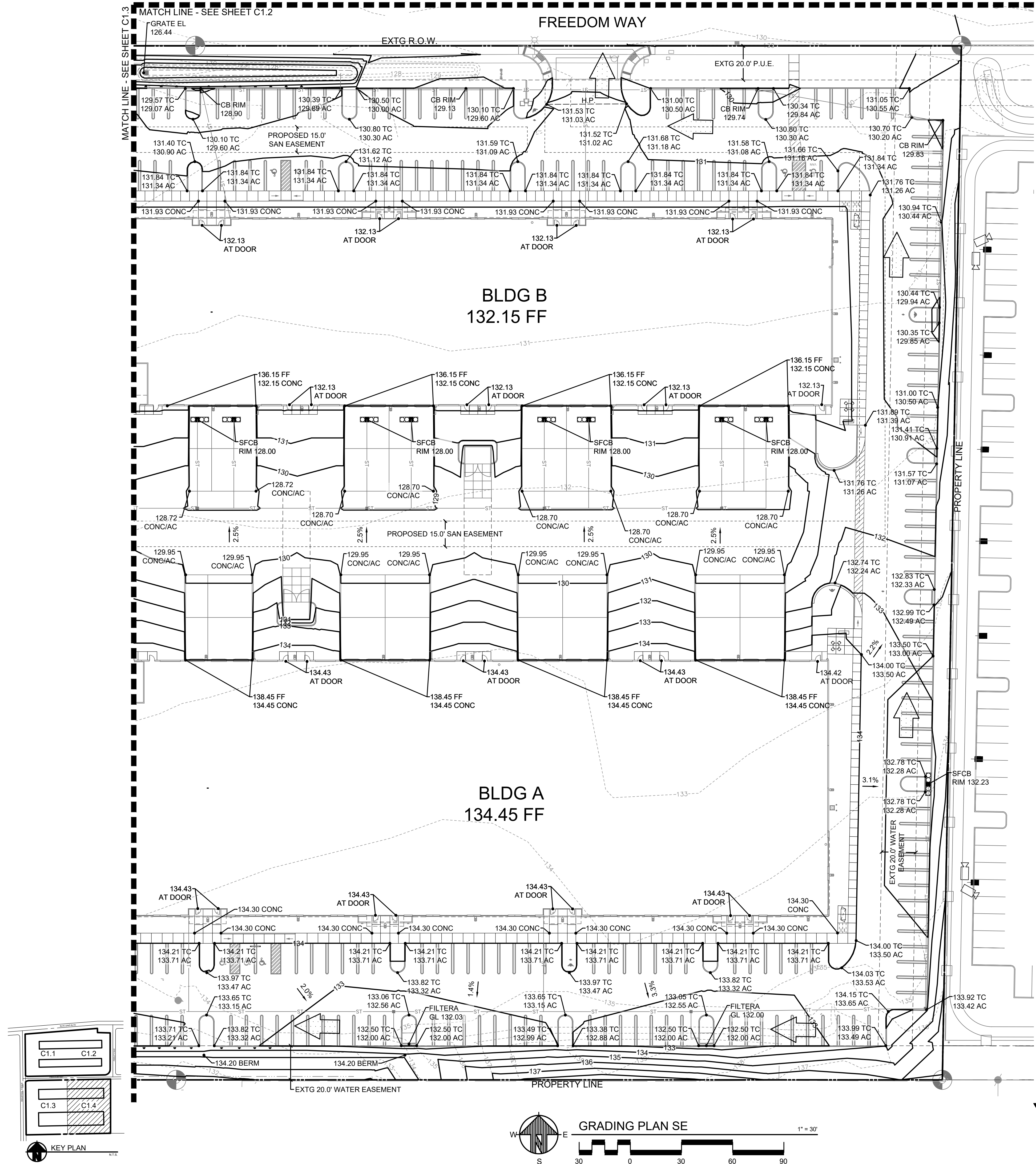
200 FREEDOM WAY
ROSEVILLE, CA.

REVISED MODIFIED STAGE I
AND STAGE II INTAKE SET:
08-01-22

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DATE DECEMBER 2021	
SCALE AS NOTED	PROJ. NO. 20210696
DRAWN JG	CHECKED BMD

GRADING PLAN SE



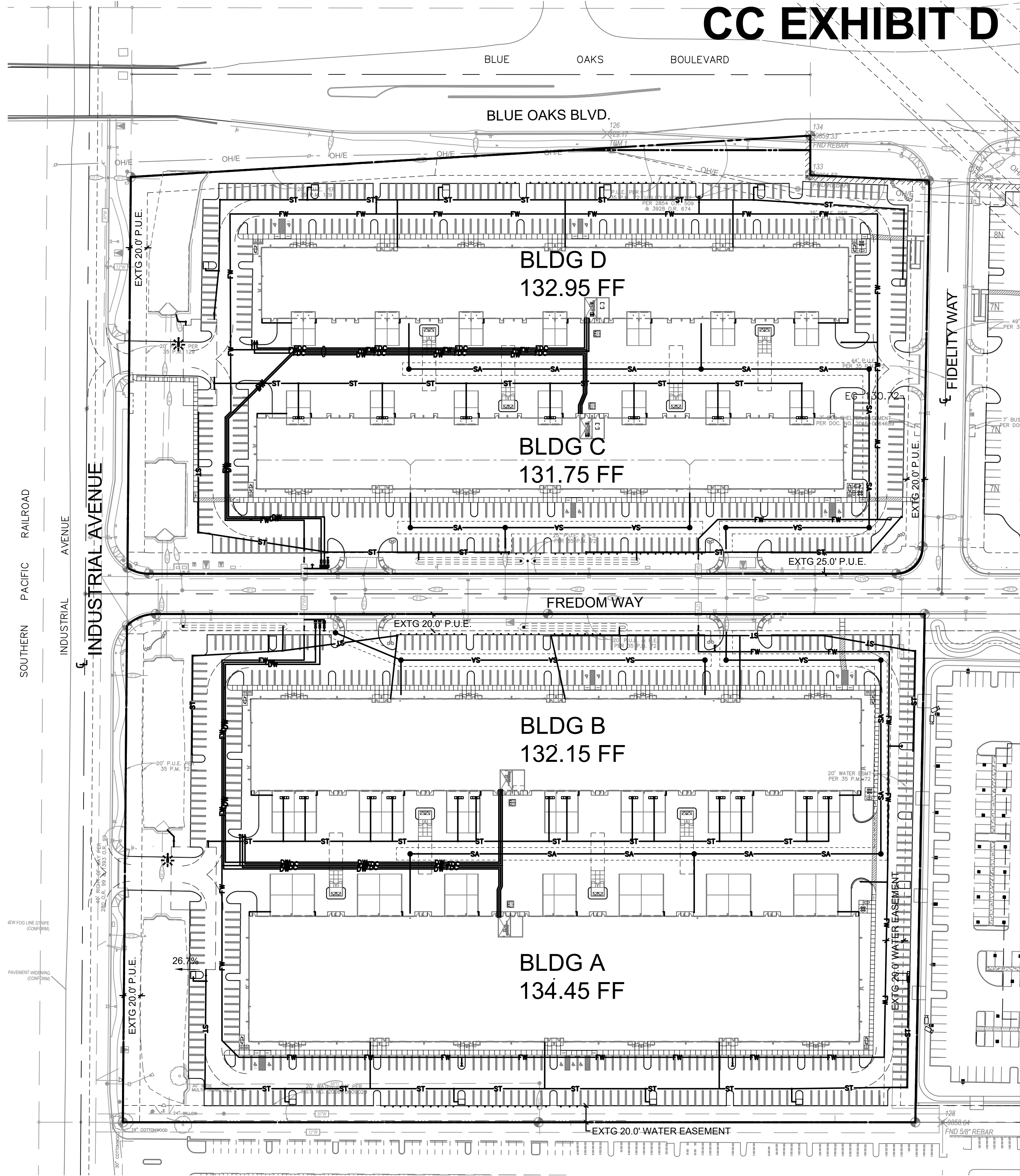
- ATTENTION EXCAVATORS: CALIFORNIA LAW REQUIRES YOU TO FOLLOW RULES ADAPTED BY DIGITALITY. YOU MUST NOTIFY DIGITALITY AT LEAST 2 BUSINESS DAYS BEFORE COMMENCING AN EXCAVATION. CALL 811 OR 1-800-422-4133.
2. THE WORKING DRAWINGS ARE GENERALLY DIAGRAMMATIC. THEY DO NOT SHOW EVERY OFFSET, BEND OR ELBOW REQUIRED OR INSTALLATION OF THE UTILITIES SHOWN. THE DRAWINGS DO NOT DEPICT EVERY DIMENSION, COMPONENT PIECE, SECTION, JOINT OR FITTING REQUIRED TO COMPLETE THE PROJECT. ALL LOCATIONS FOR WORK SHALL BE CHECKED AND COORDINATED WITH EXISTING CONDITIONS IN THE FIELD BEFORE BEGINNING CONSTRUCTION. EXISTING UNDERGROUND UTILITIES LAYING WITHIN THE LIMITS OF EXCAVATION SHALL BE VERIFIED AS TO CONDITION, SIZE AND LOCATION BY UNCOVERING, PROVIDING SUCH IS PERMITTED BY LOCAL PUBLIC AUTHORITIES WITH JURISDICTION, BEFORE BEGINNING CONSTRUCTION. CONTRACTOR TO NOTIFY ENGINEER IMMEDIATELY IF THERE ARE ANY DISCREPANCIES.
3. BEDDING AND PIPE ZONE BACKFILL SHALL BE PER "PIPE TRENCH EMBEDMENT" DETAIL, SHEET ____.
4. CONTRACTORS SHALL CONTACT CITY OF ROSEVILLE PUBLIC WORKS AT LEAST 2 BUSINESS DAYS, BUT NOT MORE THAN 10 BUSINESS DAYS, BEFORE COMMENCING AN EXCAVATION. CALL () ____.
5. THE MINIMUM HORIZONTAL SEPARATION BETWEEN SEWER LINES & PUBLIC WATER LINES SHALL BE 10-FT.
6. EXCAVATED SEWER TRENCH SPOIL MATERIAL SHALL BE TESTED AND LEGALLY DISPOSED OF AT A PROPER LANDFILL OR OTHER APPROPRIATE LOCATION.
7. ALL SEWER TRENCH LINES AND EXCAVATIONS SHALL BE PROPERLY SHORED AND BRACED TO PREVENT CAVING. UNUSUALLY DEEP EXCAVATIONS MAY REQUIRE EXTRA SHORING AND BRACING. ALL SHEETING, SHORING, AND BRACING OF TRENCHES SHALL CONFORM TO OREGON OCCUPATIONAL SAFETY AND HEALTH DIVISION (OSHA) REGULATIONS AND THE CITY OF ROSEVILLE STANDARD CONSTRUCTION SPECIFICATIONS.
8. CONTRACTOR SHALL NOTIFY AND COORDINATE WITH PRIVATE UTILITIES FOR RELOCATION OF CONDUITS, POWER POLES, VAULTS, PEDESTALS, ETC.
9. ALL EXISTING FACILITIES SHALL BE MAINTAINED BY THE CONTRACTOR UNLESS OTHERWISE SHOWN OR DIRECTED. CONTRACTOR SHALL TAKE ALL PRECAUTIONS NECESSARY TO SUPPORT, MAINTAIN, OR OTHERWISE PROTECT EXISTING UTILITIES AND OTHER FACILITIES AT ALL TIMES DURING CONSTRUCTION. CONTRACTOR SHALL LEAVE EXISTING FACILITIES IN AN EQUAL OR BETTER-THAN-ORIGINAL CONDITION.
10. PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL VERIFY THE LOCATION, SIZE & DEPTH OF EXISTING UTILITIES. NOTIFY ENGINEER IMMEDIATELY OF ANY DISCREPANCIES.
11. ALL SANITARY DRAINAGE, RAIN DRAIN AND STORM SEWER PIPING INSTALLED WITHIN 5-FT OF THE OUTSIDE OF THE BUILDING SHALL BE CAST IRON, SCHEDULE 40 ABS-D.W.V., SCHEDULE 40 PVC-D.W.V. OR OTHER MATERIAL AS APPROVED BY THE OREGON AMENDMENTS TO THE UNIFORM PLUMBING CODE.
12. HORIZONTAL STORM AND SANITARY DRAINAGE PIPE SHALL BE PROVIDED WITH A CLEANOUT AT ITS UPPER TERMINAL AND EACH RUN OF PIPING, WHICH IS MORE THAN 100 FEET IN TOTAL DEVELOPED LENGTH, SHALL BE PROVIDED WITH A CLEANOUT FOR EACH 100 FOOT, OR FRACTION THEREOF, IN LENGTH OF SUCH PIPING. AN ADDITIONAL CLEANOUT SHALL BE PROVIDED FOR EACH AGGREGATE HORIZONTAL CHANGE OF DIRECTION EXCEEDING 135 DEGREES. THE MAXIMUM DISTANCE ALLOWED BETWEEN MANHOLES IS 300 FEET. ALL REQUIRED CLEANOUTS MAY NOT BE LOCATED ON PLAN.
13. PRIVATE SANITARY SEWER LINES, DENOTED "SAN" OR "SA", SHALL BE PVC 3034 OR APPROVED EQUAL IN ACCORDANCE WITH PROJECT SPECIFICATIONS. USE PVC C900 OR CL52 DIP WHERE COVER IS LESS THAN 15-INCHES FROM PIPE CROWN TO PAVED SURFACE. NOTE: ALL SANITARY PIPING WITHIN 5-FT OF AN EXTERIOR BUILDING WALL SHALL BE SCHEDULE 40 PVC OR OTHER PER APPROVED MATERIALS PER THE UNIFORM PLUMBING CODE.
14. PRIVATE STORM SEWER LINES, DENOTED "STM" OR "ST", SHALL BE PVC 3034, PVC C900, PVC C905, HDPE, CL52 DIP OR APPROVED EQUIVALENT, UNLESS OTHERWISE NOTED. ALL STORM PIPING SHOWN HAS BEEN SIZED FOR A MANNING'S "N" VALUE = 0.013 AND PIPE INVERTS HAVE BEEN DESIGNED USING CONCENTRIC PIPE TO PIPE AND WYE FITTINGS, UNLESS OTHERWISE NOTED.
15. ALL STORM LATERALS SHALL HAVE #10 GAUGE COPPER WIRE OR TRACER TAPE AT 1.5-FT TO 2.0-FT ABOVE THE LATERAL.
16. ALL DOMESTIC (POTABLE) WATER SERVICE LINES OUTSIDE OF THE BUILDING DENOTED "DW" SHALL BE SCHEDULE 40 PVC OR PVC C900 CL150 UNLESS OTHERWISE NOTED. FIRE WATER SERVICE LINES OUTSIDE OF THE BUILDING DENOTED, "FW", "FDC" SHALL BE PVC C900 CL150 UNLESS OTHERWISE NOTED.
17. CONCRETE THRUST BLOCKING AND/OR MECHANICAL RESTRAINTS ("MEGA-LUG" OR EQUIVALENT) SHALL BE PROVIDED AT ALL WATERLINE FITTINGS AS REQUIRED BY THE CITY OF ROSEVILLE. BLOCKING SHALL BE POURED AGAINST UNDISTURBED EARTH AND CLEAR OF JOINT ACCESSORIES. BEARING AREA OF THRUST BLOCK SHALL BE COMPUTED ON THE BASIS OF ALLOWABLE SOIL BEARING PRESSURE. SEE DETAIL SHEET G ____.
18. MINIMUM COVER OVER WATERLINES IS TO BE 36 INCHES AS MEASURED FROM FINISH GRADE TO TOP OF PIPE. MINIMUM VERTICAL SEPARATION BETWEEN WATERLINE AND SANITARY SEWER AT A CROSSING IS 18 INCHES. SANITARY SEWER AT WATERLINE CROSSINGS WITH LESS THAN THE MINIMUM VERTICAL SEPARATION SHALL BE CONSTRUCTED OF DUCTILE IRON PIPE WITH WATERTIGHT JOINTS. IN SUCH CASES THE 18-FOOT LENGTH OF SANITARY SEWER SHALL BE CENTERED AT THE CROSSING.
19. PRIOR TO BEING PLACED IN SERVICE, THE WATERLINE AND SERVICES SHALL BE FLOUSED, STERILIZED, AND RE-FLOUSED, ALL IN ACCORDANCE WITH THE CITY OF ROSEVILLE "PUBLIC WORKS CONSTRUCTION CODE." CITY CREWS WILL TAKE BACTERIOLOGICAL TESTS WHEN SO REQUESTED BY THE CONTRACTOR INSTALLING WATER MAINS. THE REQUEST FOR THESE TESTS SHALL BE MADE THROUGH THE CITY INSPECTOR.
20. PRIOR TO CONSTRUCTION, ALL ON-SITE FIRE WATER SYSTEM LINE SIZES, METER SIZES, DOUBLE CHECK DETECTOR ASSEMBLY (DCDA) SIZES, AND OTHER APPURTENANCES SHOWN ON THE UTILITY PLAN SHALL BE VERIFIED BY THE FIRE PROTECTION ENGINEER FOR THE PROJECT. ANALYSIS OF THE SYSTEM SHALL BE FROM THE NEW FACILITY SERVICE TO THE POINT OF CONNECTION WITH THE PUBLIC WATER SYSTEM. THE MAKES AND MODELS OF ALL SYSTEM COMPONENTS SHALL BE ACCEPTABLE PER WATER DISTRICT LIST OF APPROVED COMPONENTS.

BENCHMARK:
CITY OF ROSEVILLE B.M. NO. 45, A 3-1/4" BRASS DISK STAMPED L.L. 5614, FEB 1993, TOP OF CURB
WEST SIDE OF D.I. AT SE CORNER OF WASHINGTON BLVD./ROSEVILLE PARKWAY AT NE END OF
CURB RETURN. ELEVATION = 146.073 FEET.

	POWER OR TELEPHONE POLE W/ Wires
	AREA LIGHT OR POLE LIGHT
	STREET LIGHT (ELECTROLIER)
	TRAFFIC SIGNAL
	TRANSFORMER
	MANHOLE
	CLEANOUT
	CURB INLET
	DRAIN INLET
	FIRE HYDRANT
	FIRE DEPARTMENT CONNECTION
	WATER METER
	WATER VALVE
	BACKFLOW PREVENTOR
	DOUBLE DETECTOR CHECK VALVE
	BLOW OFF VALVE
	POST INDICATOR VALVE
	DIMENSION POINT
	MONUMENT FOUND AS NOTED
	FOUND MONUMENT IN WELL
	ROAD SIGN
	UNDERGROUND SEWER PIPE
	UNDERGROUND STORM DRAIN PIPE
	UNDERGROUND WATER PIPE
	EDGE OF PAVEMENT

	CATCH BASIN (CB) -OR- AREA DRAIN (AD)
	MANHOLE (MH)
	UTILITY POLE
	FIRE HYDRANT (FH)
	METER
	UTILITY VAULT
	TRANSFORMER AND PAD
	TRANSFORMER
	VALVE BOX COVER
	POST INDICATOR VALVE
	LIGHT POLE
	WALL MOUNTED LIGHT
	FIRE DEPARTMENT CONNECTION (FDC)
	GATE VALVE
	CHECK VALVE
	CLEAN OUT (CO)

AC	ASPHALT CONCRETE
AD	AREA DRAIN
B.M.	BENCH MARK
CB	CATCH BASIN
CONC	CONCRETE
EG	EXISTING GRADE
EL	ELEVATION
EXTG	EXISTING
F.F.	FINISHED FLOOR ELEVATION
FG	FINISHED GRADE
GB	GRADE BREAK
H.P.	HIGH POINT
MH	MANHOLE
TC	TOP OF CONCRETE
TYP.	TYPICAL



OVERALL UTILITY PLAN

1" = 80'

The diagram shows a cross-section of the road with utility lines. The road width is 80 feet. The utility lines are shown as a series of rectangular blocks. The elevations are 80, 0, 80, 160, and 240. The scale is 1" = 80'.

KEY PLAN

N.T.S.

