



AGENDA

February 15, 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. Resolution - Senator Jim Nielsen

Commend Senator Jim Nielsen for his more than 44 years of remarkable service and dedication to the people of California and to his 10 years of unwavering service and support for the City of Roseville. We congratulate Senator Jim Nielsen for all his accomplishments and wish him a long, healthy and joyous retirement.

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

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

BEGINNING OF CONSENT CALENDAR

Minutes

7.1. Minutes of Prior Meetings

Memo from Assistant City Clerk Helen Dreyer and City Clerk Carmen Avalos recommending the City Council approve the minutes of the January 11, 2023 Special Meeting City Council Legislative Platform Workshop, January 18, 2023 City Council Closed Session, January 18, 2023 City Council Meeting, February 1, 2023 City Council Closed Session, and February 1, 2023 City Council meeting.

CC #: 2551

File #: 0102-03

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

Bids / Purchases / Services

7.2. Centrifuge Repair Parts and Replacement Equipment - Sole Source Purchase Order

Memo from Preventative Maintenance Coordinator Blaine Wiegel and Environmental Utilities Director Richard Plecker recommending the City Council adopt RESOLUTION NO. 23-052 APPROVING A SOLE SOURCE PURCHASE ORDER FOR CENTRIFUGE REPAIR PARTS AND

REPLACEMENT EQUIPMENT. Staff requests Council approval of a sole source purchase order with GEA Westfalia in the amount of \$300,000 for the purchase of repair parts and replacement equipment of three GEA Westfalia separators for the three centrifuges in service at the Pleasant Grove Wastewater Treatment Plant. Funding will be provided from the Wastewater Operations Fund budget. This agreement would allow four optional renewal years at one-year intervals. Staff also requests authorization to utilize the optional renewal years of the contract without further 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.

CC #: 2529

File #: 0203-09

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

7.3. Outage Management System - Contract Purchase Agreement Amendment

Memo from Senior Electric Business Analyst Steve Hancock and Electric Utility Director Dan Beans recommending the City Council adopt RESOLUTION NO. 23-067 APPROVING AMENDMENT #2 TO CONTRACT PURCHASE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND DATAVOICE INTERNATIONAL INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (3000172). Staff requests Council approve an amendment to the contract purchase agreement with Outage Management System and Interactive Voice Response to extend the end date to December 31, 2024 and increase the contract amount by \$20,000. The amendment will allow for integration with the Advanced Metering Infrastructure solutions. The total cost of services will not exceed \$460,429. Funding is included in the Electric Fund operating budget for FY2022-23.

CC #: 2547

File #: 0203-07

CONTACT: Steve Hancock 916-774-5631 sjhancock@roseville.ca.us

Resolutions

7.4. 2023 Citywide Records Retention Schedule Update

Memo from Paralegal Gretchen Hakala and City Attorney Michelle Sheidenberger recommending the City Council adopt RESOLUTION NO. 23-068 ADOPTING THE 2023 CITYWIDE RECORDS RETENTION SCHEDULE. The Citywide Records Retention Schedule is updated and maintained by the City Attorney's office to direct City staff with regards to the retention of both physical and electronic records. California Government Code Section 34090 provides that certain City records, instruments or documents may be destroyed with the approval of the City Council by resolution and written consent of the City Attorney. This year's updates are routine in nature. There is no fiscal impact to the General Fund.

CC #: 2548

File #: 0504-01

CONTACT: Gretchen Hakala 916-774-5325 ghakala@roseville.ca.us

7.5. Electric Generation Cooling Tower 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. 23-053 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 approve a Confirmation under the Support Services Program Agreement with the Northern California Power Agency for EvapTech, Inc. to perform cooling tower maintenance and rehabilitation at the Roseville Energy Park. The total cost of services will not exceed \$282,320. Funding is included in the Electric Fund budget for FY2022-23.

CC #: 2530

File #: 0902-01-01

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

7.6. Advanced Metering Infrastructure Consulting - Professional Services Agreement Amendment

Memo from Advanced Metering Infrastructure Project Manager Caitlin Ornelas and Electric Utility Director Daniel Beans recommending the City Council adopt RESOLUTION NO. 23-058 APPROVING A FIFTH AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND E SOURCE COMPANIES, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests Council approve an amendment to the professional services agreement with E Source, formerly UtiliWorks Consulting, LLC, for Advanced Metering Infrastructure support, development and implementation services. The total cost of this amendment is \$695,101. This project is funded by the Electric and Environmental Utilities' Advanced Metering Infrastructure capital improvement project budgets in the Electric Fund and Water Fund, respectively.

CC #: 2537

File #: 0800-03

CONTACT: Caitlin Ornelas 916-774-5178 cornelas@roseville.ca.us

7.7. International Swap and Derivatives Association - Master Agreement Amendment

Memo from Electric Business Analyst Long Zhang and Electric Utility Director Dan Beans recommending the City Council adopt RESOLUTION NO. 23-060 APPROVING THE THIRD AMENDMENT TO THE INTERNATIONAL SWAP AND DERIVATIVES ASSOCIATION, INC. 2011 MASTER AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND MACQUARIE ENERGY LLC AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff

requests Council approve the Third Amendment to the International Swap and Derivatives Association Master Agreement with Power and Gas Annexes with Macquarie Energy LLC. The amendment aims to provide more flexibility with credit support and meet new regulatory reporting requirements. There is no fiscal impact associated with the execution of the Third Amendment as it is only an amendment to an enabling agreement.

CC #: 2540

File #: 0800-03

CONTACT: Long Zhang 916-774-5652 lzhang@roseville.ca.us

7.8. Roseville Parkway Extension Project - Purchase of Real Property

Memo from Associate Engineer Jesse Khatkar and Public Works Director Jason Shykowski recommending the City Council adopt RESOLUTION NO. 23-065 APPROVING AN AGREEMENT FOR SALE OF REAL PROPERTY, BY AND BETWEEN THE CITY OF ROSEVILLE AND 8501 ROSEVILLE PROPERTIES, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT AND ALL RELATED ESCROW DOCUMENTS ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests Council approve an agreement for Sale of Real Property for the purchase of property for the Roseville Parkway Extension project with 8501 Roseville Properties, LLC in the amount of \$175,000. The project will construct a new four-lane roadway and bridge connecting Roseville Parkway between Foothills Blvd and Washington Blvd. Construction of the Roseville Parkway Extension project is anticipated to begin in late spring/early summer of 2023. No General Fund resources will be used to complete the project.

CC #: 2545

File #: 0900-04-02

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

7.9. On-Call Architectural Services - Professional Design Services Agreement

Memo from Design & Construction Project Manager Rjahja Canlas and Public Works Director Jason Shykowski recommending the City Council adopt RESOLUTION NO. 23-055 APPROVING AN ON-CALL PROFESSIONAL DESIGN SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND MONIZ ARCHITECTURE, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests Council approve a professional design services agreement for on-call architectural services with Moniz Architecture for architectural design services to meet project demands. Additionally, staff requests Council approve three additional one-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. The initial term (approximately 18 months) commences on the date of award and runs through June 30, 2024. The authorization for the initial term is a not-to-exceed amount of \$50,000. The authorization for the optional one-year renewals is a not-to-exceed amount of \$50,000 per year. Work performed under this agreement will utilize capital

rehabilitation funds and/or capital improvement projects in the approved City budget.
CC #: 2532

File #: 0800-04

CONTACT: Rjahja Canlas 916-774-5740 rcanlas@roseville.ca.us

7.10. Environmental Planning Services - On-Call Professional Services Agreement

Memo from Management Analyst Stacie Marchetti and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 23-059 APPROVING AN ON-CALL PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND ECORP CONSULTING, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests Council approval of an on-call professional services agreement with ECORP Consulting, Inc. for environmental planning services related to California Environmental Quality Act compliance and environmental permitting. The total cost of the service is \$150,000 over three years; \$50,000 annually. The cost of these services are generally billable to full-cost development projects, and the various City enterprise funds and capital improvement projects requiring environmental permitting and CEQA compliance.

CC #: 2538

File #: 0800-06

CONTACT: Stacie Marchetti 916-774-5278 smarchetti2@roseville.ca.us

7.11. Placer Parkway Phase 1 - Funding Agreement

Memo from Senior Engineer Mark Johnson and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 23-069 AUTHORIZING THE CITY MANAGER TO EXECUTE THE PROPOSED SOUTH PLACER REGIONAL TRANSPORTATION AUTHORITY (SPRTA) UPDATED "TIER 2 FUNDING COMMITMENT AGREEMENT" TO ALLOW ADVANCE FUNDING FROM PLACER COUNTY AND THE UNITED AUBURN INDIAN COMMUNITY FOR CONSTRUCTION OF PLACER PARKWAY PHASE 1 IMPROVEMENTS, WITH PORTIONS OF THE ADVANCED FUNDING TO BE REIMBURSED FROM ONGOING COLLECTION OF THE SPRTA TIER II DEVELOPER IMPACT FEE. The South Placer Traffic Model, developed in the 1990's and used by all jurisdictions in South Placer County, requires the construction of a limited access expressway from State Route 65 in Placer County to Highway 99 in Sutter County to relieve the general plan buildout conditions of Lincoln, Rocklin, Roseville and Placer County. The proposed agreement would allow Placer County to borrow funding for the first phase of the construction, from Highway 65 to Foothills Boulevard, and then be reimbursed by the South Placer Regional Transportation Authority (SPRTA) Tier 2 fee program. A similar request for authorization was approved by City Council on October 21, 2020. Due to project delays, the previous agreement was not executed by the SPRTA member agencies. The agreement language has been updated to reflect current cost estimates and authorization for the City Manager to execute the updated document. There is no fiscal impact to the City's General Fund.

CC #: 2549
File #: 0800-06

CONTACT:

Marc Stout 916-774-5482 mstout@roseville.ca.us
Mark Johnson 916-774-5481 mjohnson@roseville.ca.us

7.12. West Roseville Specific Plan Parcel F-31 – Lot 7 and Lot 8 - Summary Vacation

Memo from Associate Planner Kinarik Shallow and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 23-066 ORDERING SUMMARY VACATION OF A PORTION OF A PUBLIC UTILITY EASEMENT AND PEDESTRIAN EASEMENT AT 1950 BLUE OAKS BOULEVARD. Staff requests Council approval of the summary vacation for a 10-foot-wide portion of the Public Utility Easement and a 10-foot-wide portion of the 35-foot-wide Pedestrian Easement for a retail development at 1950 Blue Oaks Boulevard. There will be no fiscal impact to the City.

CC #: 2546

File #: 1001-02 & 0400-04-09-1

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

7.13. On-Call Building Plan Review and Inspection Services - Professional Services Agreement

Memo from Management Analyst Stacie Marchetti and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 23-056 APPROVING AN ON-CALL PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND BPR CONSULTING, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests Council approve a professional services agreement with BPR Consulting Group, LLC for on-call Building Plan Check and Inspection Services. The total cost of the service is \$350,000 annually. Funding is included in the Development Service's budget in the General Fund. The full cost of these services is offset by administrative and building permit fees paid by the applicant of the building permit. There is no net General Fund impact associated with this request.

CC #: 2534

File #: 0800-06

CONTACT: Stacie Marchetti 916-774-5278 smarchetti2@roseville.ca.us

7.14. Public Outreach for Public Works Projects - On-Call Professional Services Agreement

Memo from Public Information Officer Helen Dyda and Deputy City Manager Megan Scheid recommending the City Council adopt RESOLUTION NO. 23-071 APPROVING AN ON-CALL PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND PROSIO COMMUNICATIONS, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests Council approve an On-Call Professional Services Agreement with Prosio Communications to provide on-call public

outreach for public works projects. The initial contract is for three years, with a not-to-exceed amount of \$250,000, with two optional one-year renewals, not to exceed \$100,000 for each optional year. Staff also requests authorization to utilize the optional renewal years of the contract without further Council approval, provided that the applicable budget is approved by the City Council each year, or until City staff determines that continuing with the same vendor is not in the City's best interest. Funding for this agreement is included in Public Works capital improvement project budgets in various funds.

CC #: 2533

File #: 0800-04

CONTACT: Helen Dyda 916-774-5443 hdyda@roseville.ca.us

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

7.15. Creekview Bike Trail Open Space Parcels C-50 and C-51 - 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. 23-063 APPROVING A REIMBURSEMENT AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND ANTHEM UNITED CREEKVIEW DEVELOPMENTS LIMITED PARTNERSHIP, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 6616 AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2022-23 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff request Council approve the Reimbursement Agreement for the Creekview Benchmark Post and Cable project between the City and Anthem United Creekwood Developments Limited Partnerships and approve a budget adjustment in the amount of \$31,850 to install post and cable fencing in Creekview Open Space parcels C50 and C 51. The developer, Anthem United Creekview Developments Limited Partnerships, will pay up front costs for the fencing of the trail at an estimated cost of \$31,850. Reimbursement will be provided through bike trail development fees collected for Creekview Specific Plan. There is no fiscal impact to the General Fund.

CC #: 2543

File #: 0721-05 & 0201-01

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

7.16. Fiscal Year 2022-23 - Budget Adjustments

Memo from Assistant Finance Director Scott Pettingell and Assistant City Manager/Chief Financial Officer Dennis Kauffman recommending the City Council adopt ORDINANCE NO. 6615 AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2022-23 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff recommends that the City Council

approve budget adjustments to the FY2022-23 budget. The recommended adjustments include a transfer of \$134,880 from the Community Facilities District 3 Municipal Services Fund to the General Fund, a transfer of \$46,039 from the Youth Sports Coalition Fund to the Citywide Park Fund, a transfer of \$876,144 from the General Capital Projects Fund to various funds as part of the closure of the Enterprise Resource Planning and Timekeeping projects, an \$210,000 revenue increase in the Traffic Safety Fund, and an \$85,871 expenditure decrease to the Vernon St. Roundabout Project in the Highway Users Tax Fund. The adjustments also include a \$6,277 increase to the Maidu Sports Complex Turf Conversion project in the Parks, Recreation, and Library Capital Projects Fund and the transfer of \$49,876 from the General Capital Projects Fund to the Parks, Recreation and Library Capital Projects Fund to prepare this project for closure. There are adequate resources available within all of the impacted funds. Combined, the recommended budget adjustments will increase available resources in the General Fund by \$528,850.

CC #: 2539

File #: 0201 & 0201-01

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

7.17. Sacramento Urban Area Security Initiative - Grant Award, Budget Adjustment and Sole Source Purchase Order

Memo from Management Analyst Mark Peinado and Police Chief Troy Bergstrom recommending the City Council adopt RESOLUTION NO. 23-070 ACCEPTING A GRANT AWARD FROM THE SACRAMENTO URBAN AREA SECURITY INITIATIVE (UASI), APPROVING THE CITY OF SACRAMENTO SUBAWARD AGREEMENT, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; adopt ORDINANCE NO. 6618 AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2022-23 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE, and approve a sole source purchase order to Meridian Rapid Defense Group for 16 anti-vehicle barriers and barrier trailer kit. Staff requests Council approve the City of Sacramento Subaward Agreement through the Fiscal Year 2020 Homeland Security Grant Program - Urban Area Security Initiative in the amount of \$152,940 to purchase 16 anti-vehicle barriers and barrier trailer kit to transport the barriers. The anti-vehicle barriers will be an essential tool to protect the community during the numerous events that are scheduled throughout the city every year. Staff also requests approval of a budget adjustment to appropriate \$25,855 of the funds into the Fleet Replacement Fund.

CC #: 2550

File #: 0323 & 0214 & 0201-01

CONTACT: Mark Peinado 916-774-5021 mcpeinado@roseville.ca.us
Jeff Kool 916-746-1096 jkool@roseville.ca.us

7.18. United States Department of Homeland Security - Grant Award and Budget Adjustment

Memo from Division Chief Ryan Harrigan and Fire Chief Rick Bartee

recommending the City Council adopt RESOLUTION NO. 23-057 ACCEPTING GRANT AWARDS FROM THE UNITED STATES DEPARTMENT OF HOMELAND SECURITY; and adopt ORDINANCE NO. 6614 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 two grant awards from the United States Department of Homeland Security through the Placer County Office of Emergency Services in the amount of \$40,000 (FY2019-20) and \$41,000 (FY2020-21) for a total of \$81,000 and approve the associated budget adjustment for the purchase of a hazardous materials instrument. On May 18, 2022 City Council approved a \$76,000 and \$21,000 appropriation for the replacement of two separate chemical detectors currently used by the Fire Department that are no longer supported by the manufacturer. These funds will be reallocated to the purchase of this instrument which meets and exceeds the capability of the two instruments being replaced. The remainder of the \$187,395 total purchase cost will be paid through a combination of \$81,000 in grants awarded by Placer County Office of Emergency Services and \$9,395 in existing allocated funds within the Fire Department budget, with no net impact to the General Fund.
CC #: 2536

File #: 0324 & 0214 & 0201-01

CONTACT: Ryan Harrigan 916-774-5820 rharrigan@roseville.ca.us

7.19. Lead and Copper Rule Regulatory and Technical Assistance Project - Professional Services Agreement and Budget Adjustment

Memo from Process Engineer Jason Marks and Environmental Utilities Director Richard Plecker recommending the City Council adopt RESOLUTION NO. 23-054 APPROVING A PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND HDR ENGINEERING, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 6613 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 professional services agreement to HDR Engineering, Inc. in the amount of \$100,646 for the Lead and Copper Rule Regulatory and Technical Assistance project. Staff also requests approval of a budget adjustment in the amount of \$120,646 from available resources in the Water Operations Fund to fully fund this project.

CC #: 2531

File #: 0800-02 & 0201-01

CONTACT: Jason Marks 916-342-9573 jtmarks@roseville.ca.us

7.20. 30-Inch Recycled Water Main Repair and Relocation Project - Budget Adjustment

Memo from Process Engineer Jason Marks and Environmental Utilities Director Richard Plecker recommending the City Council adopt ORDINANCE NO. 6612 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 adopt an ordinance to approve a budget adjustment initiating the 30-inch Recycled Water Main Repair and Relocation Project to repair a currently inaccessible portion of a pipeline, along Woodcreek Oaks near the Pleasant Grove Creek (north of Blue Oaks Blvd.), with a budget of \$500,000 using available resources in the Wastewater Rehabilitation Fund.

CC #: 2528

File #: 0900-02 & 0201-01

CONTACT: Jason Marks 916-342-9573 jtmarks@roseville.ca.us

END OF CONSENT CALENDAR

8. ORDINANCES

8.1. Regional Transportation Funding and Financing Plan for South Placer and South Sutter Region - Memorandum of Understanding Amendment, Funding Agreement and Budget Adjustment

Memo from Administrative Assistant Lainie Anderson and Public Works Director Jason Shykowski recommending the City Council adopt RESOLUTION NO. 23-064 APPROVING AMENDMENT NO 1. TO MEMORANDUM OF UNDERSTANDING, BY AND BETWEEN PLACER COUNTY TRANSPORTATION PLANNING AGENCY, THE COUNTY OF PLACER, THE CITY OF ROSEVILLE, AND THE COUNTY OF SUTTER, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 6617 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 amendment to the Memorandum of Understanding regarding the development of a Regional Transportation Funding and Financing Plan and an Implementation Plan for Riego/Baseline Road and authorizing the City Manager or his designee to execute the Funding Letter of Agreement with Placer County Transportation Planning Agency (PCPTA). The total contribution by each participating agency shall not exceed \$166,182. Staff also requests approval of a budget adjustment in the amount of \$166,182 from the City/County Mitigation Fee Fund to reimburse the PCTPA. There is no impact to the General Fund.

CC #: 2544

File #: 0900-04-01 & 0201-01

CONTACT: Lainie Anderson 916-774-5331 landerson@roseville.ca.us

Daniel Leonardich 916-774-5341 dleonardich@roseville.ca.us

9. SPECIAL REQUESTS/REPORTS/PRESENTATION

9.1. Fiscal Year 2022-23 First Quarter Financial Report and FY2023-24 Budget Development Calendar

Memo from Assistant Finance Director Scott Pettingell and Assistant City Manager/Chief Financial Officer Dennis Kauffman recommending the City

Council accept a presentation on the Fiscal Year (FY) 2022-23 First Quarter Financial Report and the budget development schedule for the FY2023-24 budget.

CC #: 2542

File #: 0201

CONTACT: Scott Pettingell 916-746-1306 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. North Central Roseville Specific Plan Parcel 42A (572 Gibson Drive) – Shea Properties Apartments Rezone Project

Memo from Associate Planner Escarlet Mar and Development Services Director Mike Isom recommending the City Council consider the Addendum to the 2035 General Plan Environmental Impact Report (SCH #2019080418, certified on August 5, 2020) and 2021 Housing Element Addendum; and adopt RESOLUTION NO. 23-061 AMENDING THE GENERAL PLAN TO CHANGE THE GENERAL PLAN LAND USE DESIGNATION ON CERTAIN REAL PROPERTY IN THE CITY OF ROSEVILLE; and adopt RESOLUTION NO. 23-062 AMENDING THE GENERAL PLAN TO CHANGE THE LAND USE DESIGNATION ON CERTAIN REAL PROPERTY IN THE CITY OF ROSEVILLE; and adopt the two (2) findings of fact and introduce for first reading an ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE CHANGING THE ZONING OF CERTAIN REAL PROPERTY LOCATED WITHIN THE CITY OF ROSEVILLE; and adopt the five (5) findings of fact and introduce for first reading an ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE ADOPTING THE DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND ROSEVILLE LAND HOLDINGS, LLC

AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. The project entitlements will facilitate the eventual construction of a 360 affordable multi-family apartment complex on the project site. The project includes a request for a General Plan Amendment (Land Use Map only) and a Specific Plan Amendment (text and land use map only) to the North Central Roseville Specific Plan to reflect the changes to Parcel 42A, include 360 multi-family dwelling units to the plan area, and add two (2) new land uses to the list of permitted land uses within the Community Commercial and Business Professional land use designations; a Rezone from Business Professional/Special Area North Central (BP/SA-NC) to Multi-Family Housing/Special Area North Central (R3/SA-NC), and a Development Agreement by and between the City and Roseville Land Holdings, LLC to reflect the change in land use and document the requirements related to the provision of affordable housing units. The proposed project is not anticipated to result in any negative impacts to the City's General Fund.

CC #: 2541

File #: 0400-04-04-2

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

11. COUNCIL REPORTS / PUBLIC COMMENTS

12. ADJOURNMENT



COUNCIL COMMUNICATION

CC #: 2535
File #: 0102-10

Title: Resolution - Senator Jim Nielsen
Contact: Blair Hutchison 916-774-5266 bmhutchison@roseville.ca.us

Meeting Date: 2/15/2023
Item #: 5.1.

RECOMMENDATION TO COUNCIL

Commend Senator Jim Nielsen for his more than 44 years of remarkable service and dedication to the people of California and to his 10 years of unwavering service and support for the City of Roseville. We congratulate Senator Jim Nielsen for all his accomplishments and wish him a long, healthy and joyous retirement.

BACKGROUND

Not applicable.

FISCAL IMPACT

Not applicable.

ENVIRONMENTAL REVIEW

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

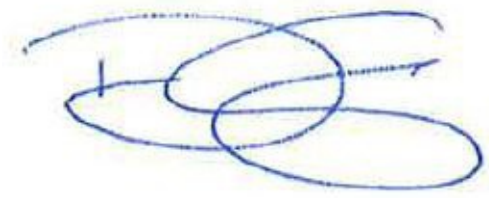
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Not applicable.

Respectfully Submitted,

Blair Hutchison, City Clerk Technician

Carmen Avalos, City Clerk

A handwritten signature in blue ink, consisting of several overlapping loops and a vertical stroke on the left side.

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution-Senator Jim Nielsen

Resolution

WHEREAS, Senator Jim Nielsen was raised in the San Joaquin Valley and graduated from Fresno State with a Bachelor's Science degree in Agricultural Business in 1967. After college, he worked as a farmer by trade and farmed the east and west sides of the San Joaquin Valley, the Delta, and the Sacramento Valley. He operated the family's dairy cattle ranch and farmed 15 types of field and row crops; and

WHEREAS, in 1974-75, Senator Jim Nielsen participated in the Agricultural Leadership Fellowship, a two-year leadership training program for 30 agriculturalists from across the state. Shortly thereafter, he became the first fellow elected to the California State Legislature; and

WHEREAS, Senator Jim Nielsen began his political career in 1978 and served three terms in the California State Senate. He became known as a champion for farmers and ranchers and as a leader for education, public safety, and water rights issues. He was the Senate Republican leader from 1983 to 1987, the youngest Republican leader ever selected; and

WHEREAS, Senator Jim Nielsen authored legislation to kick start California's 1987 Master Plan Update for Higher Education. He served on the 18-member bi-partisan joint committee that produced a trailblazing 138-page report. The effort resulted in aligning and clarifying roles of the community college, state university, and UC systems, and establishing the community college system as a full partner by statute, thereby defining their vocational and transitional mission; and

WHEREAS, after leaving the California State Senate in 1990, he served on the Agriculture Labor Relations Board and in 1992 was appointed to the Board of Parole and Prison Terms where he served as chairman from 1993 to 2000 before leaving in 2007; and

WHEREAS, Senator Jim Nielsen was elected to the California State Assembly in 2008 where he represented the Second District, which includes Butte, Colusa, Glenn, Modoc, Shasta, Siskiyou, Sutter, Tehama and Yolo counties from 2009 to 2012; and

WHEREAS, Senator Jim Nielsen has represented the City of Roseville in California's 4th District with great distinction since 2013; and

WHEREAS, in 2014, Senator Jim Nielsen backed the Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Proposition 1), the first statewide water project of this magnitude since the Oroville Dam. The Act authorized \$7.545 billion to fund ecosystems and watershed protection and restoration, water supply infrastructure projects, including surface and groundwater storage, drinking water protection, and is positioned to jumpstart construction of the new and desperately needed Sites Reservoir; and

WHEREAS, Senator Jim Nielsen is considered a strong fiscal conservative, an expert on fiscal policy, and was named the lead Republican on state budget issues. He provided his expertise in effective governance as a commissioner on the Little Hoover Commission to investigate state government operations and policy; and

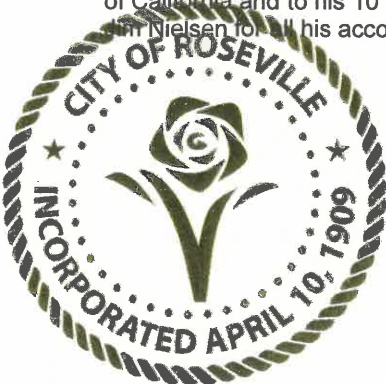
WHEREAS, Senator Jim Nielsen has been deeply attuned to the City of Roseville's concerns and priorities and has actively helped to support them, and his devotion and leadership on behalf of the residents of the City of Roseville and Placer County should be commended.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA, that Senator Jim Nielsen be commended for his more than 44 years of remarkable service and dedication to the people of California and to his 10 years of unwavering service and support for the City of Roseville. We congratulate Senator Jim Nielsen for all his accomplishments and wish him a long, healthy and joyous retirement.

SIGNED AND APPROVED this 15th day of February 2023.



BRUCE HOUDSHELDT, MAYOR





COUNCIL COMMUNICATION

CC #:

File #:

Title: Consent Calendar

Contact:

Meeting Date: 2/15/2023

Item #:



COUNCIL COMMUNICATION

CC #: 2551
File #: 0102-03

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

Meeting Date: 2/15/2023
Item #: 7.1.

RECOMMENDATION TO COUNCIL

Approve the minutes of the January 11, 2023 Special Meeting City Council Legislative Platform Workshop, January 18, 2023 City Council Closed Session, January 18, 2023 City Council meeting, February 1, 2023 Closed Session, and February 1, 2023 City Council 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.

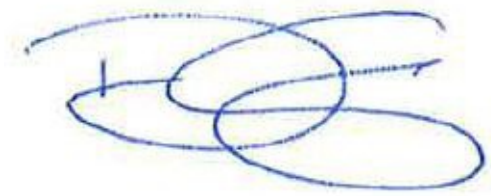
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

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 horizontal line, likely representing the name Carmen Avalos.

Dominick Casey, City Manager

ATTACHMENTS:

Description

January 11, 2023 Special Meeting City Council Legislative Platform Workshop

January 18, 2023 Closed Session

January 18, 2023

February 1, 2023 Closed Session

February 1, 2023



MINUTES

January 11, 2023

SPECIAL MEETING CITY COUNCIL LEGISLATIVE PLATFORM WORKSHOP 4:30 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 Bruce Houdesheldt called the meeting to order at 4:33 p.m.

2. ROLL CALL

Present: Bernasconi, Alvord, Mendonsa, Roccucci, Houdesheldt

3. PLEDGE OF ALLEGIANCE

Councilmember Scott Alvord led the Pledge of Allegiance.

4. PUBLIC COMMENTS

No public comment received.

5. PRESENTATIONS

5.1. Workshop

Government Relations Administrator Mark Wolinski made the opening presentation to the City Council.

A. Legislative Advocacy Overview

- The Legislative Platform guides advocacy strategy and includes the Law and Regulation Committee, and Government Relations Team
- The Platform powers partnerships with the community (SACOG, Chambers, RCONA, other cities) and issue-specific topics (NCPA, CMUA, RWA, MISAC, Cal Chiefs)
- The Platform activates the engagement that strengthens the City's strategy and includes monthly meetings with legislative representatives, advocacy at state and national capitols, and lobbyists, testimony, regulators, advocacy letters, and tours

B. Legislative Platform Workshop

- Provides deeper understanding of the state & federal political environment
- Is an element of Council-approved annual legislative advocacy schedule
- The Law & Regulation Committee is an invaluable resource to the advocacy effort
- Basis for City's legislative advocacy positions
- Increasing pressures on municipal budgets

C. State and Federal Overview

Government Relations Administrator Mark Wolinski introduced Mike Miller of the Ferguson Group.

Mike Miller of the Ferguson Group provided the federal legislation overview to the City Council.

Federal Political Environment

- Federal funding for City priorities
- Key City issues in 2023: Housing, homelessness, transportation and infrastructure funding, Congressional appropriations process
- New Congressman Kevin Kiley (interests, priorities, possible earmarks)
- Assessing opportunities for appropriations and grants
- Virtual advocacy
- Energy permitting reform, National Flood Insurance Reform

Government Relations Administrator Mark Wolinski introduced Jason Gonsalves of Gonsalves & Son.

Jason Gonsalves of Gonsalves & Son provided the state legislation overview to the City Council.

State Political Environment

- 997 new laws as of January 1, 2023, highlighting key categories: reproductive healthcare, pay equity, care court and homelessness, more housing faster, leading on climate, and catalytic converted theft
- November 2022 Election/California
- Roseville's new legislators – Senator Niello and assembly Member Joe Patterson
- Organization Session & 2023 Legislative Session: California Elected two Speakers
- Key issues – Housing, homelessness, and land-use authority

Government Relations Administrator Mark Wolinski introduced Utility Government Relations Administrator Amber Blixt.

Utility Government Relations Administrator Amber Blixt made the Roseville Electric Utility presentation to the City Council.

Proposed Modifications/Critical Concerns

State and Federal Funding

- Renewed effort to seek funding for water and wastewater infrastructure improvements in Roseville's older core neighborhoods

Citywide Legislative Principles

- Added a new principle to advocate for the use of existing structures and programs when possible

EU Platform

- Added new issue of pressure management within the water distribution system
- Expanded advocacy efforts to include peer-reviewed and science-based risk assessments for recycled water and biosolids
- Support efforts to create local technical training, internships etc. for key water and wastewater positions.
- Refined advocacy efforts on PFAS to be in alignment with extended producer responsibility principles and target source control
- Added a new goal to advocate for streamlined permitting and variance processes that can help our region more effectively implement a conjunctive use program and water bank

Government Relations Administrator Mark Wolinski continued the presentation to the City Council as it pertained to the remaining City departments.

Proposed Modifications

- State and Federal Funding Requests: Added Blue Oaks and Andora Widening projects to the list of regional road and highway improvement projects to advocate for funding resources

- Public Works: Added opposing legislation or other efforts to eliminate local control of Congestion Mitigation and Air Quality Improvement Program and Surface Transportation Block Grant program funding
- Added to support legislation and advocate for reasonable Advanced Clean Fleet fuels, targets, and exemptions
- Development Services – Added to support legislation that provides funding and other financial support for the production of affordable housing

Critical Concerns

- Challenges with State and Federal Permitting Process
- Federal and State Funding for Parks and Library Projects
- Ballot Initiatives
- Fentanyl

No public comment received.

For information only. No action taken.

6. ADJOURNMENT

Mayor Bruce Houdesheldt adjourned the workshop at 5:34 p.m.



MINUTES

January 18, 2023

CLOSED SESSION

5:30 p.m.

City Council Chambers
311 Vernon Street
Roseville, California
www.roseville.ca.us

A. CLOSED SESSION CALL TO ORDER

Mayor Bruce Houdesheldt called the meeting to order at 5:30 p.m.

B. CLOSED SESSION ROLL CALL

Present: Bernasconi, Alvord, Roccucci, Houdesheldt

Absent: Mendonsa

C. CLOSED SESSION PUBLIC COMMENTS

No public comment received.

D. CLOSED SESSION

D.1. Conference with Legal Counsel – Anticipated Litigation

Pursuant to Government Code Section 54956.9(d)(2)

Significant exposure to litigation – one case

CONTACT: M. Sheidenberger 916-774-5325 msheidenberger@roseville.ca.us

Closed Session Disclosure: No reportable action taken.

E. CLOSED SESSION ADJOURNMENT

Mayor Bruce Houdesheldt adjourned the meeting at 5:58 p.m.



MINUTES

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.

1. CALL TO ORDER

Mayor Bruce Houdesheldt called the meeting to order at 6:06 p.m.

2. ROLL CALL

Present: Bernasconi, Alvord, Roccucci, Houdesheldt, Mendonsa (arrived at 6:20 p.m.)

3. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Nick Alexander.

4. MEETING PROCEDURES

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

5. PRESENTATIONS

Mayor Bruce Houdesheldt thanked City staff for their work during the storms.

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

Rana Ghadban, Megan Trent, and Ann Parker from the Roseville Area Chamber of Commerce presented a check from the SPLASH proceeds to Recreation & Libraries Superintendent Scott Marchetti for the Parks, Recreation & Library At Risk Youth Program.

6. **PUBLIC COMMENTS**

Matt Kelly with NorCal Carpenters Union spoke in support of a living wage, healthcare, and local hiring practices.

7. **CONSENT CALENDAR**

BEGINNING OF CONSENT CALENDAR

Motion by Pauline Roccucci, seconded by Scott Alvord, to approve the Consent Calendar as presented. The Motion Passed.

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

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 mcpainado@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](mailto:jcumings@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 - Fiddymont 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

File#: 0900-03

CONTACT: Mitch Larkin 916-746-1601 mlarkin@roseville.ca.us

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. 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

7.25. 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

7.26. 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 Abunmarkhieh 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

Economic Development Housing Manager Trisha Isom introduced Senior Planner Lauren Hocker who made the presentation to the City Council.

Housing Manager Trisha Isom continued the presentation.

No public comment received.

Motion by Tracy Mendonsa, seconded by Krista Bernasconi, to adopt RESOLUTION NO. 23-011 AUTHORIZING APPLICATION FOR, AND RECEIPT OF, PROHOUSING INCENTIVE PILOT PROGRAM FUNDS. The Motion Passed.

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

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

City Clerk Carmen Avalos made the presentation to the City Council.

Parade Director Stephanie Hill spoke in support of the item.

Motion by Krista Bernasconi, seconded by Pauline Roccucci, to approve the request for \$2,000 of Council Discretionary funds to the Downtown Roseville Partnership for the 61st Annual Sylvia Besana Holiday Parade. The Motion Passed.

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

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

Assistant City Manager/Chief Financial Officer Dennis Kauffman made the presentation to the City Council.

No public comment received.

Item for information only. No action taken.

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

Assistant City Manager/Chief Financial Officer Dennis Kauffman made the presentation to the City Council.

Assistant Finance Director Scott Pettingell continued with the presentation.

No public comment received.

Motion by Scott Alvord, seconded by Krista Bernasconi, to 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. The Motion Passed.

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

10. PUBLIC HEARING

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

Mayor Bruce Houdesheldt opened the public hearing.

Assistant Electric Utility Director Shawn Matchim introduced Electric Utility Finance Administrator Eric Campbell who made the presentation to the City Council.

No public comment received.

Mayor Bruce Houdesheldt closed the public hearing.

Motion by Krista Bernasconi, seconded by Pauline Roccucci, to adopt RESOLUTION NO. 23-105 ADOPTING AN AMENDED SCHEDULE OF USER AND REGULATORY FEES; and introduce for first reading and ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING CHAPTER 14.24 OF TITLE 14 OF THE ROSEVILLE MUNICIPAL CODE REGARDING ELECTRICAL ENERGY. The Motion Passed.

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

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

Mayor Bruce Houdesheldt opened the public hearing.

Planning Manager Greg Bitter introduced Senior Planner Derek Ogden, Associate Planner Escarlet Mar, and City Engineer Marc Stout.

Associate Planner Escarlet Mar made the presentation to the City Council.

Alicia Guerra, representing the applicant, spoke in support of denying the appeal.

Amalia Bowley Fuentes with Lozeau Drury spoke in support of approving the appeal.

Alicia Guerra rebutted the appellant's presentation.

Planning Manager Greg Bitter provided clarification.

Mayor Bruce Houdesheldt closed the public hearing.

Motion by Tracy Mendonsa, seconded by Krista Bernasconi, to approve 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. The Motion Passed.

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

COUNCIL REPORTS / PUBLIC COMMENTS

No public comment received.

Placer County Flood Control & Water Conservation Meeting -
Councilmember Pauline Roccucci reported.

Western Placer Waste Management Authority Meeting - Councilmember Pauline Roccucci reported.

New City Council Auxiliary Positions Assignments - Councilmember Scott Alvord announced.

Roseville Area Chamber of Commerce Installation Dinner - Vice Mayor Krista Bernasconi will attend on January 19.

California Building Industry Association's Installation Dinner - Vice Mayor Krista Bernasconi announced she will be accepting the Friend of Housing Award on behalf of the City on January 19.

PRIDE Industries Ribbon Cutting for Youth Employment Services - Mayor Bruce Houdesheldt reported on attendance.

MLK Community Service Day - Mayor Bruce Houdesheldt reported on attendance.

11. ADJOURNMENT

Mayor Bruce Houdesheldt adjourned the meeting at 7:47 p.m.



MINUTES

February 1, 2023

CLOSED SESSION

5:00 p.m.

City Council Chambers

311 Vernon Street

Roseville, California

www.roseville.ca.us

A. CLOSED SESSION CALL TO ORDER

Mayor Bruce Houdesheldt called the meeting to order at 5:00 p.m.

B. CLOSED SESSION ROLL CALL

Present: Alvord, Bernasconi, Mendonsa, Roccucci, Houdesheldt

C. CLOSED SESSION PUBLIC COMMENTS

No public comment received.

D. CLOSED SESSION

D.1. Conference with Legal Counsel – Existing Litigation

Pursuant to Government Code Section 54956.9(d)(1)

Nina Easton v. City of Roseville

Placer County Superior Court, Case Number: S-CV-0046742

CONTACT: M. Sheidenberger 916-774-5325 msheidenberger@roseville.ca.us

Closed Session Disclosure: No reportable action taken.

E. CLOSED SESSION ADJOURNMENT

Mayor Bruce Houdesheldt adjourned the meeting at 5:34 p.m.



MINUTES

February 1, 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.

1. CALL TO ORDER

Mayor Bruce Houdesheldt called the meeting to order at 6:00 p.m.

2. ROLL CALL

Present: Alvord, Bernasconi, Mendonsa, Roccucci, Houdesheldt

3. PLEDGE OF ALLEGIANCE

Grants Advisory Commission Vice Chair Renee Perez led the Pledge of Allegiance.

4. MEETING PROCEDURES

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

5. PRESENTATIONS

5.1. Resolution - Denio's 75th Anniversary

Congratulate Denio's Roseville Farmers Market on the celebration of their 75th anniversary and extended best wishes for continued success in the future.

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

Mayor Bruce Houdesheldt presented the resolution to Eric Denio, Tracie Denio, and Kevin Hernandez, who responded.

6. **PUBLIC COMMENTS**

No public comment received.

7. **CONSENT CALENDAR**

BEGINNING OF CONSENT CALENDAR

Motion by Krista Bernasconi, seconded by Pauline Roccucci, to approve the Consent Calendar as presented. The Motion Passed.

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

Bids / Purchases / Services

7.1. Barton Road Water Treatment Plant Fiber Optic Network Upgrade Project - Contract Purchase Agreement

Memo from Preventative Maintenance Supervisor Jeremy Snyder and Environmental Utilities Director Richard Plecker recommending the City Council adopt RESOLUTION NO. 23-040 APPROVING A CONTRACT PURCHASE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND K S TELECOM, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (3002666). Staff requests Council approve a contract purchase agreement with KS Telecom, Inc. to provide fiber optic cabling services in the amount of \$98,790 for the Water Treatment Plant Fiber Optic Facilities Rehabilitation project. Funding for this agreement is provided by the project's approved budget which is funded from the Water Rehabilitation Fund.

CC #: 2510

File #: 0203-09

CONTACT: Jeremy Snyder 916-774-1829 jsnyder@roseville.ca.us

7.2. Regional Pump Station 26 Force Main and Capacity Improvement Project - Approval of Plans and Specifications and Authorization to Call for Bids

Memo from Associate Engineer Rana Moore and Environmental Utilities Director Richard Plecker recommending the City Council approve the project's construction plans and specifications and authorize staff to advertise the Regional Pump Station 26 Force Main and Capacity Improvement Project and accept bids from

prospective bidders. The estimated construction cost of the project is \$2,940,000. Funding is provided by the South Placer Wastewater Authority and can be accommodated within the existing project budget.

CC #: 2513

File #: 0203-09

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

7.3. Advanced Metering Infrastructure Project - Sole Source Contract Purchase Agreement

Memo from Advanced Metering Infrastructure Project Manager Caitlin Ornelas and Electric Utility Director Daniel Beans recommending the City Council adopt RESOLUTION NO. 23-045 APPROVING A SOLE SOURCE CONTRACT PURCHASE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND CONCORD ENVIRONMENTAL ENERGY, INC. DBA CONCORD UTILITY SERVICES, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (3002674). Staff requests Council approve a sole source contract purchase agreement with Concord Environmental Energy, Inc. dba Concord Utility Services to perform both the electric and water meter installation and exchanges for Advanced Metering Infrastructure project support, development and implementation services. The total cost of this agreement is \$5,612,677.78 with authorization for contract change orders that could increase the agreement amount by no more than 10%, or \$561,267.78, for a not-to-exceed value of \$6,173,945.56. This project is funded by the Electric and Environmental Utilities' capital improvement project budgets in the Electric and Water Operations funds.

CC #: 2518

File #: 0203-07

CONTACT: Caitlin Ornelas 916-774-5178 cornelas@roseville.ca.us

7.4. Fleet Vehicle and Truck Purchases – Purchase Orders

Memo from Fleet Manager Brandy LeBeau and Public Works Director Jason Shykowski recommending the City Council approve a purchase order to Knight Sacramento CD Inc. dba Elk Grove Dodge for two (2) Subaru Ascent SUVs utilizing RFQ 10-3339 in the amount of \$86,325; and approve a purchase order to Dobbs Heavy Duty Holdings, LLC dba Western Truck Center for two (2) Autocar CNG trucks with Wittke Starlight front-end loading bodies utilizing Sourcewell contract # 060920-ATC for the Autocar chassis and Sourcewell contract # 091219-LEG for the Wittke body in the amount of \$1,001,797; and approve a purchase order to Dobbs Heavy Duty Holdings, LLC dba Western Truck Center for two (2) Autocar CNG trucks with New Way Mammoth front-end 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 \$939,102. The funding for these purchases is included in the FY2022-23 Fleet Replacement budget.

CC #: 2512

File #: 0203-01

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

7.5. Flooring Repair and Installation Services – Contract Purchase Agreement

Memo from Administrative Technician Darci Carpenter and Public Works Director Jason Shykowski recommending the City Council adopt RESOLUTION NO. 23-049 APPROVING A CONTRACT PURCHASE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND SIMAS FLOOR COMPANY, INC. DBA SIMAS FLOOR & DESIGN COMPANY, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (3002660). Staff requests Council approve a contract purchase agreement with Simas Floor & Design Company Inc., for flooring repair and installation. This is the first year with four optional renewal years on this contract. Funding for this agreement is available in the adopted FY2022-23 budget and will be included in the proposed FY2023-24 budget for the Facility Rehabilitation Fund.

CC #: 2522

File #: 0203-04

CONTACT: Darci Carpenter 916-727-5702 drcarpenter@roseville.us.ca

7.6. Johnson Pool House Renovation Project - Reject all Bids, Approve Plans and Specifications, and Authorize Staff to Call for Bids

Memo from Park Development Project Manager Heather Buck and Parks, Recreation & Libraries Director Jill Geller recommending the City Council adopt RESOLUTION NO. 23-043 REJECTING ALL BIDS FOR THE JOHNSON POOL HOUSE RENOVATION PROJECT, and approve the plans and specifications for the Johnson Pool House Renovation Project (re-bid), and authorize staff to call for bids. Staff requests Council approve the rejection of all bids for the Johnson Poolhouse Renovation Project due to bid results coming in well above the project budget and authorize staff to call for bids. Johnson Pool is located on .47 acres at the intersection of Vernon and D Streets in the Cherry Glen/Theiles Manor neighborhood. This project is the first phase of the Johnson Pool Vision Plan implementation and upgrades will provide needed accessibility improvements and code required upgrades focused on the building entrance and interior. Initial funding (\$150,000) for the first phase of the project was approved in the FY2020-21 budget. Additional grant funds (\$280,000) were awarded from the Department of Housing and Urban Development's Community Development Block Grant in August 2022 for a total first phase budget of \$430,000 for soft and hard costs. Ongoing maintenance costs are funded through the Parks, Recreation & Libraries operating budget in the General Fund. There will be no additional maintenance cost as a result of this project.

CC #: 2515

File #: 0707 & 0203-21

CONTACT: Heather Buck 916-774-5254 hcbuck@roseville.ca.us

Resolutions

7.7. City Council Law and Regulation Committee - Meeting Amendment

Memo from Government Relations Administrator Mark Wolinski and Deputy City Manager Megan Scheid recommending the City Council adopt RESOLUTION NO. 23-048 ESTABLISHING A REGULAR MEETING DAY AND TIME FOR THE LAW AND REGULATION COMMITTEE. Staff requests Council approve the fourth Thursday of the month at 9:00 a.m. as the regular meeting day and time for the City Council Law and Regulation Committee. The City's Council/Boards, Commissions, & Committees Administrative Standards defines that the regular day and time for meetings for the Law and Regulation Committee shall be established by resolution adopted by the City Council.

CC #: 2521

File #: 0103-32

CONTACT: Mark Wolinski 916-774-5179 mwolinski@roseville.ca.us

7.8. Four Corners Park Project - Notice of Completion

Memo from Park Development Project Manager Joel De Jong and Parks, Recreation & Libraries Director Jill Geller recommending the City Council adopt RESOLUTION NO. 23-041 ACCEPTING THE PUBLIC WORK KNOWN AS THE FOUR CORNERS PARK PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING THE PARKS, RECREATION AND LIBRARIES DIRECTOR TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE. The Parks, Recreation & Libraries Department has made a final inspection of the Four Corners Park Project and has found that all contract work has been completed in accordance with the approved plans and specifications. The project is now ready for acceptance. Funding for the project was provided through the West Roseville Neighborhood Park Fund and was allocated in the FY2020-21 budget. Maintenance of the park is funded from the Westpark Community Facilities District No. 2 (Public Services). There is no impact to the General Fund.

CC #: 2514

File #: 0704-01

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

7.9. 2018 Parks Bond Act Per Capita Grant Program - Grant Award

Memo from Park Planning & Development Manager Tara Gee and Parks, Recreation & Libraries Director Jill Geller recommending the City Council adopt RESOLUTION NO. 23-044 ACCEPTING A 2018 PARKS BOND ACT PER CAPITA GRANT AWARD FROM THE STATE OF CALIFORNIA – NATURAL RESOURCES AGENCY, DEPARTMENT OF PARKS AND RECREATION'S OFFICE OF GRANTS AND LOCAL SERVICES. The per capita amount for the City is \$177,952 and is being applied to the replacement and upgrade of the Royer Park play structure. While the grant award contract was executed in October 2021, City procedure requires the Council to formally accept the grant. The grant will be applied to the Royer Park play structure replacement associated improvements surrounding the play area. This includes offsets to the play structure, rubber surfacing to ensure Americans with Disabilities Act access and an expanded picnic

area with shade. There will be no additional maintenance costs since costs to maintain the play area are already accounted for in the Parks, Recreation and Libraries operations budget in the General Fund.

CC #: 2517

File #: 0704 & 0214

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

7.10. Sierra Vista Specific Plan Baseline Road Segment 3 and a Portion of Segment 2 - Reimbursement Agreement

Memo from Principal Engineer Matthew Todd and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 23-051 APPROVING A REIMBURSEMENT AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND LENNAR HOMES OF CALIFORNIA, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests Council approve a reimbursement agreement with Lennar Homes of California, LLC in the amount of \$1,506,322 for roadway infrastructure improvements along Baseline Road, that are within the Sierra Vista Specific Plan and beyond the developer's obligations. The funding source is the City/County Traffic Mitigation Fund, resulting in no impact to the City General Fund.

CC #: 2524

File #: 0400-04-12-1 & 0800-06

CONTACT: Matthew Todd 916-774-5562 mtodd@roseville.ca.us

7.11. Communication Software Maintenance - License Agreement Amendment

Memo from Management Analyst Mark Peinado and Police Chief Troy Bergstrom recommending the City Council adopt RESOLUTION NO. 23-046 APPROVING A LICENSE AGREEMENT AMENDMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND TYLER TECHNOLOGIES INC. Staff requests Council approve an amendment to an existing agreement with Tyler Technologies to provide 4 years of software maintenance for Brazos software, which is used to issue electronic citations and to help store demographic information as required by the Racial & Identity Profiling Act. The total amount over 4 years is \$140,957.56. Funding to cover the FY2022-23 cost of \$33,692.67 has been approved in the Information Technology Operations Fund budget.

CC #: 2519

File #: 0323

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

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

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

7.12. Sierra Vista Solaire Phase 6, Village 5 Bike Trail Project - Reimbursement Agreement and Budget Adjustment

Memo from Transportation Grants Analyst Cameron Schreiter and Public Works

Director Jason Shykowski recommending the City Council adopt RESOLUTION NO. 23-050 APPROVING A REIMBURSEMENT AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND PULTE HOME COMPANY, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 6609 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 the Reimbursement Agreement for Sierra Vista Solaire Phase 6, Village 5 Bike Trail project between the City and Pulte Home Company LLC. The developer, Pulte Home Company LLC, will pay upfront costs for the construction of the trail at an estimated cost of \$282,613. Staff also requests Council approve a budget adjustment in the amount of \$282,613 to cover costs to construct the Sierra Vista Solaire Phase 6, Village 5 Bike Trail project within Parcels FD-85, FD-84 and LOT G of FD-5 of the Sierra Vista Specific Plan (SVSP). Reimbursement will be provided through bike trail development fees collected for SVSP. There is no fiscal impact to the General Fund.

CC #: 2523

File #: 0721-05 & 0201-01

CONTACT: Cameron Schreiter 916-746-1302 ctschreiter@roseville.ca.us

7.13. Edward Byrne Memorial Justice Assistance Grant Program - Grant Award and Budget Adjustment

Memo from Management Analyst Mark Peinado and Police Chief Troy Bergstrom recommending the City Council adopt RESOLUTION NO. 23-047 ACCEPTING A GRANT AWARD FROM THE UNITED STATES DEPARTMENT OF JUSTICE, OFFICE OF JUSTICE PROGRAMS AND AUTHORIZING THE MAYOR TO EXECUTE THE REQUIRED DOCUMENTS ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 6607 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 United States Department of Justice, Office of Justice Programs and authorize the Mayor to execute the grant award document on behalf of the City. The Roseville Police Department has been awarded a grant in the amount of \$21,343 from the U.S. Department of Justice, Office of Justice Programs. The grant will be used to support the department's crime prevention, marketing, and public outreach programs. The recommended budget adjustment will appropriate \$21,343 of grant funding in the City's Grants Fund. The budget adjustment will have no net impact on the City's General Fund.

CC #: 2520

File #: 0214 & 0201-01

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

Ordinances (for second reading and adoption)

7.14. Second Reading - 2022 Speed Limit Ordinance Update

ORDINANCE NO. 6610 AMENDING SECTION 11.28.010 OF CHAPTER 11.28 OF TITLE 11 OF THE ROSEVILLE MUNICIPAL CODE REGARDING SPEED LIMITS, for second reading and adoption.

CC #: 2525

File #: 0316-04

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

7.15. Second Reading - Advanced Metering Infrastructure - Roseville Municipal Code Amendment

ORDINANCE NO. 6611 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, for second reading and adoption.

CC #: 2526

File #: 0800-03

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

END OF CONSENT CALENDAR

8. ORDINANCES

8.1. Royer Park Play Area Expansion Project - Award of Contract and Budget Adjustment

Memo from Park Development Project Manager Heather Buck and Parks, Recreation & Libraries Director Jill Geller recommending the City Council adopt RESOLUTION NO. 23-043 APPROVING AN AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND SITEWISE CONSTRUCTION, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 6608 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 award an agreement in the amount of \$216,600 with change order authority in an amount not to exceed 10% for the contracted amount to Sitewise Construction, Inc. for rubber surfacing for increased accessibility into and around the play area and expansion of the adjacent picnic area with additional picnic tables, a shade shelter, and landscape planting. Staff also requests approval of a budget adjustment to redirect \$128,000 from the Royer Park Maintenance Building Upgrades Project to the Royer Park Play Structure Replacement Project for the Americans with Disabilities Act (ADA) access within the play area and an added shade structure, both of which were included to address public outreach requests for a more accessible playground. The budget adjustment also includes allocation of \$177,952 from the Per Capita State Grant Program (Prop 68) for a total project budget of \$728,952. The project was approved in FY2020-21 using funds from the Parks, Recreation & Libraries Capital Fund. The school-aged play structure at Royer Park has reached the end of its useful life, as it is 24 years old. Ongoing

maintenance costs are anticipated to remain the same and are already included in the Parks, Recreation & Libraries budget in the General Fund.

CC #: 2516

File #: 0704 & 0201-01

CONTACT: Heather Buck 916-774-5254 hcbuck@roseville.ca.us

Parks, Recreation & Libraries Director Jill Geller introduced Park Planning & Development Superintendant Tara Gee.

Park Planning & Development Superintendant Tara Gee made the presentation to the City Council.

No public comment received.

Motion by Scott Alvord, seconded by Krista Bernasconi, to adopt RESOLUTION NO. 23-043 APPROVING AN AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND SITEWISE CONTRUCTION, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 6608 AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2022-23 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. The Motion Passed.

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

8.2. Cash for Grass Program - Budget Adjustment

Memo from Water Conservation Administrator Bobby Alvarez and Environmental Utilities Director Richard Plecker recommending the City Council adopt ORDINANCE NO. 6606 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 in the amount of \$200,000 for the Cash for Grass Program rebates. Funding for this budget adjustment is available in the Water Operations Fund.

CC #: 2511

File #: 0800-02 & 0201-01

CONTACT: Bobby Alvarez 916-746-1710 balvarez@roseville.ca.us

Assistant Environmental Utilities Director Sean Bigley introduced Water Conservation Administrator Bobby Alvarez.

Water Conservation Administrator Bobby Alvarez made the presentation to the City Council.

No public comment received.

Motion by Scott Alvord, seconded by Pauline Roccucci, to adopt ORDINANCE NO. 6606 AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2022-23 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. The Motion Passed.

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

9. COUNCIL REPORTS / PUBLIC COMMENTS

No public comment received.

South Placer Wastewater Authority Meeting - Councilmember Pauline Roccucci reported.

Westpark High School Aquatic Center Polar Plunge Fundraising Event - Councilmember Scott Alvord reported on attendance.

Building Industry Association - Vice Mayor Krista Bernasconi reported on accepting an award on behalf of the City.

Placer Regional Homelessness Project Task Force - Vice Mayor Krista Bernasconi reported on attendance.

Placer County Association of Realtors Lunch and Learn - Mayor Bruce Houdesheldt reported on speaking at the event.

10. ADJOURNMENT

Mayor Bruce Houdesheldt adjourned the meeting at 6:45 p.m.



COUNCIL COMMUNICATION

CC #: 2529
File #: 0203-09

Title: Centrifuge Repair Parts and Replacement Equipment - Sole Source Purchase Order
Contact: Blaine Wiegel 916-746-1833 bwiegel@roseville.ca.us

Meeting Date: 2/15/2023
Item #: 7.2.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council approve a sole source purchase order with GEA Westfalia for the purchase of repair parts and replacement equipment for the three centrifuges at the Pleasant Grove Wastewater Treatment Plant.

Additionally, staff requests that the City Council adopt a resolution authorizing 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 Wastewater Utility operates and maintains three GEA Westfalia Separator Centrifuges for the dewatering of biosolids. Dewatering biosolids significantly reduces the cost of disposal, or beneficial use by reducing the weight before hauling. These centrifuges have been in service for 20 years and require annual maintenance and periodic significant rehabilitation. Maintenance records and the manufacturer's recommended rehabilitation schedule are used to estimate current and future parts needed for this effort. GEA Mechanical Equipment US, Inc. is the sole source distributor and manufactured parts provider for Westfalia Centrifuges and their subcomponents manufactured by GEA Westfalia Separator.

FISCAL IMPACT

The estimated annual cost is \$300,000 for FY2022-23; \$300,000 for FY2023-24; \$300,000 for FY2024-25; \$300,000 for FY2025-26; and \$300,000 for FY2026-27. The total not-to-exceed cost is \$1,500,000 over five years. Funding will be provided from the Wastewater Operations Fund budget.

ENVIRONMENTAL REVIEW

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

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

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

Respectfully Submitted,

Blaine Wiegel, Preventative Maintenance Coordinator

Richard Plecker, Environmental Utilities Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 23-052

RESOLUTION NO. 23-052

APPROVING A SOLE SOURCE PURCHASE ORDER FOR CENTRIFUGE REPAIR PARTS
AND REPLACEMENT EQUIPMENT

WHEREAS, a sole source purchase order for the purchase of centrifuge repair parts and replacement equipment, between the City of Roseville and GEA Westfalia, has been reviewed by the Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said purchase order is hereby approved and 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



COUNCIL COMMUNICATION

CC #: 2547
File #: 0203-07

Title: Outage Management System - Contract Purchase Agreement Amendment
Contact: Steve Hancock 916-774-5631 sjhancock@roseville.ca.us

Meeting Date: 2/15/2023
Item #: 7.3.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution to approve Amendment #2 to Contract Purchase Agreement 3000172 amending the Outage Management System and Interactive Voice Response contract to extend the end date to December 31, 2024 and increase the contract amount by \$20,000, and authorize the City Manager to execute it.

BACKGROUND

Roseville Electric implemented an Outage Management System (OMS) and Interactive Voice Response (IVR) solution in 2020. The OMS solution requires integration with the Advanced Metering Infrastructure (AMI) solution. The original contract specified the AMI / OMS integration as part of Phase 2 for the OMS implementation. Since the AMI solution was still in the initial implementation phase when the OMS Phase 1 solution was completed, the OMS contractor was unable to provide the integration during the initial implementation of the OMS solution. The integration of these systems will allow for real time communications between OMS and AMI allowing dispatchers to ping the new AMI meters for current meter status. Due to the changes in the AMI project timeline and scope, the OMS and IVR contract requires an extension to the original contract time and increase the contract amount to implement the AMI / OMS integration.

FISCAL IMPACT

The total cost of services will not exceed \$460,429. Funding is included in the Electric Fund operating 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. 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,

Steve Hancock, Senior Electric Business Analyst

Dan Beans, Electric Utility Director

A handwritten signature in blue ink, consisting of several overlapping loops and a horizontal line, likely representing the name Dominick Casey.

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 23-067

3000172 Amendment 2

RESOLUTION NO. 23-067

APPROVING AMENDMENT #2 TO CONTRACT PURCHASE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND DATAVOICE INTERNATIONAL INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, Amendment #2 to Contract Purchase Agreement (3000172) for the Outage Management System, by and between the City of Roseville and DataVoice International Inc., has been reviewed by the City Council.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said contract purchase agreement amendment 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 3000172

Supplier Details:

Company DataVoice International Inc
Contact Denna Sandoval
Address 2220 Bush Drive

McKinney, TX 75070

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 3000172

Agreement	3000172
Agreement Date	18-DEC-2019
Change Order	5
Change Order Date	02-DEC-2022
Revision	2
Agreement Amount	460,429.00 USD

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

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

Supplier **DataVoice International Inc**
 2220 Bush Drive

McKinney, TX 75070
Phone: (972) 390-8808
Fax: ()
Email: kelli@datavoiceint.com

Description of Labor, equipment and/or materials AMENDMENT #2
 CONTRACT PURCHASE AGREEMENT 3000172, WHICH WAS EXECUTED ON 2/5/20, IS HEREBY MODIFIED AS FOLLOWS:

THE TERM OF THE AGREEMENT IS INCREASED BY 22 MONTHS AND 25 DAYS AND THE EXPIRATION OF THE AGREEMENT IS CHANGED FROM 2/5/23 TO 12/31/24.

THE AGREEMENT AMOUNT IS MODIFIED FROM \$440,429.00 TO \$460,429.00. THE MODIFICATION IS TO SUPPORT THE INTEGRATION BETWEEN AMI AND OCS DUE TO THE CHANGES TO THE AMI SCHEDULE. BASED ON THE FINAL IMPLEMENTED AMI SOLUTION, THERE IS A NEED FOR THE ADDITIONAL CONSULTING HOURS TO MAKE SURE WE CAN PROPERLY BUILD OUT THE CUSTOM INTEGRATION. THE ADDITIONAL PROFESSIONAL SERVICES TIME IS IN ACCORDANCE WITH THE ATTACHED DATAVOICE INTERNATIONAL PROPOSAL DATED 10/26/22.

ALL OTHER PROVISIONS OF THE AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT

Please contact Jason Grace in the Electric Department at (916)774-5643 for questions regarding this agreement.

Customer #	Supplier #	Payment Terms	Freight Terms	FOB	Shipping Method
	14501	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 Signature-Purchase Manager

Supplier	
Signature:	
Print Name:	Jeff Bender
Title:	CEO

Supplier	
Signature:	
Print Name:	Todd Richardson
Title:	CFO

City of Roseville, A Municipal Corporation	
Signature:	
Print Name:	Shannon Wiest
Title:	Purchasing and Warehouse Manager



Proposal

To provide:
80 hours of PS time

For:
Roseville, City of
Roseville, CA

Presented to:
Sage Armstrong

Issued:
Wednesday 26th of October 2022 01:30:46 PM

Contact:
Kendra Banton
Account Manager

dataVoice International
760 N. Watters Road, Ste 100
Allen, TX 75013
(972)390-8808

Statement of Work:

dataVoice will install and configure the product modules pursuant to the scope set forth in the Product Description section of the proposal. Products listed as Optional at the time of signing are not included in any installation and configuration until they are purchased by the customer. Any material changes or deviations from the standard configuration may, in dataVoice's sole discretion, result in additional fee(s). It is specifically understood that non-disclosed or misrepresented material facts and issues revealed during the discovery process may require additional fees.

The City of Roseville is purchasing 80 hours of Professional Services time. This time will be available to the City of Roseville to use as they need.

Project Management fees for a 90 day project implementation have been included. If the project delays beyond the 90 period, dataVoice reserves the right to submit a change order for additional project management fees as necessary.

**QUOTATION COST SUMMARY
NON-RECURRING, INITIAL COSTS**

OMS

License Fees:	\$0.00
Professional Services:	\$20,000.00
Subtotal:	\$20,000.00
Total non-recurring costs	\$20,000.00

RECURRING FEES, ANNUAL COST

Total annual cost of recurring fees	\$0.00
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Product Descriptions

The OMS portion of the proposal includes the following modules:

Custom Software OMS - Price: \$20,000.00 Qty: 80

2. PAYMENT AND TERMS

this quote is performed pursuant to the Terms and Conditions signed between dataVoice and the City of Roseville dated 12/5/20

Milestone	Contingent On	Terms	Amount
Contract Signing	None		\$0.00
Start Project - Project Kickoff Meeting	None		\$0.00
Installation Complete	None	50%	\$10,000.00
Project Completed -Final Billing	None		\$0.00
Project Completed Ready for final testing	None	50%	\$10,000.00
Training	None		\$0.00
Go Live	None		\$0.00

ACCEPTANCE OF AGREEMENT

Customer warrants and represents that the price and conditions are satisfactory and are hereby accepted through Customer's authorized signature below.

Customer's authorized signature below is authorization for dataVoice International, Inc. to perform under the conditions contained herein and expressly made a part of this agreement. This Agreement may be executed in counterparts.

Customer Signature:

Roseville, City of

By: _____

Printed Name: _____

Title: _____

Date: _____

dataVoice International

By: _____

Printed Name: Denna Sandoval

Title: Vice President

Date: _____



COUNCIL COMMUNICATION

CC #: 2548
File #: 0504-01

Title: 2023 Citywide Records Retention Schedule Update
Contact: Gretchen Hakala 916-774-5325 ghakala@roseville.ca.us

Meeting Date: 2/15/2023
Item #: 7.4.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution approving the 2023 Citywide Records Retention Schedule.

BACKGROUND

California Government Code Section 34090 provides that certain City records, instruments or documents may be destroyed with the approval of the City Council by resolution and written consent of the City Attorney. The Citywide Records Retention Schedule is updated and maintained by the City Attorney's office to direct City staff with regards to the retention of both physical and electronic records. This year's updates are routine in nature and include changes to statutory references, eliminating documents from the schedule that the City no longer creates, and adding new documents to the schedule.

FISCAL IMPACT

Maintaining a records retention schedule which allows for the destruction of specified types of documents after a certain period of time will likely result in unspecified reductions to document storage and retrieval costs. There is no fiscal impact to the General Fund.

ENVIRONMENTAL REVIEW

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

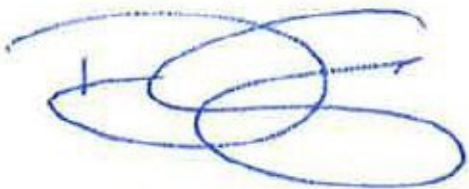
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal A - Remain fiscally responsible in a changing world

Respectfully Submitted,

Gretchen Hakala, Paralegal

Michelle Sheidenberger, City Attorney



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 23-068

2023 Records Retention Schedule (REDLINE)

2023 Records Retention FINAL

RESOLUTION NO. 23-068

ADOPTING THE 2023 CITYWIDE RECORDS RETENTION SCHEDULE

WHEREAS, Government Code Section 34090 provides that certain City records, documents, or instruments may be destroyed with the approval of the City Council by resolution and with the written consent of the City Attorney; and

WHEREAS, staff desires to update the current Citywide Records Retention Schedule to supersede the 2022 Citywide Records Retention Schedule; and

WHEREAS, the City Council has reviewed the revised 2023 Citywide Records Retention Schedule.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Roseville that the 2023 Citywide Records Retention Schedule is hereby adopted.

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
2023 Records Retention Schedule
(For both paper and electronic records)

DEPARTMENT / DIVISION	CODE	RECORDS	ORIGINAL RETENTION	DUPLICATE RETENTION	CITATION	REMARKS
CITY-WIDE						
100	001	Accident Reports	C + 7	2	29CFR 1904.2; 29CFR 1904.6	Not Fire or Police
100	002	Administration Files	With Dept. 2		GC 34090	
100	003	Administrative Regulations	City Mgr. S + 2	S	GC 34090	
100	004	Agreements – Executed	City Clerk P	C	CCP 337; GC 34090	CCP 337 – 4 years
100	005	Audio Tapes – Board & Commission Meetings	1	1	GC 34090.7	
100	006	City Brochures & Publications	2		GC 34090	Templates are considered preliminary drafts exempt from disclosure (GC 7927.500-6254(a))
100	007	CEQA Documentation	City Clerk P	C+2	GC 34090(a); CEQA Guidelines	

2/15/23 01/25/22

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DEPARTMENT/ DIVISION	CODE	RECORDS	ORIGINAL RETENTION	DUPLICATE RETENTION	CITATION	REMARKS
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100	008	Chron Files	2		GC 34090	Chronological files - correspondence
100	009	Consent for Medical Treatment	5		GC 34090	
100	010	Conflict of Interest Statements (includes FPPC Annual Filing)	City Clerk 8	S	GC 34090	
100	011	Construction Standards	P		GC 34090	
100	012	Council & Commission Agendas	3	2	GC 34090	
100	013	Council & Commission Approved Minutes	City Clerk P	2	GC 34090 (d); 36814, 40801	34090 (d) – records less than 2 years
100	014	Council Communications Land Development	City Clerk 10 20P	2	GC 34090	For research purposes
100	015	Department/Division Files – General	2	2	GC 34090	
100	016	Department History/Historical Files	P	2	GC 34090	
100	017	Disaster Plan	S		GC 34090	
100	018	Employee Work Calendars or Diaries	2	2		
100	019	Fee Schedules	S + 2		GC 34090	
100	020	General Correspondence	2	2	GC 34090	
100	021	General Information Memos	City Mgr. 3	2	GC 34090(d)	
100	022	Grant Files	C + 7		GC 34090	

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100	023	Incident Reports	2		29CFR 1904.2; 29CFR 1904.6	
100	024	Intergovernmental Meetings & Projects	5	2	GC 34090	
100	025	Maintenance Records	2	2	GC 34090	
100	026	Memberships	T		GC 34090	
100	027	Meeting Procedures	S	S	GC 34090	
100	028	Monthly/Quarterly Performance or Status Reports	Finance 4	2	GC 34090	
100	029	MSDS Sheets	Purchasing or By Dept. P		GC 34090	
100	030	Payment Requests/Reimbursement/ Invoice Documents (including Petty Cash)	Finance 5	2	GC 34090	
100	031	Policies & Procedures (includes individual departments)	S + 2	S + 2	GC 34090	
100	032	Press Releases	2		GC 34090	
100	033	RFP's, RFQ's, Bids: Successful Unsuccessful	C + 5 C + 2		GC 34090; CCP 337; GC 25105.1	

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DEPARTMENT/ DIVISION	CODE	RECORDS	ORIGINAL RETENTION	DUPLICATE RETENTION	CITATION	REMARKS
100	034	Security video footage moved into Case Management (portions of routine, automated security video identified for retention rather than automatically overwritten or deleted)	1		GC 34090.6	
100	035	Security video footage not moved into Case Management	3 days , full recording; 30 days motion only		GC 34090.3	For uneventful, routine video recordings. Full recording is stored for 3 days; transitions to motion only retained for 30 days.
100	036	Subject files	3		GC 34090(d)	
100	037	Vehicle files (includes Pool Car)	S + 2	2	GC 34090	
100	038	Workplace Safety Inspections	2	2	GC 34090	
CITY ATTORNEY						
300	001	Boards and Commissions	25		GC 34090	
300	002	Bonds	10		GC 34090	City Clerk keeps C + 2
300	003	City Attorney personnel files	C + 2		GC 34090	
300	004	City owned facilities/properties files	10		GC 34090	
300	005	Claims - Potential Claims	25		GC 34090	<u>City Clerk keeps 5 years</u>

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DEPARTMENT/ DIVISION	CODE	RECORDS	ORIGINAL RETENTION	DUPLICATE RETENTION	CITATION	REMARKS
300	006	Code Enforcement - Administrative citations - Compliance documents Appeal Hearings	2 CL+2 10 <u>5</u>		GC 34090 (d)	
300	007	Conflict of interest – documents and opinions	<u>2</u> 5		GC 34090	
300	008	Districts – PBID	C + 5		GC 34090	
300	009	Easements	10		GC 34090	
300	010	Employee disciplinary actions, grievances, complaints and investigations	C + 2		GC 34090	
300	011	Grand Jury	10		PC 93 3(c)0 et seq.	Must be kept a minimum of 5 years
300	012	Legal Service Agreements	10		GC 34090	
300	013	Litigation Files (includes Pitchess Motions and Administrative)	City Attorney P <u>CL+2P</u>		GC 34090	
300	014	Ordinance F files	10		GC 34090	
300	015	Railroad	5		GC 34090	
300	016	Project Files	10		GC 34090	
300	017	Property Acquisitions	P		GC 34090(a)	
300	018	Small Claims	C + 2		GC 34090	
300	019	Stop Payment Notices	C + <u>2</u> 4		GC 34090	City Clerk retains for C + 2
300	020	Subpoenas	5		GC 5254 <u>34090</u>	

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300	021	Taxes	5		GC 34090	
CITY CLERK						
400	001	AB1234 Certificates	T + 1			
400	002	Agreements – Executed	P		GC 34090; CCP 337; CCP 343	At least 4 years
400	003	Bids / RFQ's (over council limit) • Successful Unsuccessful	7 2		GC 34090; CCP 337	
400	004	Applications, Boards, Commissions, Committees	CU + 2	2	GC 34090; GC 34090(e) for minutes, bylaws and resolutions	
400	005	Bonds and Securities	C + 2		GC 53921; GC 43900; CCP 337.5	
400	006	Ceremonial Resolutions and Proclamations	2		GC 34090	
400	007	Charter Files	P	10	GC 34090(e); GC 34458-60	
400	008	Council Appointment Process	P		GC 34090	
400	009	Council Salary Amendments	P		GC 34090	
400	010	Elections	7		GC 34090	

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400	011	Elections: Certificates of Election, Oaths of Office and Applications	5		GC 34090	
400	012	Grand Jury	10	2	GC 34090 <u>PC 933(c)</u>	<u>Must be kept a minimum of 5 years</u>
400	013	Municipal Code Revisions and Updates	P			
400	014	Notice of Adjournment	2		GC 34090	
400	015	Passport Transmittal Receipts	C + 2		GC 34090	
400	016	Records Management: Retention Schedules	S + 4		GC 34090; CCP 343	
400	017	Authorization to Destroy Certificates	P	2	GC 34090.5	
400	018	Stored Records Lists	S	S	GC 34090	
400	019	Public Records Requests	C + 2		GC 34090	
400	020	Resolutions & Ordinances	P		GC 34090(e)	
400	021	Stop Notices and Preliminary Notices	C + 2		GC 34090	
400	022	Tort Claims / Liability Claims	C + 5	2	GC 34090; GC 25105.5	
400	023	Video Tape – City Council and Commission Meetings	3	3	GC 34090	

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CITY MANAGER						
500	002	Environmental Review	C + 2	C + 2	GC 34090	Moved to Development Services
500	003	Fee Estimate Files	5	1	GC 34090	
500	004	Grant Applications	2		GC 34090	
500	005	Nexus Studies	P		GC 34090	
500	006	REACH Fund – Private Donation Record	City Clerk P	2	GC 34090	
DEVELOPMENT SERVICES						
Building						
600	001	All Construction Finals	P		GC 34090	
600	002	Building Permits w/Inspections	P		H&S 19850; GC 34090	
600	003	Building Permits without Inspections	C + 2		H&S 19850; GC 34090	
600	004	Code Enforcement	C + 5		GC 34090	
600	005	Construction Permit Files	P		GC 34090	Electronic files
600	006	Daily Inspection List	3		GC 34090	

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600	007	Encroachment Permits and Grading Permits (temporary in Nature)	C + 2		GC 34090	
600	008	Encroachment Permits (permanent)	P		GC 34090	
600	008.5	Environmental Review	C + 2	C + 2	GC 34090	
600	009	Plan Checks, Expired – Application & Expiration Notification Letter	C+2		GC 34090	
600	010	Plans – Commercial	P		GC 34090(a); H&S 19850	
600	011	Plans, Customer Residential	C + 1		GC 34090	
600	012	Plans – Production Residential	C + 180 days		GC 34090	
600	013	Tenant Improvement Inspections	P		GC 34090	
Engineering						
600	014	Construction / Design Standards	P		GC 34090	
600	015	Grant Files	C + 7		GC 34090	
600	016	Improvement Plans	P		GC 34090	
600	017	Leases	10		GC 34090	
600	018	Project Files including:			GC 34090	
600	019(a)	• Drainage Studies & Watershed Maps	P		GC 34090	Microfilm after 2 years
	019(b)	• Pad Certification	P		GC 34090	Microfilm after 2 years

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	019(c)	Permits (Encroachment, Grading, Trench Cut)	P		GC 34090	Microfilm after 2 years
	019(d)	Conditions	P		GC 34090	Microfilm after 2 years
	019(e)	Submittals and Correspondence related	C		GC 34090	Microfilm after 2 years
	019(f)	Revisions & Correspondence related	C		GC 34090	Microfilm after 2 years
	019(g)	Punch List	C		GC 34090	Microfilm after 2 years
	019(h)	COC Package	P		GC 34090	Microfilm after 2 years
	019(i)	Soil Reports	P		GC 34090(d); CCP 338.1	CCP 337.1 - 5 years
	019(j)	As Built Plans	P		GC 34090	Microfilm after 2 years
600	020	Property Acquisitions	P		GC 34090(a); GC 7928.70562544 h); CCP 337.2	
600	021	Recorded Maps and Improvement Plans	P		GC 34090	
600	022	Roseville Community Hospital	P		GC 34090	
600	023	Stormwater Inspection Data	C + 3		GC 34090	
Planning	Administrative draft reports are destroyed upon approval of final reports					
600	024	Annexations / Detachment	P	10	GC 34090	

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DEPARTMENT/ DIVISION	CODE	RECORDS	ORIGINAL RETENTION	DUPLICATE RETENTION	CITATION	REMARKS
600	025	Development Agreements	City Clerk P		GC 34090	
600	026	Easements	P		GC 34090	
600	027	General Plan Files	City Clerk P		GC 34090	
600	028	Grading Plan	P		GC 34090	
600	029	Home Occupation	P		GC 34090	
600	030	Lot Line Adjustments	P		GC 34090	
600	031	Parcel Maps	P	10	GC 34090	
600	032	Permits	P		GC 34090	
600	033	Project Files (includes special projects)	P		GC 34090	
600	034	Sign Files	P		GC 34090	
600	035	Specific Plan Files	P	20	GC 34090	
600	036	Standard Sign Permits	P	C + 2	GC 34090	
600	037	Subdivision Files	P	10	GC 34090	
600	038	Variance	P		GC 34090	
600	039	Voluntary Merger	P		GC 34090	
600	040	Zoning / Rezone	P	5	GC 34090	
ECONOMIC DEVELOPMENT						
Housing						
700	001	Affordable Purchase Client Files	C + 3		GC 34090	
700	002	Affordable Rental Agreement Files – Active – General Correspondence	3		GC 34090	

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700	003	Affordable Rental Agreement Files – Expired	C + 3		GC 34090	
700	004	Affordable Rental Agreements	C	Scanned copy 15 years	GC 34090	
700	005	CDBG Program Files	C + 3		GC 34090 24 CFR 570, 503	
700	006	First Time Homebuyer Client Files	C + 3		GC 34090	
700	007	First Time Homebuyer Wait List Files	3		GC 34090	
700	007.1	Grant Applications	2		GC 34090	
700	008	HCV Program – Housing Assistance Payments/Check Stubs	2		GC 34090	
700	009	HCV Program Participant & Applicant	3		GC 34090	
700	010	HOME Applications & Agreements	C + 5		GC 34090	
700	011	HOME Program Client Files	C + 5		GC 34090	
700	012	Housing Authority	City Clerk P		GC 34090	
700	013	Housing Authority – Housing Assistance Payment Check Stubs	2		GC 34090	
700	014	Housing Rehabilitation Client Files	C + 3		GC 34090	

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DEPARTMENT/ DIVISION	CODE	RECORDS	ORIGINAL RETENTION	DUPLICATE RETENTION	CITATION	REMARKS
700	015	Housing Rehabilitation Wait List Files	3		GC 34090	
Redevelopment and Successor Agency						
700	017	Bank Statements	P		GC 34090	
700	018	Bond Documents	P		GC 34090	
700	019	Financial Statements and Audit Reports	P		GC 34090	
700	020	Oversight Board Resolutions	P		GC 34090	
700	021	Railroad files	P		GC 34090	
700	022	Redevelopment Projects – Bond Financed	P		GC 34090	
700	023	Redevelopment Projects – Tax Increment Financed	10		GC 34090	
ELECTRIC						
Electric / Risk & Compliance						
800	001	AB32 GHG Emissions Verification Opinions and Inventory Reports	10		GC 34090	
800	002	CEC reports and filings	P		GC 34090	

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800	003	Compliance filings and reports	S + 10		GC 34090	
800	004	GHG Management Plan	10		GC 34090	
800	005	NERC Reliability Standards Evidence	S		GC 34090	Current information is kept until a new audit is performed
800	006	Standard Operating Procedures	P10		GC 34090	
Electric / Construction						
800	007	General Order Inspections (G095/128)	P		GC 34090	Stored in Maximo
800	008	Construction Maintenance Inspection Reports (G0165)	P		GC 34090	Stored in Maximo
Electric / Dispatch						
800	009	Audio Recordings – Dispatch Phone and Radio	1 Corp Yard		GC 34090	Stored by IT
800	010	Daily Dispatch Reports	P		GC 34090	
800	011	Dispatch Service Requests	P		GC 34090	Stored in Maximo
800	012	Outage Reports	P		GC 34090	
Electric / Engineering						
800	013	Data Logs	P		GC 34090	

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DEPARTMENT/ DIVISION	CODE	RECORDS	ORIGINAL RETENTION	DUPLICATE RETENTION	CITATION	REMARKS
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800	014	Drawings	P		GC 34090	
800	015	Project Files – Engineering	P		GC 34090	
800	016	Technical Files	P		GC 34090	
Electric / Generation						
800	017	Construction Drawings	P		GC 34090	
800	018	Equipment Drawings	P		GC 34090	
800	019	Equipment Maintenance Records	P		GC 34090	
800	020	Equipment manuals and specifications	P		GC 34090	
800	021	Generation compliance records and communications	P		GC 34090	
800	021.1	Hazard Materials Records	P		GC 34090	
800	022	J Log	P		GC 34090	
800	022.1	Maintenance Work Orders	P		GC 34090	
800	023	MSDS sheets	P		GC 34090	
800	023.1	Project Files - Engineering	<u>P</u> 2		GC 34090	
800	023.2	SPCC/HMPB – Spill Prevention	P		GC 34090	
800	024	Video Access Log	90 days		GC 34090	
Electric / Metering						

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800	025	Customer Requested Meter Test Data	P		GC 34090	Stored in Maximo
800	026	Historical Address Locations & Test Data	P		GC 34090	Stored in Access DB
800	027	Power Quality Recordings	P		GC 34090	Sent to engineering and stored in electric shared drive
800	028	Meter Test Results	P		GC 34090	Stored in Maximo
800	029	Tenant Improvement Plan Checks and Inspections	C Planning Dept.		GC 34090	Accela – storage of data handled by Development Services
Electric / New Services						
800	030	Project Job Files – New Services	P		GC 34090	
Electric / Operations						
800	031	Department of Transportation Driver Proficiency	P		GC 34090	Stored by Risk Management
800	032	Hazard Materials Records	P		GC 34090	Stored in Maximo and electric shared storage drive
800	033	Maintenance Work Orders	P		GC 34090	Stored in Maximo

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800	035	MSDS Sheets	P		GC 34090	Stored in REU warehouse and/or ops admin building – electronic MSDS files as well
800	036	SPCC/HMPB – Spill Prevention	P		GC 34090	Stored in REU Warehouse and/or ops admin building
800	037	Tree Maintenance Inspections	P		GC 34090	Stored in ops admin building
800	038	Vehicle Inspection Forms	90 days		GC 34090	Stored in ops admin building and/or electronically through Zonar
Electric / Power Supply						
800	039	AB32 Invoices	P		GC 34090	
800	040	AB32 Emission Instrument Transaction Confirmations	P		GC 34090	
800	041	Corporate Guarantees	P		GC 34090	
800	042	Greenhouse Gas Verification Documents	P		GC 34090	
800	043	Master Contracts / Agreement	P City Clerk		GC 34090	

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800	044	Outside Reports generated for outside agencies or Council	P		GC 34090	
800	046	Power and Natural Gas Transaction Confirmations	P		GC 34090	
800	047	Renewable Transaction Confirmations	P		GC 34090	
800	048	Scheduling Data / Documentation	P		GC 34090	
800	049	Settlement Invoices – ALL	P		GC 34090	
800	050	Settlements – Power Bills – Wire Requests	11 Accts Payable		GC 34090	
800	051	SQL Server Data Warehouse	P		GC 34090	
Electric / Finance						
800	052	Annual financial reporting for bond issues – continuing disclosure	3 years past bond maturity		GC 34090	
800	053	Cost of Service Study	P		GC 34090	
800	054	Customer Counts	P		GC 34090	
800	055	NOAA Weather	P		GC 34090	

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800	056	Official Statements	3 years past bond maturity		GC 34090	
800	057	Quarterly Letter of Credit	3 years past bond maturity		GC 34090	
800	058	Revenue Reports	P		GC 34090	
Electric / Retail						
800	059	EPBI Solar Rebates: — paper applications - electronic files	35 P		GC 34090	
800	060	Grant Programs – Commercial Rebate documents for auditing purposes: paper applications electronic files	35 P		GC 34090	
800	061	PBI solar rebates: — paper applications - electronic files	15 P		GC 34090	Delete record – no longer exists
800	062	Public Benefits rebates: paper applications (non-solar) electronic files	35 P		GC 34090	

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800	063	Shade Tree rebates: — paper applications - electronic files	6 P		GC 34090	Delete record - no longer exists
Electric / Substation						
800	064	HMPB/SPCC for each substation with more than 1320 gallons of oil	P		GC 34090	Stored at each substation facility
800	065	MSDS & Hazard Information sign	P		GC 34090	Located at each substation facility
800	066	SF6 Gas for each substation	P		GC 34090	Stores in ops admin building and/or substation facility
800	067	Substation Entry Log Books	10		GC 34090	Stored in ops admin building and/or substation facility
800	068	Substation Maintenance Records	P		GC 34090	Stored in Maximo – Legacy stored on electric shared drive
Utility Billing						
800	069	Bad Debt Accounts – electronic information	5	5	GC 34090	
800	069.1	Customer Deposit Listing	T		GC 34090	

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800	070	Monthly Revenue Summary Report	3		GC 34090	
800	072	Payments from Credit Bureau	3 5		GC 34090(c)	
800	073	Referred to Credit Bureau	5		GC 34090(c)	
800	074	Remittance Stub	3		GC 34090	
800	075	Utility Bills Archives	3		GC 34090	
800	076	Utility Customer correspondence	5 3		GC 34090	
800	077	Utility Service Orders	2		GC 34090	
Utility Billing						
800	078	Billing Reports — Abrd & Upload reports	2		GC 34090(c)	Delete record – no longer exists
800	079	Meter Reading Audit report	2		GC 34090(c)	Delete record – no longer exists
Utility Customer Service						
800	080	Abd – Automatic Bank Draft requests	3		GC 34090(c)	
800	081	Cash Receipt – Utility Payments	3		GC 34090(c)	
800	082	ERAP/Med Applications (Electric Rate Assist Applications)	3		GC 34090	
800	083	Payment Agreements information	3		GC 34090	

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800	084	Returned Checks information	3		GC 34090	
800	085	Vouchers – Project GO / HEAP / Salvation Army	3		GC 34090	
Electric/Energy Systems						
800	086	Department File Shares (electronic record)	P		GC 34090	
800	087	Security camera records (Hilltop and REP)	90 days		GC 34090	
ENVIRONMENTAL UTILITIES						
900	001	Landfill / Solid Waste (including MRF)	10	10	GC 34090	
900	002	Water Service	5	5	GC 34090	
900	003	Water Treatment Plant Files	5	5	GC 34090	
900	004	Water Waste Notice	1	1	GC 34090	
900	005	Wastewater Treatment Plant Files	5	5	GC 34090	
Business Services						
900	006	Annual Financial Reporting for Bond Issues – Continuing Disclosures	10 yrs. Past bond maturity		GC 34090	

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900	007	Bond Documents	10 yrs. Past bond maturity		GC 34090	
900	008	Budget Documents	CU + 6		GC 34090	
900	009	Official Statements	10 yrs. Past bond maturity			
900	010	Policies and Procedures	S + 5		GC 34090	
900	011	Prop. 218 Protests	CL + 2		GC 53755	Written protests should be kept for two years following the date of the public hearing
900	012	Rates	CU + 4		GC 34090	
900	012.5	CIP Final Document Project Files	P	P	GC 34090	
South Placer Wastewater Authority JPA						
900	013	SPWA Board Meeting Files	P		GC 34090	
900	014	SPWA Minutes & Resolutions	P		GC 34090	
FINANCE						
Accounts Payable						
1000	001	1099	5		41 CFR 50 201.501	Records must be kept at least 3 years
1000	002	Paid Invoices & Related Reports	CU + 5		GC 34090	

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1000	004	Quarterly Reports	5		GC 34090	
Budget						
1000	009	Adopted Annual Budget	P		GC 34090	Hard copy budget document, including five year capital improvement plan and data in City financial system
1000	010	Annual CIP's	P		GC 34090	
1000	011	Budget Adjustments	P		GC 34090	Effective FY2022-23 all budget documents will be saved in electronic format only
1000	012	CIP's Carry Over	CU + 4		GC 34090	Effective FY2020-21 budget the City no longer conducts an annual CIP carry over. Current financial system allows for the tracking of CIPs over multiple fiscal years
1000	013	Indirect Cost Study (Cost Allocation Plan)	P		GC 34090	
1000	014	Annual City Manager Budget Review Materials Managers Review Annual Budget	S		GC 34090	
1000	015	Quarterly Reports	C + 1 <u>1</u>		GC 34090	

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1000	016	Proposed Annual Budget	CU + 2		GC 34090	Hard copy budget document including five year capital improvement plan
Cash Management						
1000	017	AR Paid Invoices	3		GC 34090	
1000	018	AR Reports	3		GC 34090	
1000	019	Assessment Districts – Formation	P			
1000	020	Bank Reconciliation	CU + 5		GC 34090	
1000	021	Bank Statements	5		GC 34090	
1000	022	Cash Receipts – Daily Cash	3		GC 34090	
1000	023	Credit Card & Class Credit Card	3		GC 34090	
1000	024	Daily Cash Summary	3		GC 34090	
1000	024.1	Grant Files	C + 3			
1000	025	Investment Report	P		GC 34090; CCP 337; GC 53607	No less than 4 years
1000	026	Wire Transfers	CU + 5		GC 34090	
General Accounting						
1000	026	Documentation for Audits	P		GC 34090	