BLUE OAKS
COMMERCE
CENTER (BOCC)

2200 FREEDOM WAY
ROSEVILLE, CA.

REVISIONS

[illegible]

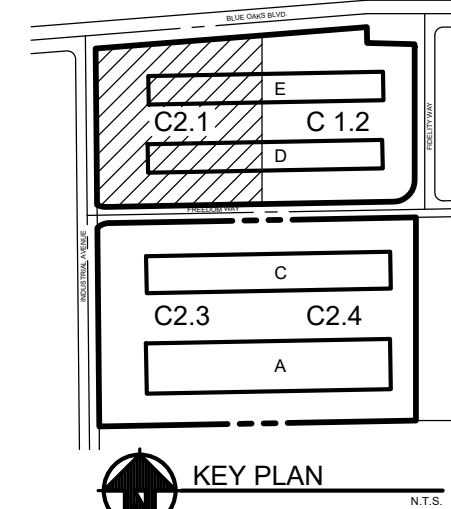
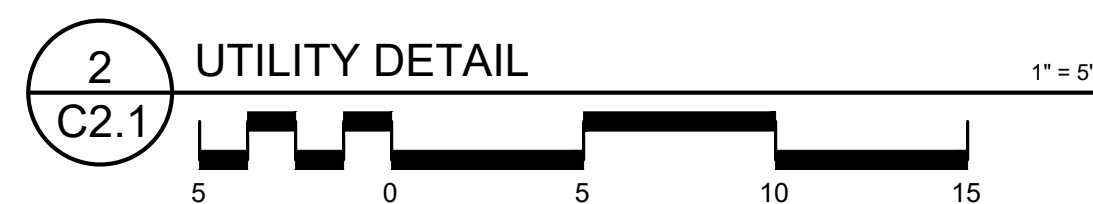
DECEMBER 2021

AS NOTED	PROJ. NO. 20210698
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N	CHECKED
JG	BMD

OVERALL UTILITY PLAN

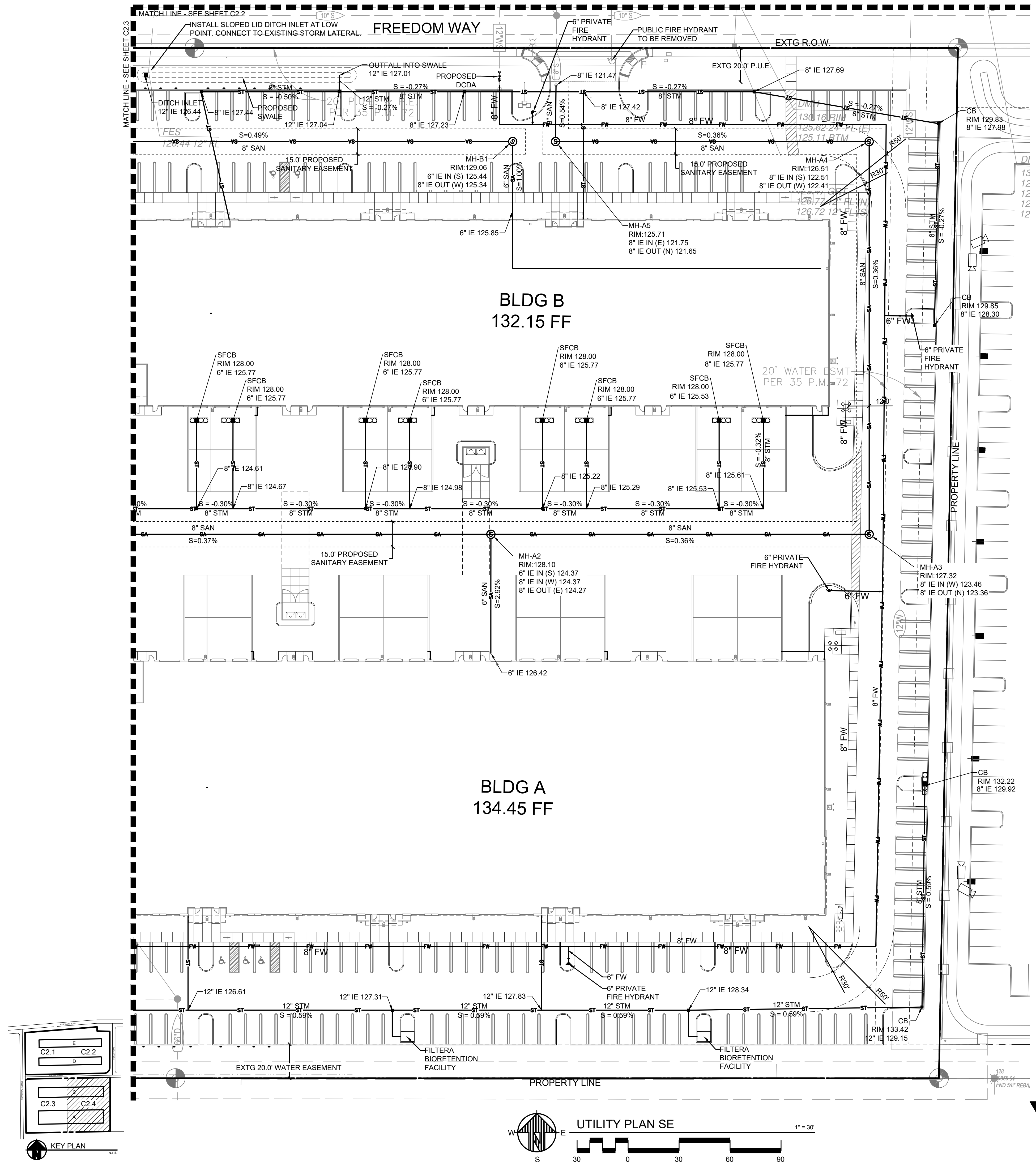
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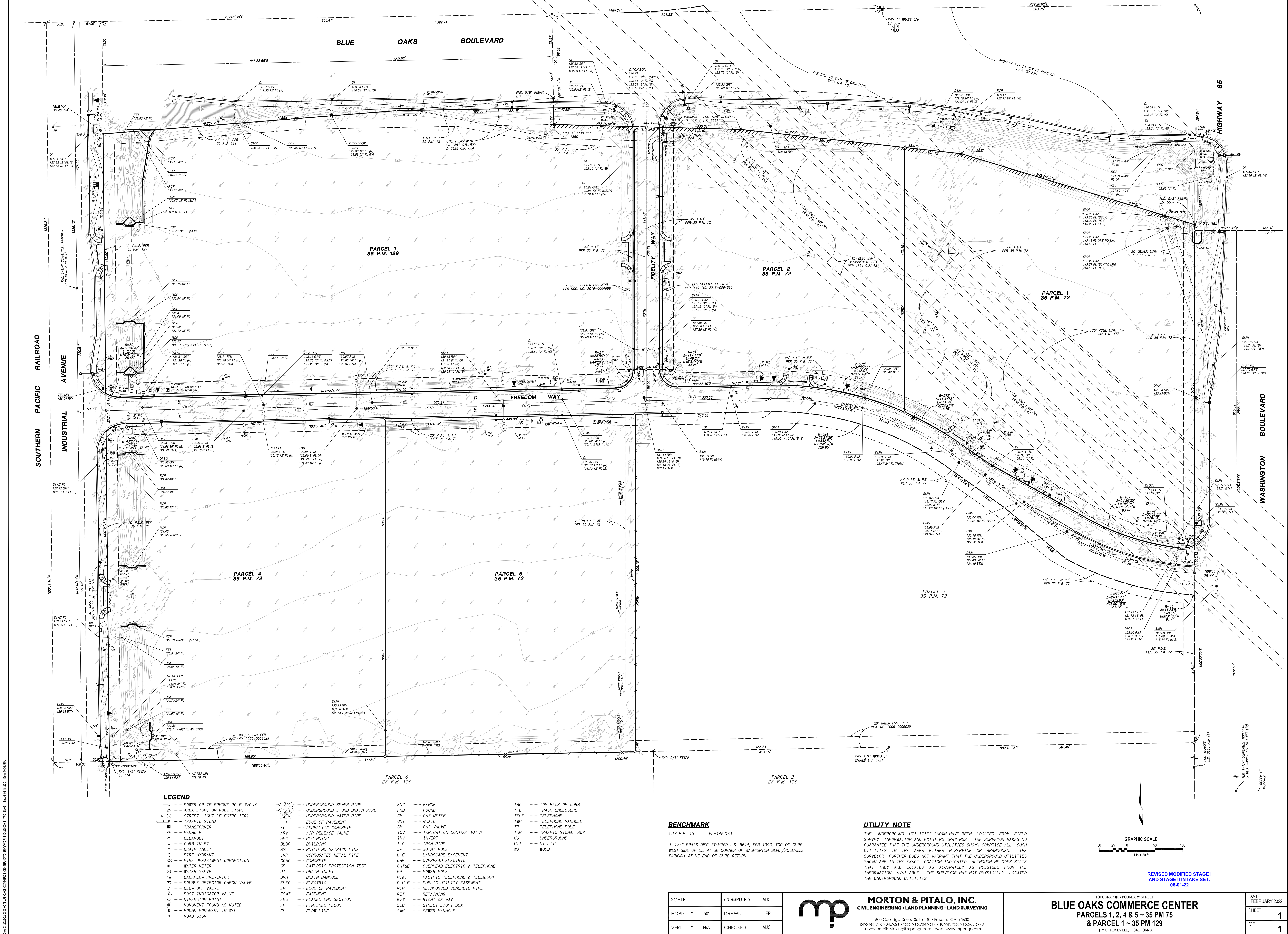


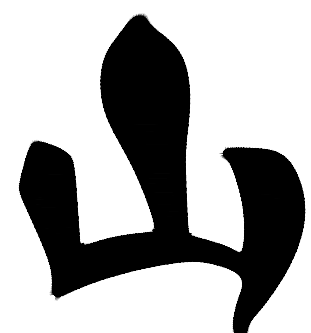
REGISTERED PROFESSIONAL ENGINEER
CHRISTIAN M. PALMATEER
No. 61597
Exp. 6/30/2023
CIVIL
STATE OF CALIFORNIA

UTILITY PLAN NE

REGISTERED PROFESSIONAL ENGINEER
CHRISTIAN M. PALMATEER
No. 61597
Exp. 6/30/2023
CIVIL
STATE OF CALIFORNIA

UTILITY PLAN SE





YAMASAKI
LANDSCAPE ARCHITECTURE

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1223 HIGH STREET
AUBURN, CALIFORNIA 95603
(530) 885-0040
FAX (530) 885-0042
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PROJECT NAME

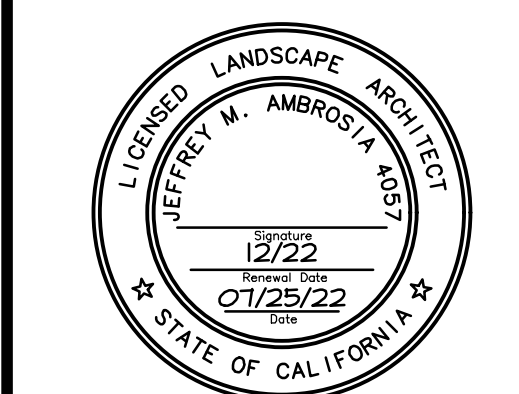
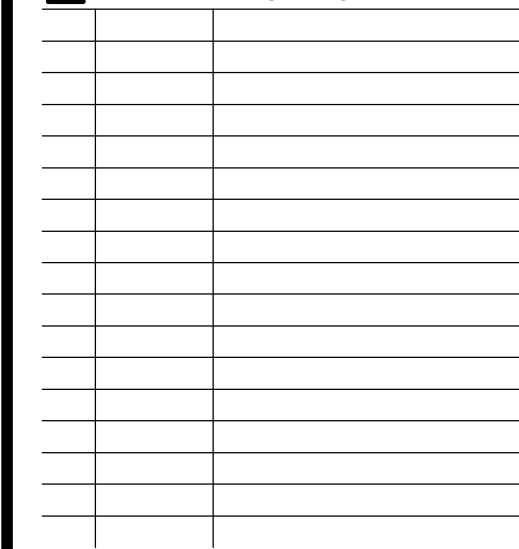
BLUE OAKS
COMMERCE
CENTER (BOCC)

2200 FREEDOM WAY
ROSEVILLE, CA

REVISED MODIFIED STAGE I
AND STAGE II INTAKE SET:
08-01-22

REVISIONS

#	DATE	DESCRIPTION
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DATE 11/17/2000

SCALE 1"=30'-0"	PROJ. NO. 20210696
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DRAWN EJG	CHECKED JMA
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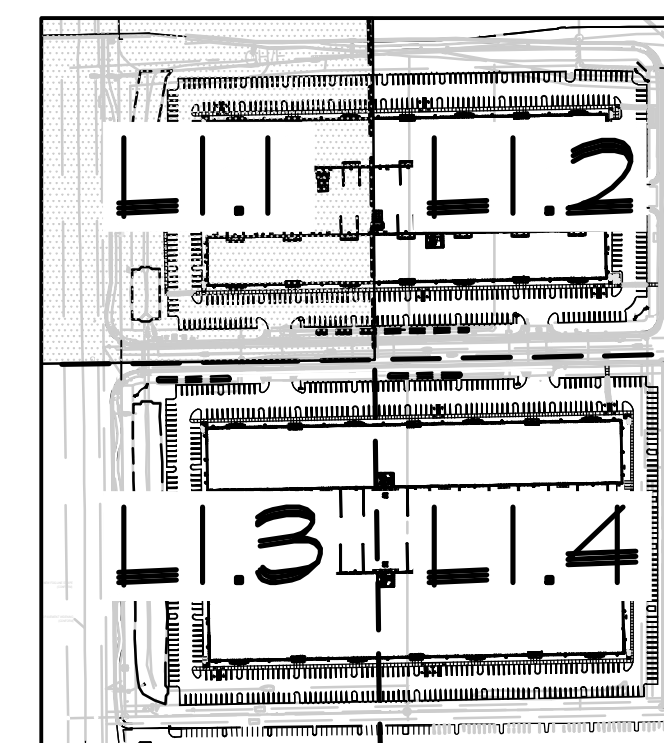
LANDSCAPE PLAN
NW

L1.1

TREES	QTY	BOTANICAL / COMMON NAME	SIZE	W'XH'	WATER USE
	10	<i>Cedrus deodara</i> / Deodar Cedar	15 gal	30'X80'	L
	51	<i>Cercis occidentalis</i> / Western Redbud	15 gal	18'X20'	L
	56	<i>Cornus florida</i> 'Cherokee Princess' / Cherokee Princess Dogwood	15 gal	15'X20'	M
	21	<i>Lagerstroemia indica</i> 'Cherokee' / Cherokee Crape Myrtle	15 gal	18'X20'	M
	31	<i>Photinia x fraseri</i> / Red Tip Photinia	15 gal	12'X15'	L
	23	<i>Pinus brutia eldarica</i> / Afghan Pine	15 gal	15'X50'	L
	94	<i>Pistacia chinensis</i> 'Keith Davey' / Keith Davey Chinese Pistache	15 gal	30'X50'	L
	14	<i>Platanus x acerifolia</i> 'Columbia' / Columbia London Plane Tree	15 gal	30'X60'	L
	23	<i>Populus nigra</i> 'Italica' / Lombardy Poplar	15 gal	18'X50'	M
	21	<i>Prunus x blireiana</i> / Pink Flowering Plum	15 gal	20'X20'	M
	171	<i>Raphiolepis x 'Montic'</i> / Majestic Beauty Indian Hawthorn	15 gal	12'X12'	M
	15	<i>Rhus lancea</i> / African Sumac	15 gal	20'X20'	L
	100	<i>Ulmus parvifolia</i> 'Drake' / Drake Lacebark Elm	15 gal	28'X50'	L

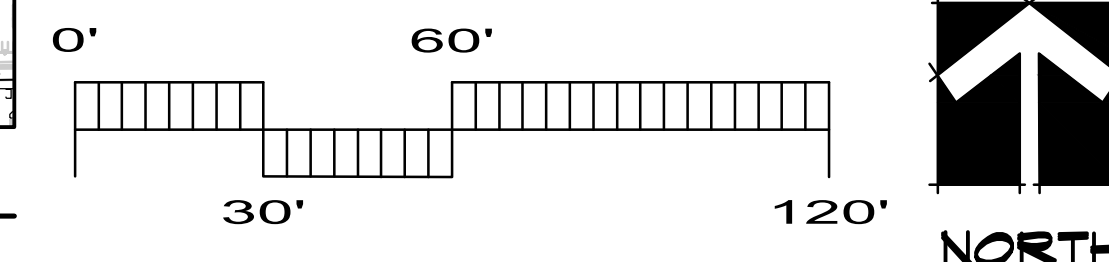
SHADE CALCULATION TABLE - NORTH				
TREE-SYMBOL	Count	PERCENT-SHADE	SHADE-AREA	TOTAL
CER-OCC	8	50%	151	1256
PHO-FRA	3	100%	314	942
PIS-KEI	48	50%	481	23088
ULM-DRA	14	75%	722	10108
ULM-DRA	32	100%	962	30784
			TOTAL	66178
TOTAL PAVED AREA	121,446 s.f.			
SHADE REQUIRED	60,723 s.f.			
SHADE PROVIDED	66,178 s.f.			
PERCENT SHADE	54%			

SHADE CALCULATION TABLE - SOUTH				
TREE-SYMBOL	Count	PERCENT-SHADE	SHADE-AREA	TOTAL
PI5-KEI	45	50%	481	21645
ULM-DRA	1	50%	481	481
ULM-DRA	38	100%	962	36556
ULM-DRA	15	75%	722	10830
			TOTAL	69,512
TOTAL PAVED AREA	136,563 s.f.			
SHADE REQUIRED	68,281 s.f.			
SHADE PROVIDED	69,512 s.f.			
PERCENT SHADE	50%			



VICINITY MAP

NOTE: SEE SHEET LI.5 FOR
PLANT LEGENDS AND NOTES.



DOUBLE ROW OF POPULUS NIGRA - ITALIAN POPLAR STREET TREE PER "NORTH ROSEVILLE AREA DESIGN GUIDELINES"

CEDRUS DEODARA - DEODAR CEDAR SUBORDINATE TREE PER "IRA DESIGN GUIDELINES"

BLUE OAKS BLVD.

"MOW-FREE" FESCUE

STREET FRONTAGE CONTAINS FREE FLOWING PATTERN OF TREES, SHRUBS AND GROUND COVER, AND "MOW-FREE" FESCUE.

PLATANUS ACERIFOLIA-LONDON PLANE STREET TREE PER "NORTH ROSEVILLE AREA DESIGN GUIDELINES"

CERCIS OCCIDENTALIS-WESTERN REDBUD NATIVE TREE FOR WATER QUALITY SHALES

UPPER BANKS OF WATER QUALITY SHALE PLANT MATERIAL PER LEGEND, SHEET LI.5

CHANNEL BOTTOM PLANT MATERIAL PER LEGEND, SHEET LI.5

INDUSTRIAL AVE.

PARKING LOT SHADE TREE

PARKING LOT SHADE AREA SHADE TREE COVERAGE

SHRUBS AND GROUND COVER

EVERGREEN TREE SCREENING AT DOCK AREAS, TYP.

ENTRY DRIVE ACCENTED BY FLOWERING ORNAMENTAL TREES, TYP.

IRRIGATED VINE AND SHRUBS AT TRASH ENCLOSURE LANDSCAPE BUFFER, TYP.

BUILDING FRONTS ARE ENHANCED WITH FOUNDATION SHRUBS AND LOW EVERGREEN TREES AT THE ENTRIES.

CHANNEL BOTTOM PLANT MATERIAL PER LEGEND, SHEET LI.5

ENTRY DRIVE ACCENTED BY FLOWERING ORNAMENTAL TREES, TYP.

MATCHLINE SEE SHEET - LI.3

FREEDOM WAY

MATCHLINE SEE SHEET - LI.2

S:\dwg\Blue Oaks Commerce Center\DWG's\PD\BOCC LP.dwg 7/25/2022 2:29 PM



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REVISED MODIFIED STAGE I
AND STAGE II INTAKE SET:
08-01-22

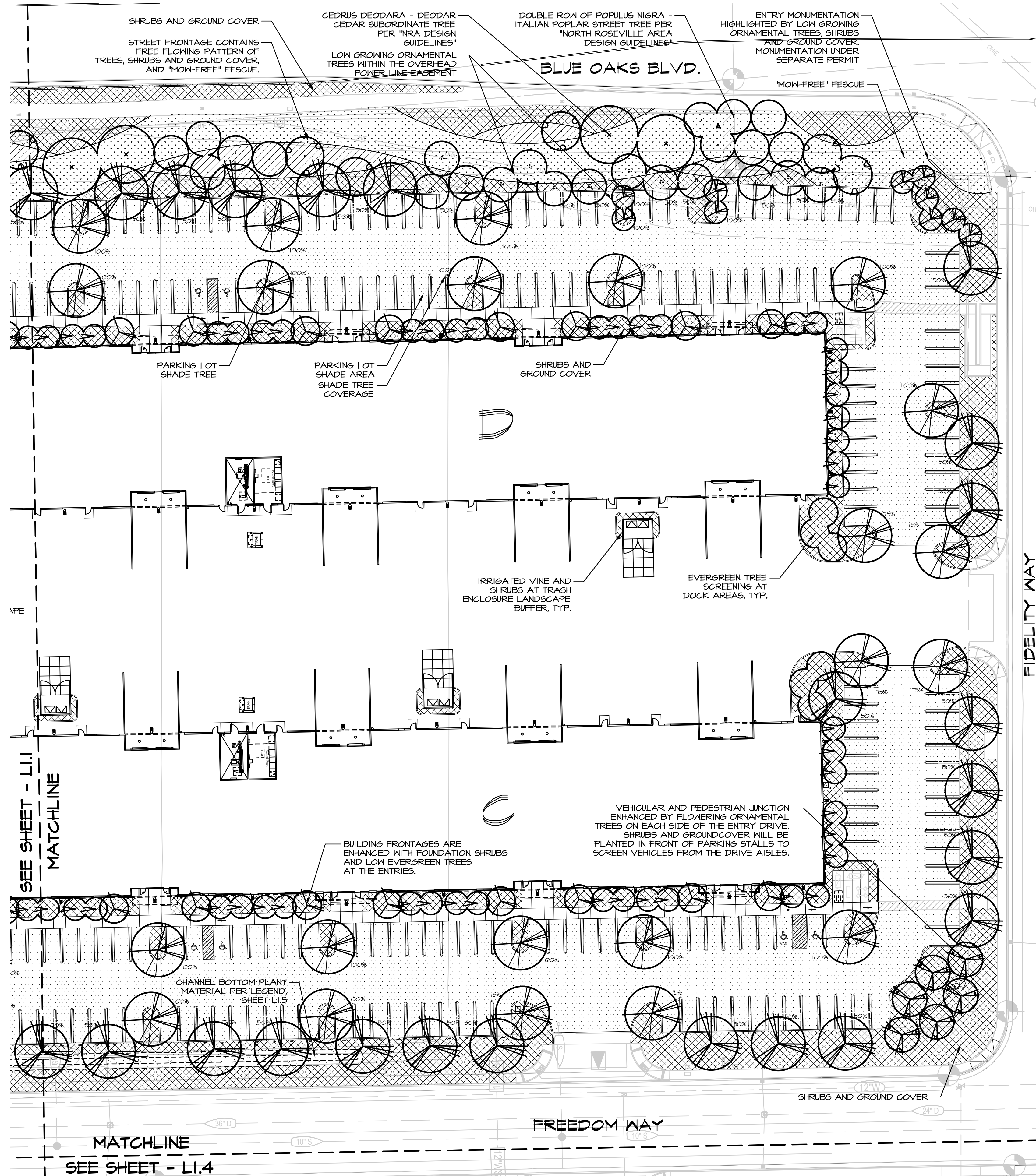
REVISIONS

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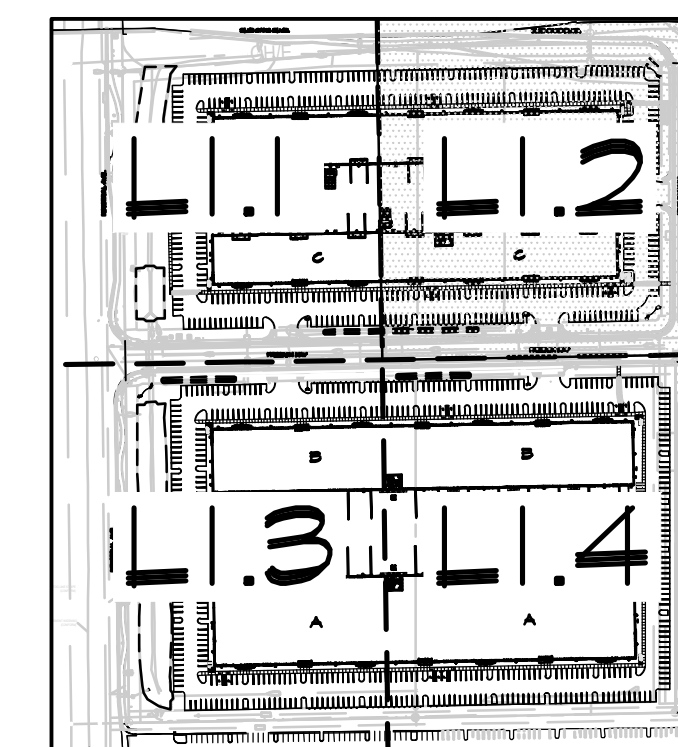
DATE JUNE 10, 2022	
SCALE 1"=30'-0"	PROJ. NO. 20210696
DRAWN EJG	CHECKED JMA