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1000	027	Bonds – Long Term Debt	C + 30		GC34090(e); CCP 337.5; GC 53921	
1000	029	Community Facilities District	P		GC 34090	
1000	029.1	Cable Documentation	P		GC34090	Formerly with City Mgr.
1000	030	FEMA	CU + 5		GC 34090	
1000	031	Cal EMA	CU + 5		GC 34090	
1000	032	Audited Financial Statements	P		GC 34090	
1000	033	Fixed Assets	5		GC34090(e); 26 CFR 301 65-1(f)	
1000	034	Franchises	P		GC 34090	
1000	035	Trial Balance	CU + 5		GC 34090	
1000	036	Grant Files	C + 3		GC 34090	
1000	037	Fund Transfers	CU + 5		GC 34090	
1000	038	Journal Entries	CU + 5		GC 34090	
1000	039	Landscape & Lighting Districts	20		GC 34090	
1000	039.1	Petty Cash Custodian Forms	C + 1		GC 34090	
1000	040	State Mandated Costs	CU + 5		GC 34090	
1000	041	Taxes (Other)	5		GC 34090	
1000	041.1	Vehicle Inventory	CU + 1		GC 34090	
Licensing						
1000	042	Licenses (includes applications)	T + 4		GC 34090	

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1000	043	So. Placer County Tourism – Quarterly Assessment Collection	5		GC 34090	
1000	044	Transient Occupancy Tax Collection	5		GC 34090	
Payroll					GC 34090	
1000	045	Payroll Adjustment listing	7		GC 34090	
1000	048	Deferred Compensation Report	P		GC 34090	
1000	049	Garnishments	CU + 3		GC 34090	
1000	050	Leave Liability /Compensated Absence Reports	5	2	GC 34090	
1000	051	Payroll Check and EFT Registers	5		GC 34090	
1000	052	Payroll pay, deductions and contribution detail	7		GC 34090; GC 37207	
1000	053	PERS Report	P		GC 34090	
1000	054	Secondary Labor	10		GC 34090	
1000	055	Time Sheets	7		GC 34090(c); CFR 516.2	
1000	056	Year End – W2 Quarterlys, Back-up	7	2	GC 34090	
Purchasing						

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1000	056.1	Bid/Quotations	City Clerk Audit + 5	C	PC 273.5; PC 273.6; PC 646.9	PC 273.5 amended by SB 1005 (2016)
1000	056.2	Price Lists/Catalogs/Brochures	2	2	GC 34090	
1000	056.3	Purchasing Records	C + 5	2	GC 34090	
1000	056.4	RFQ's	C + 5	C + 4	GC 34090	
1000	056.5	Contract Purchase Agreements/Purchase Orders/Requisitions	C + 5	2	GC 34090	
1000	056.6	Central Stores purchase orders	C + 2	1	GC 34090	
1000	056.7	Central Stores stock requisition forms	C + 2		GC 34090	
1000	056.8	Asset transfer and retirement form	C + 2		GC 34090	
1000	056.9	Shipment memo records (Federal Express)	C + 2		GC 34090	
FIRE						
1100	001	Ambulance	7		GC 34090	
1100	002	Arson Investigation Files	6		PC 800; PC 801	Bodily Injury – 6 years Structure – 3 years
1100	003	Cost Recovery (DUI, HazMat)	C + 2		GC 34090	
1100	004	EKG Reports	4		GC 34090	

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1100	005	EMS Strips	7		GC 34090	
1100	006	Fire Inspection Reports	2	2	GC 34090	
1100	007	Fire Prevention Inspection Files	P		GC 34090	
1100	007.1	First Responder Fee	2		GC 34090	
1100	008	Hazardous Materials Files	P	2	GC 34090	
1100	009	Juvenile Firesetter Files	P		GC 34090	
1100	010	Patient Care Reports	7		GC 34090	
1100	011	Refusal Forms	4		GC 34090	
1100	012	Reports – Incident Reports / Dispatch Calls	5		GC 34090	
1100	013	Weed Abatement	5		GC 34090	
HUMAN RESOURCES						
1200	001	Benefits Files	5	2	GC 34090	
1200	002	Bargaining Units	10	5	GC 34090	
1200	003	Classification / Salary Plan	S + 2	S	GC 34090	

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1200	004	Consumer Price Index	2		GC 34090	
1200	005	EDD Notices	4		GC 34090	
1200	006	Employee Medical Files	P		GC 34090	
1200	007	Employee Personnel Files	P	C + 4	GC 34090 GC 12946 LC 432.3 (SB 807) (SB 1162)	Where litigation has been filed, such records must be maintained until the applicable statute of limitations has run, or until the conclusion of the litigation, whichever occurs first.
1200	008	Labor Relations	P	2	GC 34090	
1200	009	Memoranda of Understanding	P	2	GC 34090	
1200	010	Personnel Board Findings / Opinions / Decisions	P	2	GC 34090	
1200	011	Personnel Board Documents	5	2	GC 34090	
1200	012	Personnel Rules	P	2	GC 34090	

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1200	013	Recruitment	C + 4	2	GC 34090 GC 12946 (SB 807)	Where litigation has been filed, such records must be maintained until the applicable statute of limitations has run, or until the conclusion of the litigation, whichever occurs first.
1200	014	Unemployment Records	T + 3		GC 34090	
1200	015	Volunteer Files	2	2	GC 34090	
Risk Management						
1200	016	Accident / Incident Reports	2	2	GC 34090	
1200	017	CAL OSHA Inspection & Citations	P		GC 34090	
1200	018	Claims	C + 5		GC 25105.5	
1200	019	Employee Training Records	10		GC 34090	
1200	020	FEMA Disaster Claims	10		GC 34090	
1200	021	Insurance Certificates	C + 10		GC 34090	
1200	022	Safety Inspections / Reports / Manuals	2	2	GC 34090	
1200	023	Subrogation Files	C + 5		GC 34090	
1200	024	Workers Compensation	P		GC 34090	
INFORMATION TECHNOLOGY						

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1300	001.1	Call Accounting (individual logs)	550 days		GC 34090	
1300	001.2	Call Center (group)	550 days		GC 34090	
1300	001	Citywide, GIS Aerial Photography	P		GC 34090	
1300	002	Citywide, GIS Datasets (active)	C + 2		GC 34090	
1300	003	Citywide, GIS Datasets (inactive)	C + 2		GC 34090	
1300	006	Digital Voicemail / Digital Fax / Radio Communications Recording (non-emergency)	100 days		GC 34090	
1300	006.1	Non-emergency radio and phone communications recordings	1		GC 34090	
1300	007	Disaster Preparedness and Recovery plans	2	2	GC 34090	
1300	008	IT Inventory Records	Life of equipment + 2 years		GC 34090	
1300	009	Programming Source Code	C + 2		GC 34090	
1300	010	Service Requests / Response records	P		GC 34090	
1300	011	Standard Operating Procedures , TRGs, Knowledge Articles	3		GC 34090	
1300	012	System Backup Files / Tape Library / Digital Snapshot	3 months		GC 34090	

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1300	013	System Log File (Mission Critical / External Agencies)	2		GC 34090	
1300	014	Telecommunication / Cell Phone Billing Records	1		GC 34090	
1300	015	Telephone / Voicemail Log	960 days		GC 34090	-60 day maximum system capability
1300	016	Test System (Program / Database)	No retention		GC 34090	
1300	017	Website Contents / Records	No retention		GC 34090	
1300	018	Office365 – Teams Chat	30 days			
PARKS, RECREATION & LIBRARIES						
1400	001	Department Timecards	3		GC 34090	
1400	002	Facility Rental Applications and Special Event Applications, Contract and Packet	2		GC 34090	
1400	003	Golf Course Files	10		GC 34090	
1400	004	Liability Waivers / Registration or Membership Forms	5		GC 34090	
1400	005	Low Income Applications	2		GC 34090	
1400	006	Park, Facility and Golf Course Construction Folders	P		GC 34090	

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1400	007	Park and Playground Maintenance Records	P		GC 34090	
Adventure Club						
1400	008	Behavior Reports	5		GC 34090	
1400	009	Check Stubs from the State or County Office of Education	5		GC 34090	
1400	010	Child Care Grant Files	C + 5		GC 34090	
1400	011	Licensing Staff Files	C + 3		GC 34090	
1400	012	Sign In / Out Sheets, Schedule Agreements	C + 5		GC 34090	
1400	013	Student Files	5		GC 34090	
1400	014	Tuition Agreements	C + 5		GC 34090	
Library						
1400	015	California Public Library Report	5		GC 34090	
1400	016	CLSA Direct Loan Files	5		GC 34090	
1400	017	Library Card Records	T + 2		GC 34090	
1400	018	Log Books / Security Guard Documents	5	2	GC 34090	
1400	019	Public Library Fund Report	5		GC 34090	
1400	020	Reconsideration of Material Forms	P		GC 34090	

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DEPARTMENT/ DIVISION	CODE	RECORDS	ORIGINAL RETENTION	DUPLICATE RETENTION	CITATION	REMARKS
1400	021	Survey Forms	2		GC 34090	
1400	022	Statistical Reports	5		GC 34090	
Open Space					GC 34090	
1400	023	Arborist Reports	P		GC 34090	
1400	024	Annual Biological Monitoring Reports	P		GC 34090	
1400	025	Open Space Preserve records	P	2	GC 34090	
1400	026	Tree Maintenance Inspections	P		GC 34090	
POLICE						
1500	000	Abandoned Vehicles	2		GC 34090	
1500	001	Accident Review Board Investigations - Preventable collisions • Resulting in discipline - Non-preventable collisions	2 5 2		GC 34090	
1500	002	Animal Control Documents Bite Reports / Quarantine / Cites	3		GC 34090	
1500	003	Arrest Files of Deceased Persons	2		GC 34090	
1500	004	Asset Seizure Records	CL + 2		GC 34090	

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1500	005	AVL (Auto Vehicle Location)	1		GC 34090	
1500	006	Audio Recordings • 911 Calls Emergency Radio	100 days 2 2		GC 34090.6	
1500	007.1	Audits	5		GC 34090	Quarterly and Annual audits of property with PD property.
1500	007	Background files for City applicants not hired	5		GC 34090	
1500	008	Background Request with no history	2		GC 34090	
1500	009	Background Request with history	5		GC 34090	
1500	009.1	Body Worn Camera Footage Body Worn Camera Footage access and deletion records	2 P		PC 832.18	Recordings containing evidence that may be relevant to criminal prosecution or other litigation should be retained for any additional period as required by law.
1500	010	Camp Encampment Debris Cleanups	2		GC 34090	
1500	012	Citations	5		GC 34090	

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1500	013	Complaints <u>and any reports or finding related to the complaints</u> External (citizen complaints, allegations of misconduct) Resulting in internal investigation - NOT resulting in internal investigation (inquiries, etc) <u>No sustained finding of misconduct</u> - <u>Sustained finding of misconduct</u> Complaints Internal inquiry Resulting in internal investigation NOT resulting in internal investigation	 5 2 <u>5</u> <u>15</u> <u>2</u> 5 <u>2</u>		GC 34090 <u>PC 832.5</u> <u>GC 34090</u>	
1500	014	Court Transmittals	2		GC 34090	
1500	015	DA Rosters	2		GC 34090	
1500	016	- Death Investigation Reports	10		GC 34090	
1500	017	Dispatch / Telephone / 911 calls printout	2		GC 34090	
1500	018	DMV, Suspended, Revoked Notices	3		GC 34090	

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DEPARTMENT/ DIVISION	CODE	RECORDS	ORIGINAL RETENTION	DUPLICATE RETENTION	CITATION	REMARKS
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1500	018.1	Employee sick leave, leave request and overtime forms	2		GC 34090	
1500	019	Equipment citations	3		GC 34090	
1500	020	Field Interrogation Cards	C + 2		GC 34090	
1500	021	Gang Validation forms (not enough info to qualify OR the person had no gang contacts for 5 years)	5		GC 34090	
1500	022	Juvenile Disposition Forms/ Sealings	5		GC 34090 68152(e)(1)	
1500	022.1	License Plate Reader Data	60 days		CVC 2413(b)	Auto purge set within the LPR system to match this
1500	023	LIDAR Enforcement Logs	2		GC 34090	
1500	024	Marijuana Filings	2		GC 34090	
1500	025	Officer's Daily Activity Sheets	2			
1500	026	Parking violation citations / Reviews	2		GC 34090; GC 40215	
1500	027	Pawn Slips	3		B&P 21628; GC 34090	
1500	028	Permit files – Expired	5		GC 34090	
1500	029	Personnel Files (no longer employed)	5		GC 34090	
1500	030	Pistol Sales Reports	2		GC 34090	

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DEPARTMENT/ DIVISION	CODE	RECORDS	ORIGINAL RETENTION	DUPLICATE RETENTION	CITATION	REMARKS
1500	031	Police Surveillance Videos moved into Case Management (portions of routine, automated security video identified for retention rather than automatically overwritten or deleted)	1		GC 34090.7	In general, the police facility falls into the IT security footage. Items booked into PD Case Management are treated as evidence and purged accordingly.
1500	032	Police Surveillance Videos not moved into Case Management	3 days , full recording; 30 days motion only		GC 34090.3	For uneventful, routine video recordings. Full recording is stored for 3 days; transitions to motion only retained for 30 days.
1500	033	Property Logs	7		GC 34090	
1500	034	Radio Logs	7		GC 34090	
1500	035	Reports: • Stored/Impounded Vehicle Reports • Injury Attempt Suicide Reports • Lost and Found Reports • Missing Persons Reports Services (Incident) Reports	5	2	GC 34090	

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DEPARTMENT/ DIVISION	CODE	RECORDS	ORIGINAL RETENTION	DUPLICATE RETENTION	CITATION	REMARKS
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1500	036	Reports: - Non-Injury Accident Report - Injury Accident Reports - Felony Crime Monthly Statistic	7	2	GC 34090	
1500	037	Repossession Reports	2		GC 34090	
1500	038	Retraining Orders	C		PC 273.5; PC 273.6; PC 646.9	PC 273.5 amended by SB 1005 (2016)
1500	039	Subpoena Records	3		GC 34090	
1500	040	Swap Meet Seller forms	3		GC 34090	
1500	040.1	Sex and Arson Registrant Documentation	P		GC 34090 GC 68152(c)(2)	Department of Justice guidelines require permanent retention of the paperwork associated with the registration.

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DEPARTMENT/ DIVISION	CODE	RECORDS	ORIGINAL RETENTION	DUPLICATE RETENTION	CITATION	REMARKS
1500	041	Use of Force - Resulting in discipline <u>Sustained Finding of misconduct as defined in SB16</u> - NOT resulting in discipline <u>Sustained Finding of misconduct as defined in SB16</u>	15 ±5		SB 16 <u>PC 832.5</u>	Every incident involving use of force, sustained findings of unlawful arrests and unlawful searches, and incidents where a peace officer of custodial officer engaged in conduct involving prejudice or discrimination on the basis of specified protected classes to be subject to disclosure, require indefinite retention of all complaints and related reports or findings currently in the possession of a department or agency
1500	042	Vehicle Pursuit Reviews - Resulting in discipline NOT resulting in discipline	5 2		GC 34090	
PUBLIC WORKS						
Alternative Transportation						

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DEPARTMENT/ DIVISION	CODE	RECORDS	ORIGINAL RETENTION	DUPLICATE RETENTION	CITATION	REMARKS
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1600	001	ADA Para Transit Files	C + 1		GC 34090	
1600	002	Bicycle Path Files	10	2	GC 34090	
1600	003	Bus Shelter	C + 3	2	GC 34090	
1600	004	Customer Complaints, Reports, Findings	FTA Review Period + 3		GC 34090	
1600	005	Discount Photo Card Applications	3		GC 34090	
1600		FTA Audit Materials	S + 1		GC 34090	
1600	006	Grant Files	C + 3		GC 34090	
1600	007	Grants – Proposition 1B	C + 35		GC 34090	
1600	008	Bus Video (moved into Case Management)	2		GC 34090	
1600	009	Bus Video (not moved into Case Management)	30 days		GC 34090	
1600	010	National Transit Database Report Files	FTA Review Period + 3		GC 34090	
1600	011	Passenger Incident Report	FTA Review Period + 3		GC 34090	
1600	013	Roseville Transit Boarding & Alighting Sheets	FTA Review Period + 3		GC 34090	

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DEPARTMENT/ DIVISION	CODE	RECORDS	ORIGINAL RETENTION	DUPLICATE RETENTION	CITATION	REMARKS
1600	016	Transit Contractors Monthly Reports	FTA Review Period + 3		GC 34090	
1600	017	Transit Pass Purchase Requests	2		GC 34090	
1600	018	Transportation Development Act Files	C + 3		GC 34090	
1600	019	Transportation Planning Files	S + 2		GC 34090	
1600	020	Transportation Project Files	C + 10		GC 34090	
1600	021	TSM Files – no TSM Plan, No Bikeway Issues and no Transit Issues	3	2	GC 34090	
1600	022	TSM Files – with TSM Plan, Bikeway Issues or Transit Issues	P	2	GC 34090	
1600	023	TSM Survey	6	2	GC 34090	
1600	024	Daily Bus Reports	2	2	GC 34090	
Engineering						
1600	025	CIP	C + 2 For Federally Funded Projects C + 3	C + 2	GC 34090	

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DEPARTMENT/ DIVISION	CODE	RECORDS	ORIGINAL RETENTION	DUPLICATE RETENTION	CITATION	REMARKS
1600	026	Contract Administration Files	C + 2 For Federally Funded Projects C + 3		GC 34090	
1600	027	Flood Control	20		GC 34090	
1600	027.1	REACH Fund – Private Donation Record	City Clerk P	2	GC 34090	
1600	028	Sidewalks & Curbs	C + 2		GC 34090	
1600	029	Soil Reports	P		GC 34090	
1600	030	Specifications	P		GC 34090	
1600	031	Streets Projects/Assignments to Street Maintenance & Contractors	P	5	GC 34090	
1600	032	Traffic Files	5		GC 34090	
1600	034	Traffic Signals (Warrants & Timing)	5		GC 34090	
	035	Traffic Studies	10		GC 34090	
1600	036	USA's	2		GC 34090	
	037	Traffic Control Plans	2		GC 34090	
Facilities						

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DEPARTMENT/ DIVISION	CODE	RECORDS	ORIGINAL RETENTION	DUPLICATE RETENTION	CITATION	REMARKS
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1600	037.1	Asset Transfer and Inventory forms	2	2	GC 34090	
1600	037.2	Cardkey Records	1	1	GC 34090	
1600	037.3	Facilities	10		GC 34090	
1600	037.4	Air Pollution Control District	2	2	GC 34090	
1600	037.5	Alarm Information	3		GC 34090	
1600	037.6	Fire Damage Repair Reports	3		GC 34090	
1600	037.7	Fire Inspection Reports	C + 3		UFC 103.3..4; GC 34090	
1600	037.8	Fire Sprinkler Tests	5	2	UFC 103.3.4; GC 34090	
1600	037.9	Invoice Copies	2		GC 34090	
1600	037.10	Hazardous Materials manifests	P		GC 34090	
1600	037.11	Project Files	P		GC 34090	
1600	037.12	SPCC – Spill Prevention	P		GC 34090	
1600	037.13	Tailgate Safety Meeting – sign in sheet	P		GC 34090	
Fleet Services						
1600	037.14	BIT Inspections (B,C,N,O,W & Y)	C + 2		GC 34090	
1600	037.15	Equipment Auction Records	2		GC 34090	
1600	037.16	Equipment Sale/Trade Records (non-auction)	10		GC 34090	
1600	037.17	Equipment Title & Registration	CL		GC 34090	
1600	037.18	Fuel Tank Records	5		GC 34090	

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Street Maintenance						
1600	038	Daily Worksheets, Stand-By Worksheets	2	2	GC 34090	
1600	039	Engineering Project Requests	2	2	GC 34090	
1600	040	Oversize Load Transportation Permits	2	2	GC 34090	
1600	041	Service Requests & Work Orders for Street Maintenance Assets	P		GC 34090	
1600	042	Traffic Control Plans	2	2	GC 34090	

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NON RECORDS
No Retention Schedule

DESCRIPTION OF RECORDS	COMMENTS
Instant Messaging / Text Messaging	Reference San Jose Ruling
Library Materials	
Non City Posters, Brochures and Flyers	
Non City Press Releases	
Price Lists, Catalogs, Brochures	
Publications from outside sources	
Testing and Development System	
Transitory Records/Drafts	
Website Contents & Records	

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CITY OF ROSEVILLE
2023 Records Retention Schedule
(For both paper and electronic records)

DEPARTMENT / DIVISION	CODE	RECORDS	ORIGINAL RETENTION	DUPLICATE RETENTION	CITATION	REMARKS
CITY-WIDE						
100	001	Accident Reports	C + 7	2	29CFR 1904.2; 29CFR 1904.6	Not Fire or Police
100	002	Administration Files	With Dept. 2		GC 34090	
100	003	Administrative Regulations	City Mgr. S + 2	S	GC 34090	
100	004	Agreements – Executed	City Clerk P	C	CCP 337; GC 34090	CCP 337 – 4 years
100	005	Audio Tapes – Board & Commission Meetings	1	1	GC 34090.7	
100	006	City Brochures & Publications	2		GC 34090	Templates are considered preliminary drafts exempt from disclosure (GC 7927.500)
100	007	CEQA Documentation	City Clerk P	C+2	GC 34090(a); CEQA Guidelines	

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DEPARTMENT/ DIVISION	CODE	RECORDS	ORIGINAL RETENTION	DUPLICATE RETENTION	CITATION	REMARKS
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100	008	Chron Files	2		GC 34090	Chronological files - correspondence
100	009	Consent for Medical Treatment	5		GC 34090	
100	010	Conflict of Interest Statements (includes FPPC Annual Filing)	City Clerk 8	S	GC 34090	
100	011	Construction Standards	P		GC 34090	
100	012	Council & Commission Agendas	3	2	GC 34090	
100	013	Council & Commission Approved Minutes	City Clerk P	2	GC 34090 (d); 36814, 40801	34090 (d) – records less than 2 years
100	014	Council Communications	City Clerk P		GC 34090	
100	015	Department/Division Files – General	2	2	GC 34090	
100	016	Department History/Historical Files	P	2	GC 34090	
100	017	Disaster Plan	S		GC 34090	
100	018	Employee Work Calendars or Diaries	2	2		
100	019	Fee Schedules	S + 2		GC 34090	
100	020	General Correspondence	2	2	GC 34090	
100	021	General Information Memos	City Mgr. 3	2	GC 34090(d)	
100	022	Grant Files	C + 7		GC 34090	

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DEPARTMENT/ DIVISION	CODE	RECORDS	ORIGINAL RETENTION	DUPLICATE RETENTION	CITATION	REMARKS
100	023	Incident Reports	2		29CFR 1904.2; 29CFR 1904.6	
100	024	Intergovernmental Meetings & Projects	5	2	GC 34090	
100	025	Maintenance Records	2	2	GC 34090	
100	026	Memberships	T		GC 34090	
100	027	Meeting Procedures	S	S	GC 34090	
100	028	Monthly/Quarterly Performance or Status Reports	Finance 4	2	GC 34090	
100	029	MSDS Sheets	Purchasing or By Dept. P		GC 34090	
100	030	Payment Requests/Reimbursement/ Invoice Documents (including Petty Cash)	Finance 5	2	GC 34090	
100	031	Policies & Procedures (includes individual departments)	S + 2	S + 2	GC 34090	
100	032	Press Releases	2		GC 34090	
100	033	RFP's, RFQ's, Bids: Successful Unsuccessful	C + 5 C + 2		GC 34090; CCP 337; GC 25105.1	

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DEPARTMENT/ DIVISION	CODE	RECORDS	ORIGINAL RETENTION	DUPLICATE RETENTION	CITATION	REMARKS
100	034	Security video footage moved into Case Management (portions of routine, automated security video identified for retention rather than automatically overwritten or deleted)	1		GC 34090.6	
100	035	Security video footage not moved into Case Management	3 days , full recording; 30 days motion only		GC 34090.3	For uneventful, routine video recordings. Full recording is stored for 3 days; transitions to motion only retained for 30 days.
100	036	Subject files	3		GC 34090(d)	
100	037	Vehicle files (includes Pool Car)	S + 2	2	GC 34090	
100	038	Workplace Safety Inspections	2	2	GC 34090	
CITY ATTORNEY						
300	001	Boards and Commissions	2		GC 34090	
300	003	City Attorney personnel files	C + 2		GC 34090	
300	004	City owned facilities/properties files	10		GC 34090	
300	005	Potential Claims	2		GC 34090	City Clerk keeps 5 years

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300	006	Code Enforcement • Administrative citations • Compliance documents • Appeal Hearings	2 CL+2 10 5		GC 34090	
300	007	Conflict of interest – documents and opinions	2		GC 34090	
300	008	Districts – PBID	C + 5		GC 34090	
300	009	Easements	10		GC 34090	
300	010	Employee disciplinary actions, grievances, complaints and investigations	C + 2		GC 34090	
300	011	Grand Jury	10		PC 933(c)	Must be kept a minimum of 5 years
300	012	Legal Service Agreements	10		GC 34090	
300	013	Litigation Files Pitchess Motions	P CL+2		GC 34090	
300	014	Ordinance Files	10		GC 34090	
300	015	Railroad	5		GC 34090	
300	016	Project Files	10		GC 34090	
300	017	Property Acquisitions	P		GC 34090(a)	
300	018	Small Claims	C + 2		GC 34090	
300	019	Stop Payment Notices	C + 2		GC 34090	City Clerk retains for C + 2
300	020	Subpoenas	5		GC 34090	
300	021	Taxes	5		GC 34090	

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CITY CLERK						
400	001	AB1234 Certificates	T + 1			
400	002	Agreements – Executed	P		GC 34090; CCP 337; CCP 343	At least 4 years
400	003	Bids / RFQ's (over council limit) • Successful Unsuccessful	7 2		GC 34090; CCP 337	
400	004	Applications, Boards, Commissions, Committees	CU + 2	2	GC 34090; GC 34090(e) for minutes, bylaws and resolutions	
400	005	Bonds and Securities	C + 2		GC 53921; GC 43900; CCP 337.5	
400	006	Ceremonial Resolutions and Proclamations	2		GC 34090	
400	007	Charter Files	P	10	GC 34090(e); GC 34458-60	
400	008	Council Appointment Process	P		GC 34090	
400	009	Council Salary Amendments	P		GC 34090	
400	010	Elections	7		GC 34090	

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400	011	Elections: Certificates of Election, Oaths of Office and Applications	5		GC 34090	
400	012	Grand Jury	10	2	PC 933(c)	Must be kept a minimum of 5 years
400	013	Municipal Code Revisions and Updates	P			
400	014	Notice of Adjournment	2		GC 34090	
400	015	Passport Transmittal Receipts	C + 2		GC 34090	
400	016	Records Management: Retention Schedules	S + 4		GC 34090; CCP 343	
400	017	Authorization to Destroy Certificates	P	2	GC 34090.5	
400	018	Stored Records Lists	S	S	GC 34090	
400	019	Public Records Requests	C + 2		GC 34090	
400	020	Resolutions & Ordinances	P		GC 34090(e)	
400	021	Stop Notices and Preliminary Notices	C + 2		GC 34090	
400	022	Tort Claims / Liability Claims	C + 5	2	GC 34090; GC 25105.5	
400	023	Video Tape – City Council and Commission Meetings	3	3	GC 34090	

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CITY MANAGER						
500	003	Fee Estimate Files	5	1	GC 34090	
500	004	Grant Applications	2		GC 34090	
500	005	Nexus Studies	P		GC 34090	
500	006	REACH Fund – Private Donation Record	City Clerk P	2	GC 34090	
DEVELOPMENT SERVICES						
Building						
600	001	All Construction Finals	P		GC 34090	
600	002	Building Permits w/Inspections	P		H&S 19850; GC 34090	
600	003	Building Permits without Inspections	C + 2		H&S 19850; GC 34090	
600	004	Code Enforcement	C + 5		GC 34090	
600	005	Construction Permit Files	P		GC 34090	Electronic files
600	006	Daily Inspection List	3		GC 34090	
600	007	Encroachment Permits and Grading Permits (temporary in Nature)	C + 2		GC 34090	

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600	008	Encroachment Permits (permanent)	P		GC 34090	
600	008.5	Environmental Review	C + 2	C + 2	GC 34090	
600	009	Plan Checks, Expired – Application & Expiration Notification Letter	C+2		GC 34090	
600	010	Plans – Commercial	P		GC 34090(a); H&S 19850	
600	011	Plans, Customer Residential	C + 1		GC 34090	
600	012	Plans – Production Residential	C + 180 days		GC 34090	
600	013	Tenant Improvement Inspections	P		GC 34090	
Engineering						
600	014	Construction / Design Standards	P		GC 34090	
600	015	Grant Files	C + 7		GC 34090	
600	016	Improvement Plans	P		GC 34090	
600	017	Leases	10		GC 34090	
600	018	Project Files including:			GC 34090	
600	019(a)	Drainage Studies & Watershed Maps	P		GC 34090	Microfilm after 2 years
	019(b)	Pad Certification	P		GC 34090	Microfilm after 2 years
	019(c)	Permits (Encroachment, Grading, Trench Cut)	P		GC 34090	Microfilm after 2 years

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	019(d)	• Conditions	P		GC 34090	Microfilm after 2 years
	019(e)	• Submittals and Correspondence related	C		GC 34090	Microfilm after 2 years
	019(f)	• Revisions & Correspondence related	C		GC 34090	Microfilm after 2 years
	019(g)	• Punch List	C		GC 34090	Microfilm after 2 years
	019(h)	• COC Package	P		GC 34090	Microfilm after 2 years
	019(i)	• Soil Reports	P		GC 34090(d); CCP 338.1	CCP 337.1 - 5 years
	019(j)	• As Built Plans	P		GC 34090	Microfilm after 2 years
600	020	Property Acquisitions	P		GC 34090(a); GC 7928.705; CCP 337.2	
600	021	Recorded Maps and Improvement Plans	P		GC 34090	
600	022	Roseville Community Hospital	P		GC 34090	
600	023	Stormwater Inspection Data	C + 3		GC 34090	
Planning	Administrative draft reports are destroyed upon approval of final reports					
600	024	Annexations / Detachment	P	10	GC 34090	
600	025	Development Agreements	City Clerk P		GC 34090	
600	026	Easements	P		GC 34090	
600	027	General Plan Files	City Clerk P		GC 34090	

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DEPARTMENT/ DIVISION	CODE	RECORDS	ORIGINAL RETENTION	DUPLICATE RETENTION	CITATION	REMARKS
600	028	Grading Plan	P		GC 34090	
600	029	Home Occupation	P		GC 34090	
600	030	Lot Line Adjustments	P		GC 34090	
600	031	Parcel Maps	P	10	GC 34090	
600	032	Permits	P		GC 34090	
600	033	Project Files (includes special projects)	P		GC 34090	
600	034	Sign Files	P		GC 34090	
600	035	Specific Plan Files	P	20	GC 34090	
600	036	Standard Sign Permits	P	C + 2	GC 34090	
600	037	Subdivision Files	P	10	GC 34090	
600	038	Variance	P		GC 34090	
600	039	Voluntary Merger	P		GC 34090	
600	040	Zoning / Rezone	P	5	GC 34090	
ECONOMIC DEVELOPMENT						
Housing						
700	001	Affordable Purchase Client Files	C + 3		GC 34090	
700	002	Affordable Rental Agreement Files – Active – General Correspondence	3		GC 34090	
700	003	Affordable Rental Agreement Files – Expired	C + 3		GC 34090	
700	004	Affordable Rental Agreements	C	Scanned copy 15 years	GC 34090	

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700	005	CDBG Program Files	C + 3		GC 34090 24 CFR 570, 503	
700	006	First Time Homebuyer Client Files	C + 3		GC 34090	
700	007	First Time Homebuyer Wait List Files	3		GC 34090	
700	007.1	Grant Applications	2		GC 34090	
700	008	HCV Program – Housing Assistance Payments/Check Stubs	2		GC 34090	
700	009	HCV Program Participant & Applicant	3		GC 34090	
700	010	HOME Applications & Agreements	C + 5		GC 34090	
700	011	HOME Program Client Files	C + 5		GC 34090	
700	012	Housing Authority	City Clerk P		GC 34090	
700	013	Housing Authority – Housing Assistance Payment Check Stubs	2		GC 34090	
700	014	Housing Rehabilitation Client Files	C + 3		GC 34090	
700	015	Housing Rehabilitation Wait List Files	3		GC 34090	

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DEPARTMENT/ DIVISION	CODE	RECORDS	ORIGINAL RETENTION	DUPLICATE RETENTION	CITATION	REMARKS
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Redevelopment and Successor Agency						
700	017	Bank Statements	P		GC 34090	
700	018	Bond Documents	P		GC 34090	
700	019	Financial Statements and Audit Reports	P		GC 34090	
700	020	Oversight Board Resolutions	P		GC 34090	
700	021	Railroad files	P		GC 34090	
700	022	Redevelopment Projects – Bond Financed	P		GC 34090	
700	023	Redevelopment Projects – Tax Increment Financed	10		GC 34090	
ELECTRIC						
Electric / Risk & Compliance						
800	001	AB32 GHG Emissions Verification Opinions and Inventory Reports	10		GC 34090	
800	002	CEC reports and filings	P		GC 34090	
800	003	Compliance filings and reports	S + 10		GC 34090	
800	004	GHG Management Plan	10		GC 34090	

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DEPARTMENT/ DIVISION	CODE	RECORDS	ORIGINAL RETENTION	DUPLICATE RETENTION	CITATION	REMARKS
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800	005	NERC Reliability Standards Evidence	S		GC 34090	Current information is kept until a new audit is performed
800	006	Standard Operating Procedures	P10		GC 34090	
Electric / Construction						
800	007	General Order Inspections (G095/128)	P		GC 34090	Stored in Maximo
800	008	Construction Maintenance Inspection Reports (G0165)	P		GC 34090	Stored in Maximo
Electric / Dispatch						
800	009	Audio Recordings – Dispatch Phone and Radio	1 Corp Yard		GC 34090	Stored by IT
800	010	Daily Dispatch Reports	P		GC 34090	
800	011	Dispatch Service Requests	P		GC 34090	Stored in Maximo
800	012	Outage Reports	P		GC 34090	
Electric / Engineering						
800	013	Data Logs	P		GC 34090	
800	014	Drawings	P		GC 34090	
800	015	Project Files – Engineering	P		GC 34090	

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800	016	Technical Files	P		GC 34090	
Electric / Generation						
800	017	Construction Drawings	P		GC 34090	
800	018	Equipment Drawings	P		GC 34090	
800	019	Equipment Maintenance Records	P		GC 34090	
800	020	Equipment manuals and specifications	P		GC 34090	
800	021	Generation compliance records and communications	P		GC 34090	
800	021.1	Hazard Materials Records	P		GC 34090	
800	022	J Log	P		GC 34090	
800	022.1	Maintenance Work Orders	P		GC 34090	
800	023	MSDS sheets	P		GC 34090	
800	023.1	Project Files - Engineering	P		GC 34090	
800	023.2	SPCC/HMPB – Spill Prevention	P		GC 34090	
800	024	Video Access Log	90 days		GC 34090	
Electric / Metering						
800	025	Customer Requested Meter Test Data	P		GC 34090	Stored in Maximo

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800	026	Historical Address Locations & Test Data	P		GC 34090	Stored in Access DB
800	027	Power Quality Recordings	P		GC 34090	Sent to engineering and stored in electric shared drive
800	028	Meter Test Results	P		GC 34090	Stored in Maximo
800	029	Tenant Improvement Plan Checks and Inspections	C Planning Dept.		GC 34090	Accela – storage of data handled by Development Services
Electric / New Services						
800	030	Project Job Files – New Services	P		GC 34090	
Electric / Operations						
800	031	Department of Transportation Driver Proficiency	P		GC 34090	Stored by Risk Management
800	032	Hazard Materials Records	P		GC 34090	Stored in Maximo and electric shared storage drive
800	033	Maintenance Work Orders	P		GC 34090	Stored in Maximo
800	035	MSDS Sheets	P		GC 34090	Stored in REU warehouse and/or ops admin building – electronic MSDS files as well

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800	036	SPCC/HMPB – Spill Prevention	P		GC 34090	Stored in REU Warehouse and/or ops admin building
800	037	Tree Maintenance Inspections	P		GC 34090	Stored in ops admin building
800	038	Vehicle Inspection Forms	90 days		GC 34090	Stored in ops admin building and/or electronically through Zonar
Electric / Power Supply						
800	039	AB32 Invoices	P		GC 34090	
800	040	AB32 Emission Instrument Transaction Confirmations	P		GC 34090	
800	041	Corporate Guarantees	P		GC 34090	
800	042	Greenhouse Gas Verification Documents	P		GC 34090	
800	043	Master Contracts / Agreement	P City Clerk		GC 34090	
800	044	Outside Reports generated for outside agencies or Council	P		GC 34090	
800	046	Power and Natural Gas Transaction Confirmations	P		GC 34090	

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800	047	Renewable Transaction Confirmations	P		GC 34090	
800	048	Scheduling Data / Documentation	P		GC 34090	
800	049	Settlement Invoices – ALL	P		GC 34090	
800	050	Settlements – Power Bills – Wire Requests	11 Accts Payable		GC 34090	
800	051	SQL Server Data Warehouse	P		GC 34090	
Electric / Finance						
800	052	Annual financial reporting for bond issues – continuing disclosure	3 years past bond maturity		GC 34090	
800	053	Cost of Service Study	P		GC 34090	
800	054	Customer Counts	P		GC 34090	
800	055	NOAA Weather	P		GC 34090	
800	056	Official Statements	3 years past bond maturity		GC 34090	
800	057	Quarterly Letter of Credit	3 years past bond maturity		GC 34090	
800	058	Revenue Reports	P		GC 34090	

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Electric / Retail						
800	059	EPBI Solar Rebates: -	3		GC 34090	
800	060	Grant Programs – Commercial Rebate documents for auditing purposes:	3		GC 34090	
800	062	Public Benefits rebates:	3		GC 34090	
Electric / Substation						
800	064	HMPB/SPCC for each substation with more than 1320 gallons of oil	P		GC 34090	Stored at each substation facility
800	065	MSDS & Hazard Information sign	P		GC 34090	Located at each substation facility
800	066	SF6 Gas for each substation	P		GC 34090	Stores in ops admin building and/or substation facility
800	067	Substation Entry Log Books	10		GC 34090	Stored in ops admin building and/or substation facility

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800	068	Substation Maintenance Records	P		GC 34090	Stored in Maximo – Legacy stored on electric shared drive
Utility Billing						
800	069	Bad Debt Accounts – electronic information	5	5	GC 34090	
800	069.1	Customer Deposit Listing	T		GC 34090	
800	070	Monthly Revenue Summary Report	3		GC 34090	
800	072	Payments from Credit Bureau	3		GC 34090(c)	
800	073	Referred to Credit Bureau	5		GC 34090(c)	
800	074	Remittance Stub	3		GC 34090	
800	075	Utility Bills Archives	3		GC 34090	
800	076	Utility Customer correspondence	5		GC 34090	
800	077	Utility Service Orders	2		GC 34090	
Utility Customer Service						
800	080	Abd – Automatic Bank Draft requests	3		GC 34090(c)	
800	081	Cash Receipt – Utility Payments	3		GC 34090(c)	
800	082	ERAP/Med Applications (Electric Rate Assist Applications)	3		GC 34090	

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800	083	Payment Agreements information	3		GC 34090	
800	084	Returned Checks information	3		GC 34090	
800	085	Vouchers – Project GO / HEAP / Salvation Army	3		GC 34090	
Electric/Energy Systems						
800	086	Department File Shares (electronic record)	P		GC 34090	
800	087	Security camera records (Hilltop and REP)	90 days		GC 34090	
ENVIRONMENTAL UTILITIES						
900	001	Landfill / Solid Waste (including MRF)	10	10	GC 34090	
900	002	Water Service	5	5	GC 34090	
900	003	Water Treatment Plant Files	5	5	GC 34090	
900	004	Water Waste Notice	1	1	GC 34090	
900	005	Wastewater Treatment Plant Files	5	5	GC 34090	
Business Services						

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900	006	Annual Financial Reporting for Bond Issues – Continuing Disclosures	10 yrs. Past bond maturity		GC 34090	
900	007	Bond Documents	10 yrs. Past bond maturity		GC 34090	
900	008	Budget Documents	CU + 6		GC 34090	
900	009	Official Statements	10 yrs. Past bond maturity			
900	010	Policies and Procedures	S + 5		GC 34090	
900	011	Prop. 218 Protests	CL + 2		GC 53755	Written protests should be kept for two years following the date of the public hearing
900	012	Rates	CU + 4		GC 34090	
900	012.5	CIP Final Document Project Files	P	P	GC 34090	
South Placer Wastewater Authority JPA						
900	013	SPWA Board Meeting Files	P		GC 34090	
900	014	SPWA Minutes & Resolutions	P		GC 34090	
FINANCE						
Accounts Payable						

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1000	001	1099	5		41 CFR 50 201.501	Records must be kept at least 3 years
1000	002	Paid Invoices & Related Reports	CU + 5		GC 34090	
1000	004	Quarterly Reports	5		GC 34090	
Budget						
1000	009	Adopted Annual Budget	P		GC 34090	Hard copy budget document, including five year capital improvement plan and data in City financial system
1000	011	Budget Adjustments	P		GC 34090	Effective FY2022-23 all budget documents will be saved in electronic format only
1000	012	CIP's Carry Over	CU + 4		GC 34090	Effective FY2020-21 budget the City no longer conducts an annual CIP carry over. Current financial system allows for the tracking of CIPs over multiple fiscal years
1000	013	Indirect Cost Study (Cost Allocation Plan)	P		GC 34090	
1000	014	Annual City Manager Budget Review Materials	S		GC 34090	

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1000	015	Quarterly Reports	C + 11		GC 34090	
1000	016	Proposed Annual Budget	CU + 2		GC 34090	Hard copy budget document including five year capital improvement plan
Cash Management						
1000	017	AR Paid Invoices	3		GC 34090	
1000	018	AR Reports	3		GC 34090	
1000	019	Assessment Districts – Formation	P			
1000	020	Bank Reconciliation	CU + 5		GC 34090	
1000	021	Bank Statements	5		GC 34090	
1000	022	Cash Receipts – Daily Cash	3		GC 34090	
1000	023	Credit Card & Class Credit Card	3		GC 34090	
1000	024	Daily Cash Summary	3		GC 34090	
1000	024.1	Grant Files	C + 3			
1000	025	Investment Report	P		GC 34090; CCP 337; GC 53607	No less than 4 years
1000	026	Wire Transfers	CU + 5		GC 34090	
General Accounting						
1000	026	Documentation for Audits	P		GC 34090	

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1000	027	Bonds – Long Term Debt	C + 30		GC34090(e); CCP 337.5; GC 53921	
1000	029	Community Facilities District	P		GC 34090	
1000	029.1	Cable Documentation	P		GC34090	Formerly with City Mgr.
1000	030	FEMA	CU + 5		GC 34090	
1000	031	Cal EMA	CU + 5		GC 34090	
1000	032	Audited Financial Statements	P		GC 34090	
1000	033	Fixed Assets	5		GC34090(e); 26 CFR 301 65-1(f)	
1000	034	Franchises	P		GC 34090	
1000	035	Trial Balance	CU + 5		GC 34090	
1000	036	Grant Files	C + 3		GC 34090	
1000	037	Fund Transfers	CU + 5		GC 34090	
1000	038	Journal Entries	CU + 5		GC 34090	
1000	039	Landscape & Lighting Districts	20		GC 34090	
1000	039.1	Petty Cash Custodian Forms	C + 1		GC 34090	
1000	040	State Mandated Costs	CU + 5		GC 34090	
1000	041	Taxes (Other)	5		GC 34090	
1000	041.1	Vehicle Inventory	CU + 1		GC 34090	
Licensing						
1000	042	Licenses (includes applications)	T + 4		GC 34090	

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1000	043	So. Placer County Tourism – Quarterly Assessment Collection	5		GC 34090	
1000	044	Transient Occupancy Tax Collection	5		GC 34090	
Payroll					GC 34090	
1000	045	Payroll Adjustment listing	7		GC 34090	
1000	048	Deferred Compensation Report	P		GC 34090	
1000	049	Garnishments	CU + 3		GC 34090	
1000	050	Leave Liability /Compensated Absence Reports	5	2	GC 34090	
1000	051	Payroll Check and EFT Registers	5		GC 34090	
1000	052	Payroll pay, deductions and contribution detail	7		GC 34090; GC 37207	
1000	053	PERS Report	P		GC 34090	
1000	054	Secondary Labor	10		GC 34090	
1000	055	Time Sheets	7		GC 34090(c); CFR 516.2	
1000	056	Year End – W2 Quarterlys, Back-up	7	2	GC 34090	
Purchasing						

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1000	056.1	Bid/Quotations	City Clerk Audit + 5	C	PC 273.5; PC 273.6; PC 646.9	PC 273.5 amended by SB 1005 (2016)
1000	056.2	Price Lists/Catalogs/Brochures	2	2	GC 34090	
1000	056.3	Purchasing Records	C + 5	2	GC 34090	
1000	056.4	RFQ's	C + 5	C + 4	GC 34090	
1000	056.5	Contract Purchase Agreements/Purchase Orders/Requisitions	C + 5	2	GC 34090	
1000	056.6	Central Stores purchase orders	C + 2	1	GC 34090	
1000	056.7	Central Stores stock requisition forms	C + 2		GC 34090	
1000	056.8	Asset transfer and retirement form	C + 2		GC 34090	
1000	056.9	Shipment memo records (Federal Express)	C + 2		GC 34090	
FIRE						
1100	001	Ambulance	7		GC 34090	
1100	002	Arson Investigation Files	6		PC 800; PC 801	Bodily Injury – 6 years Structure – 3 years
1100	003	Cost Recovery (DUI, HazMat)	C + 2		GC 34090	
1100	004	EKG Reports	4		GC 34090	