LANDSCAPE PLAN
NE

L1.2

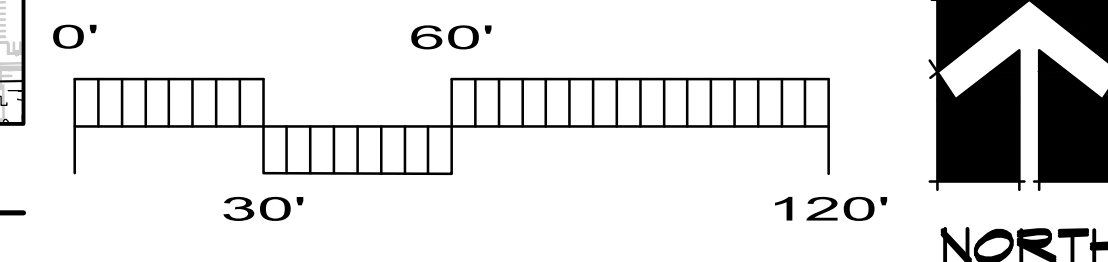


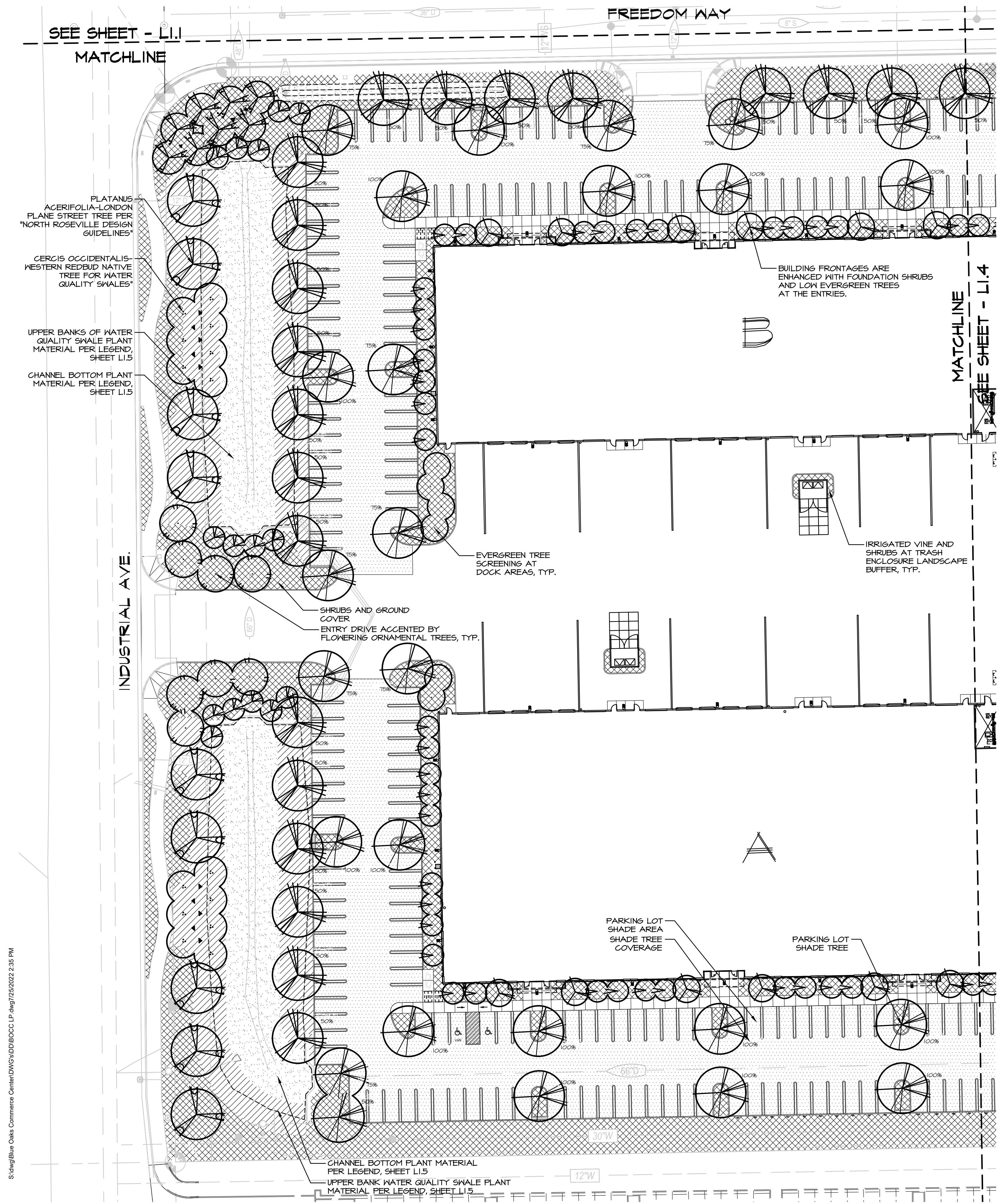
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	21	<i>Lagerstroemia indica</i> 'Cherokee' / Cherokee Crape Myrtle	15 gal	18'X20'	M
	31	<i>Photinia x fraseri</i> / Red Tip Photinia	15 gal	12'X15'	L
	23	<i>Pinus brutia</i> <i>eldarica</i> / Afghan Pine	15 gal	15'X50'	L
	94	<i>Pistacia chinensis</i> 'Keith Davey' / Keith Davey Chinese Pistache	15 gal	30'X50'	L
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	21	<i>Prunus x blireiana</i> / Pink Flowering Plum	15 gal	20'X20'	M
	171	<i>Raphiolepis x 'Montic'</i> / Majestic Beauty Indian Hawthorn	15 gal	12'X12'	M
	15	<i>Rhus lancea</i> / African Sumac	15 gal	20'X20'	L
	100	<i>Ulmus parvifolia</i> 'Drake' / Drake Lacebark Elm	15 gal	28'X50'	L



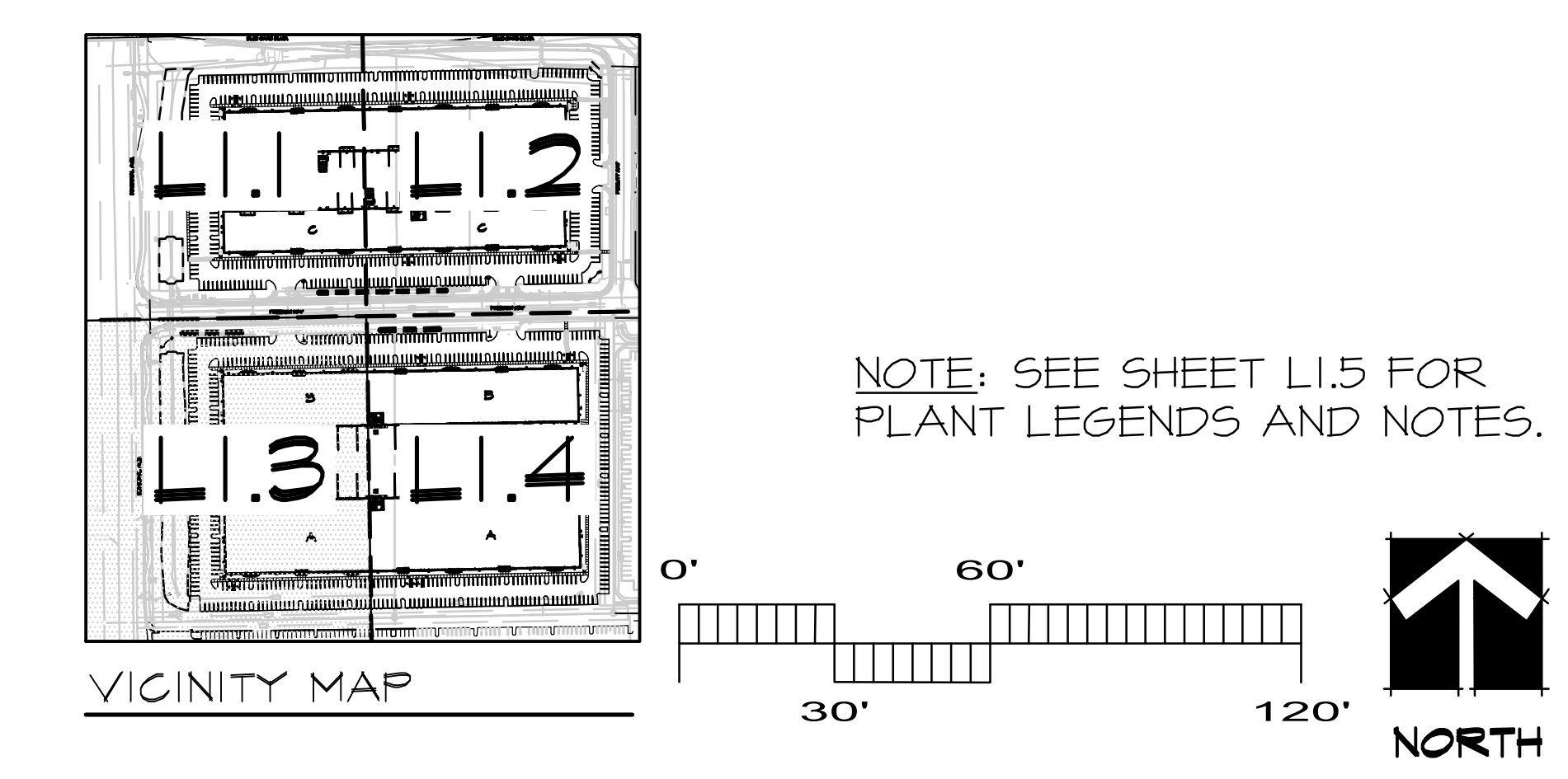
VICINITY MAP

NOTE: SEE SHEET L1.5 FOR
PLANT LEGENDS AND NOTES.





TREE LEGEND					
TREES	QTY	BOTANICAL / COMMON NAME	SIZE	W'X'H'	WATER USE
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	23	Pinus brutia eldarica / Afghan Pine	15 gal	15'X50'	L
	44	Pistacia chinensis 'Keith Davey' / Keith Davey Chinese Pistache	15 gal	30'X50'	L
	14	Platanus x acerifolia 'Columbia' / Columbia London Plane Tree	15 gal	30'X60'	L
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VLMK
ENGINEERING + DESIGN
3933 SW Kelly Avenue
Portland, Oregon 97239
503.222.4453
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Schnitzer
PROPERTIES

YAMASAKI
LANDSCAPE ARCHITECTURE

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PROJECT NAME
**BLUE OAKS
COMMERCE
CENTER (BOCC)**

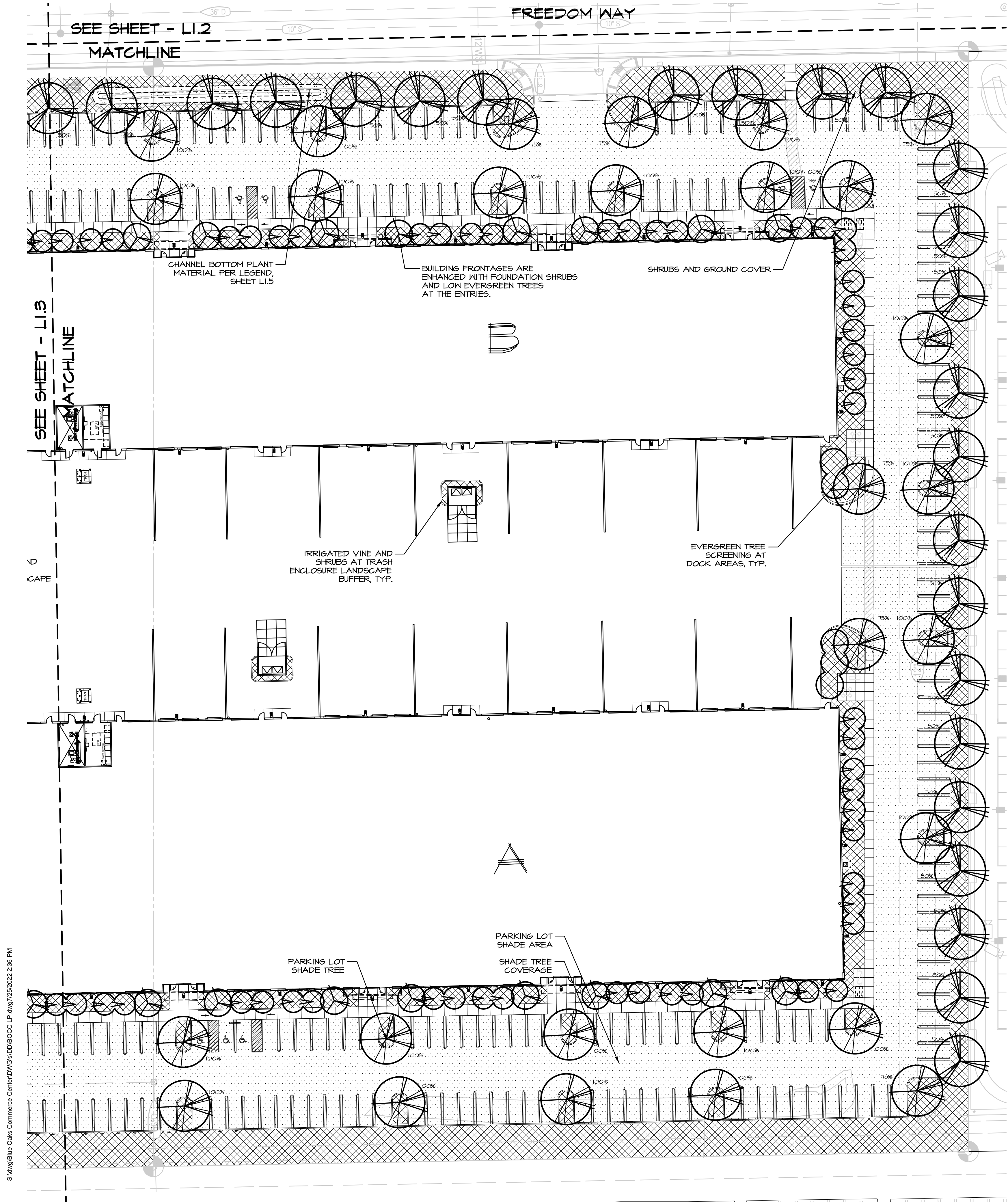
2200 FREEDOM WAY
ROSEVILLE, CA.

REVISED MODIFIED STAGE I
AND STAGE II INTAKE SET:
08-01-22

REVISIONS
DATE DESCRIPTION

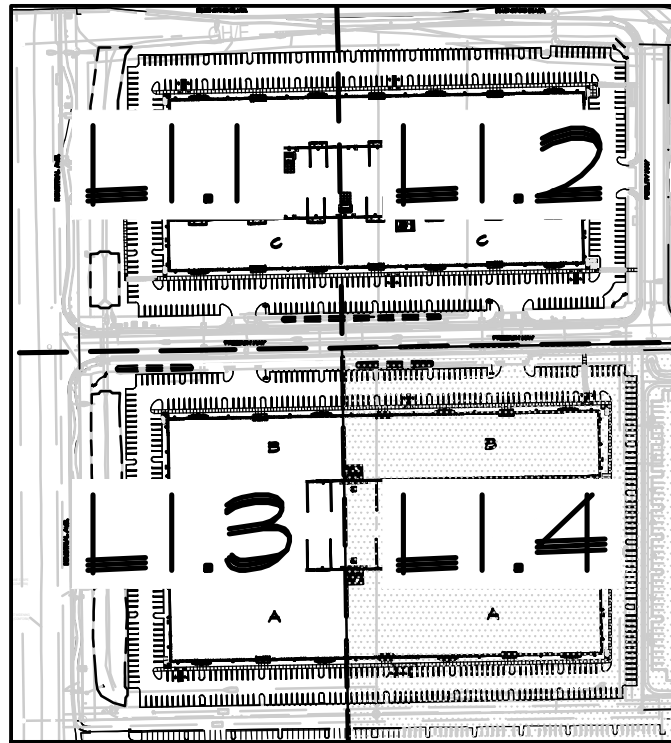
DATE: JUNE 10, 2022
SCALE: 1"=30'-0"
DRAWN: E.J.G.
PROJECT NO.: 20210696
CHECKED: J.M.A.

LANDSCAPE PLAN
SW



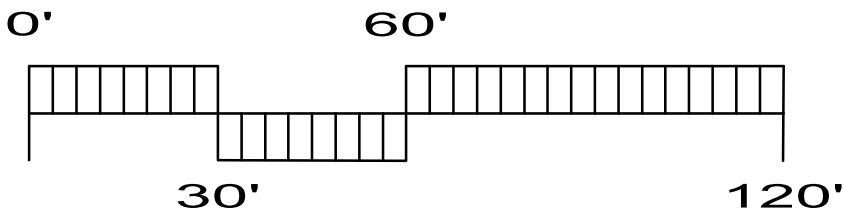
TREE LEGEND

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	171	Raphiolepis x 'Montic' / Majestic Beauty Indian Hawthorn	15 gal	12'X12'	M
	15	Rhus lancea / African Sumac	15 gal	20'X20'	L
	100	Ulmus parvifolia 'Drake' / Drake Lacebark Elm	15 gal	28'X50'	L



VICINITY MAP

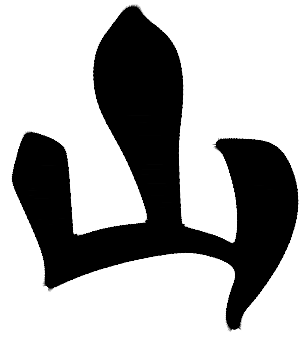
NOTE: SEE SHEET L1.5 FOR
PLANT LEGENDS AND NOTES.



VLMK

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PROJECT NAME
**BLUE OAKS
COMMERCE
CENTER (BOCC)**

2200 FREEDOM WAY
ROSEVILLE, CA.

REVISED MODIFIED STAGE I
AND STAGE II INTAKE SET:
08-01-22

REVISIONS	DATE	DESCRIPTION
1		
2		
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DATE JUNE 10, 2022	PROJ. NO. 20210696
SCALE 1"=30'-0"	CHECKED JMA
DRAWN EJG	

LANDSCAPE PLAN
SE



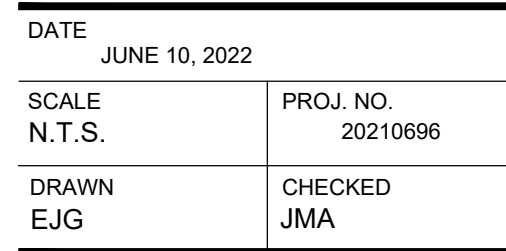
<u>TREES</u>	<u>CODE</u>	<u>BOTANICAL / COMMON NAME</u>	<u>SIZE</u>	<u>W'XH'</u>	<u>WATER USE</u>
	ACE RUB	Acer rubrum / Red Maple	15 gal	25'X50'	M
	CED DEO	Cedrus deodara / Deodar Cedar	15 gal	30'X80'	L
	CER OCC	Cercis occidentalis / Western Redbud	15 gal	18'X20'	L
	COR PRI	Cornus florida 'Cherokee Princess' / Cherokee Princess Dogwood	15 gal	15'X20'	M
	LAG CHE	Lagerstroemia indica 'Cherokee' / Cherokee Crape Myrtle	15 gal	18'X20'	M
	PHO FRA	Photinia x fraseri / Red Tip Photinia	15 gal	12'X15'	L
	PIN ELD	Pinus brutia eldarica / Afghan Pine	15 gal	15'X50'	L
	PIS KEI	Pistacia chinensis 'Keith Davey' / Keith Davey Chinese Pistache	15 gal	30'X50'	L
	PLA COL	Platanus x acerifolia 'Columbia' / Columbia London Plane Tree	15 gal	30'X60'	L
	POP NIG	Populus nigra 'Italica' / Lombardy Poplar	15 gal	18'X50'	M
	PRU BLI	Prunus x blireiana / Pink Flowering Plum	15 gal	20'X20'	M
	RHA MON	Rhamnus indica x 'Montic' / Majestic Beauty Indian Hawthorn	15 gal	12'X12'	M
	RHU SUM	Rhus lancea / African Sumac	15 gal	20'X20'	L
	ULM DRA	Ulmus parvifolia 'Drake' / Drake Lacebark Elm	15 gal	28'X50'	L
<u>POTENTIAL SHRUBS</u>	<u>CODE</u>	<u>BOTANICAL / COMMON NAME</u>	<u>SIZE</u>	<u>W'XH'</u>	<u>WATER USE</u>
	BER ATR	Berberis thunbergii 'Atropurpurea' / Red Leaf Japanese Barberry	5 gal	2'X3'	M
	ESC TER	Escallonia x 'Terri' / Terri Escallonia	5 gal	5'X5'	M
	GRE NOE	Grevillea x 'Noellii' / Noel Grevillea	5 gal	5'X5'	L
	NAN HAR	Nandina domestica 'Harbour Dwarf' / Harbour Dwarf Heavenly Bamboo	5 gal	4'X3'	L
	PEN RUB	Pennisetum setaceum 'Rubrum' / Purple Fountain Grass	5 gal	3'X3'	L
	PHO MAO	Phormium tenax 'Maori Queen' / New Zealand Flax	5 gal	3'X3'	L
	PIT WHE	Pittosporum tobira 'Wheeler's Dwarf' / Wheeler's Dwarf Pittosporum	5 gal	3'X3'	M
	RHA JAC	Rhamnus indica 'Jack Evans' / Jack Evans Indian Hawthorn	5 gal	5'X5'	M
	RHA MIN	Rhamnus umbellata 'Minor' / Dwarf Yedda Hawthorn	5 gal	4'X4'	L
	XYL COM	Xylosma congestum 'Compacta' / Compact Xylosma	5 gal	5'X5'	L
<u>POTENTIAL GRASSES</u>	<u>CODE</u>	<u>BOTANICAL / COMMON NAME</u>	<u>SIZE</u>	<u>W'XH'</u>	<u>WATER USE</u>
	MUH CAP	Muhlenbergia capillaris 'Lenca' / Regal Mist Muhly Grass	5 gal	4'X3'	L
	MUH RIG	Muhlenbergia rigens / Deer Grass	5 gal	2'X3'	L

The proposed landscape plant palette consists of low and moderate water use shrubs, groundcover, trees, and ornamental grasses that are considered low maintenance and hardy. Choice of plants is guided by considerations of solar exposure and climate conditions of the site. Plant selection aims for longevity by selecting plants that are long lived varieties of trees, shrubs, groundcover, and grasses.

The Irrigation system will be serviced by a new point of connection. The Irrigation design will consist of low volume point source drip Irrigation. Proposed trees shall utilize bubbler irrigation to encourage deep root watering. The overall Irrigation system will be designed with a smart Irrigation controller. A weather sensor will be used to automatically adjust duration of application in accordance with recent weather conditions based on evapotranspiration. Maximum water allowance will be determined by State code. To also be consistent with the planting design, the Irrigation design will create separate Irrigation stations by hydrozone, locating plants of different water and solar needs into groups.

<u>CODE</u>	<u>BOTANICAL / COMMON NAME</u>	<u>SIZE</u>	<u>SPACING</u>	<u>WATER USE</u>
FIC PUM	Ficus pumila / Creeping Fig	5 gal		M
<u>CODE</u>	<u>BOTANICAL / COMMON NAME</u>	<u>SIZE</u>	<u>SPACING</u>	<u>WATER USE</u>
ARC UVA	Arctostaphylos uva-ursi 'Radiant' / Kinnikinnick	1 gal	10'X6"	M
ARC EME	Arctostaphylos x 'Emerald Carpet' / Emerald Carpet Manzanita	1 gal	10'X1'	M
COT LOW	Cotoneaster dammeri 'Lowfast' / Lowfast Bearberry Cotoneaster	1 gal	10'X1'	L
DIE VAR	Dietes vegeta 'Variegata' / Variegated African Iris	1 gal	3'X3'	L
ROS PRO	Rosmarinus officinalis 'Prostratus' / Dwarf Rosemary	1 gal	6'X2'	L
TRA JAS	Trachelospermum jasminoides / Chinese Star Jasmine	1 gal	5'X2'	M

SPECIES	PLS LBS./ ACRE
Leymus triticoides 'Yolo' / Creeping Wildrye	10.0
Elymus trachycaulus / Slender wheatgrass	8.0
Elymus glaucus / Blue Wildrye	8.0
Hordeum brachyantherum / Meadow Barley	4.0
Poa secunda / Native Pine Bluegrass	4.0
Vulpia microstachys / Small Fescue	3.0
TOTAL	37 LBS. PER ACRE (PLS)
FERTILIZER COMPONENT	INGREDIENT %
NITROGEN	7
PHOSPHORUS	2
POTASSIUM	3
} OR APPROVED EQUAL	
FERTILIZER SHALL BE NATURAL-BASED, SLOW RELEASE, & BALANCED IN N, P, K. ADD MYCORRHIZAL INNOCULANT AT 30 LBS./ ACRE	

[illegible]

L1.5



PROJECT NAME

BLUE OAKS
COMMERCE
CENTER (BOCC)

ADDRESS

2200 FREEDOM WAY
ROSEVILLE, CA.

REVISED MODIFIED STAGE I
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08-01-22

REVISIONS

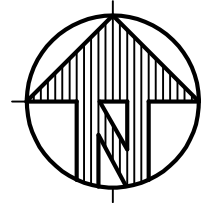
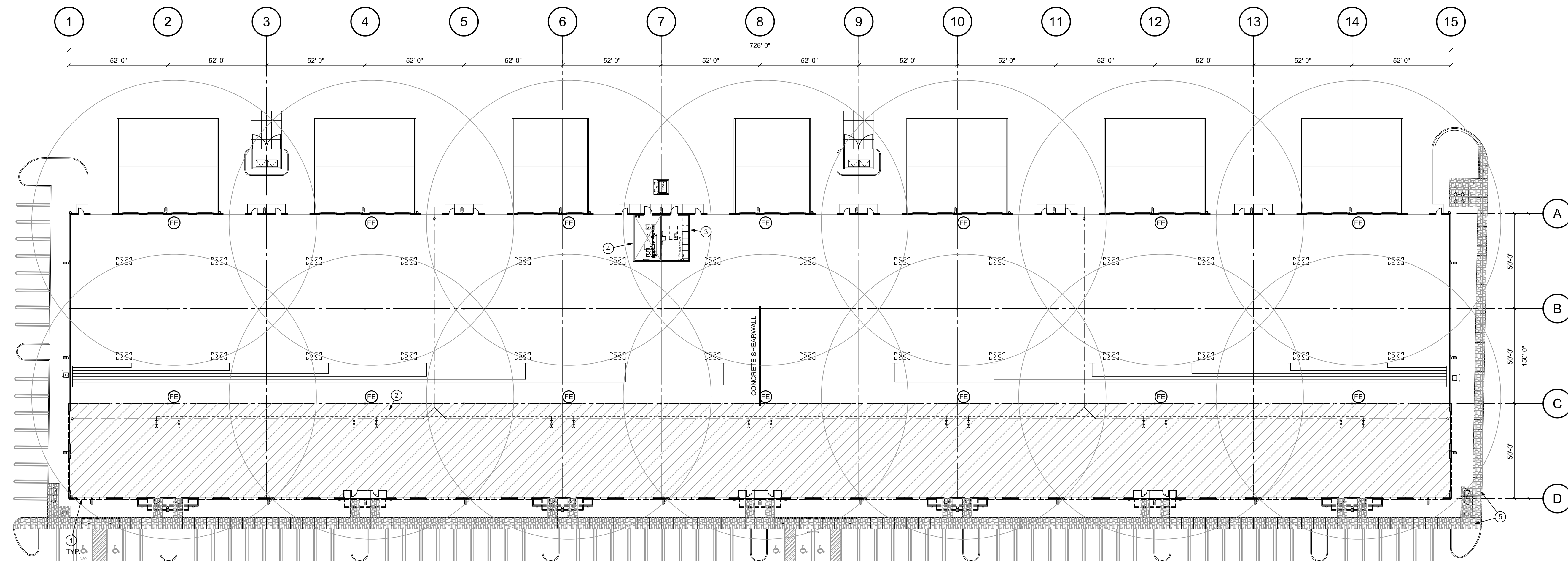
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DATE
DECEMBER 2021

SCALE AS NOTED	PROJ. NO. 20210696
DRAWN BGL	CHECKED CMP

OVERALL FLOOR
PLAN BUILDING A

A1.00



OVERALL FLOOR PLAN

BUILDING A

1" = 30.0'

WALL/CEILING INSULATION:

1. LOCATE PER #3 BELOW - THICKNESS: R-13 AT 3 5/8" WALL, R-19 AT 6" WALL/CEILING.
2. VAPOR BARRIER: CONDITIONED SIDE OF DEMISING WALLS/CEILINGS SEPARATING CONDITIONED AREAS FROM NON-CONDITIONED AREAS.
3. PROVIDE INSULATION AT THE FOLLOWING LOCATIONS:
 - A. PERIMETER WALLS OF ELECTRICAL AND FIRE PUMP ROOMS.

STOREFRONT SAFETY GLAZING

1. PANES OVER 9 SQUARE FEET AND LESS THAN 18 INCHES ABOVE THE FLOOR WITH TOP EDGE OVER 36 INCHES ABOVE FLOOR AND WITHIN 36 INCHES OF WALKWAY ARE TO BE TEMPERED.
2. ALL GLASS WITHIN 18" OF THE FLOOR IS TO BE TEMPERED.
3. ALL GLASS WITHIN 24" OF ANY DOOR IS TO BE TEMPERED.
4. ALSO SEE SPECIFICATIONS

FIRE EXTINGUISHER LEGEND:

(FE) FIRE EXTINGUISHER
(SHOWN WITH 75.0' RADIUS CIRCLE)

NOTES:

- 1) FIRE EXTINGUISHER (FE) TO BE MOUNTED ON METAL BRACKET PER MANUFACTURER. (FE) TO BE A MINIMUM 4A-10BC.
- 2) BASED ON NFPA 10 (TABLE 3.4.3) THIS BUILDING IS ALLOWED TO HAVE A MAXIMUM OF 6,000 SF. PER FE. $(109,200/6,000 = 18 \text{ FE'S REQUIRED.})$ (14) PROVIDED.
- 3) ADDITIONAL FE'S WILL BE INSTALLED IN THE FUTURE OFFICE WITH THE TENANT IMPROVEMENT PERMITS.

GENERAL NOTES:

1. SEE FOUNDATION PLANS FOR ADDITIONAL DIMENSIONS OF ALL OPENINGS (DOORS, ETC.) THAT ARE NOT SHOWN.
2. VERIFY ALL UTILITY LOCATIONS AT EXIT FROM BUILDING WITH PLUMBING PLANS. COORDINATE ALL INTERIOR AND EXTERIOR UTILITY LOCATIONS PRIOR TO CONSTRUCTION.
3. SEE SITE PLAN (6.10) FOR ADDITIONAL INFORMATION ON ITEMS THAT ARE SHOWN OUTSIDE OF BUILDING (WALKS, PARKING, ETC.).
4. DIMENSIONS TAKE PRECEDENCE OVER DRAWING: DO NOT SCALE DRAWINGS TO DETERMINE ANY LOCATIONS. THE ENGINEER SHALL BE NOTIFIED IF ANY DISCREPANCY OCCURS, PRIOR TO CONTINUING WITH WORK.
5. ALL DIMENSIONS ON PLANS ARE FROM THE OUTSIDE FACE OF EXTERIOR WALLS AND CENTERLINE OF INTERIOR WALLS UNLESS OTHERWISE NOTED.
6. EGRESS PATHS WILL BE INCLUDED WITH THE TENANT IMPROVEMENT PERMITS ONCE THE TENANTS ARE KNOWN AND THEIR RACKS AND/OR EQUIPMENT CAN BE SHOWN.

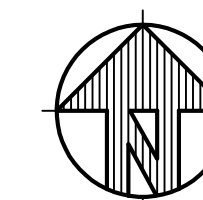
FLOOR PLAN KEYNOTES:

MARK	DESCRIPTION
①	EXTERIOR STOREFRONT WINDOWS PER SPECIFICATIONS.
②	VAPOR BARRIER UNDER SLAB AT ALL LOCATIONS SHOWN WITH HATCH PATTERN  SEE SPECIFICATIONS FOR TYPE.
③	ELECTRICAL ROOM PER SHEET A7.01 (2,000 AMP SERVICE).
④	FIRE PUMP ROOM PER SHEET A7.01.
⑤	FINISH SIDEWALKS AROUND THE BUILDING AS NOTED ON THE SITE PLANS (SHEETS G1.1 THROUGH G1.4).

SEE SHEETS AS NOTED FOR
PARTIAL ENLARGED PLANS

→ A1.01

A1.02



KEY PLAN

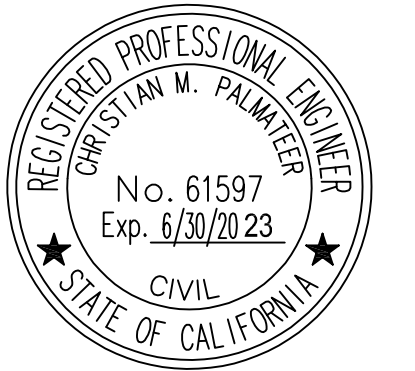
N.T.S.

PROJECT NAME

BLUE OAKS
COMMERCE
CENTER (BOCC)

ADDRESS
2200 FREEDOM WAY
ROSEVILLE, CA.

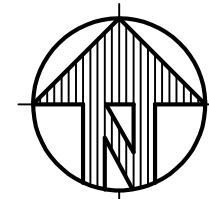
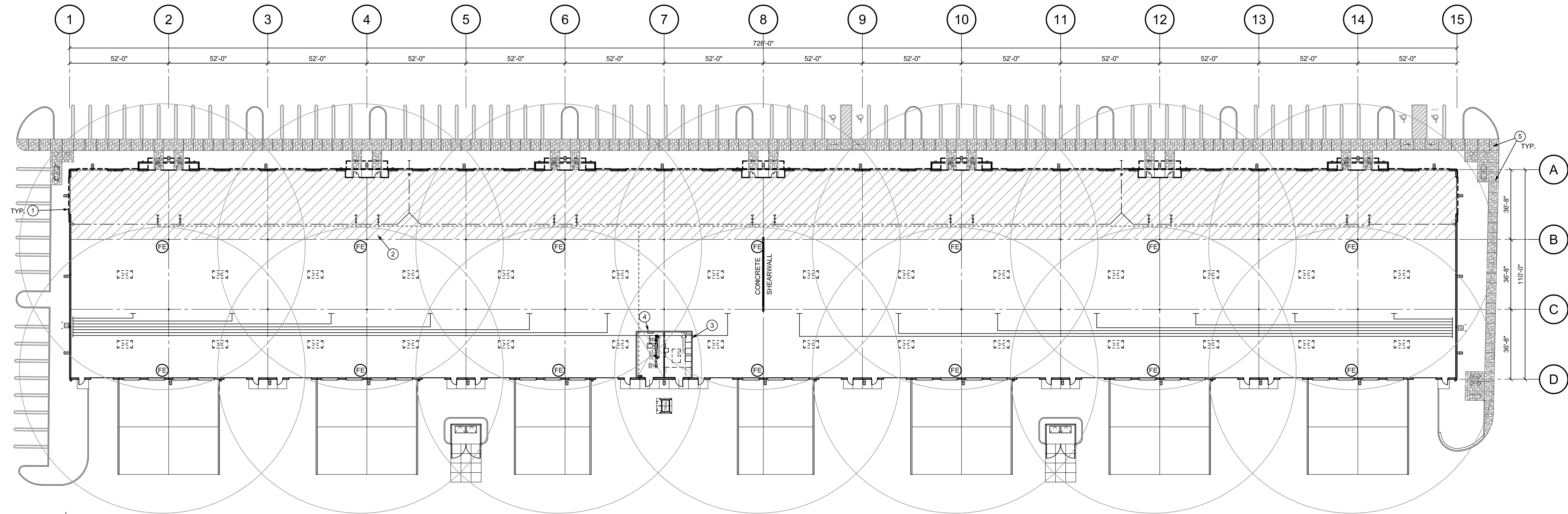
REVISED MODIFIED STAGE I
AND STAGE II INTAKE SET:
08-01-22

[illegible]

DATE DECEMBER 2021	
SCALE AS NOTED	PROJ. NO. 20210696
DRAWN BGL	CHECKED CMP

OVERALL FLOOR
PLAN BUILDING B

A1.04



OVERALL FLOOR PLAN

BUILDING B

 $1'' = 30.0'$

WALL/CEILING INSULATION:

1. LOCATE PER #3 BELOW - THICKNESS: R-13 AT 3 5/8" WALL, R-19 AT 6" WALL/CEILING.
2. VAPOR BARRIER: CONDITIONED SIDE OF DEMISING WALLS/CEILINGS SEPARATING CONDITIONED AREAS FROM NON-CONDITIONED AREAS.
3. PROVIDE INSULATION AT THE FOLLOWING LOCATIONS:
 - A. PERIMETER WALLS OF ELECTRICAL AND FIRE PUMP ROOMS.

STOREFRONT SAFETY GLAZING

1. PANES OVER 9 SQUARE FEET AND LESS THAN 18 INCHES ABOVE THE FLOOR WITH TOP EDGE OVER 36 INCHES ABOVE FLOOR AND WITHIN 36 INCHES OF WALKWAY ARE TO BE TEMPERED.
2. ALL GLASS WITHIN 18" OF THE FLOOR IS TO BE TEMPERED.
3. ALL GLASS WITHIN 24" OF ANY DOOR IS TO BE TEMPERED.
4. ALSO SEE SPECIFICATIONS

FIRE EXTINGUISHER LEGEND:

- (FE) FIRE EXTINGUISHER
(SHOWN WITH 75.0' RADIUS CIRCLE)

NOTES:

- 1) FIRE EXTINGUISHER (FE) TO BE MOUNTED ON METAL BRACKET PER MANUFACTURER. (FE) TO BE A MINIMUM 4A-10BC.
- 2) BASED ON NFPA 10 (TABLE E.3.4) THIS BUILDING IS ALLOWED TO HAVE A MAXIMUM OF 6,000 SF. PER FE. (80,080/6,000 = 13 FE'S REQUIRED.) (14) PROVIDED.
- 3) ADDITIONAL FE'S WILL BE INSTALLED IN THE FUTURE OFFICE WITH THE TENANT IMPROVEMENT PERMITS.

GENERAL NOTES:

1. SEE FOUNDATION PLANS FOR ADDITIONAL DIMENSIONS OF ALL OPENINGS (COLUMNS, ETC.) THAT ARE NOT SHOWN.
2. VERIFY ALL UTILITY LOCATIONS AT EXIT FROM BUILDING WITH PLUMBING PLANS. PROVIDE ALL INTERIOR AND EXTERIOR UTILITY LOCATIONS PRIOR TO CONSTRUCTION.
3. SEE SITE PLAN (G1.0) FOR ADDITIONAL INFORMATION ON ITEMS THAT ARE SHOWN OUTSIDE OF BUILDING (WALKS, PARKING, ETC.).
4. DIMENSIONS TAKE PRECEDENCE OVER DRAWING; DO NOT SCALE DRAWINGS TO DETERMINE ANY LOCATIONS. THE ENGINEER SHALL BE NOTIFIED IF ANY DISCREPANCY OCCURS, PRIOR TO CONTINUING WITH WORK.
5. ALL DIMENSIONS ON PLANS ARE FROM THE OUTSIDE FACE OF EXTERIOR WALLS AND CENTERLINE OF INTERIOR WALLS UNLESS OTHERWISE NOTED.
6. EGRESS PATHS WILL BE INCLUDED WITH THE TENANT IMPROVEMENT PERMITS ONCE THE TENANTS ARE KNOWN AND THEIR RACKS AND/OR EQUIPMENT CAN BE SHOWN.

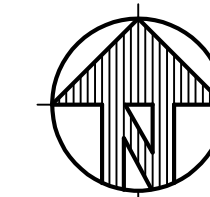
FLOOR PLAN KEYNOTES:

MARK	DESCRIPTION
①	EXTERIOR STOREFRONT WINDOWS PER SPECIFICATIONS.
②	VAPOR BARRIER UNDER SLAB AT ALL LOCATIONS SHOWN WITH HATCH PATTERN  - SEE SPECIFICATIONS FOR TYPE.
③	ELECTRICAL ROOM PER SHEET A7.01 (1,600 AMP SERVICE).
④	FIRE PUMP ROOM PER SHEET A7.01.
⑤	FINISH SIDEWALKS AROUND THE BUILDING AS NOTED ON THE SITE PLANS (SHEETS G.L.1 THROUGH G.L.4).

SEE SHEETS AS NOTED FOR
PARTIAL ENLARGED PLANS

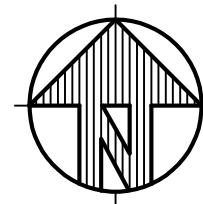
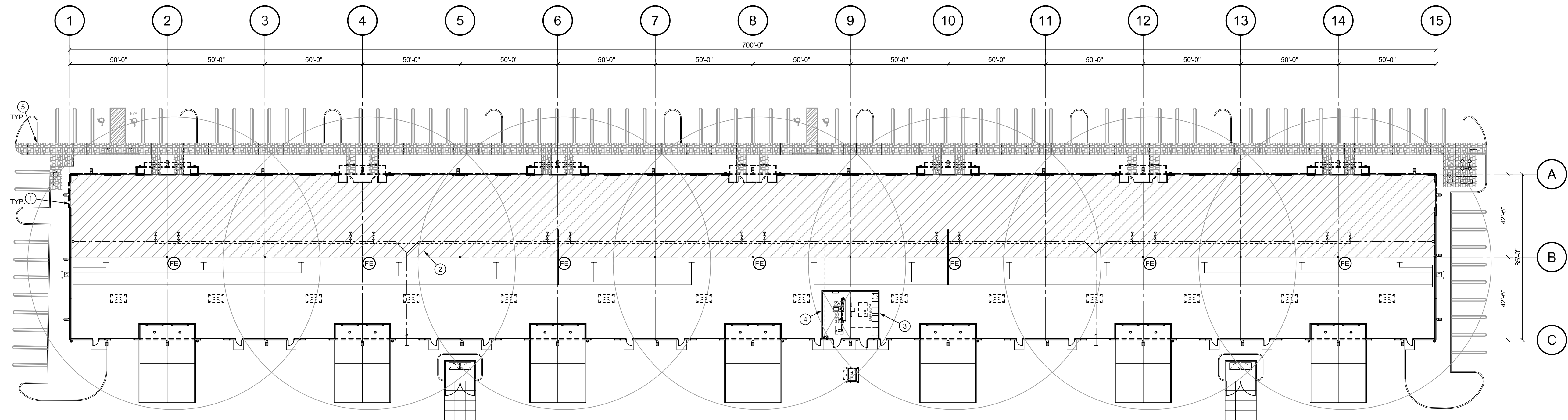
→ A1.05

A1.06



KEY PLAN

N.T.S.


$$1'' = 30.0'$$

1. LOCATE PER #3 BELOW - THICKNESS: R-13 AT 3 5/8" WALL, R-19 AT 6" WALL/CEILING.
2. VAPOR BARRIER: CONDITIONED SIDE OF DEMISING WALLS/CEILINGS SEPARATING CONDITIONED AREAS FROM NON-CONDITIONED AREAS.
3. PROVIDE INSULATION AT THE FOLLOWING LOCATIONS:
 - A. PERIMETER WALLS OF ELECTRICAL AND FIRE PUMP ROOMS.