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1100	005	EMS Strips	7		GC 34090	
1100	006	Fire Inspection Reports	2	2	GC 34090	
1100	007	Fire Prevention Inspection Files	P		GC 34090	
1100	007.1	First Responder Fee	2		GC 34090	
1100	008	Hazardous Materials Files	P	2	GC 34090	
1100	009	Juvenile Firesetter Files	P		GC 34090	
1100	010	Patient Care Reports	7		GC 34090	
1100	011	Refusal Forms	4		GC 34090	
1100	012	Reports – Incident Reports / Dispatch Calls	5		GC 34090	
1100	013	Weed Abatement	5		GC 34090	
HUMAN RESOURCES						
1200	001	Benefits Files	5	2	GC 34090	
1200	002	Bargaining Units	10	5	GC 34090	
1200	003	Classification / Salary Plan	S + 2	S	GC 34090	

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1200	004	Consumer Price Index	2		GC 34090	
1200	005	EDD Notices	4		GC 34090	
1200	006	Employee Medical Files	P		GC 34090	
1200	007	Employee Personnel Files	P	C + 4	GC 34090 GC 12946 LC 432.3 (SB 807) (SB 1162)	Where litigation has been filed, such records must be maintained until the applicable statute of limitations has run, or until the conclusion of the litigation, whichever occurs first.
1200	008	Labor Relations	P	2	GC 34090	
1200	009	Memoranda of Understanding	P	2	GC 34090	
1200	010	Personnel Board Findings / Opinions / Decisions	P	2	GC 34090	
1200	011	Personnel Board Documents	5	2	GC 34090	
1200	012	Personnel Rules	P	2	GC 34090	

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1200	013	Recruitment	C + 4	2	GC 34090 GC 12946 (SB 807)	Where litigation has been filed, such records must be maintained until the applicable statute of limitations has run, or until the conclusion of the litigation, whichever occurs first.
1200	014	Unemployment Records	T + 3		GC 34090	
1200	015	Volunteer Files	2	2	GC 34090	
Risk Management						
1200	016	Accident / Incident Reports	2	2	GC 34090	
1200	017	CAL OSHA Inspection & Citations	P		GC 34090	
1200	018	Claims	C + 5		GC 25105.5	
1200	019	Employee Training Records	10		GC 34090	
1200	020	FEMA Disaster Claims	10		GC 34090	
1200	021	Insurance Certificates	C + 10		GC 34090	
1200	022	Safety Inspections / Reports / Manuals	2	2	GC 34090	
1200	023	Subrogation Files	C + 5		GC 34090	
1200	024	Workers Compensation	P		GC 34090	
INFORMATION TECHNOLOGY						

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1300	001.1	Call Accounting (individual logs)	550 days		GC 34090	
1300	001.2	Call Center (group)	550 days		GC 34090	
1300	001	Citywide, GIS Aerial Photography	P		GC 34090	
1300	002	Citywide, GIS Datasets (active)	C + 2		GC 34090	
1300	003	Citywide, GIS Datasets (inactive)	C + 2		GC 34090	
1300	006	Digital Voicemail / Digital Fax /	100 days		GC 34090	
1300	006.1	Non-emergency radio and phone communications recordings	1		GC 34090	
1300	007	Disaster Preparedness and Recovery plans	2	2	GC 34090	
1300	008	IT Inventory Records	Life of equipment + 2 years		GC 34090	
1300	009	Programming Source Code	C + 2		GC 34090	
1300	010	Service Requests / Response records	P		GC 34090	
1300	011	Standard Operating Procedures , TRGs, Knowledge Articles	3		GC 34090	
1300	012	System Backup Files / Tape Library / Digital Snapshot	3 months		GC 34090	
1300	013	System Log File (Mission Critical / External Agencies)	2		GC 34090	
1300	014	Telecommunication / Cell Phone Billing Records	1		GC 34090	
1300	015	Voicemail Log	60 days		GC 34090	60 day maximum system capability

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1300	016	Test System (Program / Database)	No retention		GC 34090	
1300	017	Website Contents / Records	No retention		GC 34090	
1300	018	Office365 – Teams Chat	30 days			
PARKS, RECREATION & LIBRARIES						
1400	001	Department Timecards	3		GC 34090	
1400	002	Facility Rental Applications and Special Event Applications, Contract and Packet	2		GC 34090	
1400	003	Golf Course Files	10		GC 34090	
1400	004	Liability Waivers / Registration or Membership Forms	5		GC 34090	
1400	005	Low Income Applications	2		GC 34090	
1400	006	Park, Facility and Golf Course Construction Folders	P		GC 34090	
1400	007	Park and Playground Maintenance Records	P		GC 34090	
Adventure Club						
1400	008	Behavior Reports	5		GC 34090	
1400	009	Check Stubs from the State or County Office of Education	5		GC 34090	

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DEPARTMENT/ DIVISION	CODE	RECORDS	ORIGINAL RETENTION	DUPLICATE RETENTION	CITATION	REMARKS
1400	010	Child Care Grant Files	C + 5		GC 34090	
1400	011	Licensing Staff Files	C + 3		GC 34090	
1400	012	Sign In / Out Sheets, Schedule Agreements	C + 5		GC 34090	
1400	013	Student Files	5		GC 34090	
1400	014	Tuition Agreements	C + 5		GC 34090	
Library						
1400	015	California Public Library Report	5		GC 34090	
1400	016	CLSA Direct Loan Files	5		GC 34090	
1400	017	Library Card Records	T + 2		GC 34090	
1400	018	Log Books / Security Guard Documents	5	2	GC 34090	
1400	019	Public Library Fund Report	5		GC 34090	
1400	020	Reconsideration of Material Forms	P		GC 34090	
1400	021	Survey Forms	2		GC 34090	
1400	022	Statistical Reports	5		GC 34090	
Open Space					GC 34090	
1400	023	Arborist Reports	P		GC 34090	

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1400	024	Annual Biological Monitoring Reports	P		GC 34090	
1400	025	Open Space Preserve records	P	2	GC 34090	
1400	026	Tree Maintenance Inspections	P		GC 34090	
POLICE						
1500	000	Abandoned Vehicles	2		GC 34090	
1500	001	Accident Review Board Investigations - Preventable collisions • Resulting in discipline - Non-preventable collisions	2 5 2		GC 34090	
1500	002	Animal Control Documents Bite Reports / Quarantine / Cites	3		GC 34090	
1500	003	Arrest Files of Deceased Persons	2		GC 34090	
1500	004	Asset Seizure Records	CL + 2		GC 34090	
1500	005	AVL (Auto Vehicle Location)	1		GC 34090	
1500	006	Audio Recordings • 911 Calls Emergency Radio	100 days 2 2		GC 34090.6	

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DEPARTMENT/ DIVISION	CODE	RECORDS	ORIGINAL RETENTION	DUPLICATE RETENTION	CITATION	REMARKS
1500	007.1	Audits	5		GC 34090	Quarterly and Annual audits of property with PD property.
1500	007	Background files for City applicants not hired	5		GC 34090	
1500	008	Background Request with no history	2		GC 34090	
1500	009	Background Request with history	5		GC 34090	
1500	009.1	Body Worn Camera Footage Body Worn Camera Footage access and deletion records	2 P		PC 832.18	Recordings containing evidence that may be relevant to criminal prosecution or other litigation should be retained for any additional period as required by law.
1500	010	Encampment Debris Cleanups	2		GC 34090	
1500	012	Citations	5		GC 34090	
1500	013	Complaints and any reports or finding related to the complaints - No sustained finding of misconduct - Sustained finding of misconduct Internal inquiry	5 15 2		PC 832.5 GC 34090	
1500	014	Court Transmittals	2		GC 34090	

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1500	015	DA Rosters	2		GC 34090	
1500	016	- Death Investigation Reports	10		GC 34090	
1500	017	Dispatch / Telephone / 911 calls printout	2		GC 34090	
1500	018	DMV, Suspended, Revoked Notices	3		GC 34090	
1500	018.1	Employee sick leave, leave request and overtime forms	2		GC 34090	
1500	019	Equipment citations	3		GC 34090	
1500	020	Field Interrogation Cards	C + 2		GC 34090	
1500	021	Gang Validation forms (not enough info to qualify OR the person had no gang contacts for 5 years)	5		GC 34090	
1500	022	Juvenile Disposition Forms/ Sealings	5		GC 68152(e)(1)	
1500	022.1	License Plate Reader Data	60 days		CVC 2413(b)	Auto purge set within the LPR system to match this
1500	023	LIDAR Enforcement Logs	2		GC 34090	
1500	024	Marijuana Filings	2		GC 34090	
1500	025	Officer's Daily Activity Sheets	2			
1500	026	Parking violation citations / Reviews	2		GC 34090; GC 40215	
1500	027	Pawn Slips	3		B&P 21628; GC 34090	

2/15/23

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DEPARTMENT/ DIVISION	CODE	RECORDS	ORIGINAL RETENTION	DUPLICATE RETENTION	CITATION	REMARKS
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1500	028	Permit files – Expired	5		GC 34090	
1500	029	Personnel Files (no longer employed)	5		GC 34090	
1500	030	Pistol Sales Reports	2		GC 34090	
1500	031	Police Surveillance Videos moved into Case Management (portions of routine, automated security video identified for retention rather than automatically overwritten or deleted)	1		GC 34090.7	In general, the police facility falls into the IT security footage. Items booked into PD Case Management are treated as evidence and purged accordingly.
1500	032	Police Surveillance Videos not moved into Case Management	3 days , full recording; 30 days motion only		GC 34090.3	For uneventful, routine video recordings. Full recording is stored for 3 days; transitions to motion only retained for 30 days.
1500	033	Property Logs	7		GC 34090	
1500	034	Radio Logs	7		GC 34090	
1500	035	Reports: • Stored/Impounded Vehicle Reports • Injury Attempt Suicide Reports • Lost and Found Reports • Missing Persons Reports Services (Incident) Reports	5	2	GC 34090	

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DEPARTMENT/ DIVISION	CODE	RECORDS	ORIGINAL RETENTION	DUPLICATE RETENTION	CITATION	REMARKS
1500	036	Reports: • Non-Injury Accident Report • Injury Accident Reports • Felony Crime Monthly Statistic	7	2	GC 34090	
1500	037	Repossession Reports	2		GC 34090	
1500	038	Retraining Orders	C		PC 273.5; PC 273.6; PC 646.9	PC 273.5 amended by SB 1005 (2016)
1500	039	• Subpoena Records	3		GC 34090	
1500	040	• Swap Meet Seller forms	3		GC 34090	
1500	040.1	Sex and Arson Registrant Documentation	P		GC 34090 GC 68152(c)(2)	Department of Justice guidelines require permanent retention of the paperwork associated with the registration.
1500	041	Use of Force - Resulting in Sustained Finding of misconduct as defined in SB16 - NOT resulting in Sustained Finding of misconduct as defined in SB16	15 5		PC 832.5	

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1500	042	Vehicle Pursuit Reviews - Resulting in discipline NOT resulting in discipline	5 2		GC 34090	
PUBLIC WORKS						
Alternative Transportation						
1600	001	ADA Para Transit Files	C + 1		GC 34090	
1600	002	Bicycle Path Files	10	2	GC 34090	
1600	003	Bus Shelter	C + 3	2	GC 34090	
1600	004	Customer Complaints, Reports, Findings	FTA Review Period + 3		GC 34090	
1600	005	Discount Photo Card Applications	3		GC 34090	
1600		FTA Audit Materials	S + 1		GC 34090	
1600	006	Grant Files	C + 3		GC 34090	
1600	007	Grants – Proposition 1B	C + 35		GC 34090	
1600	008	Bus Video (moved into Case Management	2		GC 34090	
1600	009	Bus Video (not moved into Case Management	30 days		GC 34090	

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DEPARTMENT/ DIVISION	CODE	RECORDS	ORIGINAL RETENTION	DUPLICATE RETENTION	CITATION	REMARKS
1600	010	National Transit Database Report Files	FTA Review Period + 3		GC 34090	
1600	011	Passenger Incident Report	FTA Review Period + 3		GC 34090	
1600	013	Roseville Transit Boarding & Alighting Sheets	FTA Review Period + 3		GC 34090	
1600	016	Transit Contractors Monthly Reports	FTA Review Period + 3		GC 34090	
1600	017	Transit Pass Purchase Requests	2		GC 34090	
1600	018	Transportation Development Act Files	C + 3		GC 34090	
1600	019	Transportation Planning Files	S + 2		GC 34090	
1600	020	Transportation Project Files	C + 10		GC 34090	
1600	021	TSM Files – no TSM Plan, No Bikeway Issues and no Transit Issues	3	2	GC 34090	
1600	022	TSM Files – with TSM Plan, Bikeway Issues or Transit Issues	P	2	GC 34090	
1600	023	TSM Survey	6	2	GC 34090	
1600	024	Daily Bus Reports	2	2	GC 34090	
Engineering						

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1600	025	CIP	C + 2 For Federally Funded Projects C + 3	C + 2	GC 34090	
1600	026	Contract Administration Files	C + 2 For Federally Funded Projects C + 3		GC 34090	
1600	027	Flood Control	20		GC 34090	
1600	027.1	REACH Fund – Private Donation Record	City Clerk P	2	GC 34090	
1600	028	Sidewalks & Curbs	C + 2		GC 34090	
1600	029	Soil Reports	P		GC 34090	
1600	030	Specifications	P		GC 34090	
1600	031	Streets Projects/Assignments to Street Maintenance & Contractors	P	5	GC 34090	
1600	032	Traffic Files	5		GC 34090	

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1600	034	Traffic Signals (Warrants & Timing)	5		GC 34090	
	035	Traffic Studies	10		GC 34090	
1600	036	USA's	2		GC 34090	
	037	Traffic Control Plans	2		GC 34090	
Facilities						
1600	037.1	Asset Transfer and Inventory forms	2	2	GC 34090	
1600	037.2	Cardkey Records	1	1	GC 34090	
1600	037.3	Facilities	10		GC 34090	
1600	037.4	Air Pollution Control District	2	2	GC 34090	
1600	037.5	Alarm Information	3		GC 34090	
1600	037.6	Fire Damage Repair Reports	3		GC 34090	
1600	037.7	Fire Inspection Reports	C + 3		UFC 103.3..4; GC 34090	
1600	037.8	Fire Sprinkler Tests	5	2	UFC 103.3.4; GC 34090	
1600	037.9	Invoice Copies	2		GC 34090	
1600	037.10	Hazardous Materials manifests	P		GC 34090	
1600	037.11	Project Files	P		GC 34090	
1600	037.12	SPCC – Spill Prevention	P		GC 34090	
1600	037.13	Tailgate Safety Meeting – sign in sheet	P		GC 34090	
Fleet Services						
1600	037.14	BIT Inspections (B,C,N,O,W & Y)	C + 2		GC 34090	

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1600	037.15	Equipment Auction Records	2		GC 34090	
1600	037.16	Equipment Sale/Trade Records (non-auction)	10		GC 34090	
1600	037.17	Equipment Title & Registration	CL		GC 34090	
1600	037.18	Fuel Tank Records	5		GC 34090	
Street Maintenance						
1600	038	Daily Worksheets, Stand-By Worksheets	2	2	GC 34090	
1600	039	Engineering Project Requests	2	2	GC 34090	
1600	040	Oversize Load Transportation Permits	2	2	GC 34090	
1600	041	Service Requests & Work Orders for Street Maintenance Assets	P		GC 34090	
1600	042	Traffic Control Plans	2	2	GC 34090	

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NON RECORDS
No Retention Schedule

DESCRIPTION OF RECORDS	COMMENTS
Instant Messaging / Text Messaging	Reference San Jose Ruling
Library Materials	
Non City Posters, Brochures and Flyers	
Non City Press Releases	
Price Lists, Catalogs, Brochures	
Publications from outside sources	
Testing and Development System	
Transitory Records/Drafts	
Website Contents & Records	

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COUNCIL COMMUNICATION

CC #: 2530

File #: 0902-01-01

Title: Electric Generation Cooling Tower Maintenance and Rehabilitation - Northern California Power Agency Support Services Program Agreement

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

Meeting Date: 2/15/2023

Item #: 7.5.

RECOMMENDATION TO COUNCIL

Staff recommends 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 EvapTech, Inc. to perform cooling tower maintenance 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. 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, periodic cooling tower maintenance and rehabilitation work is needed to maintain safe, efficient and reliable operation of the unit. This work includes repair or replacement of worn fan components, evaporative media, structural components, and internal piping. This maintenance requires the use of specialized equipment that the electric utility does not provide as part of our regular maintenance work activities.

EvapTech, Inc. was selected in May 2021 through a competitively bid process managed by NCPA to perform cooling tower services for the benefit of its members, including Roseville Electric Utility.

FISCAL IMPACT

The total cost of services will not exceed \$282,320. Funding is included in the Electric Fund budget for FY2022-23.

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

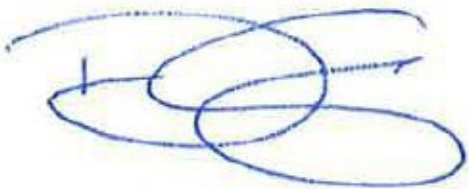
Goal F: Invest in well-planned infrastructure and growth

Goal E: Deliver exceptional city services

Respectfully Submitted,

Matt Garner, Power Generation Superintendent

Dan Beans, Electric Utility Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 23-053

NCPA SSPA Confirmation - EvapTech

RESOLUTION NO. 23-053

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 Roseville Energy Park, periodic cooling tower maintenance and rehabilitation work is needed to maintain safe, efficient and reliable operation of the unit; and

WHEREAS, EvapTech, Inc. was selected in May 2021 through a competitively bid process managed by NCPA to perform cooling tower maintenance and rehabilitation work for the benefit of its members, including Roseville Electric Utility; and

WHEREAS, Confirmation No. 0280 under the NCPA Support Services Program Agreement with EvapTech, Inc. in the amount of \$282,320, has been reviewed by the City Council.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that Confirmation No. 0280 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 \$280,645.00 for the EvapTech, Inc. work described in paragraph 3. The amount includes the proposal amount of \$260,645.00, plus a \$20,000.00 contingency. The dollar amount is not a guarantee that the full amount will be paid to EvapTech, Inc. 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:

EvapTech, Inc. shall provide cooling tower maintenance, rehabilitation, and parts supply services for the Roseville Energy Park generation facilities located at Phillip Road, as more fully detailed in the revised proposal dated January 12, 2023, 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 \$1,675.00 (\$685.00 to develop the Confirmation and first month of administration, plus \$165 per month for six 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 \$282,320.00.
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

Roseville Fan & Gearbox Replacement

EQ22-0738.5

January 12, 2023

EXHIBIT "A"



Roseville Energy Park
5120 Phillip Road, Roseville, California 95747

Submitted by

EvapTech, Inc.
2644 South 96th Street, Edwardsville, Kansas 66111
www.evaptech.com (o) 913-322-5165 (f) 913-322-5166

Joe Padilla
Business Development Manager - West, EvapTech
jpadilla@evaptech.com (c) 530-957-4793

Evapjet, Opti-Bar, Opti-Pak, Techclean, are registered trademarks of EVAPCO, Inc.
Franklin Fill, Franklin Eliminators, SafeWall, FireStop are trademarks of EvapTech,



Prepared by Chris Bickerstaff
CBickerstaff@evaptech.com
(913)322-5165



Roseville Fan & Gearbox Replacement

EQ22-0738.5

January 12, 2023

Cooling Tower Data

Marley 4-cell wood-structure counterflow cooling tower, each cell measuring approximately 48' long x 48' wide with a 28' diameter, 10-bladed fan and a 250hp motor.

Scope of Work

Prior to August 2023 pending lead times and crew availability, perform the following scope of work, working one cell at a time:

- Remove the four fans and replace with a new Marley HP7336-10 fans on the existing gearboxes.
- Provide a spare Addax driveshaft, model LRA850_625-SS-128.500.
- Perform a basic inspection and detailed mechanical inspection as defined on page 9 of this proposal.

Price Details

Prevailing Wage Labor, Supervision, & Equipment (includes hardware & consumables) -	\$90,765
Four HP7336-10 Fan Assemblies -	\$128,435
LRA850_625-SS-128.500 (materials only) -	\$5,800
Estimated Freight (Actual Invoiced at PPA+10%) -	\$8,600
Basic & Detailed Mechanical Inspection -	\$8,295
Estimated Sales Tax (7.75% of Material & Labor) -	\$18,750
TOTAL -	\$260,645

Customer and EvapTech Responsibilities Summary

EvapTech will furnish the proposed labor & construction requirements on the following basis:

Description	Responsible Party
Supervision, Labor (Non-Union) & Small Tools	EvapTech
Equipment – Material Handling (forklift)	EvapTech
Equipment – Access (MEWP - mobile elevated work platform)	Not Required
Equipment – Lifting (crane)	Others
Sanitary facilities with disposal & Potable Water	EvapTech
Receive, unload, and store material deliveries	EvapTech
Electrical Wiring, if applicable	Not Required
Dumpsters & disposal for non-hazardous materials	Others
Hazardous or asbestos material abatement w/disposal	Not Required
Protection of cold-water basin water from falling debris	Not Required
Isolate cooling tower (or cell) water and power	Others
Provide electrical power for hand tool use (3 to 4 outlets, GFI 30 amps, 110 V, within 10' of tower)	Others
Permit-required confined space (Hole watch, Respirators, Monitoring, etc.)	Not Required
Building permits, certificates, special licenses and/or PE stamps	Not Required
Offsite training, drug testing, background checks, etc.	Not Required
Site-Specific Dedicated Safety Manager (in lieu of safety management by superintendent)	Not Required



Prepared by Chris Bickerstaff
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Roseville Fan & Gearbox Replacement

EQ22-0738.5

January 12, 2023

Pricing Notes

a) Proposal Validity

○ Pricing Validity – February 28, 2023

- ❖ **NOTE:** Though in normal market conditions, significant leeway can often be assumed, the present market conditions require that the proposal validity date be considered firm and final. After this date, price – and often significant schedule adjustments – may be required.

○ Schedule Validity – February 28, 2023

b) Schedule:

- Mobilization: 12 – 16 weeks ARO
- Schedule: 5 – 6 persons @ 4 – 5 days / 10 hours per day / 6 days per week

c) Freight & Taxes:

- Freight prepaid and added at cost plus 10%.
- EvapTech proposal prices do not include the costs of sales tax or use tax unless explicitly stated and identified with a dedicated line item. Sales tax will be billed unless an exemption certificate or direct pay permit is provided. If use tax is applicable as determined by project location and contract type, then a change order will be required to adjust the material portion of the contract by the applicable use tax rate. Note that payroll taxes are always included in the proposal price.

d) Contract Terms:

Per 2021 NCPA MTGSA ESA Agreement.

e) Comments:

- Any subdivision of pricing is for reference only and assume purchase of the total scope.
- EvapTech reserves the right to subcontract any or all portions of the work to be performed, but such subcontracting shall not relieve EvapTech of any of its liabilities.
- All quoted delivery schedules are based upon EvapTech's receipt of customer's written purchase order, in good form, within two weeks after receipt of notice to proceed.
- The schedule includes an estimated crew size, work-day, and work-week. EvapTech may adjust these aspects of the work plan to complete the scope of work within schedule in the safest and most cost-effective way. Lump sum prices will not be adjusted unless the scope is modified.
- Price includes two hours per employee for badging, permitting, lockout/tagout, etc. Additional delays due to site procedures or to tower inaccessibility caused by concurrent work will be billed as T&M. Superintendents are available for a maximum of one hour per week for site meetings.
- EvapTech's standard practice is to send extra materials to cover unforeseens of shipment or emergent work. Any materials remaining at demobilization is considered property of EvapTech.
- Any material testing for disposal is to be performed by others prior to EvapTech's mobilization to site and all manifesting of disposed materials is by others.
- See EvapTech Construction Standards below for scope execution assumptions.
- Standard qualification documents including W9 & Trade References can be found [here](#).
- EvapTech's standard assumption is that fan hub removal will require up to 10 labor hours and the use of a 5000lb puller. If the hub and/or shaft condition prevents this method, the additional time to remove the fan and gearbox to grade and apply heat (provided by others) for removal or send the gearbox to a local shop for removal will be billed as T&M.



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Roseville Fan & Gearbox Replacement

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January 12, 2023

EvapTech Safety

EvapTech field services approach all projects with a focus on safety, efficiency, and quality. Our safety programs are updated annually to include industry best practices and maintain a stellar rating with multiple contractor management services.

Avetta ID#: 3467

ISNetworld ID#: 400-142642

EvapTech's 2022/2023 **EMR is 0.81** and has **never** been higher than 1.0! EvapTech will execute the project using EvapTech staff trained to execute our projects as designed using the most advanced erection techniques to assure on-time performance, a quality product, and an impeccable safety record. A review of our enclosed safety statistics reveals the dedication to safe site erection labor.

Please note that EvapTech provides our safety information on third-party letterhead and with the original OSHA documentation. This ensures that EvapTech is providing current, fully accurate representation of our safety performance.

Year	OSHA Recordable Rate	EMR
2022	TBD	0.81
2021	0.95	0.72
2020	0.98	0.62
2019	0.80	0.58



Prepared by Chris Bickerstaff
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EvapTech Construction Standards

Please review the below comments describing EvapTech's minimum standards. If EvapTech is aware of additional project/facility-specific requirements, the comment will be amended to include it. If a project/facility-specific requirement is not addressed, then additional costs may apply in order to meet those requirements.

- Screening – EvapTech's standard drug testing policy includes at least a 5-panel urine test at hire with a 10% random chance of a 10-panel urine test each month. EvapTech's standard background check policy includes E-Verify social security number confirmation at hire and a criminal records check (up to \$150/employee) as required.
- Training – EvapTech includes 15-minutes per employee for customer-provided site-specific training and two hours per employee for EvapTech's site-specific safety orientation. In addition, each day includes a 15-minute morning safety meeting held prior to that day's work. All established EvapTech field employees are OSHA 10 card holders. All established EvapTech supervising personnel are OSHA 30 card holders with three-year-or-better recency.
- Dedicated Personnel – EvapTech assumes that on-site safety, QAQC, and mobile-elevated-work-platform monitoring (as defined by ANSI A92) is the superintendent's responsibility to perform directly or, if desired, by delegation. If the crew size is 25 persons or more, then a dedicated on-site safety coordinator will be designated. Equipment in use, or groups of like equipment if operating in close proximity, will have a single dedicated spotter.
- Personal Protective Equipment – EvapTech's standard PPE includes safety glasses, hardhat, safety-toed boots, full leg covering, long-sleeves, hi-vis shirts/vests, fall protection per OSHA code 1926 and – as required – gloves.
- Site Conditions – EvapTech assumes open and unobstructed area for a distance equal to the height of the fan deck above grade on all four sides of the cold-water basin, material laydown area within 100', stable ground for equipment, crew parking within ¼ mile, rest & office area within 150', and that approved work areas are appropriate for equipment, storage, and construction traffic without the need for site restoration. The tower surroundings will be maintained or returned to mobilization conditions. If events outside of EvapTech control such as adverse weather or work by others contributes to degraded conditions, then site restoration will be performed on a T&M basis.
- Basin Conditions – EvapTech assumes the basin curb is no more than 5' above grade and that the collection basin drained and substantially clean prior to EvapTech's arrival on site. If the basin was free of mud prior to mobilization, EvapTech will broom sweep the basin if required during cleanup. For muddy basin, cleaning will be limited to removal of any debris larger than 4" square.
- Deliveries – Material and dumpster delivery may require unrestricted or timely access for trucks to enter the property to reach the tower. Mobilization and/or demolition may require as many as ten delivery/pickups per day.
- Weather – EvapTech's standard practice is to add one day per ten days of the schedule as non-work weather days. Non-work weather days include adverse weather days, weather preparation days, and weather recovery days which impact at least 50% of the scheduled work hours. Adverse weather days are assumed to be any day with more than 0.1" of precipitation, heat index above 100°F, wind chill below 0°F, and/or winds in excess of 20mph. Weather recovery days are those in which prior adverse weather days have made the site conditions unworkable. In the event additional non-work weather days are experienced, the schedule will be extended one day per non-work weather day. EvapTech may choose to bill labor per diem and equipment rental for excess non-work weather days.
- Lockout/Tagout – EvapTech-supplied locks will be placed on equipment prior to work being performed in a cell.
- Confined Space – EvapTech assumes that the tower is a non-permitted confined space with no atmospheric or engulfing hazards. As such no rescue teams, dedicated hole watch, respirators, or air testing/monitoring is required.
- Reporting – EvapTech can provide daily reports summarizing the day's activities. If schedule updates or progress reporting are required, such will be developed in Excel or Project for import into preferred software by others.



EvapTech Financial Strengths

EvapTech, Inc. is a wholly owned subsidiary of Evapco, Inc. Unlike some suppliers in the field erected cooling tower industry, EvapTech operates from a position of financial strength that provides our customers peace of mind when executing large contracts. We highly recommend a thorough review of all bidders' financial risk and would like to proactively offer the information below detailing EvapTech's strong financial position.

- Payment Term Flexibility - Within the context of mutually agreeable contract terms, because of Evapco's strong cash position, EvapTech can accept payment terms beyond Net 30 on a case-by-case basis if this is of benefit to our customers and is open to other flexible payment arrangements.
- Bonding & Insurance – Because of the strong history mentioned above, EvapTech can satisfy nearly any project bonding or insurance requirements. Please contact EvapTech for specifics if required.
- Financial References – Evapco has long standing relationships with our surety (RCM&D/Travelers) and bank (Bank of America), and a good faith letter is always available if requested. Additionally, EvapTech has a long history of strong supplier relationships based on prompt payment available for reference:
 - Amarillo Gear Company: Amarillo, TX (806) 622-1273
 - Hudson Products Corporation: Beasley, TX (281) 396-8165
 - Infinity Fasteners: Lenexa, KS (913) 438-2252
 - Ryan Transportation Services: Overland Park, KS (913) 310-2204
- Established History – EvapTech has been in business as an Evapco subsidiary since 2005, while Evapco has been in business since 1976.
- Employee Owned – Evapco is a participating ESOP company since 1984, with all employees receiving Evapco stock after just one year of service. This fosters a culture of financial responsibility and a long-term outlook among all employee-owners.
- Diversification – Evapco provides & manufactures a [full spectrum of heat transfer products](#) for several industries, allowing our company to maintain its strong financial position through downturns in any particular industry or product type.
- Private Company – Evapco is a private organization and does not publish financial statements, but we are happy to share this information when required via conference call. Please contact EvapTech's Controller, Laura Chilcote, at (410)756-2600x3446 or lchilcote@evapco.com if a financial statement review is beneficial.



FEIN
DUNS#

20-2114254
186712662



52-1059673
080546625



Prepared by Chris Bickerstaff
CBickerstaff@evaptech.com
(913)322-5165



Hudson Ranch Power I Geothermal Fill Replacement

Calipatria, California

Owner: Hudson Ranch Energy Service (Energy Source Minerals)
Contact: Paul Hanson – Sr. Process Engineer
Phone: (760) 693-2275
Email: phanson@energysource.us.com

Replaced extremely fouled fill in seven large cooling tower cells with new EvapTech VertiClean anti-fouling film fill, as well as new drift eliminators, during a 20-day outage. (21004398)



Bonanza Power Plant

Vernal, Utah

Owner: Deseret Power Electric Cooperative
Contact: Colin Lewis – Project Manager
Phone: (435) 781-5716
Email: clewis@deseretpower.com

Structural rebuild and fiberglass material conversion for a 16-cell wood counterflow cooling tower during two-time sensitive consecutive outages. Scope also included fill, drift eliminators, partition walls and fan deck. (19003353)



Lawrence Livermore National Laboratory ECFM Project

Livermore, California

Owner: Lawrence Livermore National Laboratory
Contact: Roy Bayani – Contract Analysis
Phone: (925) 424-5322
Email: bbayani1@llnl.gov

New 6-cell fiberglass counterflow FM approved cooling tower for the Exascale Computing Facility Modernization (ECFM) Project. This cooling tower helps enable supercomputers that are capable of one quintillion calculations per second to the NNSA laboratories including LLNL, Los Alamos, and Sandia. (20003913)



Calpine Geysers Unit 14 Rebuild

Middletown, California

Owner: Calpine
Contact: Ryne Pearce – Project Manager
Phone: (707) 431-6140
Email: Ryne.Pearce@calpine.com

Structural rebuild for a fire damaged 10-cell wood crossflow cooling tower. Scope also included fill, drift eliminators, & distribution basins. Passed thermal performance test at 103%. This project was just one of four major cooling tower refurbishments that Evaptech safely completed at the Geysers facility. (20003816)



INSPECTION SERVICES

Cooling tower inspections are a vital part of proper maintenance. However, the scope can vary both in delivery and expectation. EvapTech offers the following standard inspection services for consideration.

Any maintenance or repair work is not included with a standard inspection scope; discovery work will performed during inspection will be performed on a T&M basis. The inspection crew sent will be minimal and often not sufficient for significant discovery work without additional mobilization costs.

Standard inspections assume access to at least one cell at a time with no more than one hour of LOTO time between cells and that the tower is a non-permitted confined space without known atmospheric or engulfing hazards. If facility requirements include a dedicated hole watch, this will incur an additional cost. Otherwise, EvapTech's lockout/tagout and confined space procedures will be followed.

Summary Inspection

The tower will be visually evaluated – even during operation – by representatives & regional managers who will provide recommended action items in consideration of budget, schedule, & criticality.

Basic Inspection

The cooling tower inspection will be performed by experienced construction personnel to provide an overview of structure, fill media, drift eliminators, distribution piping & nozzles, fan stacks, and mechanical equipment. A preliminary report will be provided within 1 – 3 days with initial recommendations and a formal inspection report with photos will follow within 3 – 4 weeks. A sample report can be found [here](#).

Inspections will be scheduled for execution within a two-week window with the exact date of inspection coordinated one week before mobilization. Additional costs will apply if an exact date is required during the months of March, April, May, September, October, or November. In addition, the formal report may require up to 4 – 6 weeks to complete, though the preliminary report will be provided within 1 -3 days.

Detailed Mechanical Inspection

In addition to the basic inspection, the mechanical equipment – fan assemblies, motor, and gear reducer – will be inspected in accordance with the [EvapTech](#) 18-Point Maintenance. This inspection includes documenting settings such as blade tracking, tip clearance & pitch angle and motor & gearbox alignment.

Detailed Structural Inspection

In addition to the basic inspection, particular attention will be paid to the condition of all accessible structural members. Any members found to be in poor condition will be marked for replacement on a sketch of the tower structure which will be provided with the inspection report. More thorough structural inspections using laboratory testing or engineer evaluation is available, if required.

Detailed Fill Inspection

In addition to the basic inspection, the fill will be inspected thoroughly and weighed. A full depth of fill will be removed from one bay in each cell and each removed pack will be weighed. The removed fill will be replaced and the fill weights will be provided in a table included with the inspection report.



COOLING TOWER 18 POINT MECHANICAL INSPECTION CHECKLIST

MECHANICAL EQUIPMENT SUPPORT SYSTEM

1. Inspect mechanical equipment support and drive shaft guards.

FAN ASSEMBLY

2. Check fan blade pitch for uniformity.
3. Check fan blade tip track and tip clearance.
4. Check fan blade for loose or corroded hardware.

GEARBOX

5. Check gearbox pinion shaft backlash.
6. Check gearbox pinion shaft for leaks.
7. Check gearbox fan shaft for leaks.
8. Check pinion and fan shaft bearings for smooth operation.
9. Inspect Oil line and fittings for leaks or corrosion.
10. Check gearbox oil level at the gear
11. Check adjustment of dip stick or sight glass placard.
12. Inspect gearbox hold-down bolts for signs of loose hardware. Check if gearbox is dowelled down.

DRIVESHAFT

13. Inspect driveshaft grommets or flex elements.
14. Check driveshaft for loose or missing hardware.
15. Check driveshaft alignment.

MOTOR

16. Check for smooth operation.
17. Check shaft for radial movement.
18. Check hold-down bolts for loose or missing hardware.

NOTE: Pricing does not include blade correction, realignment of driveshaft, or replacement of gear oil or motor grease. These scopes can be completed on a T&M basis when the mobilized crew and available material allows.



Roseville Fan & Gearbox Replacement

EQ22-0738.5

January 12, 2023

TIME & MATERIAL RATE SCHEDULE

Labor Type: Open Shop (prevailing wage Carpenter – Plater County)

Expiration Date: 12/31/2023

Classification	Straight Time	Hourly Rates			Per Diem
		Overtime	Holiday		
Superintendent	\$176.61	\$244.24	\$311.88		\$160.00
Foreperson	\$140.38	\$189.89	\$239.40		\$125.00
Carpenter	\$129.00	\$172.83	\$216.65		\$105.00

- 1) Labor rates are inclusive of base wages, payroll taxes, workers' compensation insurance, tools, consumables, overhead and profit.
 - 2) Overtime rates are applicable to all hours worked in excess of 40 hours for the work week Monday through Friday. Saturday and Sunday are overtime days.
 - 3) Holiday rates apply on all federal holidays plus the fourth Friday of November and December 24th.
 - 4) Workers mobilized from outside the area will be paid living expenses for each day worked, travelled and on standby. Travel time will be paid hourly at the straight time rate plus per diem. Standby time for unworked weekdays will be paid two hours at the straight time rate plus per diem.
 - 5) Field Safety will be billed at Foreperson hourly rates and per diem rates. Site Project Manager will be billed at Superintendent hourly rates and per diem rates.
 - 6) Emergency work (defined as work requiring ≤ 4 business days for mobilization) will be billed with a 1.1 multiplier on hourly rates and a 2.0 multiplier on per diem rates.
 - 7) Overtime and per diem will be calculated differently when both T&M and lump sum work is performed. The percentage of total hours for the week worked as overtime will be applied to the total T&M hours to determine the overtime T&M hours. The percentage of total hours which were T&M hours will be applied to the total per diem to determine the T&M per diem.
 - 8) If lodging cannot be found within 10 miles from site for less than \$100/night, then per diem may be increased to cover the difference.
 - 9) Some scopes may require rental facilities or tool shipments which would be billed at the rates below.
 - 10) Office support will be billed at the following hourly rates when applicable: Staff (\$100), Designer (\$150), Safety Manager (\$150), Engineer (\$200).
- Materials incorporated into the work will be billed at invoiced cost plus 15%.
 - All third-party equipment rentals (including fuel and disposal fees, if applicable) and subcontracted trades will be billed at invoiced cost plus 10%.
 - Freight will be billed at cost plus 10%.
 - Sales & use taxes are not included.



Prepared by Chris Bickerstaff
CBickerstaff@evaptech.com
(913)322-5165





COUNCIL COMMUNICATION

CC #: 2537
File #: 0800-03

Title: Advanced Metering Infrastructure Consulting - Professional Services Agreement Amendment
Contact: Caitlin Ornelas 916-774-5178 cornelas@roseville.ca.us

Meeting Date: 2/15/2023
Item #: 7.6.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution authorizing the City Manager to execute an amendment to the professional services agreement with E Source, formerly UtiliWorks Consulting, LLC, for Advanced Metering Infrastructure support, development and implementation services.

BACKGROUND

Advanced Metering Infrastructure (AMI) is an integrated system of meters, communications networks, and data management systems that enables two-way communication between utilities and customers. AMI provides customers greater control over their energy and water use. AMI provides the utilities with information about energy and water usage at different times of the day, which provides customers tools to manage their usage proactively. Additionally, AMI provides utilities with the means to optimize electricity and water flows on the distribution systems, improve customer service, and respond to outages, leaks and theft reports faster. Due to regulatory requirements and operational efficiencies provided by AMI technology, over 90% of California residents and businesses currently have utility-installed AMI meters in use.

On November 4, 2015, Roseville Electric Utility and Environmental Utilities entered into an agreement with E Source, formerly UtiliWorks Consulting, LLC, to provide consulting services for the assessment and procurement phase of the AMI project. A second phase of the professional services RFP included the following key project implementation and deployment tasks: proof of concept project management, business process re-engineering, implementation planning and documentation, business intelligence preparation and reporting, awareness and education campaign, and full deployment project management. A second amendment to the agreement with E Source, formerly UtiliWorks Consulting, LLC, was approved on December 20, 2017 to provide these additional professional services.

This resolution authorizes a final amendment to the professional services agreement with E Source, formerly UtiliWorks Consulting, LLC, to provide infrastructure support, development and

implementation services for the beta and final meter deployment phases of the project.

FISCAL IMPACT

The cost of this amendment is \$695,101 for a total not-to-exceed cost of \$2,998,650. This project is funded by the Electric and Environmental Utilities' Advanced Metering Infrastructure capital improvement project budgets in the Electric Fund and Water Fund, respectively.

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)).

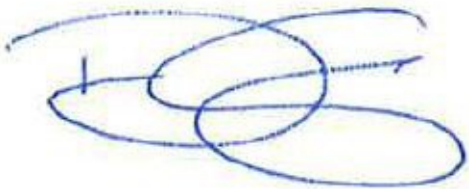
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal A - Remain fiscally responsible in a changing world
Goal E - Deliver exceptional city services

Respectfully Submitted,

Caitlin Ornelas, AMI Project Manager

Daniel Beans, Electric Utility Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 23-058

Signed PSA Amendment

RESOLUTION NO. 23-058

APPROVING A FIFTH AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT, BY
AND BETWEEN THE CITY OF ROSEVILLE AND E SOURCE COMPANIES, LLC, AND
AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF
THE CITY OF ROSEVILLE

WHEREAS, a fifth amendment to professional services agreement for Advanced
Metering Infrastructure consulting, by and between the City of Roseville and E Source
Companies, LLC, has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that
said fifth 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

**FIFTH AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT**

Project: Advanced Metering Infrastructure Consulting

THIS FIFTH AMENDMENT TO AGREEMENT is made and entered into this ____ day of _____, 20__, by and between the City of Roseville, a municipal corporation (“CITY”), and E Source Companies, LLC, a Delaware limited liability company, successor in interest to UtiliWorks Consulting, LLC, a Louisiana limited liability company (“CONSULTANT”); and

W I T N E S S E T H:

WHEREAS, CITY and CONSULTANT previously entered into a Professional Services Agreement dated November 4, 2015, amended on October 18, 2017, amended on December 20, 2017, amended on June 7, 2020 and amended on July 21, 2021 (“Agreement”), regarding the Advanced Metering Infrastructure Consulting (“Project”); and

WHEREAS, prior to this Fifth Amendment, E Source Companies, LLC acquired UtiliWorks Consulting, LLC and assumed all rights and responsibilities of this Agreement; and

WHEREAS, CITY desires to amend the Agreement to include additional services as described in CONSULTANT’s attached letter/proposal dated November 18, 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 Fifth Amendment to Agreement.

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

"CITY shall pay six hundred ninety-five thousand, one hundred and one dollars (\$695,101), in consideration of the additional services as set forth in Exhibit "A" to the Fifth Amendment to Agreement. This brings the total not to exceed contract amount to two million, nine hundred ninety-eight thousand, six hundred and fifty dollars (\$2,998,650)."

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 Fifth 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 Fifth Amendment to Agreement to be executed.

CITY OF ROSEVILLE, a
municipal corporation

E SOURCE COMPANIES, LLC, a
Delaware limited liability company

BY: _____
DOMINICK CASEY
City Manager

BY: David Perotti
its: David Perotti President SS

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

ATTEST:

and

BY: Matthew Burks

BY: CARMEN AVALOS
City Clerk

its: Matthew Burks Chief Strategy Officer

APPROVED AS TO FORM:

BY: MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUBSTANCE:

BY: Daniel Beas (Jan 28, 2023 14:26 PST)
DANIEL BEANS
Electric Utility Director

Shawn Matchim (Jan 28, 2023 11:29 PST)

Eric Campbell
Eric Campbell (Jan 28, 2023 03:46 PST)

EXHIBIT “A”

City of Roseville AMI/MDM Implementation and Deployment Consulting Services Change Order #7

Date : November 18, 2022
To : Caitlin Ornelas
AMI Project Manager
City of Roseville

Scope of Work

E Source Companies, LLC ("E Source") is providing this Change Order #7 (CO #7) in response to a request from the City of Roseville ("City" or "Roseville") AMI Project Manager, Caitlin Ornelas. Services outlined in this CO #7 will extend the previously contracted services:

- Task 1 – POC Project Management: Provide continued POC Project Management services and subject matter expertise to support the City through June 2023 as well as specific field deployment QA/QC during the planned beta meter deployment.
- Task 3 – Implementation Planning and Documentation: Provide continued subject matter expertise in operational readiness and systems and technology guidance to support implementation through June 2023.
- Task 6 – Full Deployment Project Management: Provide Full Deployment Project Management services starting at the completion of POC scheduled from July 2023 through September 2024 for a total of 15 months.

Task 1 – POC Project Management

E Source will continue to provide Project Management, subject matter expertise, and sponsorship/executive oversight as detailed in Task 1 – POC Project Management in the Second Amendment to Professional Services Agreement Advanced Metering Infrastructure Consulting. E Source POC PM support will continue through June 30, 2023.

Activities in Task 1 include but are not limited to:

- Project Management assistance, including coordinating and managing E Source resources, attending project meetings, and driving mutually agreed-upon processes
- Executive/sponsorship participation
- Support of system/user acceptance testing
- Provide oversight to E Source field and data quality resources

Task 3 – Implementation Planning and Documentation

E Source will continue to provide subject matter expertise for full operational readiness and systems and technology guidance to support the ongoing Beta POC Phase. The tasks to be performed align with the E Source original scope of work for Task 3 – Implementation Planning and Documentation as detailed in the Second Amendment to Professional Services Agreement Advanced Metering Infrastructure Consulting. E Source implementation planning and documentation support will continue through June 30, 2023, on an as-needed basis.