1. PANES OVER 9 SQUARE FEET AND LESS THAN 18 INCHES ABOVE THE FLOOR WITH TOP EDGE OVER 36 INCHES ABOVE FLOOR AND WITHIN 36 INCHES OF WALKWAY ARE TO BE TEMPERED.
2. ALL GLASS WITHIN 18" OF THE FLOOR IS TO BE TEMPERED.
3. ALL GLASS WITHIN 24" OF ANY DOOR IS TO BE TEMPERED.
4. ALSO SEE SPECIFICATIONS

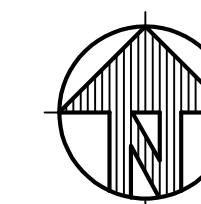
(FE) FIRE EXTINGUISHER
(SHOWN WITH 75.0' RADIUS CIRCLE)

- 1) FIRE EXTINGUISHER (FE) TO BE MOUNTED ON METAL BRACKET PER MANUFACTURER. (FE) TO BE A MINIMUM 4A-10BC.
- 2) BASED ON NFPA 10 (TABLE E.3.4) THIS BUILDING IS ALLOWED TO HAVE A MAXIMUM OF 6,000 SF. PER FE. (109,200/6,000 = 18 FE'S REQUIRED.) (14) PROVIDED.
- 3) ADDITIONAL FE'S WILL BE INSTALLED IN THE FUTURE OFFICE WITH THE TENANT IMPROVEMENT PERMITS.

1. SEE FOUNDATION PLANS FOR ADDITIONAL DIMENSIONS OF ALL OPENINGS (DOORS, ETC.) THAT ARE NOT SHOWN.
2. VERIFY ALL UTILITY LOCATIONS AT EXIT FROM BUILDING WITH PLUMBING PLANS. COORDINATE ALL INTERIOR AND EXTERIOR UTILITY LOCATIONS PRIOR TO CONSTRUCTION.
3. SEE SITE PLAN (G10) FOR ADDITIONAL INFORMATION ON ITEMS THAT ARE SHOWN OUTSIDE OF BUILDING (WALKS, PARKING, ETC.).
4. DIMENSIONS TAKE PRECEDENCE OVER DRAWING; DO NOT SCALE DRAWING TO DETERMINE ANY LOCATIONS. THE ENGINEER SHALL BE NOTIFIED IF ANY DISCREPANCY OCCURS, PRIOR TO CONTINUING WITH WORK.
5. ALL DIMENSIONS ON PLANS ARE FROM THE OUTSIDE FACE OF EXTERIOR WALLS AND CENTERLINE OF INTERIOR WALLS UNLESS OTHERWISE NOTED.
6. EGRESS PATHS WILL BE INCLUDED WITH THE TENANT IMPROVEMENT PERMITS ONCE THE TENANTS ARE KNOWN AND THEIR RACKS AND/OR EQUIPMENT CAN BE SHOWN.

MARK	DESCRIPTION
①	EXTERIOR STOREFRONT WINDOWS PER SPECIFICATIONS.
②	VAPOR BARRIER UNDER SLAB AT ALL LOCATIONS SHOWN WITH HATCH PATTERN - SEE SPECIFICATIONS FOR TYPE.
③	ELECTRICAL ROOM PER SHEET A7.01 (2,000 AMP SERVICE).
④	FIRE PUMP ROOM PER SHEET A7.01.
⑤	FINISH SIDEWALKS AROUND THE BUILDING AS NOTED ON THE SITE PLANS (SHEETS G1.1 THROUGH G1.4).

A1.14



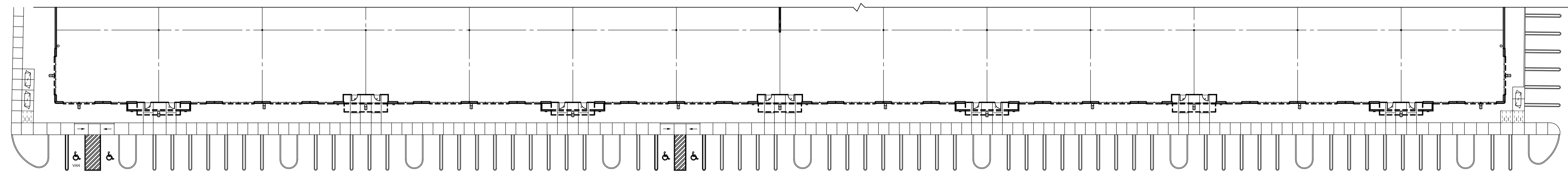
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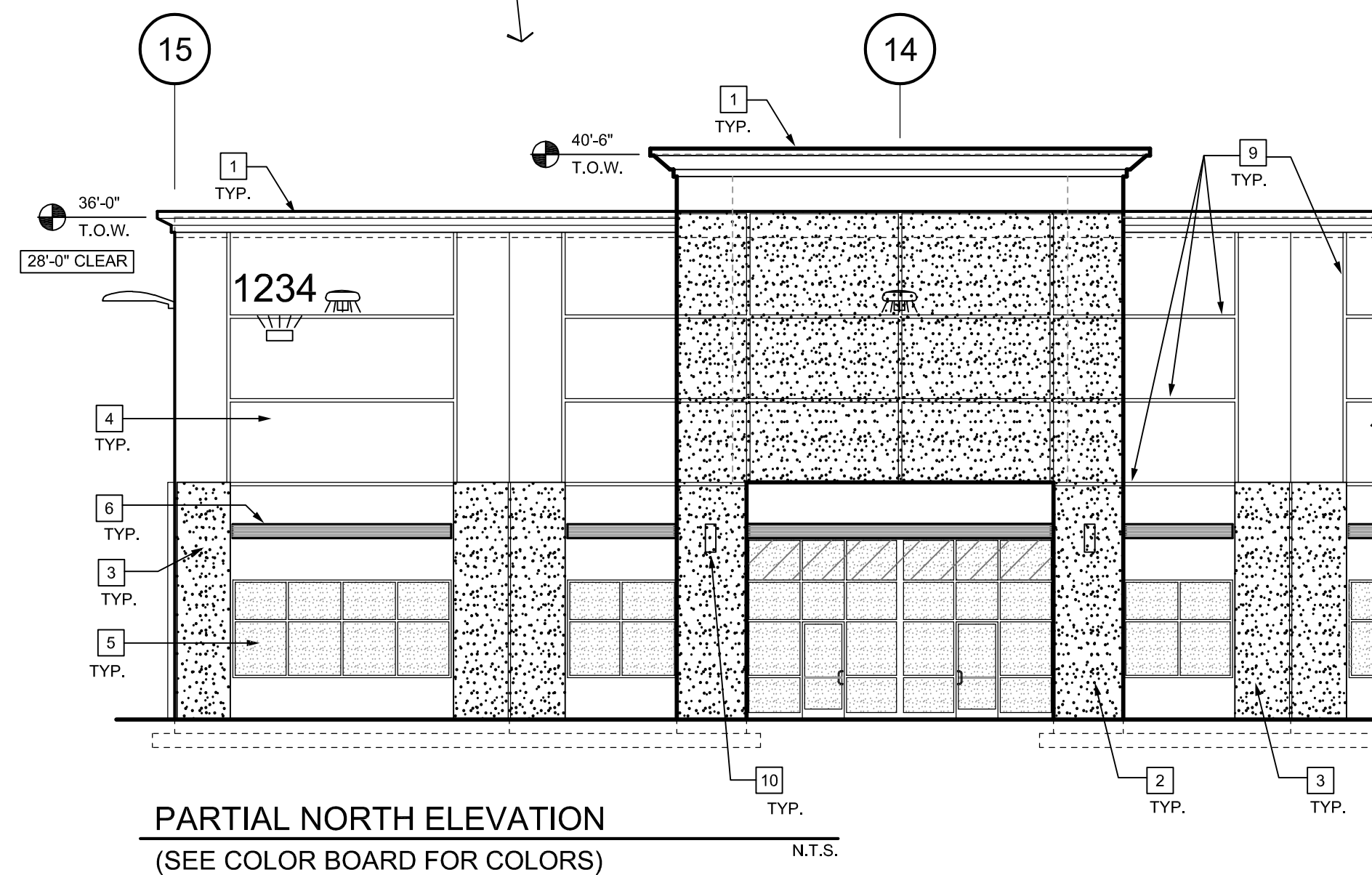
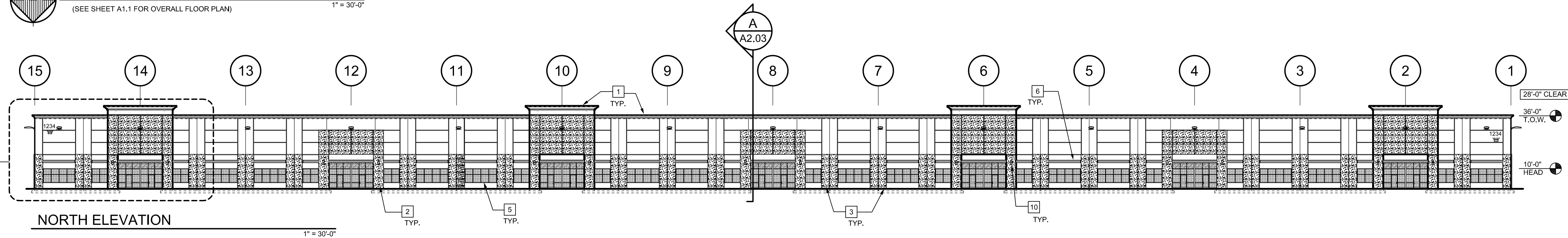
BGL	CMP
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A1.12



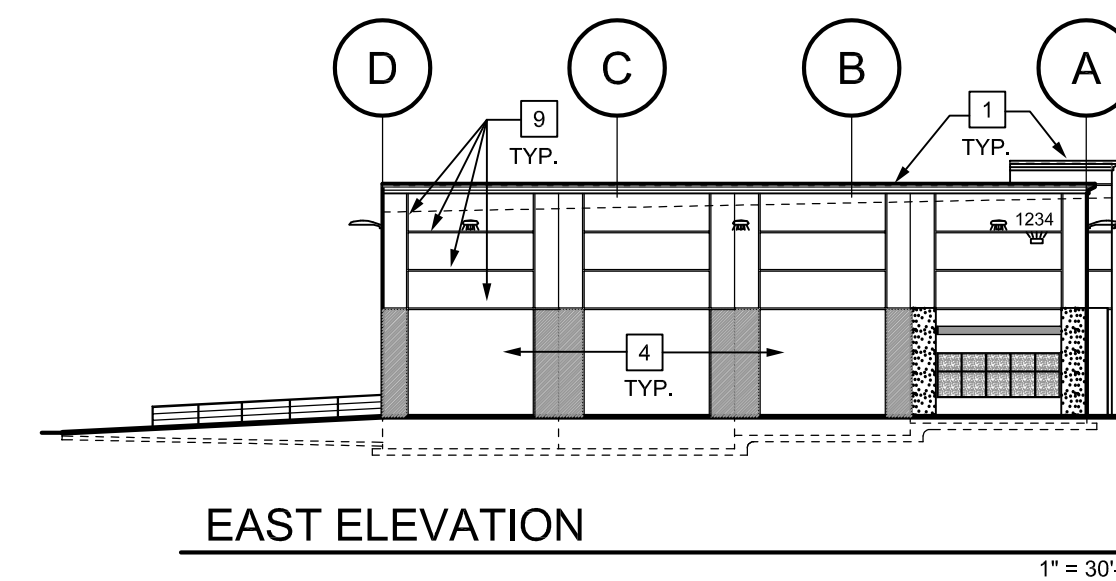
 PARTIAL FLOOR PLAN
(SEE SHEET A1.1 FOR OVERALL FLOOR PLAN) 1" = 30'-0"



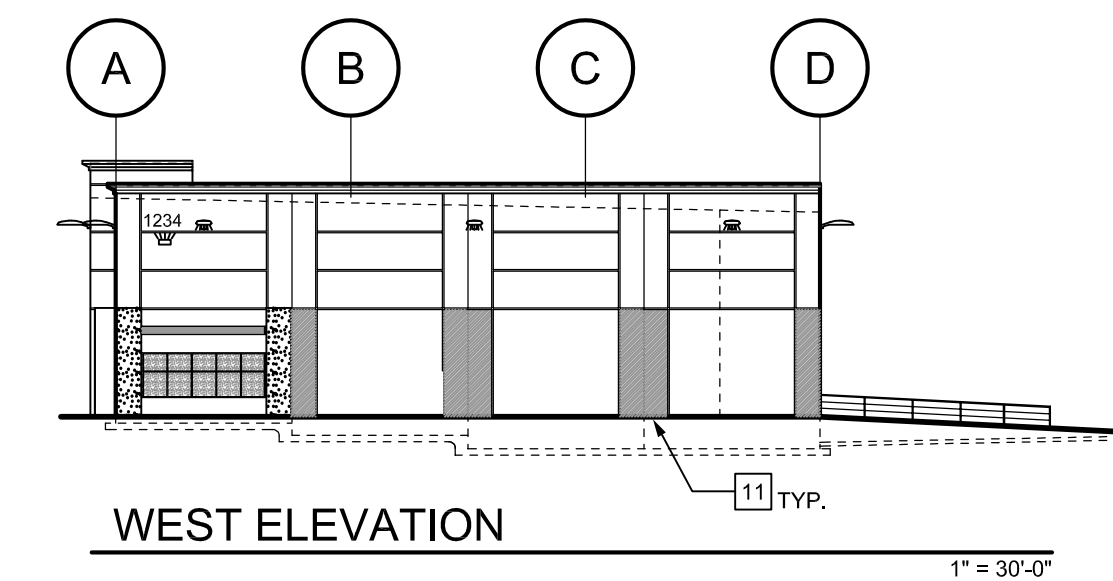
PARTIAL NORTH ELEVATION
(SEE COLOR BOARD FOR COLORS)

ELEVATION KEYNOTES:

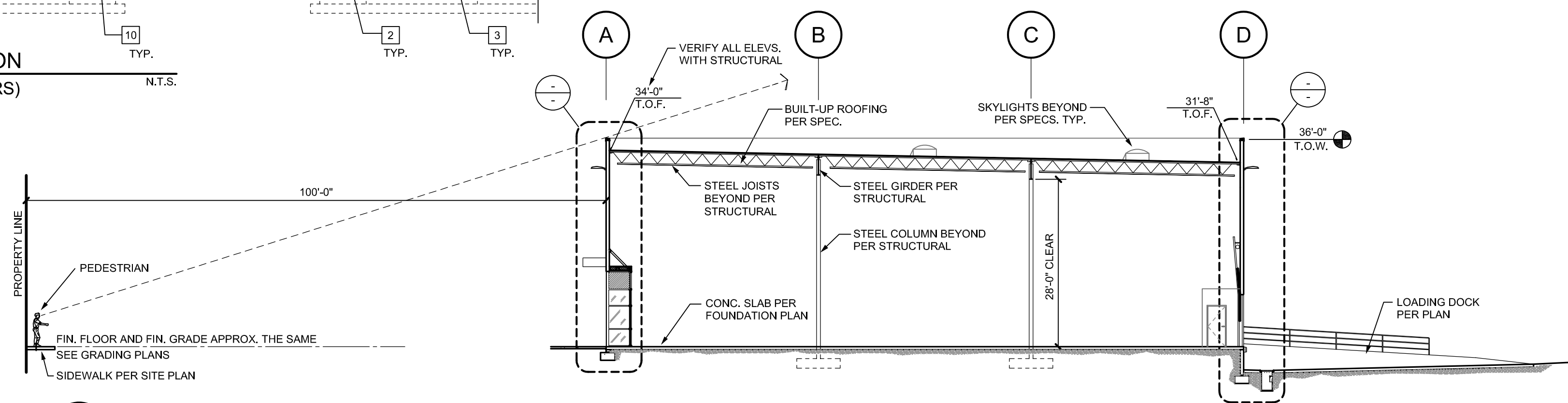
MARK	DESCRIPTION
1	METAL CORNICE AT PARAPET ON ALL SIDES EXCEPT THE REAR OF THE BUILDING.
2	CONCRETE PANELS ON FRONT OF THE BUILDING (SEE PLAN) WITH HEAVY TEXTURED PAINT.
3	CONCRETE STACK PANELS WITH HEAVY TEXTURED PAINT. SEE FLOOR PLAN FOR ALL LOCATIONS.
4	CONCRETE TILT-UP PANELS ON ALL SIDES.
5	ALUM. STOREFRONT WINDOWS.
6	STEEL ACCENT BEAM OVER WINDOWS.
7	OVERHEAD DOOR (GRADE DOORS AND DOCK DOORS).
8	EXTERIOR MANDOOR WITH 3' X 3' GLASS TRANSOM AT THE TOP.
9	1/2" X 3" REVEAL WHERE SHOWN.
10	SCONCE LIGHTS AT ENTRIES.
11	ACCENT PAINT (HATCHED) TO MATCH STACK PANEL COLOR AND FINISH.



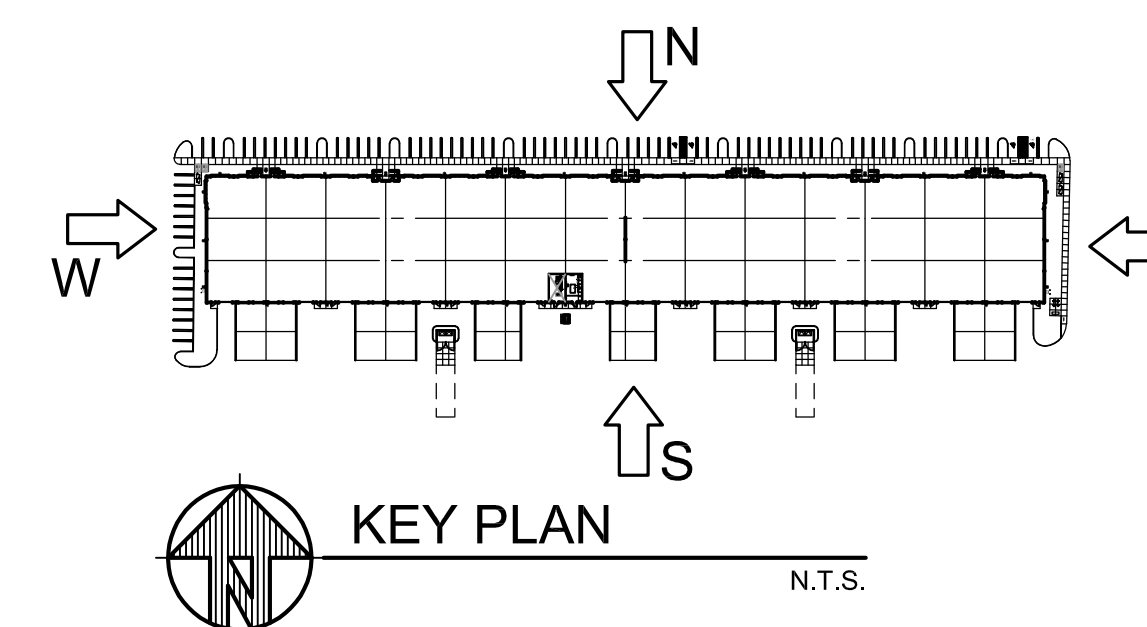
EAST ELEVATION



WEST ELEVATION



A
BUILDING SECTION
0-SECT-SHORT.dwg
1/16" = 1'-0"



KEY PLAN

N.T.S.

REVISED MODIFIED STAGE I
AND STAGE II INTAKE SET:
08-01-22

[illegible]

DATE DECEMBER 2021	
SCALE AS NOTED	PROJ. NO. 20210696
DRAWN BGL	CHECKED CMP

OVERALL EXTERIOR
ELEVATIONS
BUILDING B

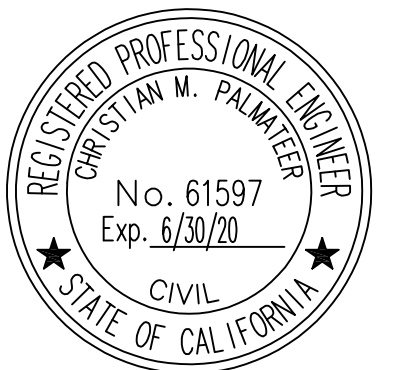
A2.03

PROJECT NAME

BLUE OAKS
COMMERCE
CENTER (BOCC)

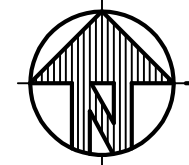
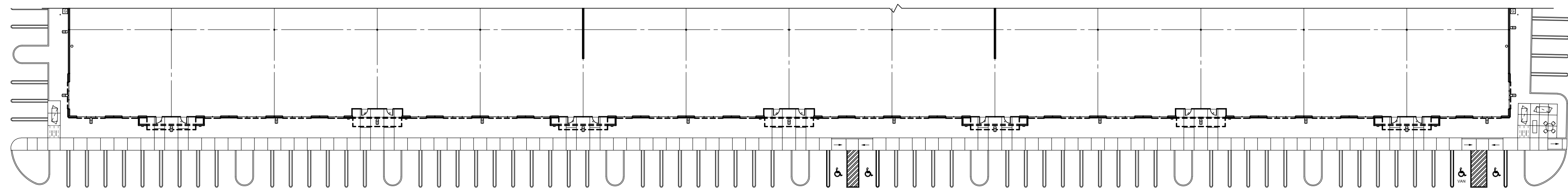
2200 FREEDOM WAY
ROSEVILLE, CA.