Activities in Task 3 include but are not limited to:

- Support of cutover plan development
- Provide technology, operational, and systems best practices and guidance for POC deployment
- Provide additional POC support by performing Quality Assurance (QA) activities of meter deployments to be completed as part of the Beta testing phase of the project. These activities will include the following:
 - Work with City staff to ensure that Roseville standards are maintained by all installers and the deployment plan is executed
 - Facilitate resolution of issues between Roseville and installer
 - Perform in-field installation quality checks of all electric and water module installations including:
 - Verify correct installation / check for leaks / check to verify meter pit lid fits correctly
 - Verify installation contractor performs install per specs established by the City
 - Verify install contractor is working safely
 - Perform data quality audits using install contractor's work order portal including:
 - Verification that meter was installed correctly
 - Verify that the correct meter was installed at the property
 - Verify correct "out read"
 - Review "as left" photos to ensure work area was left in good condition
 - Provide training to Roseville staff on QA criteria to be aware of and verify so they can do their own audits during full deployment

Task 6 – Full Deployment Project Management

E Source will provide Project Management, subject matter expertise, and sponsorship/executive oversight as detailed in Task 6 – Full Deployment Project Management as detailed in the Second Amendment to Professional Services Agreement Advanced Metering Infrastructure Consulting. E Source full deployment project management support will continue through September 30, 2024, on an as-needed basis.

Activities in Task 6 include but are not limited to:

- Project Management assistance, including coordinating and managing E Source resources, attending project meetings, and driving mutually agreed-upon processes
- Executive/sponsorship participation
- Management and oversight of the selected installation contractor with specific focus on contractor project management, logistics, training, troubleshooting, and quality assurance
- Troubleshooting
 - Work with the AMI vendor to troubleshoot and resolve any RF coverage issues including the potential need to deploy additional network infrastructure.
 - Work with the designated City AMI System Technician(s) to troubleshoot meter issues as they arise.
 - Work with the designated City AMI System Technician(s) to troubleshoot meter/system alarms, flags, exceptions, etc.

- **Quality Assurance**
 - Work with City staff to ensure that Roseville standards are maintained by all installers and the deployment plan is executed
 - Facilitate resolution of issues between Roseville and installer
 - Perform in-field installation quality audits of all electric and water module installations including:
 - Verify correct installation / check for leaks / check to verify meter pit lid fits correctly
 - Verify installation contractor performs install per specs established by the City
 - Verify install contractor is working safely
 - Perform data quality audits using install contractor's work order portal including:
 - Verification that meter was installed correctly
 - Verify that the correct meter was installed at the property
 - Verify correct "out read"
 - Review "as left" photos to ensure work area was left in good condition

Fee

CO #7 shall comprise the following:

- Allocation of \$81,270 to Task 1 – POC Project Management
 - Project management activities to be billed at \$16,254/month for the months of February – June 2023 for a total of \$81,270
 - \$2,767 will be re-allocated from Task 2 – Business Process Re-engineering to Task 1 – POC Project Management and \$78,503 will be new funds
- Allocation of \$90,816 to Task 3 – Implementation Planning & Documentation
 - Implementation planning and documentation support to be billed at \$8,256/month for the months of February – June 2023 for a total of \$41,260
 - Beta Deployment Field QA at the hourly labor rate below for a total of \$49,536
 - 196 hours of field inspection time by two inspectors (88 hours/inspector)
 - 16 hours of QA training
- Allocation of \$464,400 to Task 6 – Full Deployment Project Management
 - Full Deployment Project Management to be billed at \$6,192/month for the months of July 2023 – September 2024
 - Full Deployment Field QA
 - 128 hours/month of field inspection time at the hourly labor rate below for a total of \$33,024/month for the months of July – December 2023
 - 88 hours/month of field inspection time at the hourly labor rate below for a total of \$22,704/month for the months of January – June 2024
 - 48 hours/month of field inspection time at the hourly labor rate below for a total of \$12,384/month for the months of July – September 2024
- Allocation of \$61,382 to the existing Travel budget for Full Deployment Project Management travel
- Increase in hourly labor rate to \$258

If the POC deployment and/or testing is completed and accepted by Roseville prior to the end of June 2023, the POC Project Management and/or Implementation Planning and Documentation services fees will cease at the respective completion. Roseville has the option to re-allocate

unused funds to Full Deployment Project Management without the need for a change order or to another task via agreed upon CO.

Task #	Task	Budget Remaining (as of Feb. 1, 2023)	CO #7	New Budget Remaining
1	POC Project Management (\$16,254/month)	\$ -	\$ \$81,270	\$ 81,270
6	Full Deployment Project Management	\$ -	\$ \$464,400	\$ \$464,400
2	Business Process Re-Engineering			
2.1	Pass 1 - Current State	\$ -	\$ -	\$ -
2.2	Pass 2 - Proposed Future State	\$ 2,767	\$ (2,767)	\$ -
2.3	Pass 3 - As-Built Future State	\$ -	\$ -	\$ -
2.4	Business Process Audit	\$ -	\$ -	\$ -
3	Implementation Planning & Documentation			
3.1	Integrated POC Implementation Plan	\$ -	\$ -	\$ -
3.2	Integrated Test Plan	\$ -	\$ -	\$ -
3.3	Field Deployment Plan	\$ -	\$ 90,816	\$ 90,816
4	Business Intelligence & Reporting			
4.1	Discovery & Use Case Identification	\$ -	\$ -	\$ -
4.2	Use Case Development	\$ -	\$ -	\$ -
4.3	Recommendations Report	\$ -	\$ -	\$ -
5	Awareness & Education Campaign			
5.1	Campaign Design	\$ -	\$ -	\$ -
5.2	Organizational Awareness	\$ -	\$ -	\$ -
5.3	Customer Communications	\$ -	\$ -	\$ -
7	Integration Support Services	\$ -	\$ -	\$ -
	Travel	\$ 38,618	\$ 61,382	\$ 100,000
	Change Request Sub-total	\$ -	\$ 695,101	
	Contingency	\$ -	\$ -	\$ -
	Change Request Total	\$ -	\$ 695,101	\$ 736,486

Approvals

The City of Roseville hereby agrees to the above as an extension to the scope for the executed AMI/MDM Implementation agreement.

Ted Schultz

Delivered by Ted Schultz
E Source Companies, LLC

Date 1/27/2023

Caitlin Ornelas

Caitlin Ornelas (Jan 10, 2023 16:43 PST)

Approved by: Eric Campbell
Eric Campbell (Jan 10, 2023 16:59 PST)
City of Roseville

Date Jan 10, 2023

Certificate Of Completion

Envelope Id: 16B0CEE120F540D7A57A6513F4E6C64F

Status: Completed

Subject: Complete with DocuSign: Fifth Amendment to PSA Advanced Metering Consulting.pdf

Source Envelope:

Document Pages: 9

Signatures: 3

Envelope Originator:

Certificate Pages: 5

Initials: 0

Kathleen Perrone

AutoNav: Enabled

1745 38th Street

Enveloped Stamping: Enabled

Boulder, CO 80301

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

kathleen_perrone@esource.com

IP Address: 107.77.196.213

Record Tracking

Status: Original

Holder: Kathleen Perrone

Location: DocuSign

1/27/2023 9:12:05 AM

kathleen_perrone@esource.com

Signer Events**Signature****Timestamp**

David Perotti

dperotti@aligncp.com

President SS

Security Level: Email, Account Authentication
(None)*David Perotti*Signature Adoption: Pre-selected Style
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Signed: 1/27/2023 11:24:54 AM

Electronic Record and Signature Disclosure:

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Matthew Burks

matthew_burks@esource.com

Chief Strategy Officer

E Source Companies LLC

Security Level: Email, Account Authentication
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Ted Schultz

ted_schultz@esource.com

President

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In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp**

Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	1/27/2023 9:40:15 AM
Certified Delivered	Security Checked	1/27/2023 11:51:10 AM
Signing Complete	Security Checked	1/27/2023 11:55:35 AM
Completed	Security Checked	1/27/2023 11:55:35 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, E Source Companies Llc (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$-1.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact E Source Companies Llc:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: ci@esource.com

To advise E Source Companies Llc of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at ci@esource.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from E Source Companies Llc

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to ci@esource.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with E Source Companies Llc

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to ci@esource.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify E Source Companies Llc as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by E Source Companies Llc during the course of your relationship with E Source Companies Llc.



COUNCIL COMMUNICATION

CC #: 2540
File #: 0800-03

Title: International Swap and Derivatives Association - Master Agreement Amendment
Contact: Long Zhang 916-774-5652 lzhang@roseville.ca.us

Meeting Date: 2/15/2023
Item #: 7.7.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution authorizing the City Manager to execute the Third Amendment to the International Swap and Derivatives (ISDA) Master Agreement with Power and Gas Annexes with Macquarie to provide more flexibility with credit support and meet new regulatory reporting requirements.

BACKGROUND

Council approved updated Electric Utility Risk Management Policies in March 2022. As part of those policies, Roseville Electric is required to limit the cost exposure of providing electricity over a three-year period by purchasing specific amounts of fixed price energy as either electricity or natural gas. Roseville Electric has historically used financial swaps to hedge natural gas and electricity market price risk. ISDA agreements provide an industry standard contractual framework for executing financial transactions for electricity and natural gas, and provide significant credit and other protections to the City.

Council approved the ISDA Master Agreement with Power Annex dated August 31, 2011, Gas Annex dated June 5, 2013, and California AB32 Product Annex dated May 22, 2019 with Macquarie. The Third Amendment would make the following changes to the current agreement:

1. The Cross Default Amount associated with Macquarie is increasing from \$50 million to \$100 million.
2. Credit Support Provider for Macquarie is changing from Macquarie Bank Limited to Macquarie International Finance Limited.
3. The "ISDA 2013 Reporting Protocol" is included to ensure reporting of trade information is in compliance with reformed regulatory requirements.

FISCAL IMPACT

There is no fiscal impact associated with the execution of the Third Amendment to the ISDA Agreement as it is only an amendment to an enabling agreement. Transactions facilitated by the attached agreement will conform to the Roseville Energy Risk Management Policies.

ENVIRONMENTAL REVIEW

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

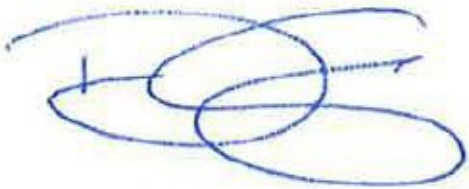
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal A - Remain fiscally responsible in a changing world

Respectfully Submitted,

Long Zhang, Electric Business Analyst

Daniel Beans, Electric Utility Director

A handwritten signature in blue ink, appearing to read 'Dominick Casey', with a horizontal line extending to the right.

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 23-060

Third Amendment to the International Swaps and Derivatives Association Master Agreement with Macquarie Energy LLC

RESOLUTION NO. 23-060

APPROVING THE THIRD AMENDMENT TO THE INTERNATIONAL SWAP AND DERIVATIVES ASSOCIATION, INC. 2011 MASTER AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND MACQUARIE ENERGY LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a Third Amendment to the International Swap and Derivatives Association, Inc. (ISDA) 2011 Master Agreement, by and between the City of Roseville and Macquarie Energy LLC, has been reviewed by the City Council; and

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

ISDA

International Swap and Derivatives Association, Inc.

THIRD AMENDMENT

dated as of January 11, 2023

to the

ISDA MASTER AGREEMENT

dated as of August 31, 2011

between

City of Roseville ("Party A")

And

Macquarie Energy LLC ("Party B")

WHEREAS the parties have previously entered into that certain 1992 ISDA Master Agreement dated August 31, 2011 (collectively with the Schedule and Credit Support Annex thereto, the "Master Agreement"), and the Amendments to the ISDA Master Agreement, dated as of June 5, 2013 (the "First Amendment") and May 22, 2019 (the "Second Amendment"), (the Master Agreement, First Amendment and Second Amendment), collectively, the "Agreement"); and

WHEREAS, the parties wish to amend the Agreement as set forth in this Third Amendment (the "Third Amendment").

Accordingly, in consideration of the mutual agreements contained in herein, the parties agree as follows:

1. Amendment to the Agreement

With effect on and from the date of this Third Amendment, the Agreement is amended as follows:

(a) **Part 1(e).** With respect to Party B only, Part 1(e) of the Schedule is amended by deleting "\$50,000,000" and replacing it with "\$100,000,000".

(b) **Part 4(i).** Part 4(i) of the Schedule is amended by:

- a. Deleting the first sentence and replacing it with "Section 3 is amended by adding the following paragraphs 3 (g), (h), (i), (j), (k), and (l)".
- b. The following is added to Part 4(i):

(l) **Changes to IBORs.** In respect of a Transaction that references one or more IBORs:

(A) each party acknowledges that:

- (i) the relevant reference may become subject to amendment or replacement during the term of that Transaction as a result of changes in market conventions or a requirement or request of a market regulator;
- (ii) it enters into the Transaction having first satisfied itself of any amendment or replacement that may be required to be made to such reference and any terms related thereto, including the possibility that a spread may be added

to or subtracted from, or other adjustments applied to, the terms of the Transaction;

- (iii) Party B is not responsible for the event or circumstance giving rise to the amendment or replacement referred to in paragraphs (i) and (ii) above or liable to Party A for any loss or damage arising as a result of or in connection with that event or circumstance; and
- (B) Party A and Party B each agree to act in good faith to facilitate any required amendment of the relevant terms of the Transaction to accommodate the changes or requirement or request referred to in this Part 4(i).

“**IBOR**” refers generally to any reference rate or benchmark rate that is an “interbank offered rate” intended to reflect, measure or estimate the average cost to certain banks of borrowing or obtaining unsecured short-term funds in the interbank market in the relevant currency and maturity, based on quotations or other information submitted by such banks to a recognized sponsor or administrator that publishes such reference rate or, as the case may be, as may be provided by one or more reference banks to a calculation agent or determining party pursuant to interest rate setting or fallback provisions or otherwise. It includes any of the Sterling London Interbank Offered Rate, the Swiss Franc London Interbank Offered Rate, the US Dollar London Interbank Offered Rate, the Euro London Interbank Offered Rate, the Japanese Yen London Interbank Offered Rate, the Euro Interbank Offered Rate, the Japanese Yen Tokyo Interbank Offered Rate, the Euroyen Tokyo Interbank Offered Rate, the Bank Bill Swap Rate, the Canadian Dollar Offered Rate and the Hong Kong Interbank Offered Rate, in each case, howsoever defined or described in the relevant Transaction.”

- (c) **Part 4(r)**. With respect to Party B only, Part 4(r) of the Schedule is deleted in its entirety and replaced with the following:

“**Address:** One Allen Center, 500 Dallas Street
Suite 3300
Houston, TX 77002

Attention: CGM Legal

Telephone No: (713) 275-6100 **Facsimile No.:** (713) 275-8978

E-mail: for Section 5 and 6 Notices only: CGMLegalHouston@macquarie.com”

- (d) **Part 4(y)**. With respect to Party B only, Part 4(y) of the Schedule is amended by deleting “Macquarie Bank Limited” and replacing it with “Macquarie International Finance Limited”.

- (e) **Part 4(dd)**. The following is added as a new Part 4(dd):

“(dd) **ISDA 2013 Reporting Protocol**. Notwithstanding anything to the contrary in this Agreement or in any non-disclosure, confidentiality or other agreement between the parties, each party hereby consents to the disclosure of information:

(a) to the extent required by any applicable law, rule or regulation which mandates reporting and/or retention of transaction and similar information or to the extent required by any order or directive regarding reporting and/or retention of transaction and similar information issued by any authority or body or agency in accordance with which the other party is required to act (“Reporting Requirements”); or

(b) to and between the other party’s head office, branches or affiliates, or any persons or entities who provide services to such other party or its head office, branches or affiliates, in each case, in connection with such Reporting Requirements.

Each party acknowledges that pursuant to global regulatory reform initiatives, regulators require reporting of trade data to increase market transparency and enable regulators to monitor systemic risk to ensure safeguards are implemented globally.

Each party further acknowledges that disclosures made pursuant hereto may include, without limitation, the disclosure of trade information including a party's identity (by name, address, corporate affiliation, identifier or otherwise) to any swap or trade data repository or one or more systems or services operated by any trade repository ("TR") and any relevant regulators (including without limitation, the U.S. Commodity Futures Trading Commission or other U.S. regulators in the case of trade reporting under applicable U.S. laws, and the European Securities and Markets Authority and national regulators in the E.U. under the E.U. Regulation No. 648/2012 on OTC derivatives, central counterparties and trade repositories in the case of trade reporting under applicable E.U. laws) and that such disclosures could result in certain anonymous swap transaction and pricing data becoming available to the public. Each party further acknowledges that, for purposes of complying with regulatory reporting obligations, a party may use a third party service provider to transfer trade information into a TR and that a TR may engage the services of a global trade repository regulated by one or more governmental regulators. For the avoidance of doubt, (i) to the extent that applicable non-disclosure, confidentiality, bank secrecy, data privacy or other law imposes non-disclosure requirements on transaction and similar information required or permitted to be disclosed as contemplated herein but permits a party to waive such requirements by consent, the consent and acknowledgements provided herein shall be a consent by each party for purposes of such law; (ii) any agreement between the parties to maintain confidentiality of information contained in this Agreement or in any non-disclosure, confidentiality or other agreement shall continue to apply to the extent that such agreement is not inconsistent with the disclosure of information in connection with the Reporting Requirements as set out herein; and (iii) nothing herein is intended to limit the scope of any other consent to disclosure separately given by each party to the other party.

2. Representations

Each party represents to the other party in respect of the Agreement, as amended pursuant to this Third Amendment, that all representations made by it pursuant to the Agreement are true and accurate as of the date of this Third Amendment.

3. Miscellaneous

(a) *Entire Agreement; Restatement.*

- (i) This Third Amendment constitutes the entire agreement and understanding of the parties with respect to its subject matter and supersedes all oral communication and prior writings (except as otherwise provided herein) with respect thereto.
- (ii) Except for any amendment to the Agreement made pursuant to this Third Amendment, all terms and conditions of the Agreement will continue in full force and effect in accordance with its provision on the date of this Third Amendment. References to the Agreement will be to the Agreement, as amended by this Third Amendment.

(b) *Amendments.* No amendment, modification or waiver in respect of the matters contemplated by this Third Amendment will be effective unless made in accordance with the terms of the Agreement. All other provisions of the Agreement not expressly amended herein shall remain in full force and effect.

(c) *Counterparts.* This Third Amendment may be executed and delivered in counterparts, each of which will be deemed an original.

(d) *Headings.* The headings used in this Third Amendment are for convenience of reference only and are not to affect the construction of or to be taken into consideration in interpreting this Third Amendment.

- (e) ***Governing Law.*** This Third Amendment will be governed by and construed in accordance with the laws of the State of New York (without reference to choice of law doctrine).

IN WITNESS WHEREOF the parties have executed this document as set forth below with effect from the date specified on the first page of this document.

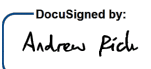
Party A: City of Roseville

By: _____

Name: _____

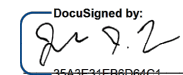
Title: _____

Party B: Macquarie Energy LLC

By:  _____
4B21022510D64DA...

Name: Andrew Rich

Title: Managing Director

By:  _____
35A9E31EB8D64C1...

Name: Joseph Forbes

Title: Executive Director - CGM Legal



COUNCIL COMMUNICATION

CC #: 2545

File #: 0900-04-02

Title: Roseville Parkway Extension Project - Purchase of Real Property

Contact: Jesse Khatkar 916-774-5434 jskhatkar@roseville.ca.us

Meeting Date: 2/15/2023

Item #: 7.8.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution to approve an Agreement for Sale of Real Property for the purchase of real property for the Roseville Parkway Extension project with 8501 Roseville Properties, LLC in the amount of \$175,000.

BACKGROUND

Roseville Parkway is a multi-lane arterial roadway providing a connection from Northwest Roseville to East Roseville and Granite Bay. The roadway is continuous except for a 0.75 mile segment between Foothills Boulevard and Washington Boulevard. The project scope includes the construction of:

- Four vehicle travel lanes (two in each direction);
- Curb, gutter and sidewalk;
- On-street bike lanes;
- Separated multi-use path;
- Street lights;
- Street landscaping; and
- An overpass spanning the Union Pacific Railroad (UPRR) tracks and Industrial Avenue

At their December 19, 2019 meeting, City Council approved a Professional Design Service agreement with Mark Thomas to complete the design and environmental document for the Project. Mark Thomas identified the need to procure property rights from 4 properties. The City of Roseville obtained the services of Interwest Consulting Group to prepare the valuations that determined the fair market value for the acquisitions, and to negotiate the acquisition agreements on the City's behalf with the four property owners for easements and/or real property rights required to construct the project. Negotiations are still ongoing with two of these owners.

The property acquisition included in this action is from 8501 Roseville Properties, LLC and consists of approximately 10,400 square feet of Right of Way and 14,357 square feet of drainage and slope easement for a purchase amount of \$175,000.

Contingent on resolution of the remaining Right of Way acquisitions, construction of the Roseville Parkway Extension project is anticipated to begin in late spring/early summer of 2023, and be completed in 2024.

Public Outreach:

Since 2019, the Roseville Parkway Extension Project has been driven by robust public participation including a virtual community open house, stakeholder representative group meetings, online surveys, and email and social media updates. Details about the project can be found at roseville.ca.us/ParkwayExtension. Staff will continue to engage with the community as the project moves forward.

FISCAL IMPACT

The project is anticipated to cost approximately \$27.4 million and be entirely funded by the Traffic Mitigation Fund (TMF). Staff will return to Council with a budget adjustment to fund construction once the bids are received and actual construction costs are determined. There are adequate funds in the project for the subject property acquisition. No General Fund resources will be used for the project.

ENVIRONMENTAL REVIEW

Project level CEQA compliance for the Roseville Parkway Extension project was accomplished with preparation of the Roseville Parkway Extension Project Final Initial Study and Mitigated Negative Declaration (Adopted: September 16, 2020). Because the Roseville Parkway Extension project is consistent with the project evaluated in the Roseville Parkway Extension Project Final Initial Study and Mitigated Negative Declaration, no new effects would be expected to occur and all applicable mitigation measures from the Roseville Parkway Extension Project Final Initial Study and Mitigated Negative Declaration will be implemented. As such, no additional CEQA action is required at this time.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Jesse Khatkar, Associate Engineer

Jason Shykowski, Public Works Director



Dominick Casey, City Manager

ATTACHMENTS:

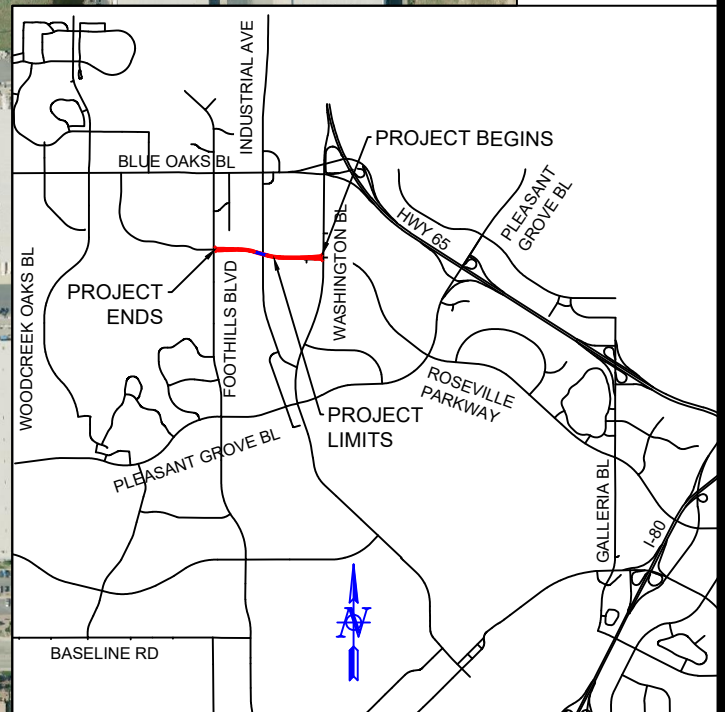
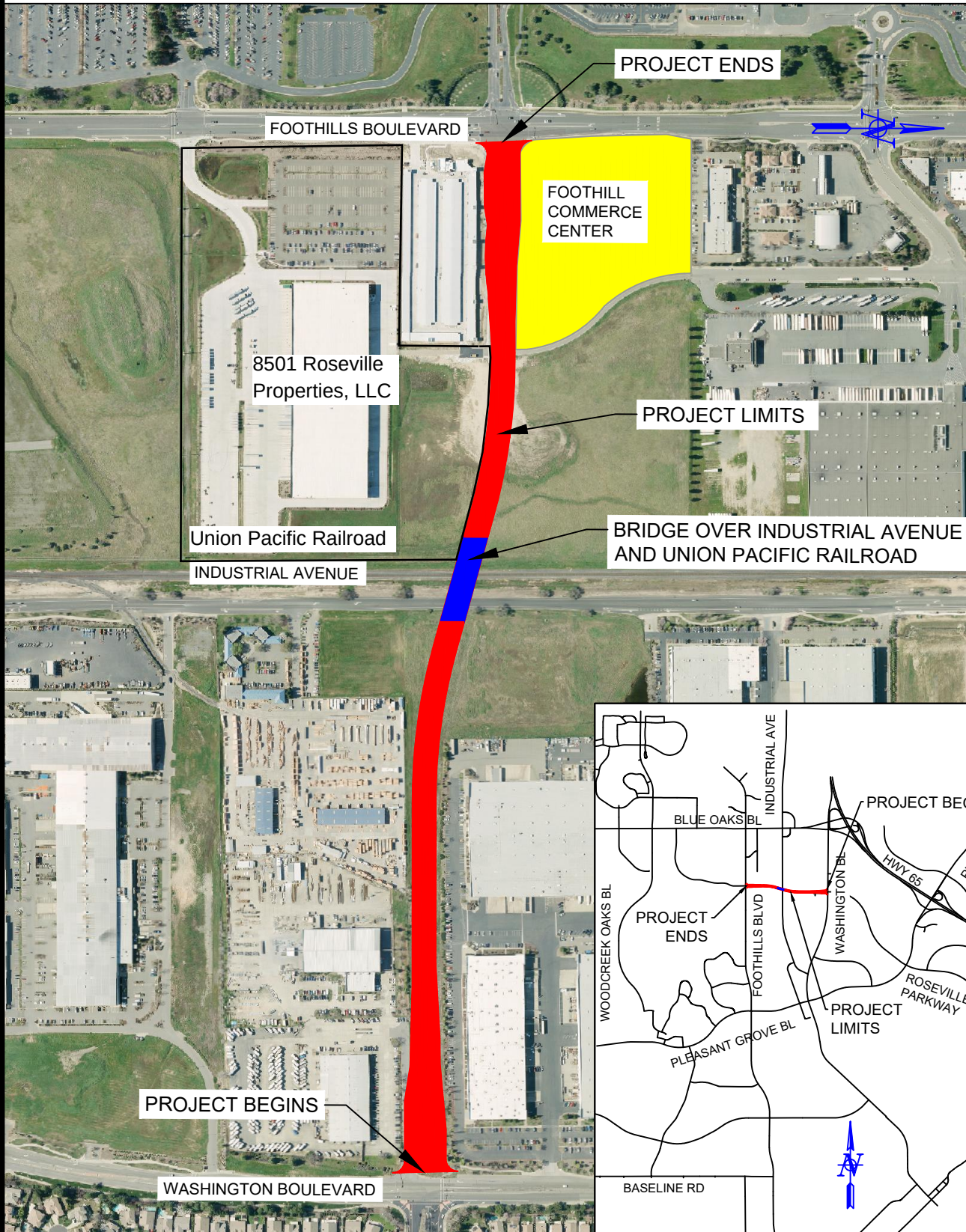
Description

Project Location Map

Resolution 23-065

Sale Agreement

EXHIBIT A PROJECT AREA MAP



RESOLUTION NO. 23-065

APPROVING AN AGREEMENT FOR SALE OF REAL PROPERTY, BY AND BETWEEN
THE CITY OF ROSEVILLE AND 8501 ROSEVILLE PROPERTIES, LLC, AND
AUTHORIZING THE CITY MANAGER TO EXECUTE IT AND ALL RELATED ESCROW
DOCUMENTS ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, an Agreement for Sale of Real Property and for the purchase of
approximately 10,400 square feet of Right of Way and 14,357 square feet of drainage and slope
easement for the Roseville Parkway Extension project, by and between the City of Roseville and
8501 Roseville Properties, LLC, has been reviewed by the City Council; and

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

AGREEMENT FOR SALE OF REAL PROPERTY

THIS AGREEMENT, made and entered into this _____ day of December, 2022, by and between the **CITY OF ROSEVILLE, a municipal corporation**, as grantee ("CITY") and **8501 ROSEVILLE PROPERTIES, LLC, a California limited liability company**, as grantor ("GRANTOR"),

WITNESSETH:

WHEREAS, GRANTOR is the owner of certain real property identified as Assessor Parcel Number 017-232-010 located in the City of Roseville, County of Placer (the "Property"); and

WHEREAS, the CITY desires to acquire a portion of such property in fee simple interest as described in the attached legal description marked Exhibit "A-1", and depicted on the attached plat map marked Exhibit "B-1", which is attached hereto and incorporated herein by reference for the purpose of constructing the Roseville Parkway Extension Project ("the Project"); and

WHEREAS, the CITY desires to acquire a permanent drainage and slope easement as described in the attached legal description marked Exhibit "A-2", and depicted on the attached plat map marked Exhibit "B-2", which is attached hereto and incorporated herein by reference); and

WHEREAS, GRANTOR agrees to sell and CITY agrees to buy the fee simple interest and a permanent drainage and slope easement (collectively "the Subject Property"), pursuant to the terms and conditions set forth in this Agreement; and

NOW, THEREFORE, the parties agree as follows:

1. Purchase Price. GRANTOR agrees to sell, and CITY agrees to buy, the Subject Property for the sum of *One Hundred Seventy-Five Thousand Dollars (\$175,000.00)* ("Purchase Price").

a. The Purchase Price, which shall be paid to Grantor without offset, includes compensation for any and all interests in the Subject Property, including improvements located within the Subject Property, any severance damages caused by the acquisition of the Subject Property or the construction or use of the Project in the manner proposed for which the Subject Property is taken, loss of goodwill damages, lost profits, lost rents, pre-condemnation damages, loss of or damage to machinery, fixtures and/or equipment, relocation assistance payments, interest, costs, expert or consultant fees, attorney fees, and settlement of all related claims, including but not limited to, compensation for the Subject Property and compensation for all damages of every kind and nature suffered, or to be suffered, by reason of the acquisition of the Subject Property and construction of the Project in the manner proposed for which the Property is being acquired;

b. Payment of Independent Appraisal Fee. GRANTOR acknowledges and agrees that the Purchase Price is also inclusive of, and constitutes full and complete satisfaction of, any and all claims arising from or related to any obligation imposed by Section 1263.025 of the Code of Civil

Procedure to pay the reasonable costs, not to exceed five thousand dollars (\$5,000), of an independent appraisal ordered by the owner of a property that the public entity offers to purchase under a threat of eminent domain, at the time the public entity makes the offer to purchase the property.

c. Waiver of Right to Take Challenge. From and after the Close of Escrow and payment of the full Purchase Price to GRANTOR, GRANTOR acknowledges and agrees that GRANTOR waives all claims and defenses challenging CITY's right to acquire the Subject Property by eminent domain in the event that CITY files any subsequent eminent domain action proceeding, and agrees that the CITY has the right to acquire the Subject Property by eminent domain and that the public interest and necessity require the Public Project; that the Public Project is planned or located in the manner that will be the most compatible with the greatest public good and the least private injury; that the Subject Property is necessary for the Public Project; and an offer in an amount no less than the full amount of the City's approved appraisal was made to GRANTOR.

2. Conveyance. GRANTOR has executed, or will execute prior to the Close of Escrow, as defined herein, the Grant Deed and Drainage and Slope Easement in the format satisfactory to the City Attorney of CITY (collectively "Deeds"), conveying the Subject Property to CITY.

3. Escrow. CITY shall open an escrow account for this transaction with Fidelity National Title Company, 8525 Madison Ave #110, Fair Oaks, CA 95628, and Attention: Paul Avila ("the Title Company") under Escrow #01004149-010-PA-KD as described in the Escrow Instructions attached hereto as Exhibit "C-1". Prior to the Close of Escrow, GRANTOR shall deliver the Deeds to the Title Company. Prior to the Close of Escrow, CITY shall deposit with the Title Company the Purchase Price for the account of GRANTOR, conditioned upon the Subject Property vesting in CITY free and clear of all liens, leases, encumbrances, assessments, easements, bonds, judgments and debts secured by Deeds of Trust or mortgages except as indicated in the Escrow Instructions. If for any reason escrow fails to close as set forth herein, including termination of this Agreement, the Title Company shall return all funds and documents to the party that submitted such funds or documents.

4. Condition of Title. It shall be a condition to the recordation of the Grant Deed and Drainage and Slope Easement in the official records (such event is referred to herein as the "Closing") that title to the Subject Property shall be conveyed to the CITY by GRANTOR via the Grant Deed and Drainage and Slope Easement, subject only to the following Approved Conditions of Title ("Approved Condition of Title"):

a. A lien to secure payment of real estate taxes, not delinquent.

b. The lien of supplemental taxes assessed pursuant to Chapter 3.5, commencing with Section 75 of the California Revenue and Taxation Code (Code), but only to the extent that such supplemental taxes are attributable to the transaction contemplated by this Agreement. GRANTOR shall be responsible for, and hereby indemnifies the CITY against, any supplemental taxes assessed pursuant to the Code, to the extent that such taxes relate to events (including, without limitation, any changes in ownership) occurring prior to the Closing.

c. Matters affecting the Approved Condition of Title created by or with the written consent of the CITY with respect to the Subject Property, which are identified in Exhibit C-1, page 2 of 3-Exceptions To Be Cleared.

d. Exceptions, which are disclosed by the title report, described in Exhibit C-1, page 2 of 3- Exceptions Taken Subject To, which are approved or deemed approved by CITY with respect to the Subject Property.

e. GRANTOR covenants and agrees that prior to Closing GRANTOR will not cause or permit title to the Subject Property to differ from the Approved Condition of Title described in this section. Any liens, encumbrances, easements, restrictions, conditions, covenants, rights, rights-of-way, or other matters affecting the Approved Condition of Title which may appear of record or be revealed after the date hereof shall also be subject to CITY's approval and must be eliminated, subordinated or ameliorated to CITY's satisfaction by GRANTOR prior to the Closing as a condition to the Closing for CITY's benefit.

f. Title to the Subject Property shall be evidenced by the irrevocable commitment of the Title Company to issue its CLTA Standard Form Policy or Binder of Title Insurance ("Title Policy") in an amount as reasonably requested by Buyer showing title to the Property vested in Buyer subject only to the Approved Condition of Title.

g. Escrow Instructions attached as Exhibit C-1 provide that certain exceptions are to be cleared from title and that releases/waivers and disclaimers are to be obtained as described in Exhibit C-1, including releases/waivers and disclaimers from any tenants and lenders, First American Title Insurance Company, CMFG Life Insurance Company and Fed Ex Ground Packaging System, Inc. (collectively "Disclaiming Parties") prior to the Close of Escrow. It is understood that CITY and/or Escrow shall be solely responsible for clearing any exceptions to title and obtaining releases/waivers and disclaimers from the Disclaiming Parties. It is further understood that Purchase Price is for the acquisition of all interests in the Subject Property, and the CITY is under no obligation to pay additional consideration or compensation to the Disclaiming Parties for their releasing/waiving/disclaiming their interest in the Subject Property. GRANTOR will provide its reasonable assistance to the CITY, but GRANTOR is under no affirmative obligations to clear any exceptions to title and/or secure any releases/waivers/disclaimers. Should the CITY be unable to clear the exceptions described in Exhibit C-1 and/or should the CITY be unable to obtain releases/waivers and disclaimers from the Disclaiming Parties without paying additional consideration or compensation, this Agreement may be terminated, at the CITY's option, with the parties reserving all rights and remedies.

5. Allocation of Taxes and Assessments. Taxes for the fiscal year in which the escrow closes shall be cleared and paid for in the manner required by Section 5086 of the Revenue and Taxation Code. As a deduction from the amount shown in Section 1, above, the City shall be authorized to pay any delinquent taxes due in any fiscal year, except the fiscal year in which this escrow closes, together with penalties and interest thereon. If GRANTOR has prepaid any taxes which are cancelled pursuant to Section 5086 as to the Subject Property, GRANTOR may seek any refunds to which it is entitled from such taxing agencies. If the Subject Property is subject to any assessments which are not subject to cancellation under Revenue and Taxation Code section 5086, such assessments shall be prorated as of the date of apportionment. GRANTOR shall pay all taxes and assessments outstanding up to the date of apportionment, if any, as to the Subject Property.

6. Escrow Costs. CITY shall pay all escrow fees, recording fees and title insurance charges incurred in this transaction.

7. Date of Possession. The right of possession and use of the Subject Property by the CITY, including the right to remove and dispose of improvements, shall commence upon the Close of Escrow and payment of the full Purchase Price to GRANTOR.

8. Title and Escrow Closing. Title to the Subject Property shall pass immediately upon Close of Escrow. Escrow shall close no later than sixty (60) days after the Effective Date of this Agreement (the "Close of Escrow"). The date for the Close of Escrow may be extended by the mutual agreement of CITY and GRANTOR.

9. CITY's Rights to Terminate Agreement. Should the CITY determine that it is unable to clear the exceptions described in Exhibit C-1 and/or should the CITY be unable to obtain releases/waivers and disclaimers from the Disclaiming Parties without paying additional consideration or compensation, the CITY, at its option, may terminate the Agreement prior to the Close of Escrow. Additionally, in the event of any theft, damage, or injury to the Subject Property occurring prior to the Close of Escrow, the CITY at its option, may terminate the Agreement prior to the Close of Escrow.

10. Escrow Instructions. A copy of this Agreement shall be delivered to the Title Company by CITY and shall have Escrow Instructions attached as Exhibit C-1, which are incorporated herein. The issuance of any additional escrow instructions shall be the sole responsibility of CITY but must be signed by GRANTOR to be valid and enforceable and approved by the City Attorney.

11. Time. Time is of the essence of this Agreement.

12. No Existing Tenancy. GRANTOR warrants there are no oral or written leases on all or any portion of the Subject Property, with the exception of the Lease between GRANTOR and FedEx Ground Package System, Inc. ("Lessee"). GRANTOR agrees to defend, indemnify and hold CITY harmless for any damages, losses and/or expenses occasioned by reason of any lease of all or a portion of the Subject Property. GRANTOR agrees not to assign, transfer or sell to any third party any right, title or interest GRANTOR has in the Subject Property. The parties acknowledge that, upon acquisition by CITY, any lease, tenancy or occupancy shall terminate as to that part of the lease, tenancy or occupancy being acquired by CITY pursuant to this Agreement. Further, if there exists either recorded or unrecorded leases, the parties agree that at CITY's sole discretion, escrow shall not close and this Agreement shall become all or in part null and void if the Title Company fails to receive adequate documentation (such as a Quitclaim Deed, Disclaimer of Interest, and/or Tenant Consent) establishing that lessee has agreed to claim no interest in the Subject Property or in any compensation for the Subject Property, and further enables CITY to obtain sufficient title insurance.

13. Project. GRANTOR understands that the acquisition of the Subject Property is in connection with the construction, operation and maintenance by CITY of the Project, and that the payment of the money provided by this Agreement constitutes the entire consideration for the sale. GRANTOR hereby waives and releases CITY from any obligation, claim or damage on account of the grant of the Subject Property to CITY or on account of the location or construction of the Project in the manner proposed.

14. Hazardous Substances. Neither GRANTOR, nor to the best of GRANTOR's knowledge, any third party, has engaged in the generation, use, manufacture, storage, treatment, transportation, or disposal of any "hazardous substance" on the Subject Property. In addition, neither GRANTOR, nor to the best of GRANTOR's knowledge, any third party has received any form of notice of violation of any "applicable environmental law" with respect to the Subject Property, including any groundwater.

a. For purposes of this Agreement, the term "hazardous substance" means either any petroleum product or any substance, chemical, or waste that is listed as hazardous, toxic or dangerous under any applicable environmental law.

b. For purposes of this Agreement, the term "applicable environmental law" means the Comprehensive Environmental Response Compensation and Liability Act ("CERCLA"), 42 USC §9601 et seq.; the Resource Conservation and Recovery Act ("RCRA"), 42 USC 6901 et seq.; the federal Water Pollution Control Act, 33 USC §1251 et seq.; the Clean Air Act, 42 USC §7401 et seq.; the Hazardous Materials Transportation Act, 49 USC §1471 et seq.; the Toxic Substances Control Act, 15 USC §§2601-2629; and the Safe Drinking Water Act, 42 USC §300f-300j; as each has been amended from time to time; or any similar state and local laws or ordinances or regulations implementing such statutes.

15. Flood Control Act. GRANTOR discloses that the Subject Property is located in a "flood zone," as set forth on F.E.M.A. or H.U.D. "Special Flood Zone Area Maps."

16. Special Studies Zone Act. GRANTOR discloses that the Subject Property is not situated in a Special Study Zone as designated under the Alquist-Priolo Special Studies Zone Act, Sections 2621-2630, inclusive, of the California Public Resources Code, or otherwise in an area of the high geologic hazard ("Geologic Zone").

17. Testing. If applicable, CITY may at all reasonable times enter upon the Subject Property and conduct tests, take soil or water samples or soil borings to determine if hazardous substances exist. If, such testing detects the existence of a hazardous substance, CITY may, at its sole option, rescind and terminate this Agreement and cancel the escrow. Provided, however, that CITY shall exercise said option not later than sixty (60) days after the Effective Date of this Agreement or the Close of Escrow whichever occurs first.

18. Construction Work by CITY. CITY shall, at no expense to GRANTOR, conform existing vehicle access improvements at Niblick Drive to roadway during project construction.

19. GRANTOR's Warranties. GRANTOR hereby represents and warrants to CITY:

A. Contracts:

That there are no service contracts or other contractual obligations (except which GRANTOR has disclosed to CITY) upon which GRANTOR is obligated pertaining to the Subject Property, except those which can be terminated upon not more than thirty (30) days' notice.

B. Documents Delivered:

That all documents delivered to GRANTOR by CITY pursuant to the terms of this Agreement are complete.

C. Special Assessments or Condemnation:

That there are not presently pending any special assessments or condemnation actions against the Subject Property, or any part thereof, nor has GRANTOR received any notice of any special assessments or condemnation actions being contemplated except as otherwise listed on the Escrow Instructions.

D. Leasing Commissions:

That there is no outstanding leasing commission's payable for any lease as to the Subject Property and there are no obligations to pay any leasing commission for any renewal of the tenancy of any of the tenants or for any new lease negotiated prior to Close of Escrow.

E. Title:

1) Encumbrances:

Except for those specifically listed in the Amended Preliminary Title Report, dated April 8, 2022, and stated as Permitted Exceptions in the Exhibit C-1 Escrow Instructions, to GRANTOR's best knowledge, the Subject Property is free and clear of all liens, encumbrances, claims, rights, demands, easements, leases, agreements, covenants, conditions, and restrictions of any kind.

2) Encroachments:

Except for those specifically detailed on the attached, Exhibits "B-1" and "B-2" plats, to GRANTOR's best knowledge, there are no encroachments on the Subject Property from adjoining property, and the Subject Property does not encroach on any adjoining property, easements, or streets.

F. Litigation:

That GRANTOR is not involved in or aware of any pending or threatened litigation which does or will affect the Subject Property. There are no actions or proceedings pending or threatened against GRANTOR before any court or administrative agency in any way connected with or relating to the Subject Property, or affecting GRANTOR's ability to fulfill all of its obligations under this Agreement.

G. Indemnification:

That GRANTOR shall indemnify and hold CITY harmless from any liability, loss or claim for damages, including reasonable costs and attorneys' fees, arising arising out of any breach by GRANTOR of the covenants or warranties in this Agreement or arising out of the falsity of any of GRANTOR's representations made in this Agreement.

H. Survival:

That GRANTOR's representations, warranties and covenants contained in this paragraph shall survive Close of Escrow and the recordation of the Grant Deed.

I. Authority:

That GRANTOR has full power and authority to execute and deliver this Agreement and to consummate the transactions contemplated by this Agreement.

J. Lease Back Rights:

That GRANTOR waives any notice or right of first refusal pursuant to Code of Civil Procedure section 1245.245 and any lease-back rights under Code of Civil Procedure section 1263.615.

K. Brokers:

That no person or entity can properly claim a right to a commission, finder's fee, or other compensation with respect to the transaction contemplated by this Agreement. If any broker or finder makes any claim for a commission or finder's fee, GRANTOR shall indemnify, defend and hold CITY harmless from all liabilities, expenses, losses, damages or claims (including reasonable attorneys' fees) arising out of such broker's or finder's claims.

L. Advice of Professionals:

GRANTOR has had the opportunity to be advised by their own legal counsel and professionals in connection with this Agreement, and has obtained, and relies upon, such advice as GRANTOR deems appropriate.

20. Integrated Agreement. This is an integrated Agreement, and it contains all of the terms, considerations, understandings and promises of the parties. It shall be read as a whole. This Agreement may be amended, modified, changed or rescinded only by an instrument in writing, executed by the parties, except as provided herein.

21. Severability. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force without being impaired so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner adverse to either party. Upon such determination that any term or provision is illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the greatest extent possible.

22. Attorney's Fees. In any action brought by either party to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees.

23. Venue/Governing Law. Any action arising out of this Agreement shall be brought in Placer County, California regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

24. Binding Agreement. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the parties.

25. Joint Effort. This Agreement is the result of the joint efforts and negotiations of parties hereto, and no single party is the author or drafter of it. The parties agree that this Agreement shall be interpreted as though each of the parties participated equally in the composition of this Agreement and each and every part of it.

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

CITY OF ROSEVILLE

Jason Shykowski
Public Works Director
311 Vernon Street
Roseville, CA 95678

GRANTOR

8501 Roseville Properties, LLC
Attn: Richard Bracamonte Jr.
23330 Mill Creek Dr., Suite 100
Laguna Hills, CA 92653

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

27. Further Assurances. Each party to this Agreement agrees to execute, acknowledge and deliver such further instruments as may be necessary or desirable to accomplish the intent and purpose of this Agreement.

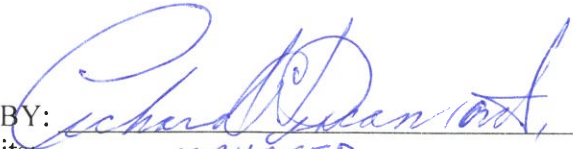
28. Effective Date. This Agreement shall be effective upon full execution by all parties (the "Effective Date").

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has caused this Agreement to be executed 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 GRANTOR has caused this Agreement to be duly executed.

GRANTEE/CITY:
CITY OF ROSEVILLE, a municipal Corporation

GRANTOR:
8501 ROSEVILLE PROPERTIES, LLC,
a California limited liability company

BY: _____
DOMINICK CASEY
City Manager

BY:  _____
its: MANAGER

[signatures continued on next page]

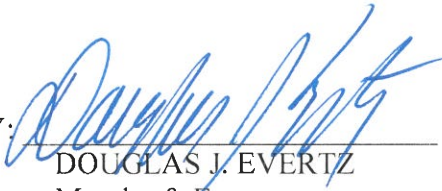
ATTEST:

BY: _____
CARMEN AVALOS
City Clerk

APPROVED AS TO FORM:

BY: _____
MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO FORM:

BY:  _____
DOUGLAS J. EVERTZ
Murphy & Evertz
Attorney for GRANTOR 8501 Roseville Properties, LLC

APPROVED AS TO SUBSTANCE:

BY: _____
JASON SHYKOWSKI
Public Works Director

Exhibits

A-1:	Legal Description of Fee Simple Interest
A-2:	Legal Description of Drainage and Slope Easement
B-1:	Plat of Fee Simple Interest
B-2:	Plat of Drainage and Slope Easement
C-1:	Escrow Instructions

Exhibit “A-1”
Fee Simple Legal Description

Exhibit "A-1"
Fee Simple Legal Description
1 of 2

All that real property situate in Sections 21, Township 11 North, Range 6 East, M.D.M., City of Roseville, County of Placer, State of California, being a portion of RESULTANT PARCEL 5 as described in the LOT LINE ADJUSTMENT CERTIFICATE OF COMPLIANCE, recorded March 28, 2013 as DOC-2013-0029795-00, Official Records of Placer County, more particularly described as:

Commencing at a found 1.5" standard city monument in a monument well, as shown on that certain PARCEL MAP, recorded January 11, 1982 in Book 19 of Parcel Maps, at Page 23, Official Records of Placer County, which bears South 00°26'50" West, 1000.04 feet from a found 1.5" standard city monument in a monument well, as shown on said PARCEL MAP; thence North 76°27'50" East, 1572.48 feet to the northeast corner of said RESULTANT PARCEL 5 marked by an iron pipe with plug stamped "LS 7350" as shown on that certain PARCEL MAP titled "FOOTHILL AT ROSEVILLE PARKWAY PARCEL MAP", recorded June 19, 2014 in Book 35 of Parcel Maps, at Page 66, Official Records of Placer County; thence along the easterly line of said RESULTANT PARCEL 5, South 00°34'41" East, 39.44 feet to a point on the southerly line of ROSEVILLE PARKWAY (FUTURE) as shown on said PARCEL MAP recorded in Book 35 of Parcel Maps, at Page 66 and the **Point of Beginning**; thence continuing South 00°34'41" East, 10.14 feet; thence leaving said easterly line, the following nine (9) courses:

1. North 74°55'23" West, 84.92 feet;
2. North 80°08'36" West, 84.56 feet;
3. North 73°38'41" West, 89.51 feet to the beginning of a tangent curve, concave southwesterly, having a radius of 1947.01 feet, and chord bearing and distance of North 82°27'52" West, 301.69 feet;
4. Northwesterly along said curve, through a central angle of 08°53'13", 301.99 feet;
5. North 65°34'03" West, 13.63 feet to the beginning of a non-tangent curve, concave southerly, having a radius of 1952.00 feet, and a chord bearing and distance of North 88°34'44" West, 88.46 feet;

Exhibit "A-1"
Fee Simple Legal Description
2 of 2

6. Westerly along said curve, through a central angle of $02^{\circ}35'48''$, 88.46 feet;
7. North $89^{\circ}52'38''$ West, 42.02 feet;
8. South $50^{\circ}56'30''$ West, 8.00 feet;
9. South $89^{\circ}25'37''$ West, 31.29 feet to a point on the westerly line of said

RESULTANT PARCEL 5:

thence along said westerly line, North $00^{\circ}34'23''$ West, 17.93 feet to a point on the said southerly line of ROSEVILLE PARKWAY (FUTURE); thence along said southerly line, the following three (3) courses:

1. North $89^{\circ}28'51''$ East, 36.08 feet to the beginning of a tangent curve, concave southwesterly, having a radius of 1961.85 feet, and a chord bearing and distance of South $82^{\circ}46'09''$ East, 529.12 feet;
2. Southeasterly along said curve, through a central angle of $15^{\circ}30'00''$, 530.73 feet;
3. South $75^{\circ}01'09''$ East, 175.17 feet to the **Point of Beginning**.

Containing 0.24 acres or 10,400 square ~~feet, more or less~~.

Bearings and distances shown are based upon the California Coordinate System of 1983, Epoch 2017.50, Zone 2. Distances shown and described are grid and in US Survey Feet, divide the distances shown above by 0.99992 to obtain ground level distances.

This real property description has been prepared at Mark Thomas & Company, Inc., by me, or under my direction, in conformance with the Professional Land Surveyors Act.



Samuel R. McIntyre, PLS 9313

05/20/2021

Date

Exhibit “A-2”
Drainage and Slope Easement Legal Description

Exhibit "A-2"
Drainage and Slope Easement Legal Description
1 of 2

All that real property situate in Sections 21, Township 11 North, Range 6 East, M.D.M., City of Roseville, County of Placer, State of California, being a portion of RESULTANT PARCEL 5 as described in the LOT LINE ADJUSTMENT CERTIFICATE OF COMPLIANCE, recorded March 28, 2013 as DOC-2013-0029795-00, Official Records of Placer County, more particularly described as:

Commencing at a found 1.5" standard city monument in a monument well, as shown on that certain PARCEL MAP, recorded January 11, 1982 in Book 19 of Parcel Maps, at Page 23, Official Records of Placer County, which bears South 00°26'50" West, 1000.04 feet from a found 1.5" standard city monument in a monument well, as shown on said PARCEL MAP; thence North 76°27'50" East, 1572.48 feet to the northeast corner of said RESULTANT PARCEL 5; thence along the easterly line of said RESULTANT PARCEL 5, South 00°34'41" East, 91.34 feet to a point on the southerly line of an existing 50.00 foot PUBLIC UTILITY, PEDESTRIAN AND SLOPE EASEMENT, as shown on that certain GRANT OF EASEMENT from 8501 Roseville Properties, LLC to THE CITY OF ROSEVILLE and the **Point of Beginning**; thence continuing along said easterly line, South 00°34'41" East, 30.46 feet; thence leaving said easterly line, North 75°49'15" West, 574.01 feet to a point on said southerly line of said PUBLIC UTILITY, PEDESTRIAN, AND SLOPE EASEMENT, also being the beginning of a non-tangent curve, concave southwesterly, having a radius of 1911.85 feet, and a chord bearing of South 80°41'34" East, 378.01 feet; thence along said southerly line, the following two (2) course:

1. Easterly along said curve, through a central angle of 11°20'49", 378.63 feet;
2. South 75°01'09" East, 189.63 feet to the **Point of Beginning**.

Containing 0.33 acres or 14,357 square feet, more or less.

Exhibit "A-2"
Drainage and Slope Easement Legal Description
2 of 2

Bearings and distances shown are based upon the California Coordinate System of 1983, Epoch 2017.50, Zone 2. Distances shown and described are grid and in US Survey Feet, divide the distances shown above by 0.99992 to obtain ground level distances.

This real property description has been prepared at Mark Thomas & Company, Inc., by me, or under my direction, in conformance with the Professional Land Surveyors Act.



Samuel R. McIntyre, PLS 9313

05/20/2021

Date

**Exhibit “B-1”
Fee Simple Plat Map**

Exhibit "B-1"
Fee Simple Plat Map
1 of 2

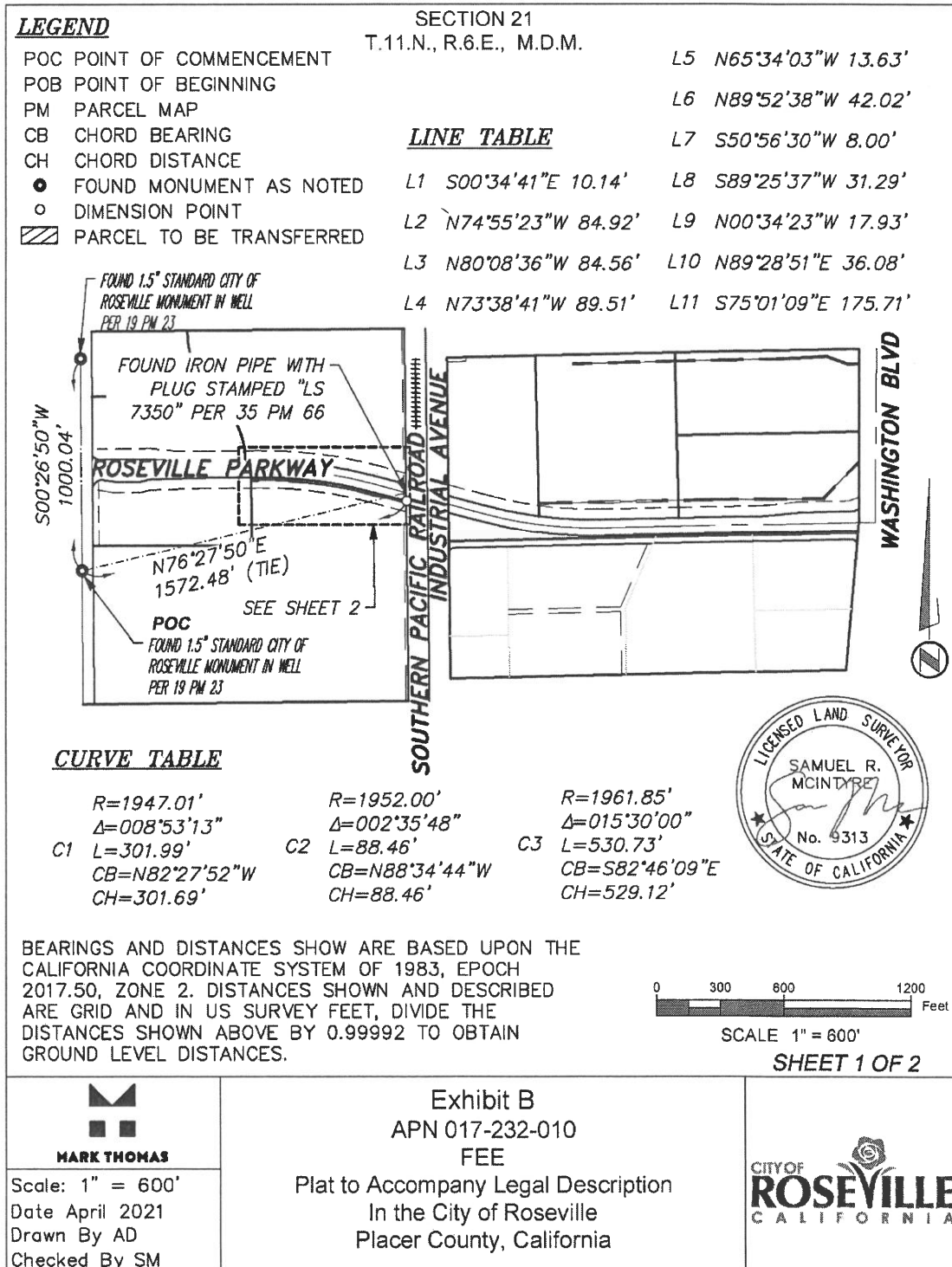


Exhibit "B-1"
Fee Simple Plat Map
2 of 2

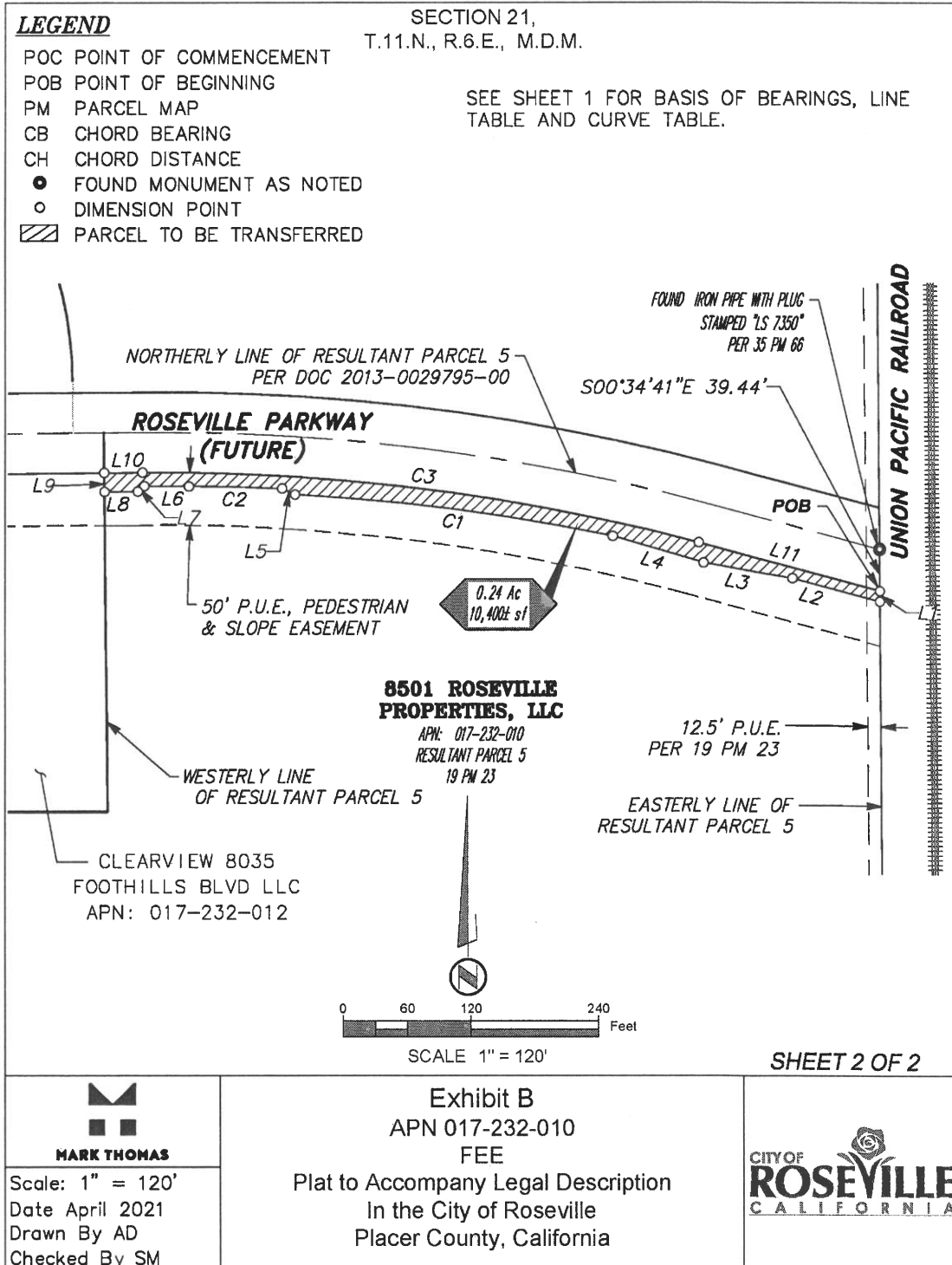
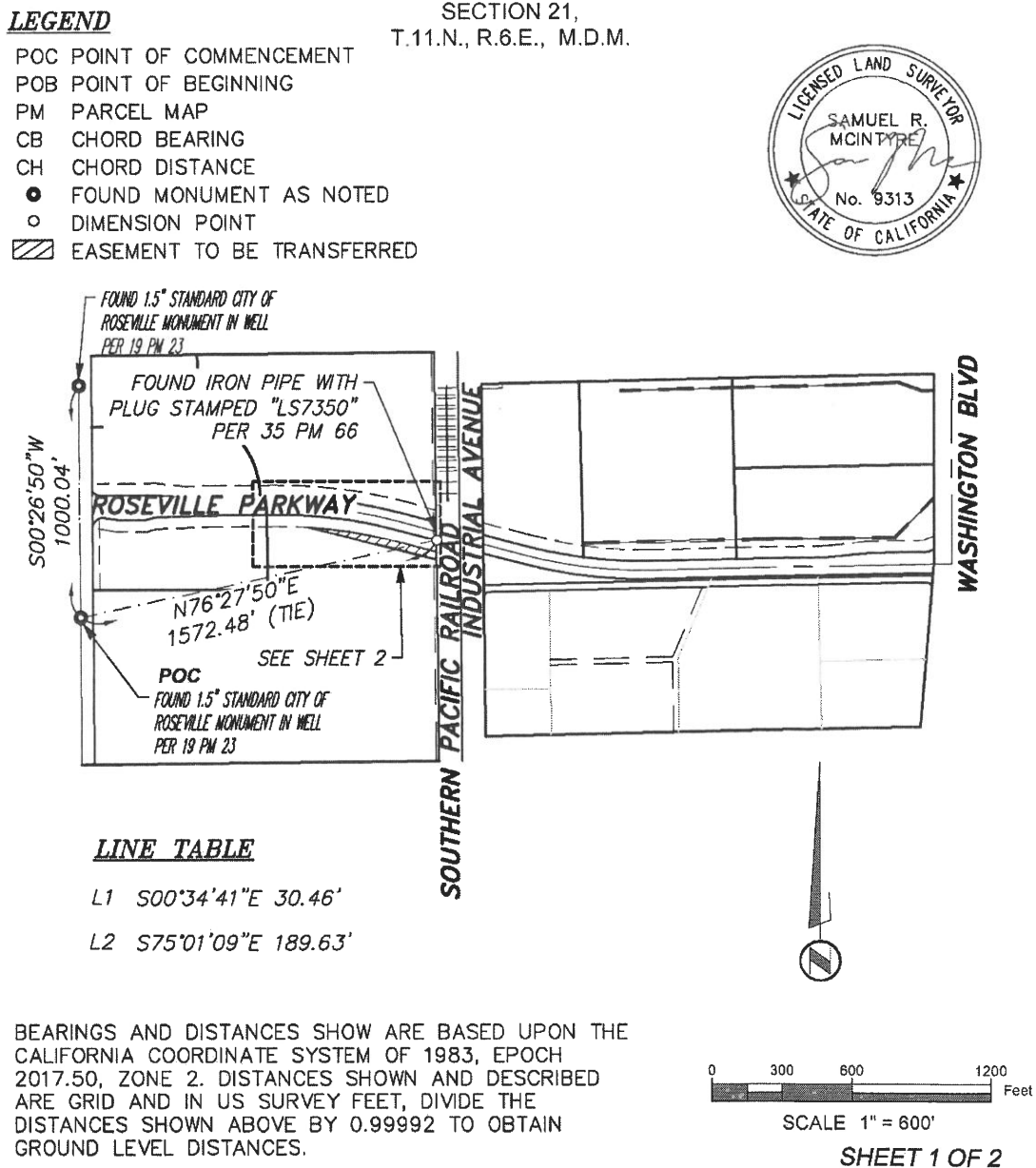


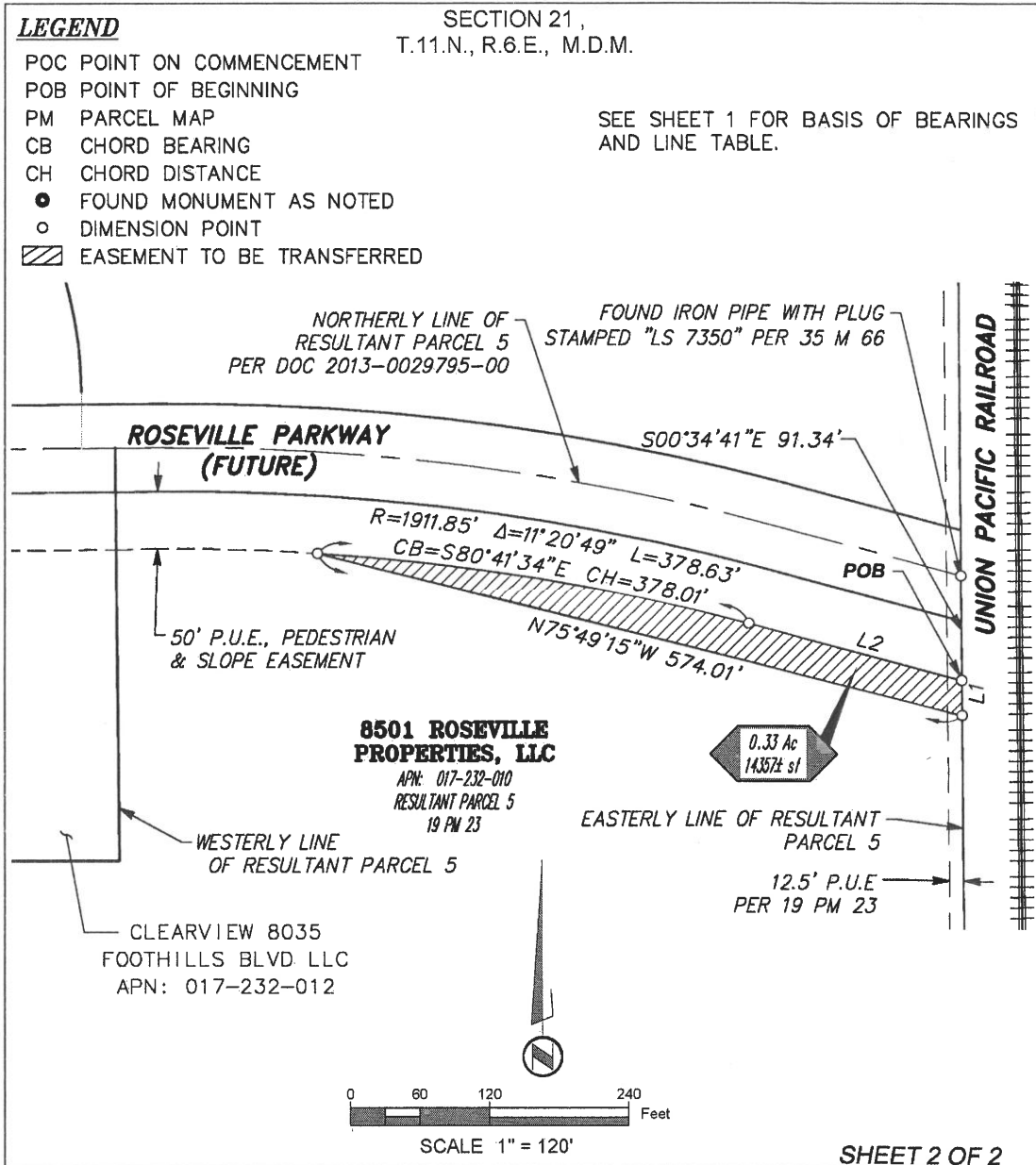
Exhibit “B-2”
Drainage and Slope Easement Plat Map

Exhibit "B-2"
Drainage and Slope Easement Plat Map
 1 of 2



 MARK THOMAS Scale: 1" = 600' Date April 2021 Drawn By AD Checked By SM	Exhibit B APN 017-232-010 DRAINAGE AND SLOPE EASEMENT Plat to Accompany Legal Description In the City of Roseville Placer County, California	 CITY OF ROSEVILLE CALIFORNIA
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Exhibit "B-2"
Drainage and Slope Easement Plat Map
 2 of 2



 MARK THOMAS Scale: 1" = 120' Date April 2021 Drawn By AD Checked By SM	Exhibit B APN 017-232-010 DRAINAGE AND SLOPE EASEMENT Plat to Accompany Legal Description In the City of Roseville Placer County, California	 CITY OF ROSEVILLE CALIFORNIA
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**Exhibit “C-1”
Escrow Instructions**

Exhibit "C-1"
Escrow Instructions
Page 1 of 3

Project: City of Roseville - Roseville Parkway Extension Project
Parcel No.: 017-232-010
Owner: 8501 Roseville Properties, LLC
Escrow No.: 01004149-010-PA-KD

Fidelity National Title Company

This escrow will be closed in connection with the City of Roseville, Roseville Parkway Extension Project. The following items have been checked to indicate the method in which this escrow identified by the above parcel number and escrow number is to be closed.

The sale price of this transaction is \$175,000.00.

 X Enclosed is a warrant in the sum of \$175,000.00.

 X Enclosed is the Deed (granting a Fee Simple Interest) with attached certificate of acceptance, and a copy of the Agreement for Purchase.

 X Enclosed is a Drainage and Slope Easement with attached certificate of acceptance, and a copy of the Agreement for Purchase.

 X Taxes will be prorated and canceled as of close of escrow and any taxes due shall be paid to the County Tax collector from this escrow.

 No tax cancellation or proration will be necessary.

 X Policy of title insurance shall be issued in the amount of \$175,000.00 (land value only).

Proceeds from this transaction are to be sent to Grantor as follows:

8501 Roseville Properties, LLC
Attn: Richard Bracamonte Jr.
23330 Mill Creek Dr.. Suite 100
Laguna Hills, CA 92653

Exhibit "C-1"
Page 2 of 3

You are authorized to record any documents, disburse any funds, and close this escrow when you are able to issue a title policy naming the City of Roseville as Grantee, free and clear of all liens, and encumbrances except the following as shown in your preliminary title report number 01004149-010-PA, dated April 8, 2022.

As to Fee Simple Interest and Drainage and Slope Easement:

<i>Exceptions Taken Subject To:</i> 4, 5, 6, 7, 8, 9, 11, 12, 14, 15, 16, 17, 18, 21, 26	<i>Exceptions To Be Cleared:</i> 1, 2, 3, 10, 13, 19, 20, 22, 23, 24, 25
--	--

Purchaser will pay for all costs of escrow and title insurance policy. The original policy together with two copies of the title insurance, all recorded documents, and your billing, should be sent to the following person at the close of escrow:

Jesse Khatkar
Public Works - Engineering
City of Roseville
311 Vernon Street
Roseville, CA 95678

INSTRUCTIONS FROM SELLERS: In addition to the foregoing, you are hereby authorized to record and/or deliver the attached documents to the City of Roseville upon receipt of a warrant in the amount of \$175,000.00, less any demands for delinquent taxes. Payment to Grantor of the Proceeds of this transaction is also conditioned on the recordation of the reconveyances, subordinations, releases, waivers or disclaimers described below without the payment of further compensation.

You are also authorized to obtain any required reconveyance (if fee being acquired) or subordination (if easement be in acquired) from the following Mortgagee. The reconveyance and/or subordination shall expressly state that the lender is waiving all compensation, including compensation for the parts taken and severance damages, for the acquisition of the property by the City and shall include a disclaimer of interest stating that "Pursuant to Code of Civil

Exhibit "C-1"
Page 3 of 3

Procedure section 1250.325, Beneficiary, CMFG Life Insurance Company, and Trustee, First American Title Insurance Company, claim no interest in the property acquired or any compensation that may be awarded therefor."

Deed of Trust Recorded on June 5, 2018 as Instrument No. 2018-39878.
Trustee: First American Title Insurance Company
Beneficiary: CMFG Life Insurance Company
Trutor: 8501 Roseville Properties, LLC

Lender Contact Information :

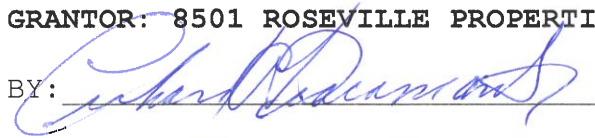
Michael Chenot
Q10 Capital Servicing, LLC
9660 Irvine Center Drive
Irvine, CA 92618
Tel. (949) 387-9075
Fax (949) 756-2540
email: mchenot@Q10servicing.com

You are also authorized to obtain any required release, waiver and disclaimer of interest (if fee being acquired) or subordination (if easement be in acquired) from the Tenant, Fed Ex Ground Packaging System, Inc. The release/waiver and disclaimer of interest and/or subordination shall expressly state that the tenant is waiving all compensation, including compensation for the parts taken and severance damages, for the acquisition of the property by the City and shall include a disclaimer of interest stating that "Pursuant to Code of Civil Procedure section 1250.325, Tenant Fed Ex Ground Packaging System, Inc. claims no interest in the property acquired or any compensation that may be awarded therefor."

FedEx Contact Information:

FedEx has requested that all communication regarding this matter is routed through their real estate department.
email: fxg.lease.admin@fedex.com
please reference: **Roseville #956** on all communication

GRANTOR: 8501 ROSEVILLE PROPERTIES, LLC

BY: 

ITS: MANAGER

CITY OF ROSEVILLE:

BY: _____

ITS: _____



COUNCIL COMMUNICATION

CC #: 2532
File #: 0800-04

Title: On-Call Architectural Services - Professional Design Services Agreement
Contact: Rjahja Canlas 916-774-5740 rcanlas@roseville.ca.us

Meeting Date: 2/15/2023
Item #: 7.9.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution to approve an on-call professional design services agreement for on-call architectural services with Moniz Architecture, and authorize the City Manager to execute it on behalf of the City of Roseville. Additionally, staff requests authorization for the City Manager or his designee to execute three additional one-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 Public Works Department's Facilities Division maintains, repairs, and rehabilitates 1.35 million square feet of City facilities. A majority of the City's capital rehabilitation and capital improvement projects require design services from either licensed architects or professional engineers. The intent is to use a professional design services agreement for architectural design services to meet project demands. The on-call agreement will allow for more responsiveness to the City's needs along with greater quality control. The on-call agreement does not guarantee an annual amount of work and is in place on an "as-needed" basis. The initial term (approximately 18 months) commences on the date of award and runs through June 30, 2024.

FISCAL IMPACT

The authorization for the initial term is a not-to exceed amount of \$50,000. The authorization for the optional one-year renewals is a not-to-exceed amount of \$50,000 per year. Work performed under these agreements will use capital rehabilitation funds and/or capital improvement projects in the approved City budget.

ENVIRONMENTAL REVIEW

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

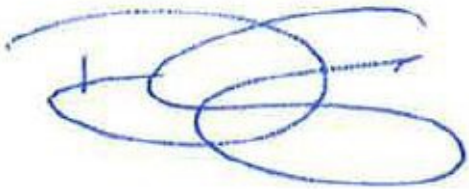
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Rjahja Canlas, Design & Construction Project Manager

Jason Shykowski, Public Works Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 23-055

Moniz Architecture

RESOLUTION NO. 23-055

APPROVING AN ON-CALL PROFESSIONAL DESIGN SERVICES AGREEMENT, BY
AND BETWEEN THE CITY OF ROSEVILLE AND MONIZ ARCHITECTURE, AND
AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF
THE CITY OF ROSEVILLE

WHEREAS, an on-call professional design services agreement for on-call architectural services, by and between the City of Roseville and Moniz Architecture, has been reviewed by the City Council; and

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

BE IT FURTHER RESOLVED, that the City Manager or his or her designee is authorized to execute three (3) additional one (1) year renewals without further City Council approval, provided that the applicable budget is approved by the City Council, or until staff determines that continuing with this consultant is not in the best interest of the City.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

ON-CALL PROFESSIONAL DESIGN SERVICES AGREEMENT

On-Call Architectural Services

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

W I T N E S S E T H:

WHEREAS, CITY desires professional services consisting of on-call architectural design
services; and

WHEREAS, CONSULTANT has prepared a proposal which describes the scope of
services to be performed by CONSULTANT, and the hourly rates for performance of such
services; and

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

NOW, THEREFORE, the parties agree as follows:

1. Term. The term of this Agreement shall commence upon execution and expire on
June 30, 2024. The City Manager may, in his or her discretion, elect to extend the Agreement in
one (1) year increments for up to an additional three (3) years by giving CONSULTANT thirty
(30) days advance written notice of each optional one (1) year renewal. Such extensions shall be
memorialized by a written amendment to this Agreement.

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

3. Compensation. For its services provided hereunder, CONSULTANT shall be compensated on a time and expense basis in accordance with the hourly rates as described in EXHIBIT "A." Any proposed increase in the effective rates for future services must be preceded by at least a 90-day written notice to the contracting department. Total compensation shall not exceed fifty thousand dollars (\$50,000) per year for the initial term of the Agreement and optional renewal years. Total compensation for the initial term and all optional renewal years combined shall not exceed two hundred thousand dollars (\$200,000). Adjustment to the total compensation per year shall require a written amendment to this Agreement, subject to approval by the City Council.

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. CONSULTANT will maintain their billing rates from contract award through

December 31, 2023. For subsequent calendar years, CITY will consider renegotiating the billing rates. CONSULTANT should submit proposed billing rates by December 1 for review by CITY.

4. Indemnification. To the fullest extent allowed by law, CONSULTANT agrees to indemnify, including the cost to defend CITY, and its officers, agents, employees and volunteers from any and all claims, demands, costs or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT and its agents in the performance of services under this contract, but this indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, arising from the sole negligence, willful misconduct or defects in design by CITY or the agents, servants, or independent contractors who are directly responsible to CITY, or arising from the active negligence of CITY. Notwithstanding any terms of this section, indemnification and defense obligations shall conform to California Civil Code Section 2782.8.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. 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.

7. Prevailing Wages. When applicable, for purposes of this Agreement, CONSULTANT and its subcontractors shall comply with all applicable prevailing wage laws, e.g., but not limited to, California Labor Code Sections 1770 et seq. In accordance with said Section 1775, CONSULTANT shall forfeit as a penalty to the City two hundred dollars (\$200) for each calendar day or portion thereof for each worker paid less than the prevailing rates for such work or craft in which such worker is employed for any work done on-site under the Agreement by CONSULTANT or by any subcontractor in violation of the provisions of the Labor Code and in particular, Labor Code Sections 1770 to 1780, inclusive. In addition to said penalty and pursuant to said Section 1775, the difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage shall be paid to each worker by CONSULTANT or the applicable subcontractor.

Pursuant to the provisions of California Labor Code Section 1773, the contracting department has identified the source, stated below, of the general prevailing rate of wages applicable to the site to be done, for straight time, overtime, and holiday work. The holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining agreement of the particular craft, classification or type of worker concerned. These wage rates may be obtained from the State Department of Industrial Relations and/or the following website address: <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>.

Pursuant to Labor Code Section 1773.2, general prevailing wage rates set forth above, which forms a part of this Agreement, shall be posted by CONSULTANT at a prominent place at

the work site. Prevailing wage rates to be posted at the work site will be furnished by the contracting department. The possibility of wage increases is one of the elements to be considered by CONSULTANT in determining its proposal, and will not under any circumstances be considered as the basis of a claim against CITY or the Agreement.

8. Contractor Registration. No contractor or subcontractor may work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

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

10. 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.

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

12. 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.

13. 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.

14. 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.

15. 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.

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

17. 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. CITY recognizes that some elements of the work product are boiler plate, standard details, or details and information that CONSULTANT uses on other projects in the course of their work, and those elements are not the exclusive 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.

18. Termination of Agreement. 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. CONSULTANT understands that continuation of this Agreement past June 30th of any given year is contingent upon appropriation of funds for such purpose in the budget of the City of Roseville in the sole discretion of the City Council. In the event of termination through no fault of 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.

19. 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.

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

21. 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.

22. 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

Rjahja Canlas
Design & Construction Project Manager
2005 Hilltop Circle
Roseville, CA 95747

CONSULTANT

Alicia Moniz
AIA LEEDAP
2401 C Street
Sacramento, CA 95816

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

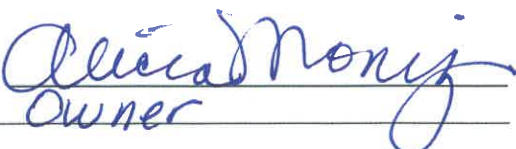
23. Integrated Agreement. This is an integrated agreement and contains all of the terms, considerations, understanding and promises of the parties. It shall be read as a whole.

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

MONIZ ARCHITECTURE, a California
sole proprietorship

BY: _____
DOMINICK CASEY
City Manager

BY: 
its: Owner
and

(SIGNATURES CONTAINED ON NEXT PAGE)

ATTEST:

BY: _____
its: _____

BY: _____
CARMEN AVALOS
City Clerk

APPROVED AS TO FORM:

BY: _____
MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUBSTANCE:

BY:  _____
JASON SHYKOWSKI
Public Works Director

EXHIBIT "A"

FIRM DESCRIPTION

Moniz Architecture is a full service architectural firm.

Moniz Architecture was founded in 2005 by Alicia Moniz, AIA, LEED AP, sole proprietor, with a vision of providing comprehensive, full-service, design-oriented solutions to private and public sector clients.

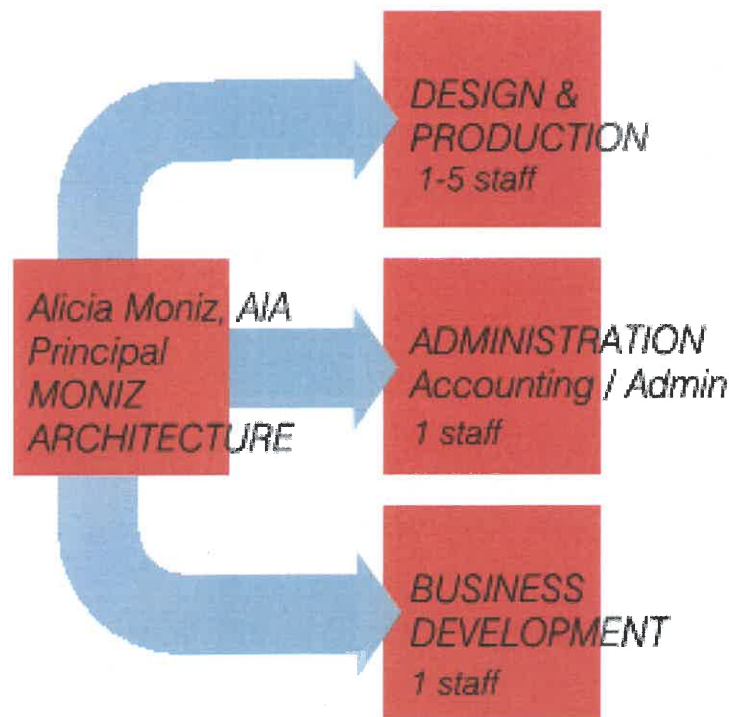
Ms. Moniz was a founding partner of Moniz Garcia Architects, established in Sacramento in 1993. This firm developed with various partnership configurations, until the current sole-ownership Moniz Architecture.

FIRM QUALIFICATIONS

Under Ms. Moniz's leadership, the continuity of service to the private and public sectors has been a constant element of the practice for the past 28 years, including long term on-call clients.

We use state-of-the-art software to generate concepts, studies and construction documents including 3D virtual design, traditional AutoCAD documents, and Revit (BIM) building information modeling.

Our office in mid-town Sacramento is centrally located to clients in Northern California and the Central Valley.



FIRM ORGANIZATION CHART

UNDERSTANDING OF SERVICES REQUESTED

The City of Roseville needs the ability to obtain architectural and engineering services related to maintaining and improving its facilities. When needed, the City and the architect/engineering consultant will confirm and agree upon the scope of work, the related costs and schedule, and will enter into an agreement or work order for those services. These services will be requested as-needed, with no pre-determined amounts, scopes, projects, or commitments.

OUR APPROACH

We develop a Strategy Overview, Task Breakdown, and Timeline for each project.

1- DEVELOP A STRATEGY OVERVIEW

- Break the project into steps
- Identify milestones, deliverables, and key players
- Research planning, building, fire departments, or environmental review agencies for issues affecting strategy.

2- DEVELOP A TASK BREAKDOWN

- Break each phase into specific tasks and roles
- Assign the tasks by team member
- Identify the client's role for performing reviews, information, decisions, and reviews

3- DEVELOP A TIMELINE

- Identify timeframes for each task
- Assess and adjust the timeframes to fit project scheduling goals
- Confirm time frame commitments with team members
- Incorporate review periods
- Review and refine the strategy for sequencing, and critical path

CHALLENGES & ISSUES

Here are examples of challenges and issues we've experienced.

LACK OF AS-BUILTS DRAWINGS

There may not be any drawings for the existing buildings or systems.

SOLUTION: Allow scope and time to prepare documentation of existing conditions

ACCESSIBILITY UPGRADE REQUIREMENTS THAT EXPAND PROJECT SCOPE

Improvements may trigger accessibility upgrades that weren't intended as project scope.

SOLUTION: Identify potential triggers, and include them in the scope and budget.

OLD BUILDINGS WITH AGING SYSTEMS

Constructing new improvements in older buildings may necessitate replacement or upgrades to building systems.

SOLUTION: Engage our consulting team in evaluating building systems so issues can be identified early and addressed in project planning.

MORE SCOPE THAN FUNDS

The budget is inadequate to construct the desired scope.

SOLUTION: Prepare early cost estimates to identify scope/funding mismatches; identify scope elements to eliminate, modify, or phase.

SPECIAL ENTITLEMENTS REQUIRED

Changes to building exteriors or site may trigger Planning, Design Review, Fire Dept, or other entitlement review

SOLUTION: Check with agencies to find out if review or entitlement process is required; include it the scope and schedule.

ABILITY TO EXPEDITE PROJECTS

Our past performance for on-call contracts with cities, counties, utility districts, and public agencies demonstrates our ability to fulfill scheduling commitments and to expedite projects. Here are our methods for expediting projects.

PRIORITIZE CRITICAL PATH TASKS

When project milestones need to be expedited, we evaluate, with the City's input, the priority of critical path tasks for the required goals. An example is that permit plan review may be a long critical path item in the project schedule. We can prioritize creating permit-ready documents for plan check submittal. Elements of documents that aren't required for plan check, such as interior finishes or bid specifications can be completed while the project is in for plan check.

INCREASE STAFF HOURS

Additional staff hours can be scheduled to get work done faster.

ADD SUPPORT TO PROJECT TEAM

Staff can be added to the project team from other projects that have longer lead times. Also, specialty consultants can be incorporated for tasks we might typically perform in-house, to simultaneously expedite tasks such as preparation of specifications or interior design.

ENGAGE OUR LONG-TIME CONSULTANT TEAM FOR EXPEDITED RESPONSE

In addition to performing our architectural services, commitment to expedited project schedules require the engagement of our consulting team of engineers. Because of our long-standing relationships, these team members respond to our requests and step up to the challenge.

UNIQUE APPROACHES & STRENGTHS

Here are some of our unique approaches and strengths.

EXPERIENCE WITH ON-CALL CONTRACTS

We've been providing services for on-call public contracts including cities, counties, utility districts, and public agencies for 29 years.

90% OF OUR WORK IS REMODELING PUBLIC FACILITIES

We've found that most on-call work is remodeling, upgrading, moving staff or operations, and expanding. We have experience with conditions that occur in these types of projects. It's unique and different than planning new buildings that are an open fresh palette.

PRINCIPAL ARCHITECT/OWNER INVOLVED IN EVERY PROJECT

Alicia Moniz AIA is the principal architect and owner of the firm. She is involved in and oversees every project.

LONG-TIME RELATIONSHIPS WITH CONSULTING TEAM

Our long-standing relationships and prior collaboration with our consulting team create a sense of responsibility to each other to perform for the team.

DETAILED REVIEW OF CONSULTANT WORK

We manage and review our consultants drawings in a fine level of detail. We'll require, for example, that they show removal of switches and outlets in walls to be demolished, or to accurately show the location of an air register affected by relocated walls. We require this because of lessons learned over the years when contractors have asked for change orders for small items like these.