REVISED MODIFIED STAGE I
AND STAGE II INTAKE SET:
08-01-22

[illegible]

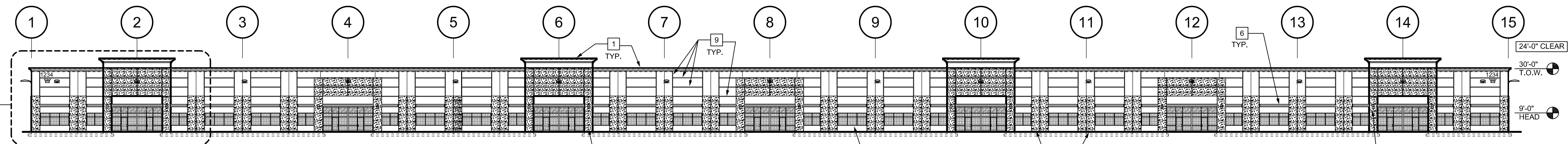
DATE DECEMBER 2021	
SCALE AS NOTED	PROJ. NO. 20210696
DRAWN BGL	CHECKED CMP

OVERALL EXTERIOR
ELEVATIONS
BUILDING C

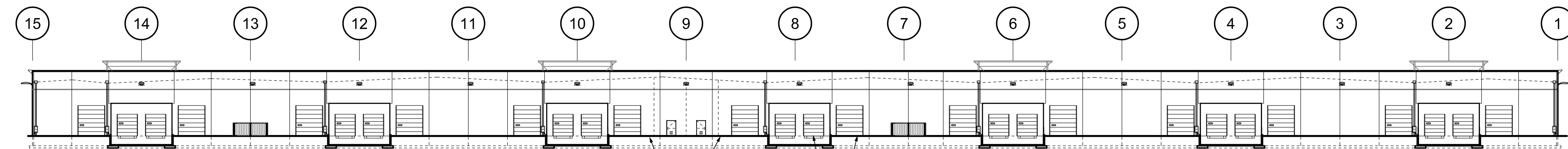


PARTIAL FLOOR PLAN

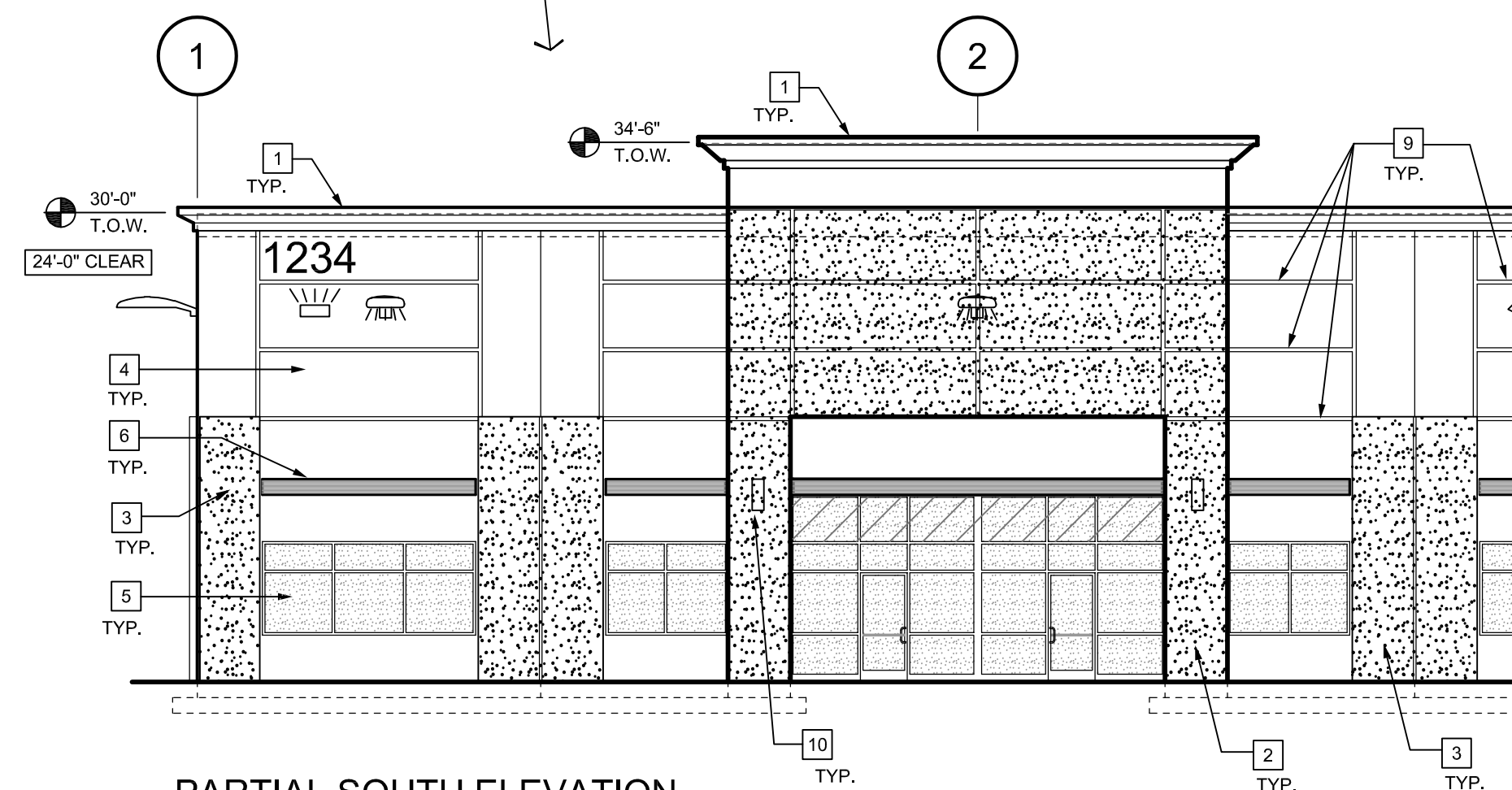
(SEE SHEET A1.2 FOR OVERALL FLOOR PLAN)

$$1'' = 30'-0''$$


SOUTH ELEVATION

$$1^{\circ} = 30'-0''$$


NORTH ELEVATION

$$1^{\circ} = 30'-0''$$


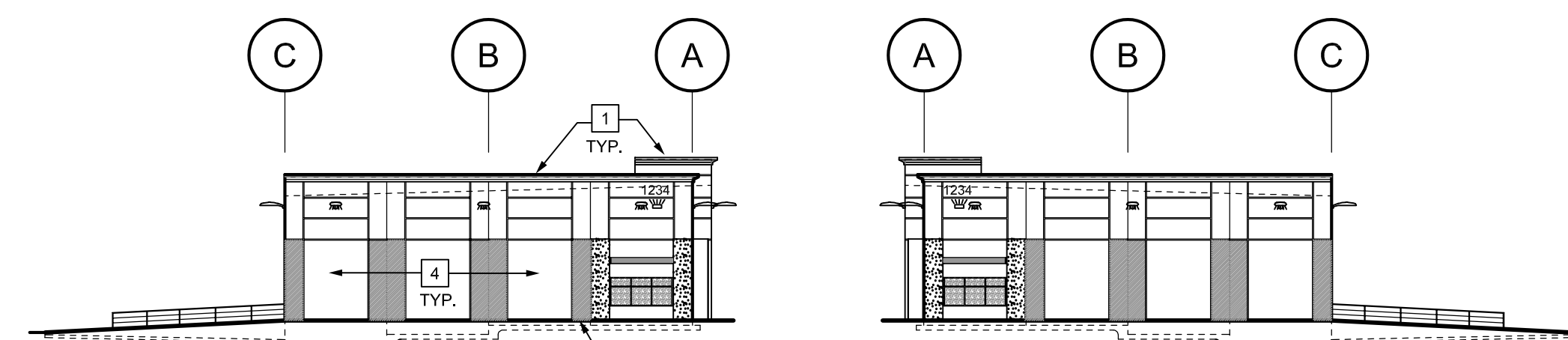
PARTIAL SOUTH ELEVATION

(SEE COLOR BOARD FOR COLORS)

N.T.S.

ELEVATION KEYNOTES:

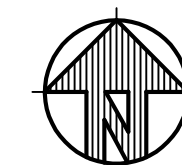
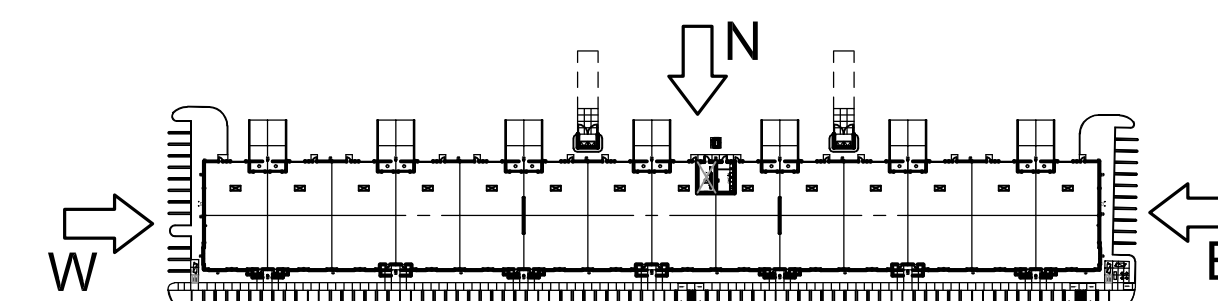
MARK	DESCRIPTION
1	METAL CORNICE AT PARAPET ON ALL SIDES EXCEPT THE REAR OF THE BUILDING.
2	CONCRETE PANELS OUT IN FRONT OF THE BUILDING (SEE PLAN) WITH HEAVY TEXTURED PAINT.
3	CONCRETE STACK PANELS WITH HEAVY TEXTURED PAINT. SEE FLOOR PLAN FOR ALL LOCATIONS.
4	CONCRETE TILT-UP PANELS ON ALL SIDES.
5	ALUM. STOREFRONT WINDOWS.
6	STEEL ACCENT BEAM OVER WINDOWS.
7	OVERHEAD DOOR (GRADE DOORS AND DOCK DOORS).
8	EXTERIOR MANDOOR WITH 3' X 3' GLASS TRANSOM AT THE TOP.
9	1/2" X 3" REVEAL WHERE SHOWN.
10	SCONCE LIGHTS AT ENTRIES.
11	ACCENT PAINT (HATCHED) TO MATCH STACK PANEL COLOR AND FINISH.



WEST ELEVATION

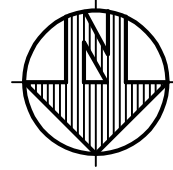
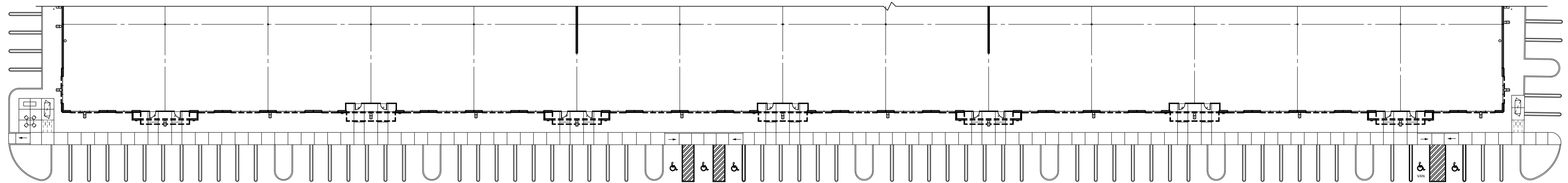
1" = 30'-0"

EAST ELEVATION

$$1'' = 30' - 0''$$


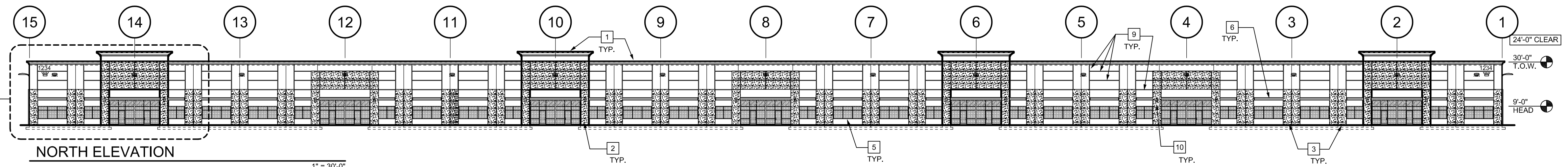
KEY PLAN

N.T.S.



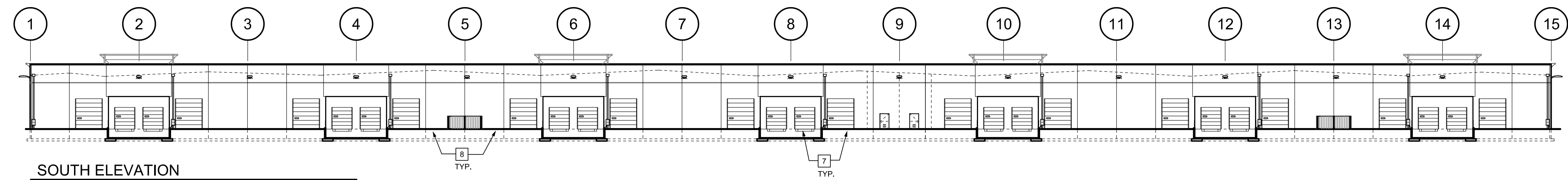
PARTIAL FLOOR PLAN

(SEE SHEET A1.3 FOR OVERALL FLOOR PLAN)

$$1^{\circ} = 30'-0''$$


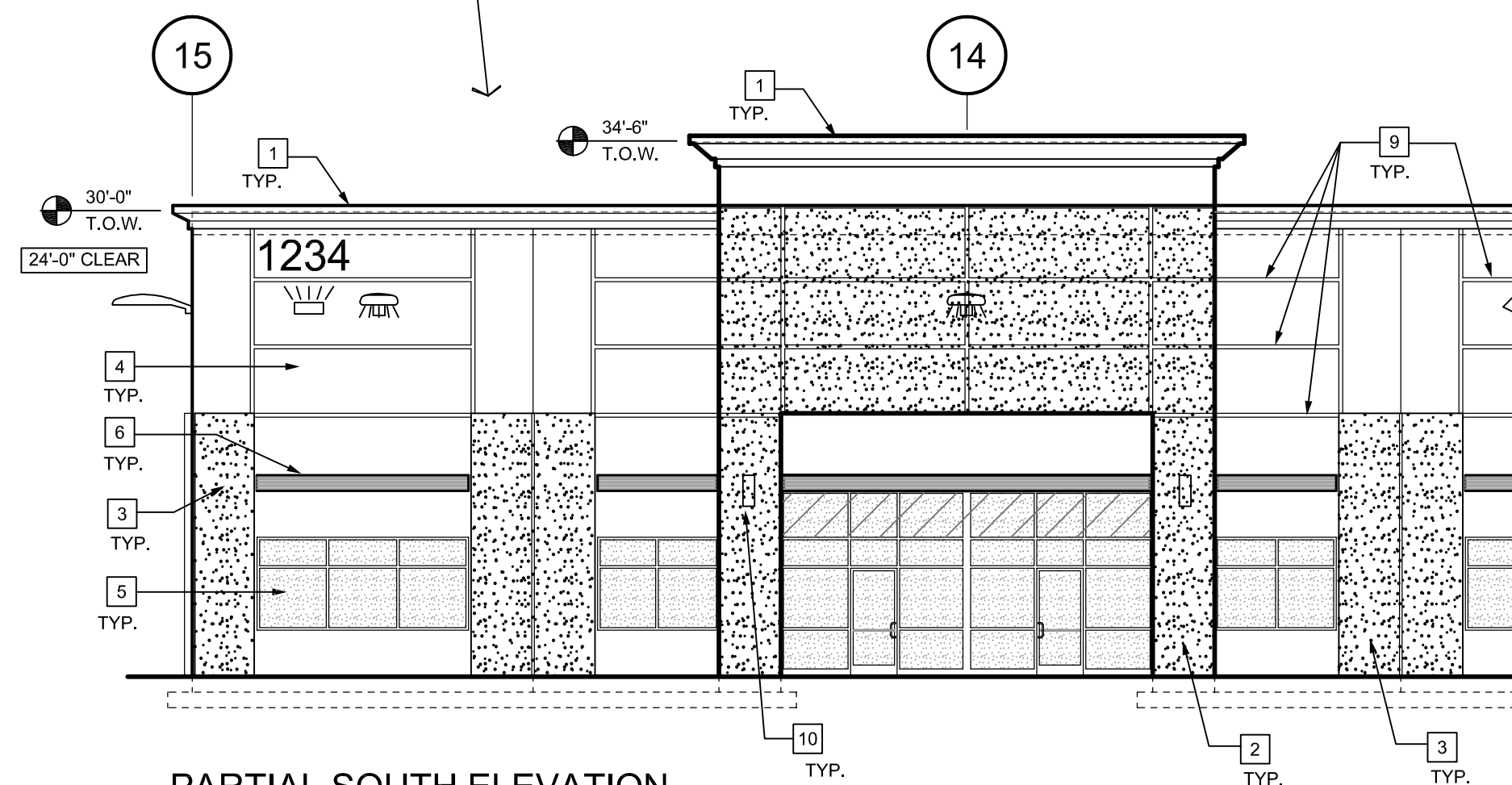
NORTH ELEVATION

1" = 30'-0"



SOUTH ELEVATION

1" = 30'-0"



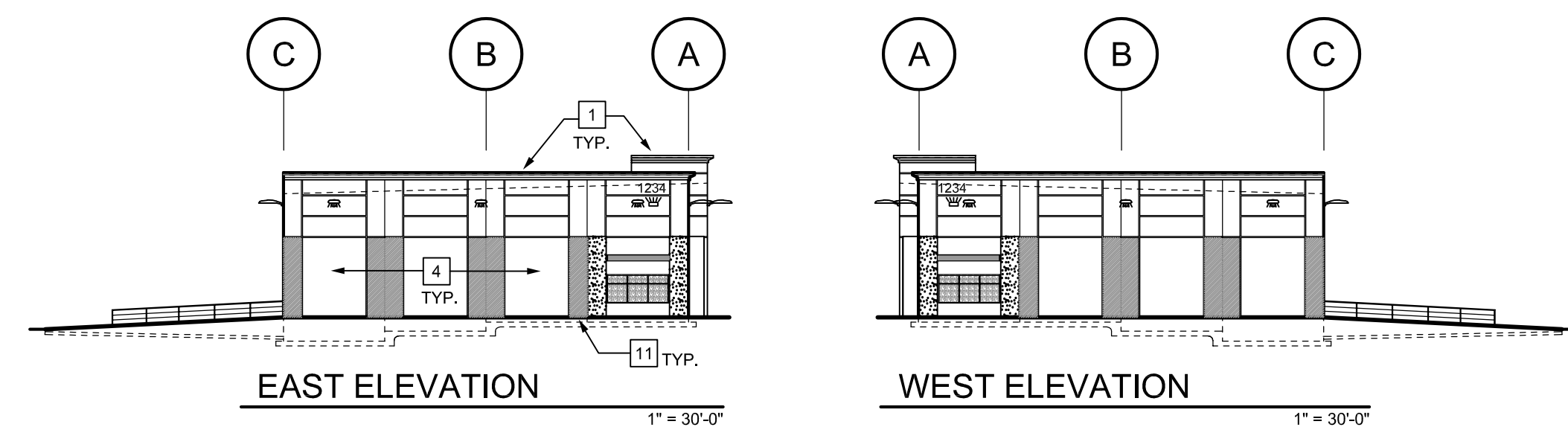
PARTIAL SOUTH ELEVATION

(SEE COLOR BOARD FOR COLORS)

N.T.S.

ELEVATION KEYNOTES:

MARK	DESCRIPTION
1	METAL CORNICE AT PARAPET ON ALL SIDES EXCEPT THE REAR OF THE BUILDING.
2	CONCRETE PANELS OUT IN FRONT OF THE BUILDING (SEE PLAN) WITH HEAVY TEXTURED PAINT.
3	CONCRETE STACK PANELS WITH HEAVY TEXTURED PAINT. SEE FLOOR PLAN FOR ALL LOCATIONS.
4	CONCRETE TILT-UP PANELS ON ALL SIDES.
5	ALUM. STOREFRONT WINDOWS.
6	STEEL ACCENT BEAM OVER WINDOWS.
7	OVERHEAD DOOR (GRADE DOORS AND DOCK DOORS).
8	EXTERIOR MANDOUR WITH 3' X 3' GLASS TRANSOM AT THE TOP.
9	1/2" X 3" REVEAL WHERE SHOWN.
10	SCONCE LIGHTS AT ENTRIES.
11	ACCENT PAINT (HATCHED) TO MATCH STACK PANEL COLOR AND FINISH.

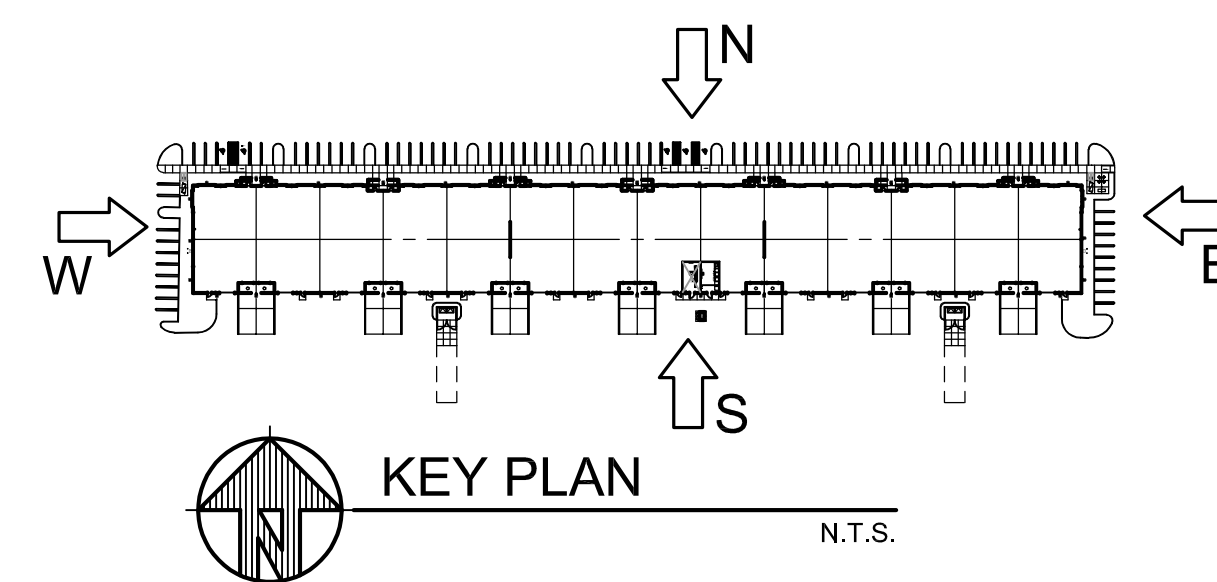


EAST ELEVATION

1" = 30'-0"

WEST ELEVATION

1" = 30'-0"



KEY PLAN

N.T.S.