Hourly Rates

April 16, 2022

Architectural

Principal Architect	\$195
Project Architect	\$155
Project Designer	\$135
CAD/Production	\$105
Clerical	\$85

Civil Engineering & Landscape Architecture

Principal Engineer	\$ 283
Project Manager III	\$ 257
Project Manager II	\$ 245
Project Manager I	\$ 214
Senior Engineer / Hydrologist	\$ 251
Senior Engineer	\$ 241
Project Engineer III	\$ 196
Project Engineer II	\$ 180
Project Engineer I	\$ 165
Project Planning Manager	\$ 202
Staff Engineer II	\$149
Staff Engineer I	\$132
Sr. Landscape Architect/Project Manager	\$202
Sr. Landscape Architect/Planner	\$172
Landscape Architect III	\$159
Landscape Architect II	\$151
Landscape Architect I	\$141
Sr. Landscape Designer	\$137
Landscape Designer II	\$129
Landscape Designer I	\$112
Project Coordinator II	\$135
Project Coordinator I	\$122
Senior Technician	\$159
Technician/Drafter III	\$149
Technician/Drafter II	\$121
Technician/Drafter I	\$91
Business Manager	\$141
Clerical	\$89

Structural Engineering

Senior Principal	\$230
Principal	\$205
Senior Professional	\$180
Professional	\$155
Senior Technician	\$135
Technician	\$115
Clerical	\$95

Hourly Rates

April 16, 2022

Electrical Engineering

Principal	\$270
Associate	\$230
Senior Engineer/Project Manager	\$210
Engineer/Designer	\$190
BIM Technician	\$160
Administrative Staff	\$125

Mechanical Engineering

Sr. Principal	\$240
Principal	\$220
Director	\$210
Sr. Project Manager	\$203
Project Manager	\$195
Senior Engineer	\$148
Engineer	\$158
Senior Designer	\$148
Designer	\$135
Technician/CADD	\$125
Intern	\$117
Project Administrator	\$105
Sr. Administration	\$70
Clerical Administration	\$58

Cost Estimating

Principal / Chief Estimator	\$125
Principal Program Manager/Investigator	\$150
Cost Manager / Quantity Surveyor	\$110
Mechanical / Electrical Estimator	\$110
Civil Engineer / Estimator	\$110
Administrative	\$ 78

Reimbursable Expenses and Outside Services: Cost + 10%



COUNCIL COMMUNICATION

CC #: 2538
File #: 0800-06

Title: Environmental Planning Services - On-Call Professional Services Agreement
Contact: Stacie Marchetti 916-774-5278 smarchetti2@roseville.ca.us

Meeting Date: 2/15/2023
Item #: 7.10.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution approving an On-Call Professional Services Agreement with ECORP Consulting, Inc. for environmental planning services related to California Environmental Quality Act (CEQA) compliance and environmental permitting and authorize the City Manager to execute it on behalf of the City of Roseville.

Staff additionally requests authorization for the City Manager to execute two (2) additional one (1) year renewals without further City Council approval, provided that the applicable budget is approved by the City Council each year, or until City staff determines that continuing with the same vendor is not in the City's best interest.

BACKGROUND

Due to the pending retirement of the City's Environmental Coordinator, the Development Services Department is in need of an Environmental Consultant to assist with California Environmental Quality Act (CEQA) compliance, environmental permitting and other technical and natural resource-related services as needed. This service is critical to ensure efficient permitting of City utility and capital improvement projects, as well as ongoing compliance with federal, state, regional and local environmental regulations. The purpose of the contract is to help bridge the gap while the City completes the recruitment process, and to provide on-call assistance while the new Environmental Coordinator comes up to speed. Strict compliance with state and federal environmental law and regulations is critical to avoid significant fines and legal action against the City.

FISCAL IMPACT

The one-year base term of the On-Call Professional Services Agreement, with the option of two additional one-year extensions, will be billed on a time and materials basis not to exceed \$50,000 annually, for a total not to exceed contract amount of \$150,000. The cost of these services are generally billable to full-cost development projects, and the various City enterprise funds and

capital improvement projects requiring environmental permitting and CEQA compliance.

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

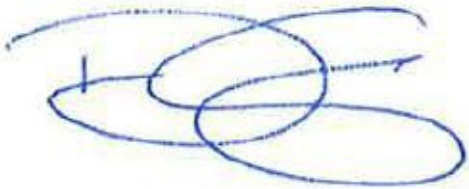
Goal C - Maintain a safe and healthy community

Goal E - Deliver exceptional city services

Respectfully Submitted,

Stacie Marchetti, Management Analyst

Mike Isom, Development Services Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 23-059

Professional Services Agreement

RESOLUTION NO. 23-059

APPROVING AN ON-CALL PROFESSIONAL SERVICES AGREEMENT, BY AND
BETWEEN THE CITY OF ROSEVILLE AND ECORP CONSULTING, INC., AND
AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF
THE CITY OF ROSEVILLE

WHEREAS, an on-call professional services agreement to provide environmental planning services related to California Environmental Quality Act compliance and environmental permitting, by and between the City of Roseville and ECORP Consulting, Inc., has been reviewed by the City Council; and

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

BE IT FURTHER RESOLVED that the City Manager or his designee is authorized to execute two (2) additional one (1) year renewals without further City Council approval, provided that the applicable budget is approved by the City Council 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

ON-CALL PROFESSIONAL SERVICES AGREEMENT

Environmental Planning Services

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

W I T N E S S E T H:

WHEREAS, CITY desires professional services consisting of general technical assistance related to California Environmental Quality Act (CEQA) compliance, environmental permitting, and other technical and resource related services as needed; and

WHEREAS, CONSULTANT is qualified and experienced to provide such professional services on an on-call basis.

NOW, THEREFORE, the parties agree as follows:

1. Term. The term of this Agreement shall commence upon execution and expire on January 31, 2024. The City Manager may, in his or her discretion, elect to extend the Agreement in one (1) year increments for up to an additional two (2) years by giving CONSULTANT thirty (30) days advance written notice of each optional one (1) year renewal. Such extensions shall be memorialized by a written amendment to this Agreement.

2. Services. CONSULTANT shall perform, at the direction of CITY, the scope of the on-call services as described in EXHIBIT “A,” attached hereto and incorporated herein by

this reference. Individual tasks will be awarded by CITY on an as-needed basis. CITY may assign work to one, or more than one consultant from an approved qualified list. CITY reserves the right to unilaterally assign work to any consultant as it deems prudent or, if no services are required, no work. CITY makes no specific guarantee of a minimum or maximum number of hours or amount of tasks or services, which shall be required of any single consultant. In addition, the inclusion of any consultant on any qualified list, if so utilized by CITY, shall in no way be considered an exclusive agreement to provide service for CITY.

3. Compensation. For its services provided hereunder, CONSULTANT shall be compensated on a time and expense basis in accordance with the hourly rates as described in EXHIBIT "A," attached hereto and incorporated herein by reference. Any proposed increase in the effective rates for future services must be preceded by at least a 90-day written notice to the contracting department. Total compensation shall not exceed fifty thousand dollars (\$50,000) per year for an overall total compensation for the initial term not to exceed fifty thousand dollars (\$50,000). Total compensation for optional renewal years of this Agreement shall not exceed fifty thousand dollars (\$50,000) per year. Adjustment to the total compensation per year shall require a written amendment to this Agreement, subject to approval by the City Council.

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.

4. 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.

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

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

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

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

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

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

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

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

6. 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.

7. Prevailing Wages. When applicable, for purposes of this Agreement, CONSULTANT and its subcontractors shall comply with all applicable prevailing wage laws, e.g., but not limited to, California Labor Code Sections 1770 et seq. In accordance with said

Section 1775, CONSULTANT shall forfeit as a penalty to the City two hundred dollars (\$200) for each calendar day or portion thereof for each worker paid less than the prevailing rates for such work or craft in which such worker is employed for any work done on-site under the Agreement by CONSULTANT or by any subcontractor in violation of the provisions of the Labor Code and in particular, Labor Code Sections 1770 to 1780, inclusive. In addition to said penalty and pursuant to said Section 1775, the difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage shall be paid to each worker by CONSULTANT or the applicable subcontractor.

Pursuant to the provisions of California Labor Code Section 1773, the contracting department has identified the source, stated below, of the general prevailing rate of wages applicable to the site to be done, for straight time, overtime, and holiday work. The holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining agreement of the particular craft, classification or type of worker concerned. These wage rates may be obtained from the State Department of Industrial Relations and/or the following website address: <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>.

Pursuant to Labor Code Section 1773.2, general prevailing wage rates set forth above, which forms a part of this Agreement, shall be posted by CONSULTANT at a prominent place at the work site. Prevailing wage rates to be posted at the work site will be furnished by the contracting department. The possibility of wage increases is one of the elements to be considered by CONSULTANT in determining its proposal, and will not under any circumstances be considered as the basis of a claim against CITY or the Agreement.

8. Contractor Registration. No contractor or subcontractor may work on a public

works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. During the performance of this Agreement, CONSULTANT and its subcontractors shall have a continuing legal obligation to maintain current registration with the Department of Industrial Relations. CONSULTANT is hereby notified that this Agreement is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

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

10. 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.

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

12. 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.

13. 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.

14. 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.

15. 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.

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

17. 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.

18. Termination of Agreement. 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. CONSULTANT understands that continuation of this Agreement past June 30th of any given year is contingent upon appropriation of funds for such purpose in the

budget of the City of Roseville in the sole discretion of the City Council. In the event of termination through no fault of 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.

19. 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.

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

21. 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.

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

CITY OF ROSEVILLE

CONSULTANT

Stacie Marchetti
Development Services Management
Analyst
311 Vernon Street
Roseville, CA 95678

Mark Morse
Senior Environmental Planner/
Project Manager
2525 Warren Drive
Rocklin, CA 95677

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

23. 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

ECORP CONSULTING, INC., a
California corporation

BY: _____

DOMINICK CASEY
City Manager

BY: _____

its: _____

and

ATTEST:

BY: _____

its: _____

BY: _____

CARMEN AVALOS
City Clerk

(SIGNATURES CONTINUED ON NEXT PAGE)

APPROVED AS TO FORM:

BY: _____
MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUBSTANCE:

BY: _____
MIKE ISOM
Development Services Director

EXHIBIT “A”



January 10, 2023
(P23-023.00)

Greg Bitter, Planning Manager
City of Roseville
Development Services Department
311 Vernon Street
Roseville, CA 95678
Email: gbitter@roseville.ca.us

Subject: *Proposal to Provide As-Needed On-Call Environmental Planning Services to the City of Roseville, Placer County, California*

Dear Mr. Bitter:

ECORP Consulting, Inc. (ECORP) is pleased to provide this proposal for as-needed on-call environmental planning services to the City of Roseville. It is our understanding that the City requests general technical assistance related to California Environmental Quality Act (CEQA) compliance, environmental permitting, and other technical and resource related services as needed.

ECORP CONSULTING, INC.

ECORP has assisted public and private landowners with environmental regulation compliance since 1987. We offer full-service capability, from initial baseline environmental studies to CEQA documents including Categorical Exemptions, Initial Studies and EIRs. ECORP can also assist with permitting negotiation, liaison to obtain legal agreements, mitigation design, construction monitoring and compliance reporting. We bring together an experienced team of environmental analysts, biologists, regulatory permitting specialists, archaeologists, air quality and noise analysts, and geographic information system specialists. ECORP holds a federal GSA Worldwide Federal Supply Schedule for Environmental Advisory Services and is a California Small Business for Public Works (SB-PW).

ECORP has established professional working relationships with federal and state regulatory agencies, based on technical excellence and a thorough understanding of regulatory processes. We are experienced with the California Environmental Quality Act (CEQA); California Fish and Game Code, Section 1600; the regulatory requirements of the federal Clean Water Act (CWA), Sections 401, 402, and 404; the National Environmental Policy Act (NEPA); the National Historic Preservation Act (NHPA), Sections 106 and 110; the federal Endangered Species Act (ESA), Sections 7 and 10; and the California Endangered Species Act (CESA). A partial list of ECORP's services is provided on the next page.

Biological Resources

- ◆ Threatened, Endangered, and Special-Status Species Surveys and Permitting
- ◆ Wetland Delineations
- ◆ Terrestrial and Aquatic Species Surveys and Habitat Assessments
- ◆ Botanical Services
- ◆ Bat Surveys and Bat Exclusion Management
- ◆ Stream Bioassessment Studies (including Benthic Macroinvertebrate Sampling)
- ◆ Preparation and Implementation of Natural Community Conservation Plans (NCCPs) and Habitat Conservation Plans (HCPs)
- ◆ Support of Informal and Formal Consultation under Section 7 of the Endangered Species Act
- ◆ California Rapid Assessment Method (CRAM) for Wetland, Riparian, and Stream Habitats

Cultural Resources

- ◆ Cultural Resources Management
- ◆ Archaeological Services
- ◆ Architectural History Services
- ◆ Cultural Resources Consultation and Agreement Documents
- ◆ Native American Consultation
- ◆ Memoranda of Agreement/Programmatic Agreements
- ◆ Geoarchaeology

Paleontology

- ◆ Paleontological Assessments
- ◆ Paleontological Mitigation Plans
- ◆ Paleontological Construction Monitoring
- ◆ Fossil Recovery

Construction Monitoring

- ◆ Mitigation Development and Monitoring
- ◆ Preconstruction Surveys
- ◆ Biological Resources Monitoring
- ◆ Cultural Resources Monitoring
- ◆ Coordination with Native American Monitors
- ◆ English-Spanish Translation of Worker Education Materials

Water Resources

- ◆ Storm Water Pollution Prevention Plans (SWPPP)
- ◆ Stream Surveys and Monitoring
- ◆ Water Resources Management
- ◆ Watershed Planning and Management

Land Use Planning

- ◆ Land Use Entitlement Planning
- ◆ Development Feasibility Studies
- ◆ Agency Staffing/Contract Planning Services
- ◆ Policy and Strategic Planning
- ◆ LAFCO Services (Annexations; Municipal Service Reviews; Sphere of Influence Plans)

Interpretation and Aesthetics

- ◆ Visual Impact Analysis
- ◆ Interpretive and Educational Projects
- ◆ Native Habitat Interpretive Centers

CEQA and NEPA Documentation

- ◆ Preliminary Project Assessments/Constraints Analyses
- ◆ CEQA Review and Compliance (Categorical Exemptions, Initial Studies, Mitigated Negative Declarations, Environmental Impact Reports)
- ◆ NEPA Review and Compliance (Categorical Exclusions, Environmental Assessments, Environmental Impact Studies)
- ◆ Third-Party Review of Applicant-Prepared Documents
- ◆ Public Participation, Including English-Spanish Translation of Public Notices and Public Information Materials
- ◆ Environmental Justice

Permitting, Restoration, and Land Management

- ◆ Wetland Assessment and Delineation
- ◆ Environmental Permits under Clean Water Act Sections 401, 402, and 404; Fish and Game Code Section 1602; and Porter-Cologne Act
- ◆ Federal Energy Regulatory Commission Licensing Support
- ◆ Mitigation and Compensation Planning
- ◆ Mitigation Banking Support
- ◆ Habitat Restoration, Planning, and Design
- ◆ Open Space Management
- ◆ Long-term Monitoring and Management

Geographic Information Systems and Cartography

- ◆ Project-Specific and Regional Resource Mapping Services
- ◆ Geographic Information Systems (GIS) Data Capture and Spatial Analysis
- ◆ Lidar Data Acquisition and Analysis
- ◆ Image Processing and Land Cover Analysis
- ◆ Computer-Based Cartography

Unmanned Aerial Systems (UAS) Services

- ◆ Rapid Collection of Aerial Photographs
- ◆ Repeated Site Visits for Monitoring and Change Detection
- ◆ Development of Digital Surface Models, 3D Data, and Other Topographic Information
- ◆ Aerial Videography

Noise Monitoring and Analysis

- ◆ Noise Impact Modeling
- ◆ CEQA/NEPA Noise Analysis
- ◆ Baseline Noise Establishment
- ◆ Groundborne Vibration Assessments
- ◆ Event Noise Monitoring
- ◆ Mobile- and Stationary-Source Projections

Air Quality and Greenhouse Gas Emissions Modeling

- ◆ Emissions Modeling Services (CalEEMod)
- ◆ Health Risk Assessments
- ◆ EMFAC 2014 Analysis (Mobile Emissions Modeling)
- ◆ Dispersion Modeling (AERMOD)
- ◆ CEQA/NEPA Air Quality/GHG Support Services
- ◆ SB/AB32, Newhall Ranch, CAP Analysis, and Reduction Support
- ◆ Air Basin Compliance Analysis

Arboricultural Services

- ◆ Tree Surveys
- ◆ Tree Tagging
- ◆ Planting Recommendations
- ◆ Development Plan Review Services (Trees)

SCOPE OF WORK

ECORP will provide on-call consulting services related to CEQA, environmental permitting, and miscellaneous other services at the City's request on an as-needed basis. Work will be as requested by the City. The exact scope of work and level of effort for each request will be determined at the time of the request. Mr. Mark Morse, Senior Environmental Planner, will provide the majority of the services and will engage other ECORP technical experts as needed if requested by the City.

COST ESTIMATE

The cost will be billed monthly on a TIME AND MATERIALS basis using ECORP's rate sheet attached to this proposal. Mr. Morse's hourly billing rate is \$165.

Thank you for the opportunity to submit this proposal. If you have any questions regarding this proposal, please contact Mark Morse at mmorse@ecorpconsulting.com or me at dkrolick@ecorpconsulting.com.

Sincerely,

ECORP Consulting, Inc.



Dave Krolick
Vice President

Attachment: Fee Schedule

FEE SCHEDULE FOR PROFESSIONAL SERVICES¹

ECORP Consulting, Inc. – 2023 Rates

Principal I-IV	\$225-\$315
Senior I-IV.....	\$160-\$210
Staff I-III	\$135-\$150
Associate I-III	\$105-\$125
Assistant I-III	\$85-\$100
Technician I-III.....	\$65-\$85
GIS Specialist I-III	\$120-\$165
GIS Technician	\$100
Technical Editor.....	\$155
Publications Specialist I-II	\$100-\$120
Accountant I-III.....	\$115-\$160
Clerical	\$90

Technical classification includes biologists, regulatory permitting specialists, archaeologists, architectural historians, paleontologists, air quality/greenhouse gas specialists, noise specialists, planners, CEQA/NEPA specialists, UAS pilots, and other technical professionals.

Expense Reimbursement/Other:

1. Computer, facsimile, and telephone are included in the billing rates, and there is no additional charge.
2. Reproduction, equipment and other direct expenses are reimbursed at cost plus a 14% administrative handling charge (excluding mileage).
3. Mileage will be billed at the current IRS rate, adjusted annually.
4. Per Diem, depending upon location, may be charged where overnight stays are required.
5. Expert Witness Testimony, including Depositions, is billed at time and a half.
6. Non-standard invoicing will be billed at the hourly rates for support personnel.
7. ECORP will review our hourly rates annually and may choose to escalate our rate sheet depending on changes to the cost-of-living index and other factors.

¹ Rates effective January 2023 and are subject to change. Depending on the project requirements, titles may vary from this general list.



COUNCIL COMMUNICATION

CC #: 2549
File #: 0800-06

Title: Placer Parkway Phase 1 - Funding Agreement

Contact:

Marc Stout 916-774-5482 mstout@roseville.ca.us

Mark Johnson 916-774-5481 mjohnson@roseville.ca.us

Meeting Date: 2/15/2023
Item #: 7.11.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution authorizing the City Manager to execute the updated South Placer Regional Transportation Authority (SPRTA) Tier 2 Funding Commitment Agreement enabling Placer County to advance fund and construct the first phase of Placer Parkway from State Route 65 to Foothills Boulevard.

BACKGROUND

Placer Parkway is a new regional limited-access expressway approved by SPRTA in 2009 to relieve congestion in South Placer County. The Parkway is ultimately planned to connect Hwy-65 to Hwy-99 through Placer and Sutter counties to relieve congestion on Hwy-65, I-80, and the I-80/Hwy-65 interchange and is a necessary roadway improvement to avoid having to widen Interstate 80 and Highway 65 beyond existing in-place right-of-way which is constrained by residential and commercial developments constructed to the right-of-way boundaries.

Environmental analyses completed for the general plans and specific plans of each of the South Placer communities include mitigation measures to relieve traffic congestion, including construction of Placer Parkway, over the next 25 to 40 years. Without the Parkway, existing developed properties would need to be acquired, and potentially condemned, in order to expand Interstate 80 or Highway 65 to meet mitigation requirements. This would come at a much higher cost and risk of significant disruption to Roseville residents and businesses and neighboring communities.

SPRTA adopted an alignment for Placer Parkway in 2009 following an extensive planning effort, environmental review, and public outreach meetings. The Parkway is designed to be built in phases as adjacent development areas build out. It is anticipated that each development area will likely build more than its "fair share" of the roadway and would be entitled to reimbursement through the SPRTA Tier 2 fee program which was specifically established to fund Placer Parkway. The proposed reimbursement agreement would allow the County and the United Auburn Indian Community (UAIC) to jointly fund construction of the \$81,900,000 (previously

\$58,000,000) Phase 1 roadway project. If approved, the UAIC will contribute up to \$9,000,000 in non-reimbursable funds and up to \$27,745,250 (previously \$15,000,000) in reimbursable funds toward the cost of the Phase 1 improvements. The agreement also calls for the UAIC to pay the remaining balance of \$8,409,500 in fair share contributions to County roadway improvements. Placer County will advance the \$8,409,500 fair share contribution received from the UAIC plus the remaining balance of \$36,745,250 (previously \$24,000,000) as reimbursable funding. The project will be managed by Placer County. The UAIC and the County will receive repayment for their reimbursable contributions over time through fees collected via the SPRTA Tier 2 fee program, and the advanced funding will be repaid with interest based on the “20-City average” and the “San Francisco” construction cost index (CCI) as reported by the Engineering News-Record (ENR) publication. A similar request for authorization to execute a Tier 2 Funding Commitment Agreement was approved by City Council on October 21, 2020, but due to project delays, the previous agreement was not executed by the SPRTA member agencies. The agreement language has been updated to reflect current cost estimates.

The Placer Parkway Phase 1 improvements include completion of the Whitney Ranch Interchange, an overcrossing over the Union Pacific Railroad and Industrial Avenue, and roadway construction to Foothills Boulevard. Construction is anticipated to begin within 18 months.

FISCAL IMPACT

There is no fiscal impact to the City’s General Fund by the proposed action. Placer Parkway is funded through the SPRTA Tier 2 developer impact fee program. Funds normally collected through the fee program would be used to repay Placer County and the UAIC over time with interest equivalent to the annual CCI inflationary adjustment typically adopted by the SPRTA Board on an annual basis and applied to the SPRTA Tier 2 fee.

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 §15378. The proposed agreement meets the above criteria and is not subject to CEQA. No additional environmental review is necessary.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal A - Remain fiscally responsible in a changing world

Respectfully Submitted,

Mark Johnson, Senior Engineer

Mike Isom, Development Services Director

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

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 23-069

Tier 2 Funding Commitment Agreement

RESOLUTION NO. 23-069

AUTHORIZING THE CITY MANAGER TO EXECUTE THE PROPOSED SOUTH PLACER REGIONAL TRANSPORTATION AUTHORITY (SPRTA) UPDATED “TIER 2 FUNDING COMMITMENT AGREEMENT” TO ALLOW ADVANCE FUNDING FROM PLACER COUNTY AND THE UNITED AUBURN INDIAN COMMUNITY FOR CONSTRUCTION OF PLACER PARKWAY PHASE 1 IMPROVEMENTS, WITH PORTIONS OF THE ADVANCED FUNDING TO BE REIMBURSED FROM ONGOING COLLECTION OF THE SPRTA TIER II DEVELOPER IMPACT FEE

WHEREAS, Placer County and the United Auburn Indian Communities (UAIC) have entered or will enter into a Funding and Reimbursement Agreement (FARA) to work cooperatively to design, finance, and construct Phase 1 of the Placer Parkway Project (Project); and

WHEREAS, in the FARA UAIC has committed to advance to Placer County up to Nine Million Dollars (\$9,000,000) on a non-reimbursable basis for use on the Project; and

WHEREAS, in the FARA, UAIC has agreed to advance to Placer County up to Twenty Seven Million Seven Hundred Forty Five Thousand Two Hundred and Fifty Dollars (\$27,745,250) for use on the Project, reimbursable to the UAIC; and

WHEREAS, in the FARA, UAIC has agreed to remit to Placer County Eight Million Four Hundred Nine Thousand Five Hundred Dollars (\$8,409,500) for payment of UAIC’s obligation of fair share contributions for Athens Avenue/UPRR/Industrial Avenue grade separation improvements and such remittance shall fully satisfy the required obligation, and Placer County has agreed to advance this funding for use on the Project, reimbursable to Placer County; and

WHEREAS, in the FARA, Placer County has agreed to advance an additional Thirty Six Million Seven Hundred Forty Five Thousand Two Hundred and Fifty Dollars (\$36,745,250) for use on the Project, reimbursable to Placer County; and

WHEREAS, Placer County and UAIC will be reimbursed with interest equal to the Engineer News-Record (ENR) annual construction cost indices (CCI) for the “20-city” average and “San Francisco” from the SPRTA Tier 2 Fee Program as permit fees are collected from development within the SPRTA Tier 2 Fee Area on an ongoing basis; and

WHEREAS, the Council of the City of Roseville passed and adopted a similar resolution #20-421 on October 21, 2020 authorizing the City Manager to execute a Tier 2 Funding Commitment Agreement on behalf of the City of Roseville; and

WHEREAS, the previous Tier 2 Funding Commitment Agreement was not executed by SPRTA and estimated project costs and reimbursements established in that previous agreement have now been updated to reflect Eighty One Million Nine Hundred Thousand Dollars (\$81,900,000) (previously Fifty Eight Million Dollars \$58,000,000) in total funding, to include up to Twenty Seven Million Seven Hundred Forty Five Thousand Two Hundred and Fifty Dollars

(\$27,745,250) (previously Fifteen Million Dollars (\$15,000,000)) in reimbursable advance funding from the UAIC, and up to Thirty Six Million Seven Hundred Forty Five Thousand Two Hundred and Fifty Dollars (\$36,745,250) (previously Twenty Four Million Dollars (\$24,000,000)) in reimbursable advance funding from Placer County; and

WHEREAS, the updated Tier 2 Funding Commitment Agreement requires authorized signatures from each of the SPRTA member agencies and SPRTA Board approval to be binding, those member agencies which include the City of Lincoln, the City of Rocklin, the City of Roseville, and Placer County;

NOW, THEREFORE, BE IT RESOLVED that the Council of the City of Roseville authorizes the City Manager to execute the updated Tier 2 Funding Commitment Agreement on behalf of the City of Roseville and is authorized to execute, submit, file, sign, communicate, and otherwise do whatever else is necessary to effectuate this agreement and actions reasonably contemplated herein.

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

TIER 2 FUNDING COMMITMENT AGREEMENT

THIS TIER 2 FUNDING COMMITMENT AGREEMENT ("Agreement") is made as of the _____ day of _____, 20__ , by and among and the County of Placer, a political subdivision of the State of California, ("County"), the City of Lincoln, a municipal corporation ("Lincoln"), the City of Rocklin, a municipal corporation ("Rocklin"), and the City of Roseville, a municipal corporation ("Roseville").

RECITALS

WHEREAS, the County and the United Auburn Indian Community ("Tribe") have entered into a Funding and Reimbursement Agreement ("FARA") to work cooperatively to design, finance, and construct the initial phase of the regional transportation project known as Placer Parkway, as such initial phase is depicted on Exhibit A attached hereto. (the "Placer Parkway Phase 1 Improvement Project", or "Phase 1 Project").

WHEREAS, the Phase 1 Project consists of transportation facilities extending generally from California State Route 65 west to Foothills Boulevard North in unincorporated Placer County.

WHEREAS, the FARA establishes a funding mechanism, based on a combination of reimbursable and non-reimbursable County and Tribe contributions, to facilitate construction of the Phase 1 Project, with reimbursement where applicable provided by future traffic impact fees paid pursuant to the South Placer Regional Transportation Authority's Tier 2 Traffic Fee program. ("Tier 2 Fees.")

WHEREAS, on September 1, 2015, the Placer County Board of Supervisors adopted Resolution 2015-189 approving an Initial Study/Mitigated Negative Declaration (SCH 2015052032), with required findings and mitigations and adopting a mitigation monitoring plan, for the Phase I Project.

WHEREAS, on March 21, 2017, the Placer County Board of Supervisors adopted Resolution 2017-065 approving the design contract for the Phase 1 Project.

WHEREAS, the FARA includes a commitment by the Tribe to advance to the County a total of up to Nine Million Dollars (\$9,000,000) on a non-reimbursable basis, for use on the Phase 1 Project as more fully described in the FARA.

WHEREAS, in the FARA, the Tribe agreed to advance to the County a total of up to Twenty Seven Million Seven Hundred Forty Five Thousand Two Hundred and Fifty Dollars (\$27,745,250) on a reimbursable basis, for use on the Phase 1 Project as more fully described therein.

WHEREAS, the County has to date agreed to fund the design contract for the Phase 1 Project in the amount of Six Million Dollars (\$6,000,000) (the "Design Costs").

WHEREAS, a Memorandum of Understanding between the County and the Tribe calls for the Tribe to pay its fair share of a potential grade separation or equivalent project at Athens Avenue and the Union Pacific railroad tracks, as more fully described the in the FARA, and the County and Tribe have agreed that Tribe's Remaining Grade Separation Project Fair Share Contribution is Eight Million Four Hundred Nine Thousand Five Hundred dollars (\$8,409,500).

WHEREAS, the County estimates the cost of the Phase 1 Project in 2022 dollars is Eighty One Million Nine Hundred Thousand Dollars (\$81,900,000) with funding shown on attached Exhibit D.

WHEREAS, in the FARA, the County agreed to advance a total of Thirty Six Million Seven Hundred Forty Five Thousand Two Hundred and Fifty Dollars (\$36,745,250) on a reimbursable basis, for use on the Phase 1 Project, which consists of the Design Costs identified above and Thirty Million Seven Hundred Forty Five Thousand Two Hundred and Fifty Dollars (\$30,745,250) in additional funds, as more fully described in the FARA.

WHEREAS, Lincoln, Rocklin, and Roseville are referred to herein as the "City Parties."

WHEREAS, Section 7 of the Tier II Development Fee Memorandum of Agreement between the County and the City Parties provides a mechanism for reimbursement to a party or developer that constructs subject improvements as identified in that agreement.

WHEREAS, in order to provide an ongoing revenue source for the reimbursable amounts identified in the FARA, the County has requested the City Parties commit, as a first priority and with interest equal to the Tier 2 CCI identified herein, future Tier 2 revenues collected within the City Parties' respective jurisdictions to repay the County

and Tribe for the moneys the County and Tribe advanced pursuant to the FARA for construction of the Phase 1 Project.

WHEREAS, recognizing the need for the Phase 1 Project and the opportunity to advance construction of the Phase 1 Project that is provided by the FARA, the City Parties have each agreed to commit Tier 2 revenues as identified herein.

WHEREAS the County and City Parties each desire to address the potential future application of Tier 2 Fees to Tribe-owned lands located in the County's Sunset Area Plan area.

WHEREAS, the parties agree that there is funding contained in the SPRTA budgeting process designated for planning of future phases of Placer Parkway and that this Agreement is not intended to restrict or otherwise affect the use of such planning funds.

WHEREAS, a copy of the FARA is attached as Exhibit B to this Agreement.

WHEREAS, the Parties wish to enter into an agreement to memorialize their understanding on the matters identified above.

AGREEMENT

NOW THEREFORE, the Parties hereto agree as follows:

1. Definitions. Words and phrases used in this Agreement shall have the following meanings:

Connector Roadway means the proposed roadway connection between the Phase 1 Project and the Athens Ave. as more fully depicted on attached Exhibit C.

Effective Date means the date that this Agreement is executed by all parties.

MOU means the Amended and Restated Memorandum of Understanding between the County and Tribe dated July 10, 2018, as such memorandum may be amended and/or restated from time to time.

SPRTA means the South Placer Regional Transportation Authority.

Tier 2 CCI means the annual construction cost index adjustment more fully described in amended Section 3 of the Tier 2 Agreement, whether or not formally adopted by SPRTA in any given year.

Tier 2 Agreement means that certain “Tier II Development Fee Memorandum of Agreement” entered into by the County and the City Parties on May 27, 2009, and amended in 2013 and 2017, as such agreement may be amended from time to time.

2. Purpose and Intent of Agreement. The purpose and intent of this Agreement is to provide for the memorialization of the understanding between the Parties regarding each party’s obligation to contribute future Tier 2 revenues to reimburse the County and Tribe for Phase 1 Project and related costs incurred by the County and Tribe, accounting therefore, and acknowledgement of reimbursement rights relating to such revenues.

3. Term and Termination. This Agreement shall be effective as of the date first above written and shall remain in effect for thirty (30) years, or until such time as the Parties agree to extend, terminate and/or supersede this Agreement.

4. City Parties’ Obligations Regarding Tier 2 Fees. The City Parties, and each of them, agree, for the term of this Agreement, to:

a. Continue to collect Tier 2 Fees as provided for in the Tier 2 Agreement, including the Tier 2 CCI.

b. Forward to SPRTA all Tier 2 Fees collected, including the Tier 2 CCI.

c. Consent to SPRTA distributing Tier 2 Fees, including the Tier 2 CCI, to the County for the purposes of reimbursing the County and Tribe for costs of the Phase 1 Project as provided for in the FARA. The City Parties each agree that collection and distribution of the Tier 2 CCI to the

County as provided for herein will provide County a source of funds to pay to the County and Tribe, as the case may be, interest on reimbursable amounts based on the Construction Cost Index as identified in the Tier 2 Agreement. By executing its consent hereto, SPRTA agrees to Tier 2 Fees to the County until the entire Reimbursement Maximum, including Tier 2 CCI amounts, is reimbursed.

d. Take such measures as necessary to ensure that Tier 2 Fees and the Tier 2 CCI will continue to be collected and distributed as provided for herein, whether such fees are renamed and/or modified or replaced by a functionally equivalent fee, including, without limitation, one or more regional fees involving one or more public entities.

e. Nothing in this Agreement shall be construed to create an obligation of, or be attributable to, the City Parties' general or special funds or any other funds in the possession or control of the City Parties or their accounts now or in the future.

5. Connector Roadway. The City Parties each agree and acknowledge as follows:

a. In the FARA, the County agreed to review and process in accordance with established County practices any applications for encroachment, grading and/or other permits that the Tribe may determine advisable or necessary to build and connect the Tribe's proposed Connector Roadway, either as such Connector Roadway is described in attached Exhibit C (including right turn in/right turn out components) or as may otherwise be requested by the Tribe, to the Phase 1 Project and to Athens Ave., with the Tribe responsible for all costs of environmental compliance, permitting and building the Connector Roadway, including such traffic control devices as may be reasonably required by the County. Any material changes to the proposed Connector Roadway from that shown on attached Exhibit C shall be presented to SPRTA for its review and concurrence.

b. That the Connector Roadway, if constructed, shall be property of the Tribe and shall not be part of the County's maintained mileage system

of roadways.

c. That the intent of the cooperating agencies is for the Placer Parkway to be a limited access expressway, and that, although intersections may start as at-grade signalized intersections, the goal is that grade-separated interchanges would eventually be constructed.

6. Tribe Non-Reimbursable Contribution.

a. The City Parties agree and acknowledge that the Tribe agreed in the FARA to remit to the County a total of up to Nine Million Dollars (\$9,000,000) as a non-reimbursable contribution for use on the Phase 1 Project (collectively, the “Tribe Non-Reimbursable Contribution”).

b. The County agrees to deposit the Tribe Non-Reimbursable Contribution for sole and exclusive use on the Phase 1 Project.

7. Tribe Reimbursable Contribution

a. The City Parties agree and acknowledge that the Tribe agreed in the FARA to remit to the County a total of up to Twenty Seven Million Seven Hundred Forty Five Thousand Two Hundred and Fifty Dollars (\$27,745,250) as a reimbursable contribution for use on the Phase 1 Project (collectively, the “Tribe Reimbursable Contribution”).

b. The County agrees to deposit the Tribe Reimbursable Contribution for sole and exclusive use on the Phase 1 Project.

c. The City Parties agree and acknowledge that Tier 2 Fees and Tier 2 CCI collected and forwarded to SPRTA will subsequently be forwarded to the County for reimbursement to the Tribe of reimbursable Tribe contributions, with interest at the Tier 2 CCI amount, pursuant to the FARA.

8. Remaining Phase 1 Project Costs

a. The parties agree and acknowledge that the County agreed in the FARA to be responsible for all other Phase 1 Project Costs above

and beyond the Remaining Grade Separation Project Fair Share Contribution, the Tribe Non-Reimbursable Contribution and the Tribe Reimbursable Contribution (such County obligations, including Design Costs, are collectively the “County Contributions”).)

b. The City Parties agree and acknowledge that Tier 2 Fees and Tier 2 CCI collected and forwarded to SPRTA will subsequently be forwarded to the County for reimbursement of the County Contributions and the Remaining Grade Separation Project Fair Share Contribution, with interest at the Tier 2 CCI amount.

9. County Obligation to Construct Phase 1 Project. The Parties agree that the County shall have the obligation to reasonably prosecute construction and completion of the Phase 1 Project to the extent permitted by law. County agrees to notify the City Parties in writing at least twice per year regarding construction progress.

10. Reimbursement Maximum. The parties agree that the maximum reimbursement amount subject to this Agreement shall be, adjusting for the Tier 2 CCI, the total of the Tribe Reimbursable Contribution, the County Contributions, the Remaining Grade Separation Project Fair Share Contribution, and any deficiency amounts paid by the County to the Tribe pursuant to Section 9(d) of FARA.

11. Tribe-Owned Lands Located in County’s Sunset Area Plan Area. The parties agree and acknowledge that that the Tribe owns land within the County’s Sunset Area Plan Area as such area is identified in the “Sunset Area Plan Public Review Draft” dated December 2018 and, further, that Tier 2 Fees are not currently collected in the Sunset Area Plan Area. The parties agree that should Tier 2 Fees, or equivalent, be collected in the future in the Sunset Area Plan Area, the Tribe shall be eligible for a credit on Tier 2 Fees in the amount of up to Nine Million Dollars (\$9,000,000) in recognition of the Tribe Non-Reimbursable Contribution.

12. General Provisions. Except to the extent specifically addressed herein, this Agreement shall be governed by the provisions of the Tier 2 Agreement. Each party shall also comply with all other agreements, if any,

made by the Parties in furtherance of the Phase 1 Project.

13. Rocklin Obligations. Notwithstanding any contrary terms herein, any and all obligations of the City of Rocklin to date pertaining to Tier 2 Fees for the Placer Parkway were satisfied by the City's prior SR65/Whitney Ranch Parkway interchange improvements. This Tier 2 Funding Commitment Agreement does not require the City of Rocklin to administer or collect Tier 2 Fees for the Placer Parkway. The City will continue to be subject to the terms of the Tier 2 Agreement regarding the imposition of Tier 2 Fees on new development located within any areas annexed into the City's jurisdiction after the effective date of this Agreement, and on any new development over and above the total densities or intensities approved in the Northwest Rocklin Annexation Area General Development Plan after the effective date of this Agreement. . The parties agree that this Agreement shall apply to any such new development(s).

14. 2020-2021 SPRTA Travel Demand Model/Tier 1& Tier 2 Fee Update. The parties agree and acknowledge that the Placer County Transportation Planning Agency (PCTPA) and its member agencies, including the County and the City Parties, will hire a qualified consultant team to provide traffic modeling services to update the SPRTA Regional Transportation and Air Quality Mitigation Fee program. The services will specifically include 1) Updating the existing SPRTA travel demand forecasting model, with the goal that projects that are evaluated with the model are SB 743 compliant, and 2) Updating the Tier I and Tier II SPRTA Regional Impact Fee Programs, including the purpose of facilitating the establishment of a reasonable nexus between impacts and the fees included in the fee program.

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

If to County:

County of Placer
Director of Public Works
3091 County Center Drive
Auburn, CA 95603

With a copy to:
Placer County Counsel
175 Fulweiler Avenue
Auburn, CA 95603

If to Lincoln:

With a copy to:

If to Rocklin:

With a copy to:

If to Roseville:

With a copy to:

If to SPRTA:

With a copy to:

Notices under this Agreement shall be deemed given and received at the earlier of actual receipt, or the second business day following deposit in the United States mail, as required above. Any party may amend its address for notice by notifying the other Parties. The parties agree that this agreement notice page and signature pages may be completed in counterparts.

IN WITNESS WHEREOF, the Parties have each caused their duly authorized officers to execute this Agreement effective as of the date first written above.

COUNTY OF PLACER

By: _____
Print Name: _____
Its: _____
Date: _____

APPROVED AS TO FORM:

By: _____
County Counsel

CITY OF LINCOLN

By: _____
Print Name: _____
Its: _____
Date: _____

APPROVED AS TO FORM:

By: _____
City Attorney

[Signatures continued on following pages]

CITY OF ROCKLIN

By: _____
Print Name: _____
Its: _____
Date: _____

APPROVED AS TO FORM:

BY: _____
City Attorney

CITY OF ROSEVILLE

By: _____
Print Name: _____
Its: _____
Date: _____

APPROVED AS TO FORM:

By: _____
City Attorney

[Signatures continued on following page]

CONSENT OF SPRTA

The South Placer Regional Transportation Authority hereby consents to the provisions of this Agreement and agrees to be bound hereby. SPRTA agrees to pay to County accrued revenues, including Tier 2 CCI amounts, as provided for herein no less than semi-annually. SPRTA further agrees and acknowledges that Tier 2 CCI amounts are being forwarded to the County for payment of interest to the County and Tribe on reimbursable amounts in a percentage equivalent to the Tier 2 CCI amount.

By: _____
Print Name: _____
Its: _____
Date: _____

APPROVED AS TO FORM:

By: _____
SPRTA Counsel

Exhibit List:

Exhibit A - Placer Parkway Phase 1 Improvement Project Description
Exhibit B - Funding and Reimbursement Agreement
Exhibit C - Connector Road Project Description
Exhibit D - Placer Parkway Phase 1 Improvement Project Funding
Summary

EXHIBIT A

Placer Parkway Phase 1 Improvement Project Description

The Placer Parkway Phase 1 Improvements Project (Phase 1 Project) is the initial necessary phase of the planned Placer Parkway corridor, which will ultimately be a 15-mile, high-speed transportation facility that will connect State Route (SR) 65 in western Placer County to SR 70/99 in south Sutter County. The Placer Parkway is an opportunity to implement infrastructure improvements that will benefit a wide range of individuals, businesses and communities in rural and suburban western Placer County and eastern Sutter County. The Parkway will link rural areas and provide a connection to and from existing and planned development near some of the region's fastest growing communities and job centers. The Placer Parkway project was planned to respond to increased travel demand and congestion related to anticipated population and jobs growth as well as to improve goods movement. It was also planned to address the lack of alternative routes between SR 99/70 and SR 65, two busy regional highways. The Parkway provides additional east-west access parallel facility to I-80 that will reduce congestion, allowing for better movement of goods on the interstate freight corridor. The Parkway will improve access from rural and suburban areas to the I-80 and I-5 corridors, high tech industry in the SR 65 corridor, job centers in downtown Sacramento, and airports in Lincoln and Sacramento. It will also provide access to the planned commercial, industrial, entertainment, education and residential development in the Sunset Area, which encompasses 8,497 acres located in unincorporated south Placer County.

Phase 1 of the Parkway is proposed to be built as a four-lane roadway from SR 65 to Foothills Boulevard North. The Phase 1 Project begins at SR 65 in Placer County at the existing SR 65/Whitney Ranch Parkway between Sunset Boulevard and Twelve Bridges Drive and terminates 1.5 miles to the southwest at Foothills Boulevard North. Phase I establishes full freeway access at SR 65 with the completion of the interchange and construction of a new roadway connection west to Foothills Boulevard North. It will provide alternative connections to Foothills Boulevard North to relieve congestion along SR 65 at Sunset Boulevard and Twelve Bridges Drive and along Industrial Avenue and Sunset Boulevard. Phase 1 also includes an overhead grade separation at the Union Pacific Railroad (UPRR) tracks parallel to Industrial Avenue. This provides vehicles a safe crossing of the railroad tracks and will reduce the number of vehicles using the

existing UPRR at-grade crossing at Athens Avenue and Industrial Avenue. This will also have benefits for UPRR operations.

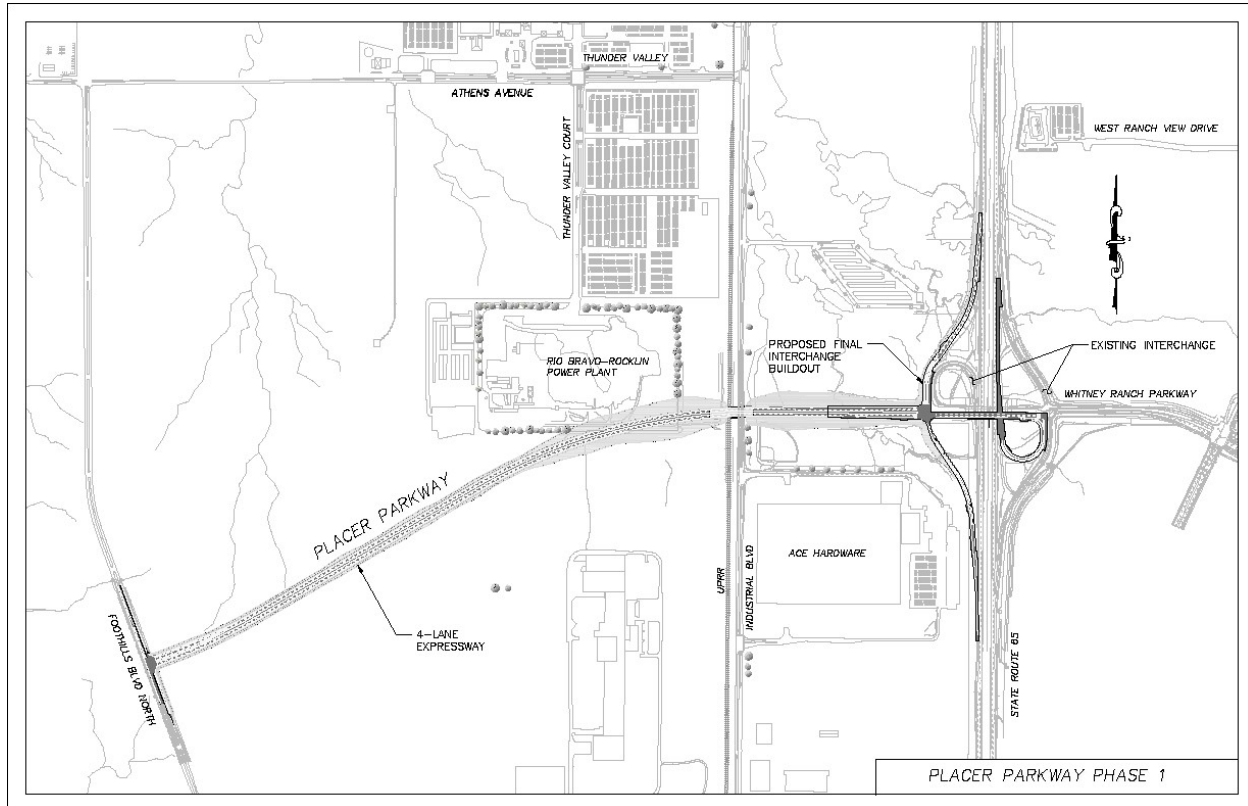


EXHIBIT B
Funding and Reimbursement Agreement

FUNDING AND REIMBURSEMENT AGREEMENT

THIS FUNDING AND REIMBURSEMENT AGREEMENT ("Agreement") is made as of the 27th day of September, 2022, by and among and the County of Placer, a political subdivision of the State of California, ("County") and the United Auburn Indian Community, a federally recognized Indian Tribe ("UAIC" or "Tribe").