PROJECT NAME

BLUE OAKS
COMMERCE
CENTER (BOCC)

2200 FREEDOM WAY
ROSEVILLE, CA.

REVISED MODIFIED STAGE I
AND STAGE II INTAKE SET:
08-01-22

[illegible]

DATE DECEMBER 2021	
SCALE AS NOTED	PROJ. NO. 20210696
DRAWN BGL	CHECKED CMP

OVERALL EXTERIOR
ELEVATIONS
BUILDING D

A2.09

PROJECT NAME

BLUE OAKS
COMMERCE
CENTER (BOCC)

2200 FREEDOM WAY
ROSEVILLE, CA.

REVISED MODIFIED STAGE I
AND STAGE II INTAKE SET:
08-01-22

REVISIONS

[illegible]

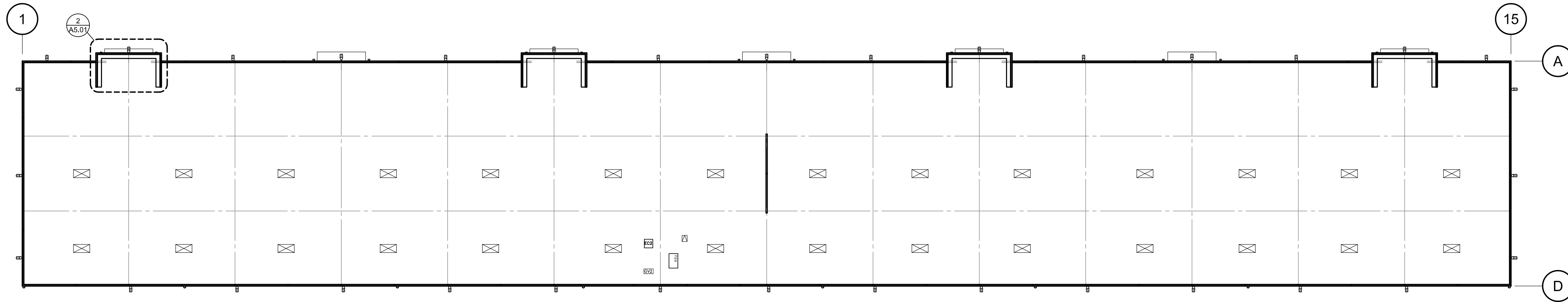
DATE DECEMBER 2021

SCALE	PROJ. NO.
AS NOTED	20210696

DRAWN	CHECKED
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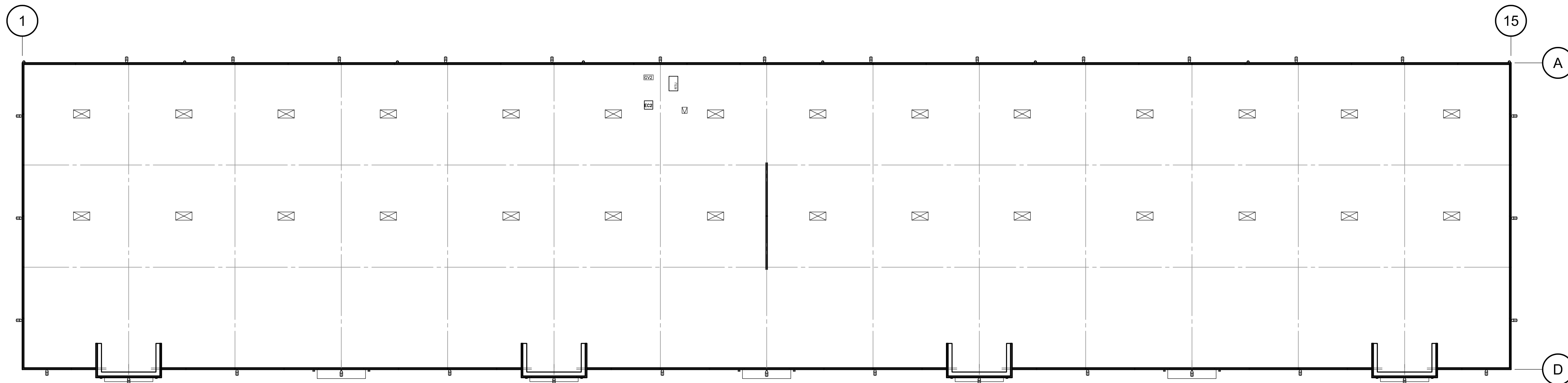
ROOF PLANS AND DETAILS BUILDINGS A AND B

A5.00



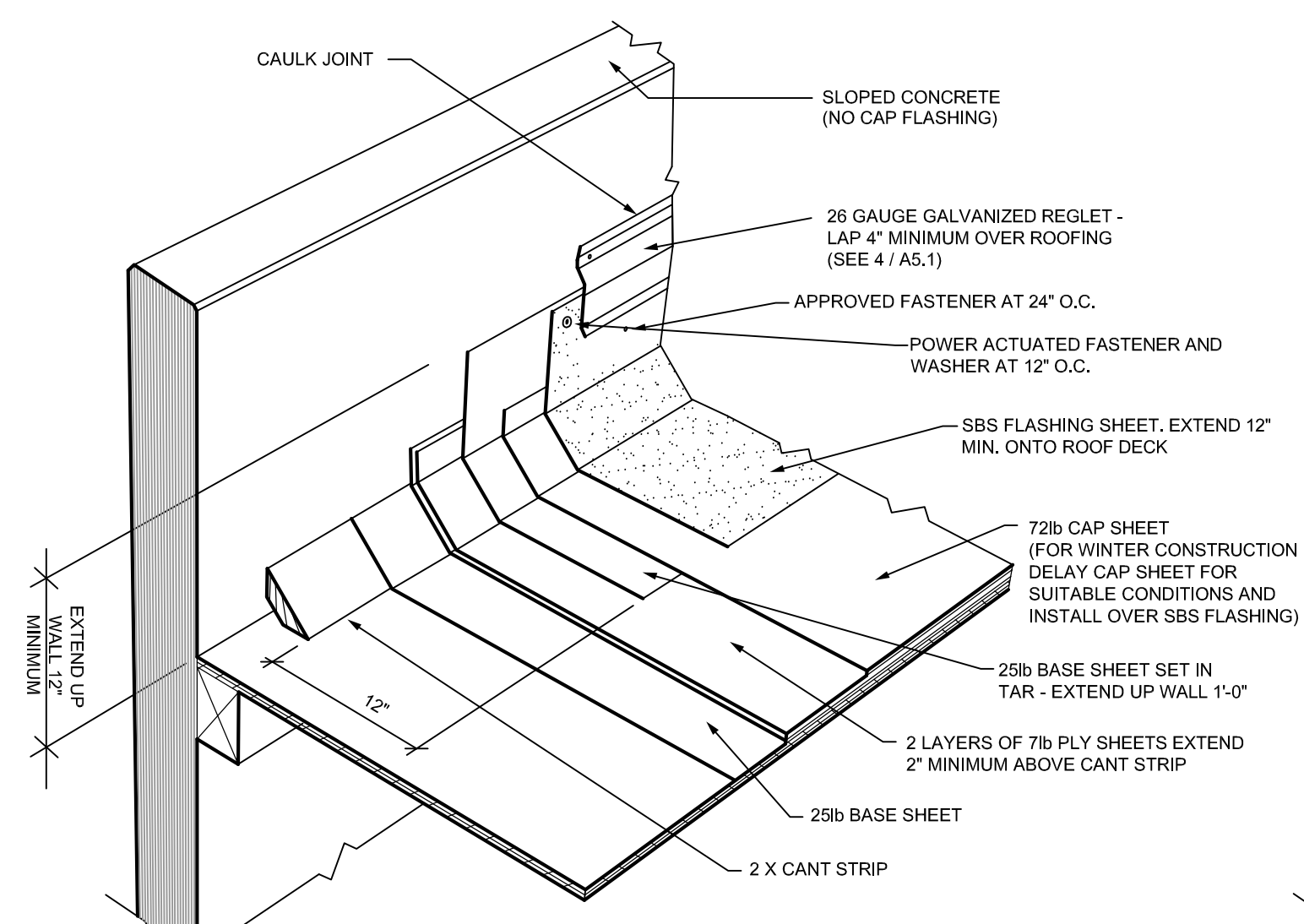
ROOF PLAN - BUILDING B

1" = 30.0'

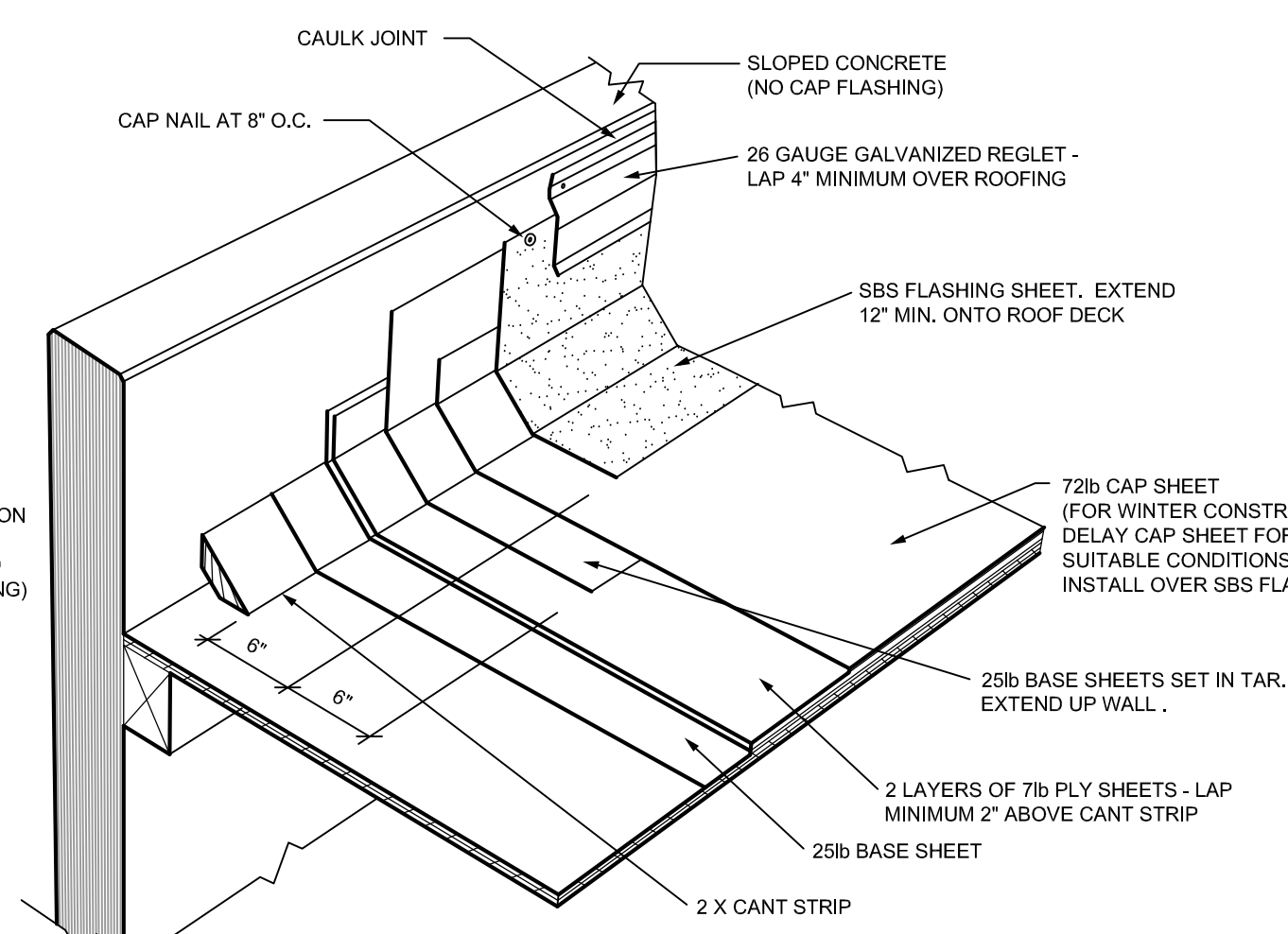


ROOF PLAN - BUILDING A

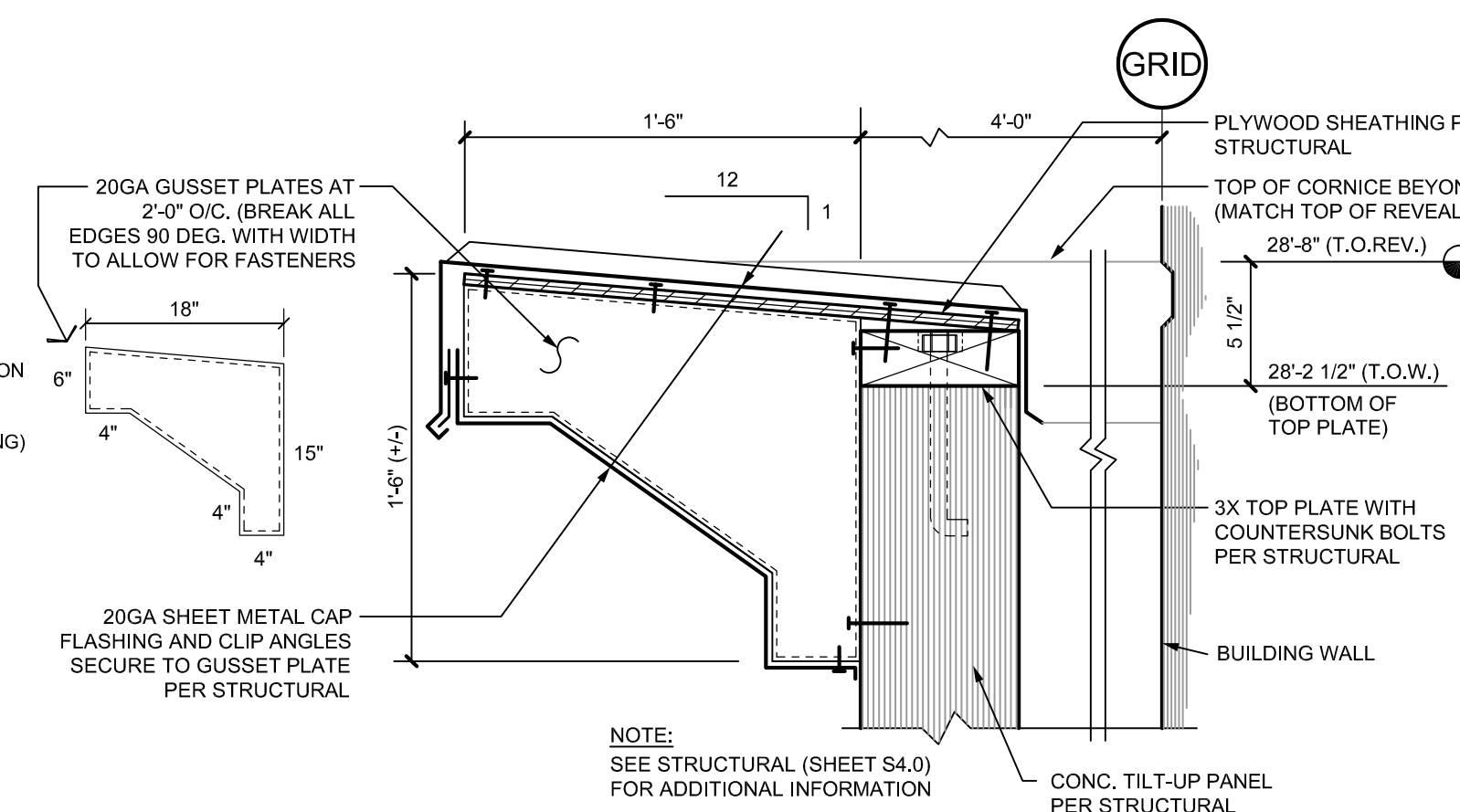
1" = 30.0'



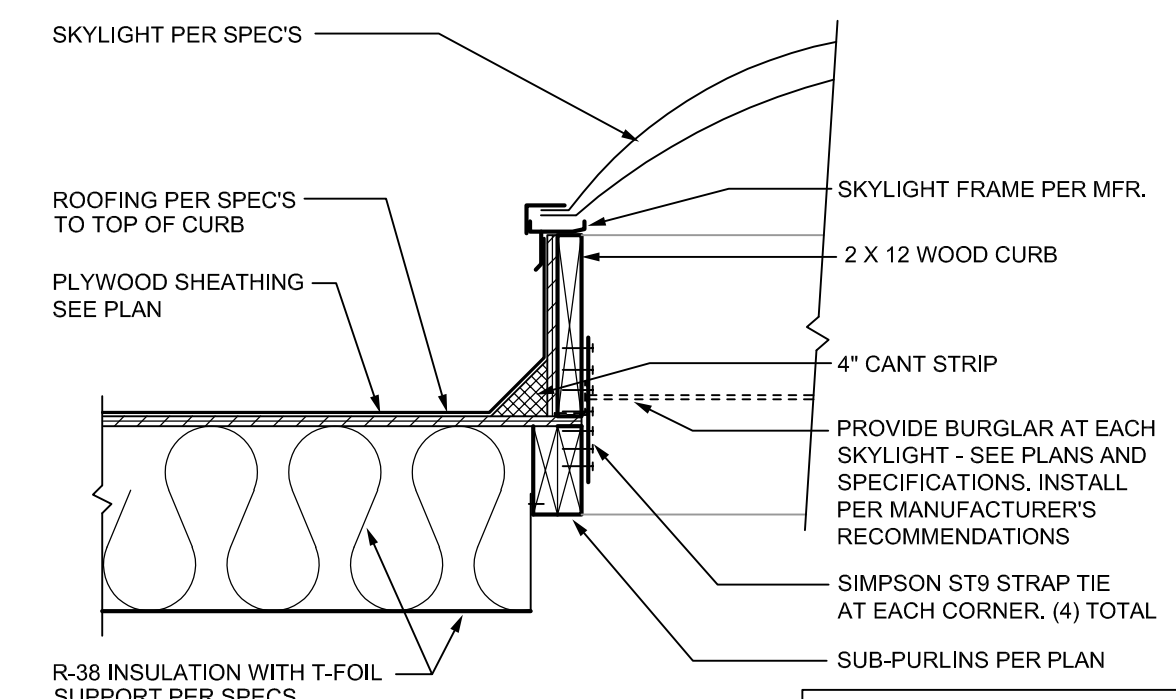
1 PARAPET DETAIL ABOVE 12"



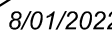
2 PARAPET DETAIL BELOW 12"
A5.00 RF101.dwg 1" = 1'-0"



3 CORNICE DETAIL
A5.00 PARAPET-2.dwg 1 1/2" = 1'-0"



4 SKYLIGHT DETAIL
A5.00 RF107.dwg 1" = 1'-0"

[illegible]

DRAWN	CHECKED
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SL1.1



LIGHTING FIXTURE SCHEDULE													
Fixture ID	Physical Description	Manufacturer	Catalog #	Mounting	Distribution Type	Lamp Type	Color Temp	Fixture Watts	Lumens	Voltage	Mounting Height	Hardware	
WA	WALL	LITHONIA	WSR P2 40K SR4 MVOLT E20WC	WALL	4	LED	4000 K	29	3053	277	9'-0"	EMERGENCY BATTERY BACKUP	
W2B	WALL	LITHONIA	DSX1 LED P4 40K T2M MVOLT	WALL	2	LED	4000 K	125	0	277	25'-0"	WALL BRACKET	
W4A	WALL	LITHONIA	DSX1 LED P3 40K T4M MVOLT	WALL	4	LED	4000 K	102	0	277	25'-0"	WALL BRACKET	
W4B	WALL	LITHONIA	DSX1 LED P4 40K T4M MVOLT	WALL	4	LED	4000 K	125	0	277	25'-0"	WALL BRACKET	
P2	POLE	LITHONIA	DSX1 LED P3 40K T2M MVOLT	POLE	2	LED	4000 K	102	0	277	25'-0"	PROVIDE WITH POLE BASE	
D	DOWNLIGHT	LITHONIA	LDN6-40/25-L06AR	RECESSED	-	LED	4000 K	28.3	0	277	CANOPY		
DE	DOWNLIGHT	LITHONIA	LDN6-40/25-L06AR-E10WCP	RECESSED	-	LED	4000 K	28.3	0	277	CANOPY	EMERGENCY BATTERY BACKUP	
E	UP/DOWN	LUMINIS	SY602-L2L25-R15D-R1RU-277V-(FINISH)	WALL	-	LED	4000 K	51	0	277	9'-0"	VERIFY FINISH, LIGHT COLOR	
S	SIGN LIGHT	LITHONIA	DSXF1 P1 30K HMF MVOLT IS DDBXD	GROUND	0	LED	3000 K	21	2329	277			

0.0	CALCULATED LIGHT LEVEL, IN FOOTCANDLES (FC). LIGHT CALCULATIONS ARE AT GROUND LEVEL IN THE HORIZONTAL PLANE, UNLESS OTHERWISE INDICATED
0.5	LIGHTING LEVEL ISOLINE, VALUE AS INDICATED IN FOOTCANDLES (FC)
	POLE LIGHT - SINGLE LUMINAIRE
	POLE LIGHT - 2 LUMINAIRES
	WALL LUMINAIRE
	SIGN LIGHT, GROUND-MOUNTED
	CEILING LUMINAIRE: RECESSED DOWNLIGHT
	ELECTRICAL SHEET NOTE DESIGNATOR
	LETTER DESIGNATES LUMINAIRE TYPE (REFER TO LUMINAIRE SCHEDULE)
MH	MOUNTING HEIGHT

1. REFER TO LIGHTING FIXTURE SCHEDULE, SHEET SL1.1, FOR LIGHTING FIXTURE MOUNTING HEIGHTS.
2. AREA LIGHTING (TYPES W2A, W2B, W4A, W4B, P2) ARE FULL CUTOFF FIXTURES, WITH NO UPLIGHT COMPONENT.

PROJECT NAME
**BLUE OAKS
COMMERCE
CENTER (BOCC)**

2200 FREEDOM WAY
ROSEVILLE, CA.

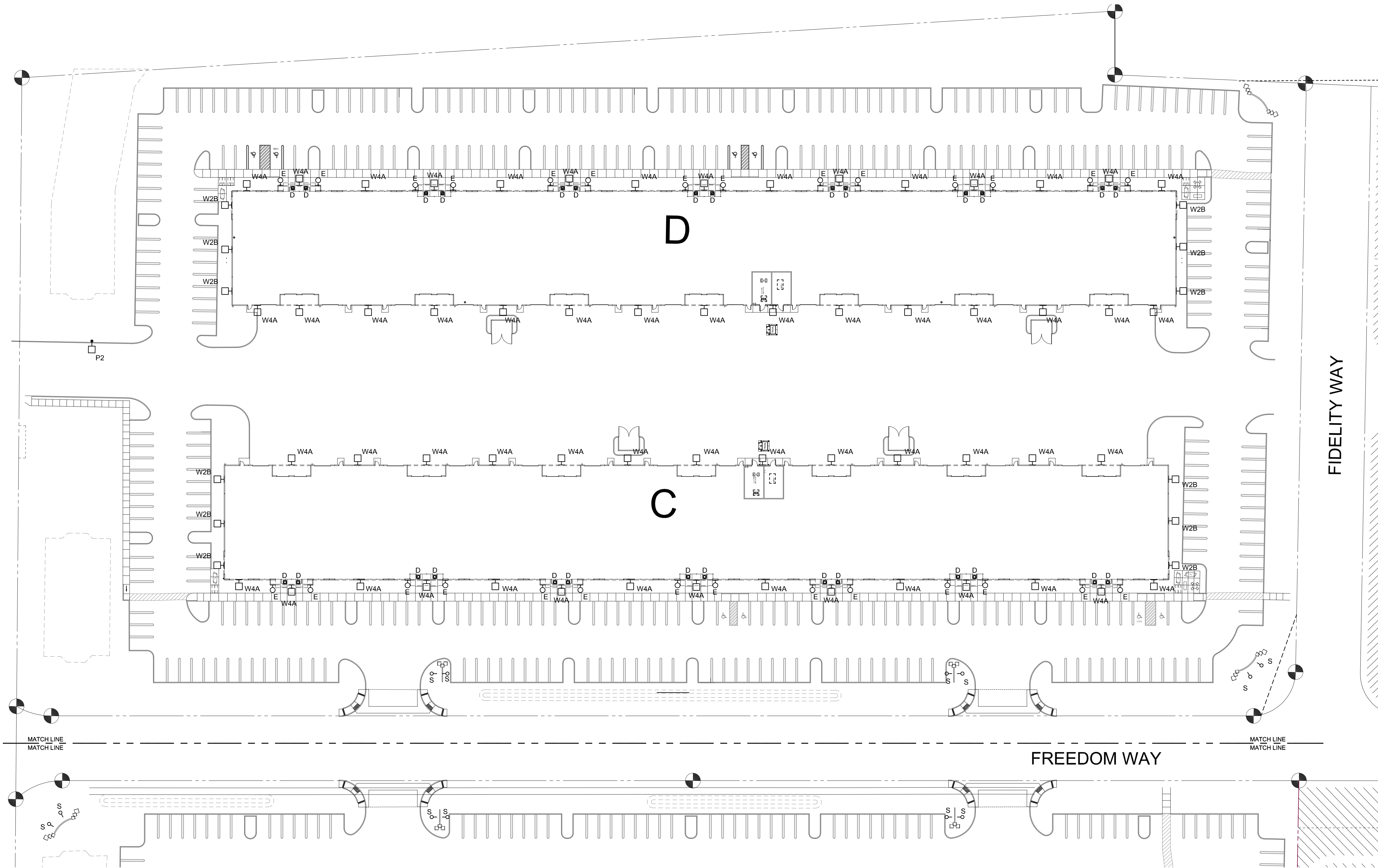
**REVISED MODIFIED STAGE I
AND STAGE II INTAKE SET:
08-01-22**

REVISIONS		
	DATE	DESCRIPTION

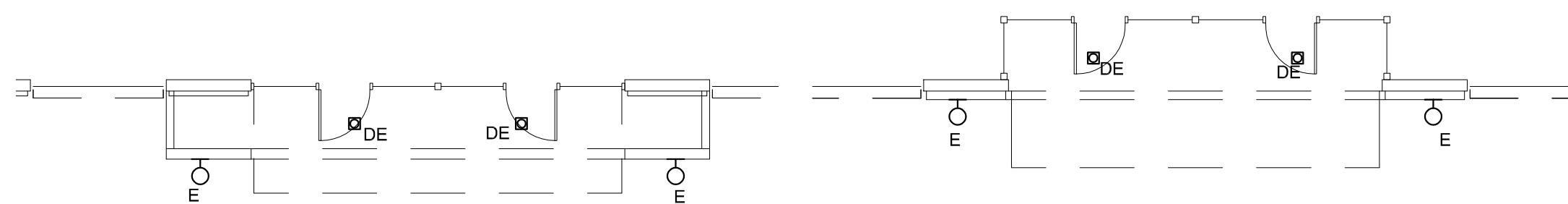


DATE	AUGUST 1, 2022
SCALE	AS NOTED
DRAWN	CHECKED

SITE LIGHTING PLAN



1 SITE LIGHTING PLAN - NORTH
1"=40'-0"



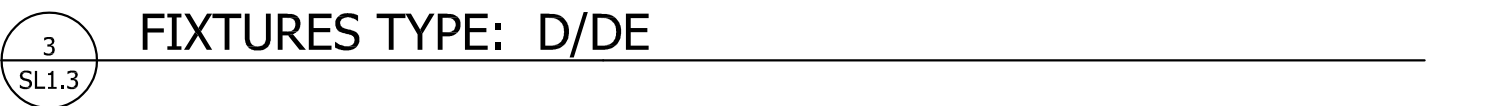
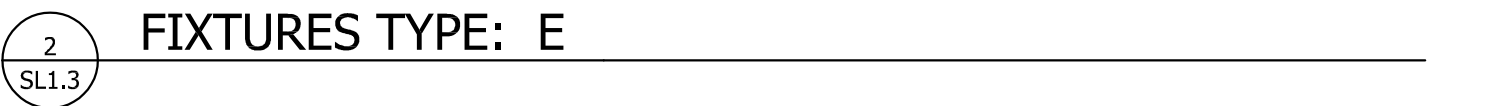
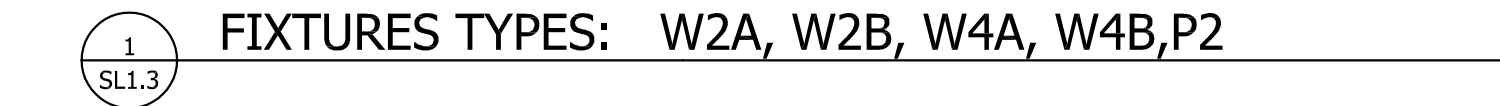
2 DETAIL - LIGHTING AT ENTRY (TYP.)
1/8"=1'-0"

LEGEND - SITE LIGHTING

- + 0.0 CALCULATED LIGHT LEVEL, IN FOOTCANDLES (FC). LIGHT CALCULATIONS ARE AT GROUND LEVEL IN THE HORIZONTAL PLANE, UNLESS OTHERWISE INDICATED.
- 0.5 LIGHTING LEVEL ISOLINE, VALUE AS INDICATED IN FOOTCANDLES (FC)
- □ POLE LIGHT - SINGLE LUMINAIRE
- □ POLE LIGHT - 2 LUMINAIRES
- □ WALL LUMINAIRE
- ○ SIGN LIGHT, GROUND-MOUNTED
- ☐ CEILING LUMINAIRE: RECESSED DOWNLIGHT
- ⑤ ELECTRICAL SHEET NOTE DESIGNATOR
- □ SD LETTER DESIGNATES LUMINAIRE TYPE (REFER TO LUMINAIRE SCHEDULE)
- MH MOUNTING HEIGHT

GENERAL NOTES

- REFER TO LIGHTING FIXTURE SCHEDULE, SHEET SL1.1, FOR LIGHTING FIXTURE MOUNTING HEIGHTS.
- AREA LIGHTING (TYPES W2A, W2B, W4A, W4B, P2) ARE FULL CUTOFF FIXTURES, WITH NO UPLIGHT COMPONENT.

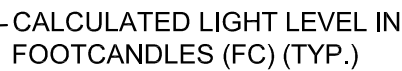


2200 FREEDOM WAY
ROSEVILLE, CA.

[illegible]

SITE LIGHTING PHOTOMETRIC PLAN

SL2.1



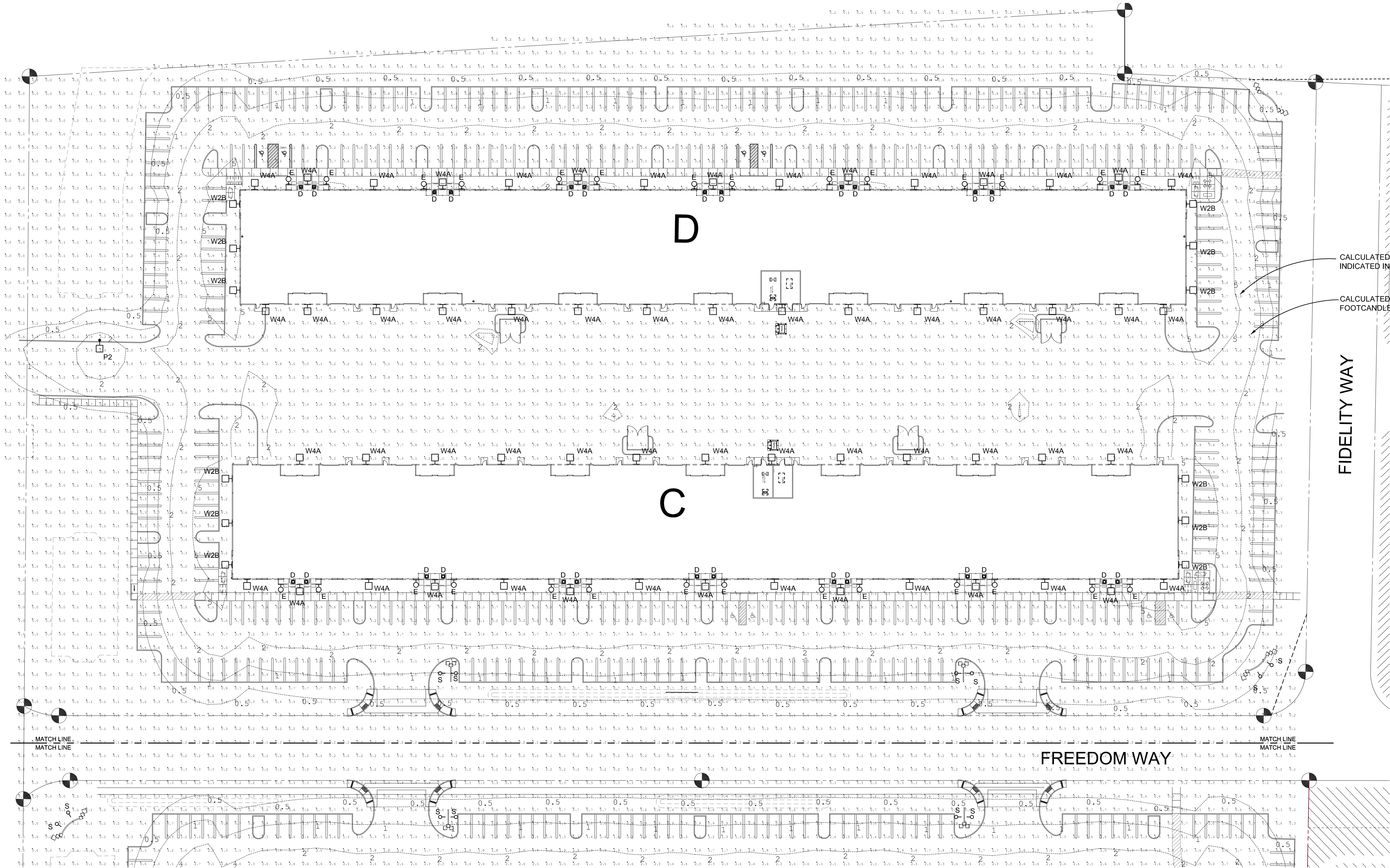
LIGHTING FIXTURE SCHEDULE												
FIXTURE ID	PHYSICAL DESCRIPTION	MANUFACTURER	CATALOG #	MOUNTING	DISTRIBUTION TYPE	LAMP TYPE	COLOR TEMP	FIXTURE WATTS	LUMENS	VOLTAGE	MOUNTING HEIGHT	HARDWARE
WA	WALL	LITHONIA	WSR P2 40K SR4 MVOLT E20WC		4	LED	4000 K	29	3053	277	9'-0"	EMERGENCY BATTERY BACKUP
W2B	WALL	LITHONIA	DSX1 LED P4 40K T2M MVOLT	WALL	2	LED	4000 K	125	0	277	25'-0"	WALL BRACKET
W4A	WALL	LITHONIA	DSX1 LED P3 40K T4M MVOLT	WALL	4	LED	4000 K	102	0	277	25'-0"	WALL BRACKET
W4B	WALL	LITHONIA	DSX1 LED P4 40K T4M MVOLT	WALL	4	LED	4000 K	125	0	277	25'-0"	WALL BRACKET
P2	POLE	LITHONIA	DSX1 LED P3 40K T2M MVOLT	POLE	2	LED	4000 K	102	0	277	25'-0"	PROVIDE WITH POLE BASE
D	DOWNLIGHT	LITHONIA	LDN6-40/25-L06AR	RECESSED	-	LED	4000 K	28.3	0	277	CANOPY	
DE	DOWNLIGHT	LITHONIA	LDN6-40/25-L06AR-E10WCP	RECESSED	-	LED	4000 K	28.3	0	277	CANOPY	EMERGENCY BATTERY BACKUP
E	UP/DOWN	LUMINIS	SY602-L2L25-R15D-R1RU-277V-(FINISH)	WALL	-	LED	4000 K	51	0	277	9'-0"	VERIFY FINISH, LIGHT COLOR
S	SIGN LIGHT	LITHONIA	DSXF1 P1 30K HMF MVOLT IS DDBXD	GROUND	0	LED	3000 K	21	2329	277		

0.0 CALCULATED LIGHT LEVEL, IN FOOTCANDLES (FC).
+ LIGHT CALCULATIONS ARE AT GROUND LEVEL IN THE
- HORIZONTAL PLANE, UNLESS OTHERWISE INDICATED.

- | | |
|---------|---|
| •◻ •○ | POLE LIGHT - SINGLE LUMINAIRE |
| ◻→◻ ◻→○ | POLE LIGHT - 2 LUMINAIRES |
| ◻◻ ◻◻ | WALL LUMINAIRE |
| ○ | SIGN LIGHT, GROUND-MOUNTED |
| ◻ | CEILING LUMINAIRE: RECESSED DOWNLIGHT |
| ◻5 | ELECTRICAL SHEET NOTE DESIGNATOR |
| ◻◻ SD | LETTER DESIGNATES LUMINAIRE TYPE
(REFER TO LUMINAIRE SCHEDULE) |
| MH | MOUNTING HEIGHT |

1. REFER TO LIGHTING FIXTURE SCHEDULE, SHEET SL1.1, FOR LIGHTING FIXTURE MOUNTING HEIGHTS.
2. AREA LIGHTING (TYPES W2A, W2B, W4A, W4B, P2) ARE FULL CUTOFF FIXTURES, WITH NO UPLIGHT COMPONENT.

CS:2022 Work\VLK\MLM2022 Blue Oaks CC\LM2022 SL1.1 SITE.dwg 8/1/2022 1:58 PM



1 SITE LIGHTING PHOTOMETRIC PLAN - NORTH
SL1.2 1"=40'-0"



LEGEND - SITLE LIGHTING

- + 0.0 CALCULATED LIGHT LEVEL, IN FOOTCANDLES (FC). LIGHT CALCULATIONS ARE AT GROUND LEVEL IN THE HORIZONTAL PLANE, UNLESS OTHERWISE INDICATED.
- 0.5 LIGHTING LEVEL ISOLINE, VALUE AS INDICATED IN FOOTCANDLES (FC)
- ○ POLE LIGHT - SINGLE LUMINAIRE
- +□ ○+○ POLE LIGHT - 2 LUMINAIRES
- □ WALL LUMINAIRE
- ○ SIGN LIGHT, GROUND-MOUNTED
- ☐ CEILING LUMINAIRE: RECESSED DOWNLIGHT
- ⑤ ELECTRICAL SHEET NOTE DESIGNATOR
- SD LETTER DESIGNATES LUMINAIRE TYPE (REFER TO LUMINAIRE SCHEDULE)
- MH MOUNTING HEIGHT

GENERAL NOTES

- REFER TO LIGHTING FIXTURE SCHEDULE, SHEET SL1.1, FOR LIGHTING FIXTURE MOUNTING HEIGHTS.
- AREA LIGHTING (TYPES W2A, W2B, W4A, W4B, P2) ARE FULL CUTOFF FIXTURES, WITH NO UPLIGHT COMPONENT.

VLMK

ENGINEERING + DESIGN

3933 SW Kelly Avenue
Portland, Oregon 97239
503.222.4453
VLMK.COM



PROJECT NAME
**BLUE OAKS
COMMERCE
CENTER (BOCC)**

2200 FREEDOM WAY
ROSEVILLE, CA.

**REVISED MODIFIED STAGE I
AND STAGE II INTAKE SET:
08-01-22**

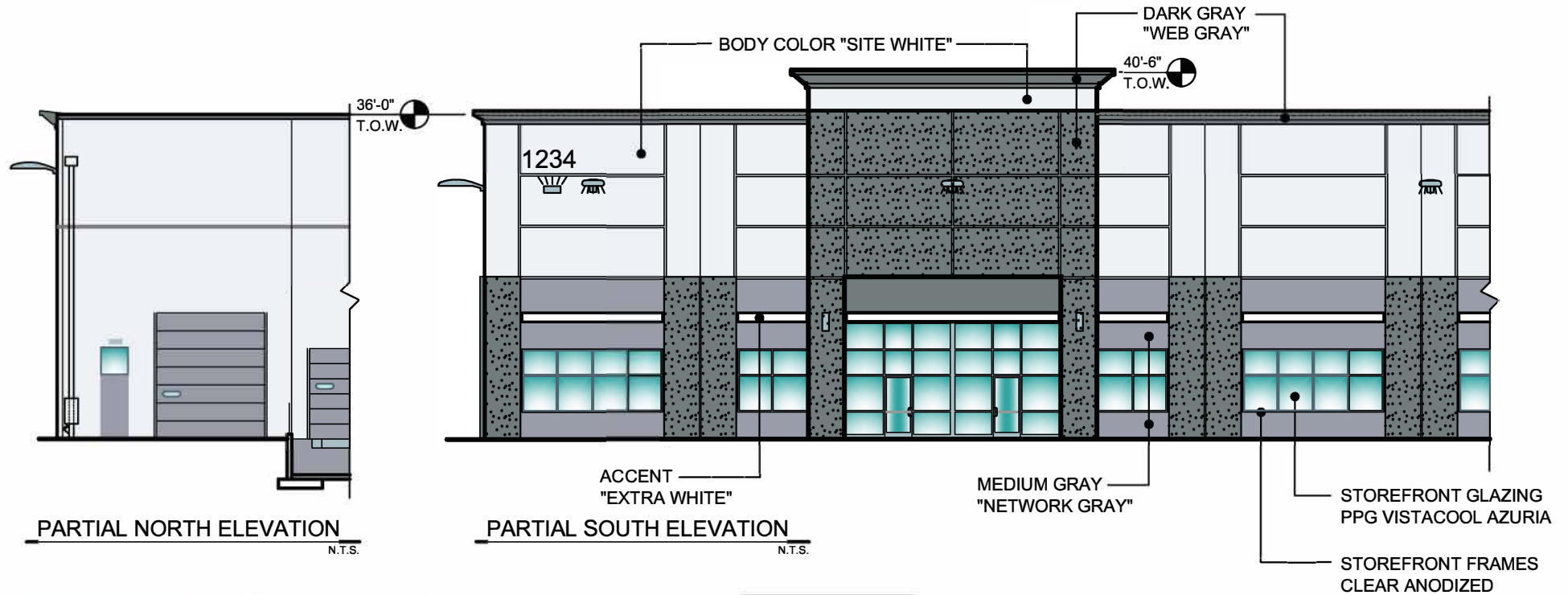
REVISIONS		
△	DATE	DESCRIPTION



DATE	AUGUST 1, 2022
SCALE	AS NOTED
DRAWN	CHECKED

**SITE LIGHTING
PHOTOMETRIC
PLAN**

SL2.2



Sherwin Williams
"SITE WHITE"
SW 7070
"Body Color"



Sherwin Williams
"NETWORK GRAY"
SW 7073
"Light-Gray"



Sherwin Williams
"WEB GRAY"
SW 7075
"Dark-Gray"



Sherwin Williams
"EXTRA WHITE"
SW 7006
"Accent"

Blue Oaks Commerce Center

BUILDING A (BUILDINGS B, C AND D ARE SIMILAR)

FEBRUARY 2022