RECITALS

WHEREAS, the County and UAIC wish to work cooperatively to finance the initial phase of the regional transportation project known as Placer Parkway, as such initial phase is depicted on Exhibit AA attached hereto (the "Placer Parkway Phase 1 Improvements Project", or "Phase 1 Project").

WHEREAS, the County and UAIC entered into that certain Memorandum of Understanding ("MOU") dated January 20, 2000, which MOU was amended and restated on July 10, 2018, addressing the development of the Tribe's gaming facility property on Athens Avenue in unincorporated Placer County and various other matters as contained therein.

WHEREAS, the Phase 1 Project consists of transportation facilities extending generally from California State Route 65 west to Foothills Boulevard North in unincorporated Placer County, south of the gaming facility property identified above.

WHEREAS, on September 1, 2015, the Placer County Board of Supervisors adopted Resolution 2015-189 approving an Initial Study/Mitigated Negative Declaration (SCH 2015052032), with required findings and mitigations and adopting a mitigation monitoring plan, for the Phase I Project.

WHEREAS, on March 21, 2017, the Placer County Board of Supervisors adopted Resolution 2017-065 approving the design contract for the Phase 1 Project.

WHEREAS, the County has to date funded the design contract for the Phase 1 Project in the amount of Six Million Dollars (\$6,000,000) (the "Design Costs").

WHEREAS, the MOU calls for the Tribe to pay its fair share of a potential grade separation or equivalent project at Athens Avenue and the Union Pacific railroad tracks, as more fully described on attached Exhibit BB (the "Grade Separation Project").

WHEREAS, the County and Tribe agree that the Tribe's remaining fair share contribution for the Grade Separation Project is Eight Million Four Hundred Nine Thousand Five Hundred Dollars (\$8,409,500) (the "Remaining Grade Separation Project Fair Share Contribution").

WHEREAS, the County and Tribe wish to establish a funding mechanism, based on a combination of reimbursable and non-reimbursable County and Tribe contributions, that will facilitate construction of the Phase 1 Project, with reimbursement where applicable provided by future traffic impact fees paid pursuant to the South Placer Regional Transportation Authority's Tier 2 Traffic Fee program ("Tier 2 Fees").

WHEREAS, the Tribe has agreed to pay to the County as a non-reimbursable contribution the Remaining Grade Separation Project Fair Share Contribution and the County has agreed to use the Remaining Grade Separation Project Fair Share Contribution for construction of the Phase 1 Project, as more fully described herein.

WHEREAS, the County has agreed to relieve the Tribe of any further obligation for the Grade Separation Project upon full payment to the County of the Remaining Grade Separation Project Fair Share Contribution.

WHEREAS, the Tribe has agreed to advance to the County a total of up to Nine Million Dollars (\$9,000,000) on a non-reimbursable basis, for use on the Phase 1 Project as more fully described herein.

WHEREAS, the Tribe has agreed to advance to the County up to a total of Twenty-Seven Million Seven Hundred Forty-Five Thousand Two Hundred Fifty Dollars (\$27,745,250) on a reimbursable basis, for use on the Phase 1 Project as more fully described herein.

WHEREAS, the County and Tribe estimate the cost of the Phase 1 Project in 2022 dollars is Eighty-One Million Nine Hundred Thousand Dollars (\$81,900,000).

WHEREAS, the County has agreed to advance a total of up to Thirty-Six Million Seven Hundred Forty-Five Thousand Two Hundred Fifty Dollars (\$36,745,250) on a reimbursable basis, for use on the Phase 1 Project, which consists of the Design Costs identified above and Thirty Million Seven Hundred Forty-Five Thousand Two Hundred Fifty Dollars (\$30,745,250) in additional funds, as more fully described herein.

WHEREAS, the County and UAIC wish to enter into an agreement to memorialize their understanding on the matters identified above.

AGREEMENT

NOW THEREFORE, the Parties hereto agree as follows:

1. Definitions. Words and phrases used in this Agreement shall have the following meanings:

Board of Supervisors means the Placer County Board of Supervisors.

Connector Roadway means the proposed roadway connection between the Phase 1 Project and Athens Ave. as more fully depicted on attached Exhibit CC.

Effective Date means the date that this Agreement is executed by both parties.

MOU means the Amended and Restated Memorandum of Understanding between the parties dated July 10, 2018, as such memorandum may be amended and/or restated from time to time.

SPRTA means the South Placer Regional Transportation Authority

Tier 2 Agreement means that certain "Tier II Development Fee Memorandum of Agreement" entered into by the County, and the cities of Lincoln, Rocklin, and Roseville on May 27, 2009, and amended in 2013 and 2017, as such agreement may be amended from time to time.

Tier 2 CCI means the annual construction cost index adjustment more fully described in amended Section 3 of the Tier 2 Agreement, whether or not formally adopted by SPRTA in any given year.

2. Purpose and Intent of Agreement. The purpose and intent of this Agreement is to provide for the memorialization of the understanding between the Tribe and County regarding each party's financial contribution towards the Phase 1 Project and related costs, accounting therefor, and allocation reimbursement rights relating to such contributions.

3. Term and Termination. This Agreement shall be effective as of the Effective Date and shall remain in effect for the earlier of twenty (20) years or the completion of and payment for the Phase 1 Project, or until such other time as the Parties agree to extend, terminate and/or supersede this Agreement in writing.

4. Payment of Tribe Grade Separation Contribution; Discharge of Tribe Grade Separation Obligation

a. At such time as the County Board of Supervisors has approved the construction contract for Phase 1 Project (the "Phase 1 Contract Approval Date"), UAIC agrees to remit to the County, from the Remaining Grade Separation Project Fair Share Contribution, fifty percent (50%) of the amount that the County has expended to date for the Phase 1 Project, as a non-reimbursable contribution for use on the Phase 1 Project ("Initial Payment"). The Initial Payment shall be made within ten (10) days after receipt of an invoice with supporting documentation from the County, which the County may deliver on or after the Phase 1 Contract Approval Date. If all of the Remaining Grade Separation Project Fair Share Contribution is not expended with the Initial Payment, the remainder of the balance of the Remaining Grade Separation Project shall be paid by the Tribe in installments no more frequently than monthly when requested in writing by the County and upon demonstration by the County that the requested funds are needed to pay for Phase 1 Project construction or other project related expenses. Such payments shall be made on a progress basis and be equal to the amounts that the County has paid for

the Phase 1 Project (50% County, 50% Tribe) until the County contribution has been expended. 100% of subsequent payments will be paid by the Tribe until the full Tribe contributions are expended. If the Initial Payment is not sufficient to pay fifty percent (50%) of the amount that the County has expended to date for the Phase 1 Project upon approval of the Phase 1 Project construction contract, the remaining balance shall be paid from the Tribe Non-Reimbursable Contribution as provided in Section 6(a) below.

b. County agrees to use the Remaining Grade Separation Project Fair Share Contribution for sole and exclusive use on the Phase 1 Project. Upon the County's full receipt of the Remaining Grade Separation Project Fair Share Contribution, the County agrees that, without further documentation, the Tribe's obligation to make any further contribution to the County in connection with the Grade Separation Project associated with the existing Tribal Casino Project shall automatically be terminated. If the Tribe requests confirmation of that fact from the County, the County shall provide a letter to the Tribe confirming such payment in full. Tribe agrees and acknowledges that the County's use of the Remaining Grade Separation Project Fair Share Contribution shall be subject to reimbursement to the County from Tier 2 Fees as provided for in Section 9 herein. The Tribe agrees and acknowledges that future development beyond the existing Tribal Casino Project may be subject to payment of traffic impact fees and/or other development impact fees associated with the Grade Separation Project.

5. Connector Roadway. The Parties agree as follows:

a. County agrees to review and process in accordance with established County practices any applications for encroachment, grading and/or other permits that UAIC may determine advisable or necessary to build and connect the Tribe's proposed Connector Roadway, either as such Connector Roadway is described in attached Exhibit CC or as may otherwise be requested by the Tribe, from the Phase 1 Project and to Athens Ave. County shall have no obligation to grant such applications except to the extent such applications create a mandatory duty on the

County's behalf. Tribe shall be responsible for all costs of environmental compliance, permitting and building the Connector Roadway, including such traffic control devices as may be reasonably required by the County.

b. The parties agree that the Connector Roadway, if constructed, shall be property of the Tribe and shall not be part of the County's maintained mileage system of roadways.

c. Tribe agrees to provide authority, through such means as may be reasonably requested by the Placer County Sheriff's Office and the California Highway Patrol, for civil traffic enforcement authority over vehicles and persons on and adjacent to the Connector Roadway. This Agreement shall have no effect on the applicability of criminal laws, as such may be applicable pursuant to P.L. 280 or otherwise, on and around the Connector Roadway.

d. County and Tribe agree and acknowledge that the Connector Roadway is intended as an entrance to the Thunder Valley Casino Resort (TVCR) to provide a more direct route to and from TVCR, reducing traffic impacts on the surrounding roadways. The Connector Roadway is not intended for use by traffic (whether trucks, cars or other vehicles) to and/or from the Western Regional Sanitary Landfill ("Landfill"), Materials Recovery Facility ("MRF") and/or other waste management facilities that are or may in the future be located in the area of Athens Ave. and Fiddymont Road. The parties agree to work with the Western Placer Waste Management Authority or any successor entity to install necessary signage and take such other actions as will route Landfill and MRF traffic away from the Connector Roadway. County agrees, if requested by the Tribe, to install at Tribe expense signage on the Phase 1 Project when completed and on other future Placer Parkway components when completed stating that the Connector Roadway is for TVCR traffic only and/or that Landfill and MRF traffic is not permitted on the Connector Roadway.

6. Tribe Non-Reimbursable Contribution

a. After the expenditure of the Remaining Grade Separation Project Fair Share Contribution, UAIC agrees to remit to the County an additional amount of up to Nine Million Dollars (\$9,000,000), as a non-reimbursable contribution for use on the Phase 1 Project (collectively, the "Tribe Non-Reimbursable Contribution"). The Tribe shall pay the Tribe Non-Reimbursable Contribution to the County in installments no more frequently than monthly when requested in writing by the County and upon demonstration by the County that the requested funds are needed to pay for Phase 1 Project construction or other project related expenses. Such payments shall be made on a progress basis and be equal to the amounts that the County has paid for the Phase 1 Project (50% County, 50% Tribe) until the County contribution has been expended. 100% of subsequent payments will be paid by the Tribe until the full Tribe contributions are expended.

b. County agrees to use the Tribe Non-Reimbursable Contribution for sole and exclusive use on the Phase 1 Project. To the extent that the Tribe Non-Reimbursable Contribution is not needed for the Phase 1 Project, the Tribe shall not otherwise be obligated to pay such funds to the County.

7. Tribe Reimbursable Contribution

a. After expenditure of the Remaining Grade Separation Project Fair Share Contribution and the Tribe Non-Reimbursable Contribution have been made to the County, UAIC agrees to remit to the County up to an additional Twenty-Seven Million Seven Hundred Forty-Five Thousand Two Hundred Fifty Dollars (\$27,745,250) as reimbursable contributions for use on the Phase 1 Project (collectively, the "Tribe Reimbursable Contribution"). The Tribe shall pay the Tribe Reimbursable Contribution to the County in installments no more frequently than monthly when requested in writing by the County and upon demonstration by the County that the requested funds are needed to pay for Phase 1 Project construction or other project related expenses. Such payments shall be

made on a progress basis and be equal to the amounts that the County has paid for the Phase 1 Project (50% County, 50% Tribe) until the County contribution has been expended. 100% of subsequent payments will be paid by the Tribe until the full Tribe contributions are expended.

b. County agrees to use the Tribe Reimbursable Contribution for sole and exclusive use on the Phase 1 Project. To the extent that the Tribe Reimbursable Contribution is not needed for the Phase 1 Project, the Tribe shall not otherwise be obligated to pay such funds to the County.

c. The parties agree that the Tribe Reimbursable Contribution shall be reimbursed to the Tribe as provided for in Section 9 herein.

d. County reserves the right to fund all or part of the Tribe Reimbursable Contribution itself. If the County chooses to fund the full amount of the Tribe Reimbursable Contribution, the County will so notify Tribe on or before July 1, 2023. Thereafter, the County shall notify the Tribe of those portions, if any, of the Tribe Reimbursable Contribution that County elects to fund. Such notice(s) from the County to Tribe shall include the amount the County is funding and the amount of the balance of the Tribe Reimbursable Contribution.

8. Remaining Phase 1 Project Costs

a. The County agrees to and shall be responsible for all other Phase 1 Project Costs above and beyond the Remaining Grade Separation Project Fair Share Contribution, the Tribe Non-Reimbursable Contribution and the Tribe Reimbursable Contribution (such County obligations, including Design Costs, are collectively the "County Contributions".)

b. The parties agree that the County Contributions shall be reimbursed to the County as provided for in Section 9 herein.

c. If the costs of the Phase 1 Project are less than Eighty-One Million Nine Hundred Thousand Dollars (\$81,900,000), the Tribal Reimbursable Contribution (and the County Contributions) shall be reduced in an amount equal to fifty percent (50%) of the savings.

9. Reimbursement.

a. The parties agree the Tribe Reimbursable Contribution, if paid in whole or in part, shall be reimbursed to the Tribe by June 30th of each fiscal year as follows until the balance of the Tribe Reimbursable Contribution (including the Tier 2 CCI) is paid in full:

1. First reimbursement to occur in the first fiscal year after the first draw of Tribe Reimbursable Contribution: At least One Million Seven Hundred and Fifty Thousand Dollars (\$1,750,000) plus the Tier 2 CCI, which is applied only to the reimbursement payment as shown in Exhibit GG.

2. Second fiscal year from initial draw and in each subsequent fiscal year until the County's fiscal year 2034/2035: At least One Million Seven Hundred and Fifty Thousand Dollars (\$1,750,000) plus the Tier 2 CCI, which is applied only to the reimbursement payment as shown in Exhibit GG.

3. Any balance of the Tribe Reimbursable Contribution remaining unpaid as of June 30, 2035, shall be paid in full to the Tribe by the County (with Tier 2 CCI) no later than December 31, 2035. Such payment shall include the compounded Tier 2 CCI applied to the amount of the reimbursement payment, as shown in Exhibit GG.

b. All reimbursements to the Tribe shall be subject, on an annual basis, to the adjusted and compounded Tier 2 CCI. County shall notify Tribe on an annual basis of the amount of the Tier 2 CCI (the "Tier 2 CCI Notice"). The Tier 2 CCI Notice shall also include a full accounting of the Tribe Reimbursable Contribution, including amounts paid and reimbursed to date and the manner in which the Tier 2 CCI was calculated.

c. The source for reimbursement shall be a minimum of fifty percent (50%) of the Tier 2 Fees actually received by the County in a given fiscal year (the "Annual Reimbursement Source"). Nothing in this Agreement shall be construed to create an obligation of, or be attributable to, County's general or special funds, County Service Area accounts, or any other funds in the possession or control of the County or its accounts now and in the future, except as otherwise expressly provided in Section 9(d) below.

d. In the event the Annual Reimbursement Source available to the County in a given fiscal year is insufficient to pay that year's reimbursement amount of at least One Million Seven Hundred and Fifty Thousand Dollars (\$1,750,000), plus the Tier 2 CCI, to the Tribe, the County shall either: 1) identify and remit to Tribe other funds adequate to cover the deficiency; or 2) provide to the Tribe a credit on in-lieu real property taxes paid in that fiscal year from the Tribe to the County pursuant to the MOU. The credit shall be made available to the Tribe on the first in-lieu real property tax invoice following the close of the fiscal year in which the reimbursement deficiency occurred.

e. The Tribe agrees and acknowledges that all amounts paid by the County for the Phase 1 Project, including, without limitation, the Tribe Grade Separation Contribution and any deficiency amounts paid or provided to the Tribe pursuant to Section 9(d) herein, shall be eligible for reimbursement to the County from that portion of Tier 2 Fees not designated for reimbursement to Tribe pursuant hereto.

f. The County and the Tribe have developed a spreadsheet, projecting to the best of their current knowledge how the payment and reimbursement of the County and Tribe contributions would be made and returned over the next twenty (20) years. The spreadsheet, as an example for reference purposes only to aid in the interpretation of this Agreement in the future, is attached hereto as Exhibit DD.

10. County Obligation to Construct Phase 1 Project.

The parties agree that the County shall have the obligation to reasonably prosecute construction and completion of the Phase 1 Project to the extent permitted by law as provided for herein. The Tribe shall have no construction rights or obligations on the Phase 1 Project. County

agrees to make reasonable efforts to meet the Tentative Construction Schedule attached as Exhibit EE. County agrees to notify Tribe in writing at least once per quarter regarding construction progress. The parties agree and acknowledge that the Tentative Construction Schedule is subject to force majeure events, potential delay, and other unforeseen circumstances beyond the County's control.

11. Sample Payback Illustration. The parties agree that attached Exhibit GG represents a sample of a proposed payback schedule and is included for illustration purposes.

12. Security for Tribe's Obligations; Payment.

a. To secure the Tribe's obligations under this Agreement, the parties agree that the County may, at its election and in addition to any other remedies the County may have, 1) deduct amounts unpaid by the Tribe from any deficiency payments identified in Section 9(d)(1) herein, and/or 2) offset any in-lieu real property tax credits identified in Section 9(d)(2) herein.

b. All payments due from either party to the other shall be paid within thirty (30) days after receipt of a written invoice directed to the individuals listed in the Notices section below, and the supporting documentation related to the amounts due, unless otherwise provided for in this Agreement.

13. General Provisions

a. Compliance with Other Agreements. Each party shall comply with all other agreements, if any, made by the parties in furtherance of the Phase 1 Project.

b. Records and Accounts. The County shall keep complete books of record and accounts of the finances of the Phase 1 Project, which shall document all material transactions relating to the Phase 1 Project, the Tribe's contributions thereto, and the Tribe's reimbursement rights

described in this Agreement. Said books shall, upon request, be open to inspection by the Tribe.

c. Further Assurances. Each party shall adopt, make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the purposes and intent of this Agreement.

d. Amendment. This Agreement may be amended only by the written agreement of the parties.

e. Jurisdiction and Venue. This Agreement shall be governed and interpreted pursuant to the Dispute Resolution and Judicial Review provisions of the MOU.

f. Waiver of Tribal Sovereign Immunity. The Tribe agrees to waive its sovereign immunity in favor of the County as to any dispute which arises out of this Agreement, pursuant to the terms set forth in the MOU for enforcement. The Tribe's governing body shall execute a formal Resolution of Limited Waiver of Sovereign Immunity in the form attached as Exhibit FF.

g. No Third Party Beneficiaries. Except as may be provided in the MOU, this Amendment is not intended to, and shall not be construed to, create any right on the part of a Third Party to bring an action to enforce any of its terms.

h. No Other Effect on MOU. In all other respects not expressly addressed by this Amendment, the MOU remains in full force and effect.

i. Notices. Any notices to parties required by this Agreement shall be delivered in person, by overnight delivery or mailed USPS first-class, postage prepaid, addressed as follows:

If to County:

County of Placer
County Executive Office
175 Fulweiler Avenue
Auburn, CA 95603
Attn: UAIC Agreements

With a copy to:

Placer County Counsel
175 Fulweiler Avenue
Auburn, CA 95603
Attn: UAIC Agreements

If to UAIC:

United Auburn Indian Community
Attention: Tribal Chairman
10720 Indian Hill Road
Auburn, CA 95603

With a copy to:

United Auburn Indian Community
Attention: Director of Finance
10720 Indian Hill Road
Auburn, CA 95603

Notices under this Agreement shall be deemed received upon actual receipt. Any party may amend its address for notice by notifying the other parties.

[Signatures Appear on the Following Page]

IN WITNESS WHEREOF, the parties have each caused their duly authorized officers to execute this Agreement effective as of the dates appearing next to their signatures below.

COUNTY OF PLACER

By: 
Print Name: CINDY GUSTAFSON
Its: _____
Date: 9.27, 2022

APPROVED AS TO FORM:

By: 
County Counsel

UNITED AUBURN INDIAN COMMUNITY

By: 
Print Name: Gene Whitehouse
Its: Tribal Chairman
Date: Sept. 20, 2022

Exhibit List:

Exhibit AA - Placer Parkway Phase 1 Improvements Project Description
Exhibit BB - Grade Separation Project Description
Exhibit CC - Connector Roadway Project Description
Exhibit DD - Spreadsheet of Predicted Payments and Reimbursements
Exhibit EE - Tentative Construction Schedule
Exhibit FF - Resolution of Limited Waiver of Sovereign Immunity
Exhibit GG - Payback Methodology Illustration

Exhibit AA
Placer Parkway Phase 1 Improvements Project Description

The Placer Parkway Phase 1 Improvements Project (Phase 1 Project) is the initial necessary phase of the planned Placer Parkway corridor, which will ultimately be a 15-mile, high-speed transportation facility that will connect State Route (SR) 65 in western Placer County to SR 70/99 in south Sutter County. The Placer Parkway is an opportunity to implement infrastructure improvements that will benefit a wide range of individuals, businesses and communities in rural and suburban western Placer County and eastern Sutter County. The Parkway will link rural areas and provide a connection to and from existing and planned development near some of the region's fastest growing communities and job centers. The Placer Parkway project was planned to respond to increased travel demand and congestion related to anticipated population and jobs growth as well as to improve goods movement. It was also planned to address the lack of alternative routes between SR 99/70 and SR 65, two busy regional highways. The Parkway provides additional east-west access parallel facility to I-80 that will reduce congestion, allowing for better movement of goods on the interstate freight corridor. The Parkway will improve access from rural and suburban areas to the I-80 and I-5 corridors, high tech industry in the SR 65 corridor, job centers in downtown Sacramento, and airports in Lincoln and Sacramento. It will also provide access to the planned commercial, industrial, entertainment, education and residential development in the Sunset Area, which encompasses 8,497 acres located in unincorporated south Placer County.

Phase 1 of the Parkway is proposed to be built as a four-lane roadway from SR 65 to Foothills Boulevard North. The Phase 1 Project begins at SR 65 in Placer County at the existing SR 65/Whitney Ranch Parkway between Sunset Boulevard and Twelve Bridges Drive and terminates 1.5 miles to the southwest at Foothills Boulevard North. Phase I establishes full freeway access at SR 65 with the completion of the interchange and construction of a new roadway connection west to Foothills Boulevard North. It will provide alternative connections to Foothills Boulevard North to relieve congestion along SR 65 at Sunset Boulevard and Twelve Bridges Drive and along Industrial Avenue and Sunset Boulevard. Phase 1 also includes an overhead grade separation at the Union Pacific Railroad (UPRR) tracks parallel to Industrial Avenue. This provides vehicles a safe

crossing of the railroad tracks and will reduce the number of vehicles using the existing UPRR at-grade crossing at Athens Avenue and Industrial Avenue. This will also have benefits for UPRR operations.

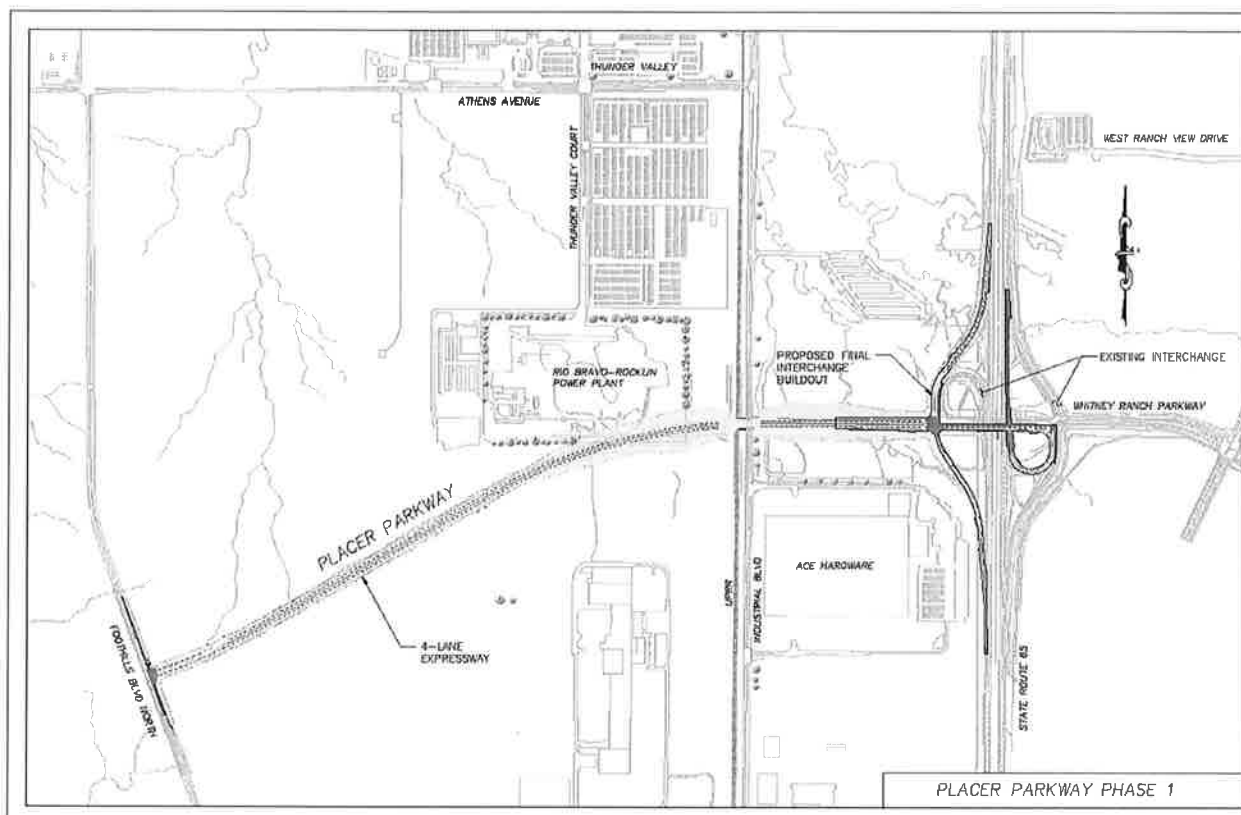


Exhibit BB Grade Separation Project Description

Construction of a grade separation structure at the Athens Avenue railroad crossing that provides access to and from Athens Avenue and Industrial Boulevard. The Tribal Environmental Impact Report (TEIR) for the Thunder Valley Casino Expansion Project identified a cumulative impact associated with increased conflicts between automobiles and trains at the Athens Avenue grade crossing. The mitigation was to pay a fair share of a future grade separation project. Several alternatives were identified in the TEIR (Appendix G) with a raised intersection at Athens Avenue and Industrial Boulevard suggested as the recommended alternative. Subsequent study (Sunset/Industrial/Athens Operations Improvement Study, September 2010 by CH2MHill) identified a jug handle intersection at the intersection of Athens Avenue and Industrial Boulevard as a preferred alternative. Athens Avenue would be elevated over the existing railroad tracks and coming back down to grade east of Industrial Boulevard. A separate loop road would connect Athens Avenue and Industrial Boulevard. The existing signalized intersection would be removed and a new signalized intersection constructed at the loop road and Industrial Boulevard. Either alternative would totally separate automobile and train traffic and eliminate conflicts.

Exhibit CC
Connector Roadway Project Description

Exhibit DD Spreadsheet of Predicted Payments and Reimbursements

Project Costs

FY	2019/20	20/21	21/22	22/23	23/24	24/25	25/26	Total
Environmental	Complete							
PS&E Support	4,000	2,000						6,000
R/W support			200					200
Construction Support					2,000	3,500	2,500	8,000
R/W Capital				6,400	3,000			9,400
Construction Capital					10,300	24,000	24,000	58,300
Total (\$1,000s)	4,000	2,000	200	6,400	15,300	27,500	26,500	81,900

Project Cashflow

Source	19/20	20/21	21/22	22/23	23/24	24/25	25/26	26/27 33/34	34/35	35/36 36/37	37/38		Total
Project Expenditures	(4,000)	(2,000)	(200)	(6,400)	(15,300)	(27,500)	(26,500)						(81,900)
UAIC Contribution (non reimbursable)					590.5	8,409.5							9,000
UAIC Contribution Grace Separation (non reimbursable)					8,409.5								8,409.5
UAIC Contribution (reimbursable)						5,340.5	22,404.75						27,745.25
County Contribution (reimbursable)	4,000	2,000			3,000	13,750	13,995.25						36,745.25
Tier 2 Revenue (estimated)**			10,600	3,500	3,500	3,500	3,500	3,500	3,500	7,000	2,800		72,900
UAIC Reimbursement						(5,300)	(7,000)	(1,750)	(1,445.25)				(27,745.25)
County Reimbursement						(5,300)	(7,000)	(1,750)	(2,054.75)	(7,000)	(2,800)		(45,154.75)
Total (Net Cost)	0	0	10,400	(2,900)	200	(7,100)	(600)	0	0	0	0		81,900

**Tier 2 revenue estimated at \$3,500,000/year (today's dollars – COLA adjustments are to pay interest) until 2035/36 when revenue is estimated at \$7,000,000/year (expiration of deferral program). No economic downturn considered in the proforma.

Current Tier 2 Revenues realized are approximately \$10.6M & UAIC Grade Separation contribution is reimbursable to Sunset Traffic Impact Fee Program (County Reimbursable)

Exhibit EE Tentative Construction Schedule

PLACER PARKWAY

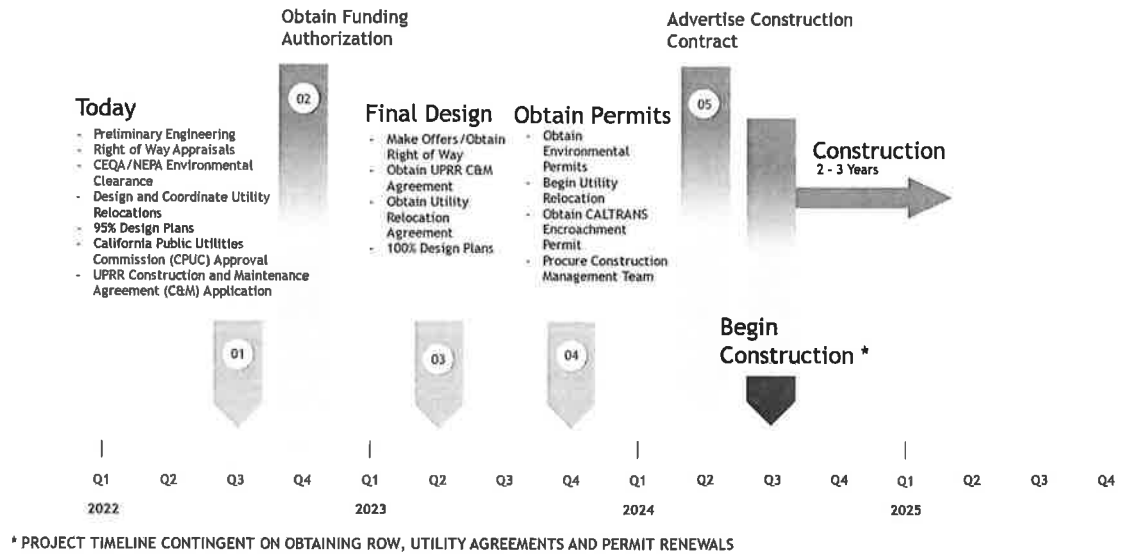


Exhibit FF
Resolution of Limited Waiver of Sovereign Immunity

RESOLUTION NO. 09-07-22-D1

Tribal Resolution of
Limited Waiver of Sovereign Immunity

WHEREAS, the United Auburn Indian Community of the Auburn Rancheria (hereinafter the "Tribe") is a federally recognized Indian tribe; and

WHEREAS, the Tribal Council is the governing body of the Tribe and authorized to act on behalf of the Tribe; and

WHEREAS, the Tribe and the County of Placer ("County") entered into that certain Amended and Restated Memorandum of Understanding dated July 10, 2018, which addresses various matters of mutual interest between the Tribe and County ("MOU").

WHEREAS, the Tribe desires to enter into an agreement with the County known as the Funding and Reimbursement Agreement ("FARA") relating to the Placer Parkway Phase 1 Improvements Project ("Project"); and

WHEREAS, The FARA provides for funding commitments and other cooperative actions between the Tribe and County in conjunction with the anticipated development of the Project.

NOW THEREFORE BE IT RESOLVED THAT:

1. The Tribal Council hereby adopts this Resolution of Limited Waiver of Sovereign Immunity through which it waives on a limited basis its sovereign immunity in favor of the County of Placer in conjunction with the FARA dated September 27, 2022 a copy of which is attached hereto as Exhibit A.

2. The Tribal Council specifically adopts such FARA and all of its terms.
3. The Tribal Council specifically consents to the enforcement of the terms of the FARA by County in accordance with the provisions of Paragraph 13 thereof, or otherwise, subject in all cases to the limitations in the MOU.
4. The Tribal Council specifically limits this limited waiver of sovereign immunity to matters arising under and in connection with the FARA, and for no other purpose.
5. This limited waiver of sovereign immunity does not supersede or otherwise affect any prior limited waivers of sovereign immunity adopted by the Tribe in favor of the County.

CERTIFICATION

The foregoing resolution was adopted by a vote of 5 for, and 0 against and 0 abstentions, at a duly called meeting of the Tribal Council, at which a quorum was present, on this 1st day of September 2022.


By Gene Whitehouse, Chairperson

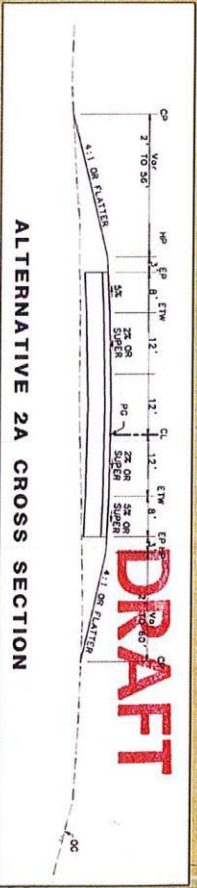
ATTEST:


Tribal Secretary/Treasurer

Exhibit GG Payback Methodology Illustration

Payback Methodology Illustration										
<i>per FARA</i>										
CCI (3%) ¹	1	1.03	1.0609	1.092727	1.12550881	1.159274074	1.194052297	1.229873865	1.266770081	1.304773184
	FY 25/26	26/27	27/28	28/29	29/30	30/31	31/32	32/33	33/34	34/35
Assumed UAIC										
Reimbursable Contribution ³										
\$15,445,250										
Annual Principal Payment ²	\$1,750,000	\$1,750,000	\$1,750,000	\$1,750,000	\$1,750,000	\$1,750,000	\$1,750,000	\$1,750,000	\$1,445,250	\$15,445,250 Total Principal
Annual CCI Payment	\$52,500	\$106,575	\$162,272	\$219,640	\$278,730	\$339,592	\$402,279	\$466,848	\$440,473	\$2,468,909 Total of all CCI Payments
										\$17,914,159 Total of all Payments
Footnotes										
1. CCI assumed at 3%/year. Actual CCI will vary										
2. Annual principal payment will be a minimum of \$1,750,000 in first FY after draw										
3. Assumed UAIC reimbursable contribution is \$15,445,250 after applying anticipated cash on hand to reduce reimbursable contribution. Actual contribution to be determined prior to first draw										

EXHIBIT C
Connector Road Project Description



THUNDER VALLEY CO
PLACER P
DETAILED LAYO
OCTOBER 2017
SCALE: 1" = 150'

EXHIBIT D
Placer Parkway Phase 1 Improvement Project Funding Summary

Estimated Project Cost:	\$81,900,000
UAIC Non-Reimbursable	\$9,000,000
UAIC Reimbursable	\$27,745,250
UAIC Athens Grade Separation	\$8,409,500
Reimbursable to County	
County Reimbursable	\$36,745,250



COUNCIL COMMUNICATION

CC #: 2546

File #: 1001-02 & 0400-04-09-1

Title: West Roseville Specific Plan Parcel F-31 – Lot 7 and Lot 8 - Summary Vacation

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

Meeting Date: 2/15/2023

Item #: 7.12.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution to summarily vacate a 10-foot wide portion of the existing 35-foot-wide Public Utility Easement and Pedestrian Easement on Lot 7 and Lot 8 of West Roseville Specific Plan Parcel F-31.

BACKGROUND

The project site is located at 1950 Blue Oaks Boulevard, on Parcel F-31 in the West Roseville Specific Plan. The site is located at the northeast intersection of Fiddymment Road and Blue Oaks Boulevard (see Attachment 1 – Vicinity Map). The site consists of the Plaza at Blue Oaks, which is a retail center anchored by Raley's. The project site has a Community Commercial (CC) zoning designation and a Community Commercial (CC) land use designation. Surrounding uses include an undeveloped High Density Residential (HDR) parcel to the north across Harvey Way, Fiddymment Ranch Apartments to the east across Oak Meadow Drive, single-family residences to the south across Blue Oaks Boulevard, and a medical office building to the east across Fiddymment Road.

The Plaza at Blue Oaks project was approved by City Council in August 2020 (file #PL17-0368). The project entitlements included a Design Review Permit (DRP) to allow the construction of the approximately 82,100-square-foot shopping center, a Tentative Subdivision Map to subdivide the 13.35-acre parcel into eight (8) lots, and a Tree Permit to remove several native oak trees on the westerly portion of the site. The subject parcels (Lot 7 and Lot 8) are a result of the approved subdivision map that was ultimately recorded in 2021.

As part of the original DRP for the Plaza at Blue Oaks Center, a 6,600-square-foot building ("Pad 4") was approved on Lot 8. On August 8, 2022, the Planning Division approved a Design Review Permit Modification to increase the size of the Pad 4 building to approximately 7,400 square feet in order to accommodate AutoZone, a retail automotive parts store. The increased building size resulted in a 10-foot encroachment into the 35-foot-wide Public Utility Easement (PUE) and Pedestrian Easement (PE) along the western boundary of Lot 8 along Fiddymment Road. The proposed design of the project was found to provide ample space for utilities as well as sidewalks and pathways for pedestrians despite the reduced easement widths.

The current request includes the abandonment of those 10-foot-wide portions of the easements along the western boundary due to conflicts with the proposed building on Pad 4 (see Exhibit A - Easement Abandonment).

Streets and Highways Code Section 8300 et. seq. states that an easement may be terminated (vacated) by adopting a resolution of vacation. There are two pathways for vacation: summary or general. An abandonment request for a public utility or pedestrian easement is eligible for the simpler summary vacation when any one of the three potential conditions applies:

1. The easement has not been used for the purpose for which it was dedicated or acquired for five consecutive years immediately preceding the proposed abandonment.
2. The easement has been in place for less than five years (making it ineligible for condition 1 above), but has been in place for at least a year and has not been used for the purpose for which it was dedicated or acquired.
3. The need for the easement has been superseded by relocation, and there are no other public facilities in the easement.

The PUE and PE were originally recorded with the large lot parcel map for Parcel F-31 in 2007, but there are no utilities currently within the easement, nor have there been utilities within the easement for the past five years. Pedestrian facilities have been constructed and will not be affected by the abandonment. The proposed easement vacation was routed to all utilities and departments which could be affected by the project, and no objections were received. For these reasons, staff concludes that condition 1 (as described above) for a summary vacation applies, and recommends approval of the vacation request.

FISCAL IMPACT

There will be no fiscal impact to the City.

ENVIRONMENTAL REVIEW

An Initial Study leading to a Mitigated Negative Declaration was prepared for the Plaza at Blue Oaks project, which was adopted by the City Council on August 5, 2020. The summary vacation is consistent with the prior project, and is exempt from the provisions of CEQA pursuant to Section 15305 for Minor Alterations in Land Use Limitations.

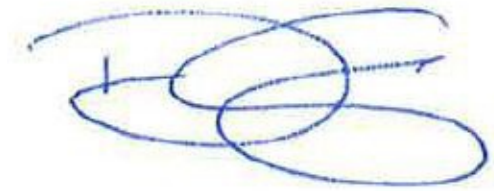
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Kinarik Shallow, Associate Planner

Mike Isom, Development Services Director



Dominick Casey, City Manager

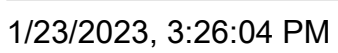
ATTACHMENTS:

Description

Attachment 1 - Vicinity Map

Resolution 23-066

Exhibit A & B - Easement Abandonment



Roseville Street Label

0 0.02 0.04 0.08 mi

0 0.03 0.07 0.13 km

City of Roseville - Development Services
City of Roseville | Development Services

RESOLUTION NO. 23-066

ORDERING SUMMARY VACATION OF A PORTION OF A PUBLIC UTILITY
EASEMENT AND PEDESTRIAN EASEMENT AT 1950 BLUE OAKS BOULEVARD

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

WHEREAS, in accordance with the provisions of section 8333, et seq., of the Streets and Highways Code (Chapter 4, Summary Vacation), it is hereby found that a portion of a public utility easement and pedestrian easement at 1950 Blue Oaks Boulevard, described in Exhibit A and depicted in Exhibit B, attached hereto and incorporated herein by reference, is no longer needed, and there are no other public facilities in the easements; and

WHEREAS, the easements have not been used for the purpose for which they were dedicated or acquired for five consecutive years immediately preceding the proposed vacation; and

IT IS HEREBY ORDERED:

1. That the portion of the public utility easement and pedestrian easement at 1950 Blue Oaks Boulevard described in Exhibit "A" and depicted in Exhibit "B" is hereby vacated pursuant to Streets and Highways Code Section 8335, and shall, as of the date of adoption of this resolution, no longer constitute a public utility easement and pedestrian easement; and
2. The City Manager is hereby authorized to execute any other documents required to effectuate the conveyance of the abandoned/vacated easements to the respective property owners; and
3. The City Clerk is hereby directed to cause a certified copy of this Resolution and Order, attested to by said Clerk under the seal of the City of Roseville, to be recorded in the Office of the County Recorder, and take any other actions necessary to effectuate the intent of this Resolution and Order.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

EXHIBIT A

**DESCRIPTION OF
PUBLIC UTILITY AND PEDESTRIAN
EASEMENT ABANDONMENT**

That certain real property situated in the State of California, County of Placer, City of Roseville, located in Section 19, Township 11 North, Range 6 East, M.D.M., being more particularly described as follows:

All that portion of that certain Public Utility and Pedestrian Easement described in the Grant of Easement to the City of Roseville, recorded on March 28, 2007 as Document Number 2007-0031325, Official Records of Placer County located within Parcels 7 and 8, as said parcels are shown on the Parcel Map of "The Plaza at Blue Oaks", filed on March 1, 2021 in Book 36 of Parcel Maps, at Page 49, Placer County Records, described as follows:

Beginning at the most southerly corner of said easement located in said Parcels 7 and 8; thence from said **POINT OF BEGINNING**, along the westerly line of said easement, the following two (2) courses: (1) North 01°35'43" West, 224.03 feet; and (2) North 00°26'58" West, 119.20 feet to a point located twelve and one-half (12.50) feet southerly of the South line of Harvey Way, as shown on said Parcel Map; thence, parallel with said South line, the following two (2) courses: (1) along a non-tangent curve to the right, having a radius of 18.50 feet, through a central angle of 19°22'26", with an arc length of 6.26 feet, said arc being subtended by a chord bearing North 80°18'46" East, 6.23 feet; and (2) North 89°59'59" East, 3.86 feet to the easterly line of said easement; thence, along said easterly line, the following three (3) courses: (1) South 00°26'58" East, 120.07 feet; (2) South 01°35'43" East, 103.93 feet; and (3) South 03°10'06" West, 120.42 feet to the **POINT OF BEGINNING**; containing 2,839 square feet, more or less.

End of description



FIDYMENT ROAD

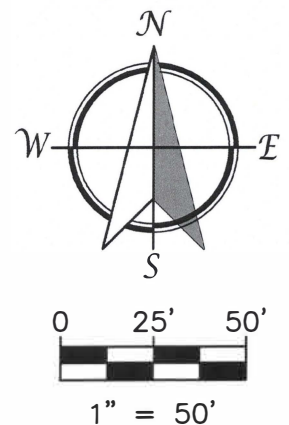
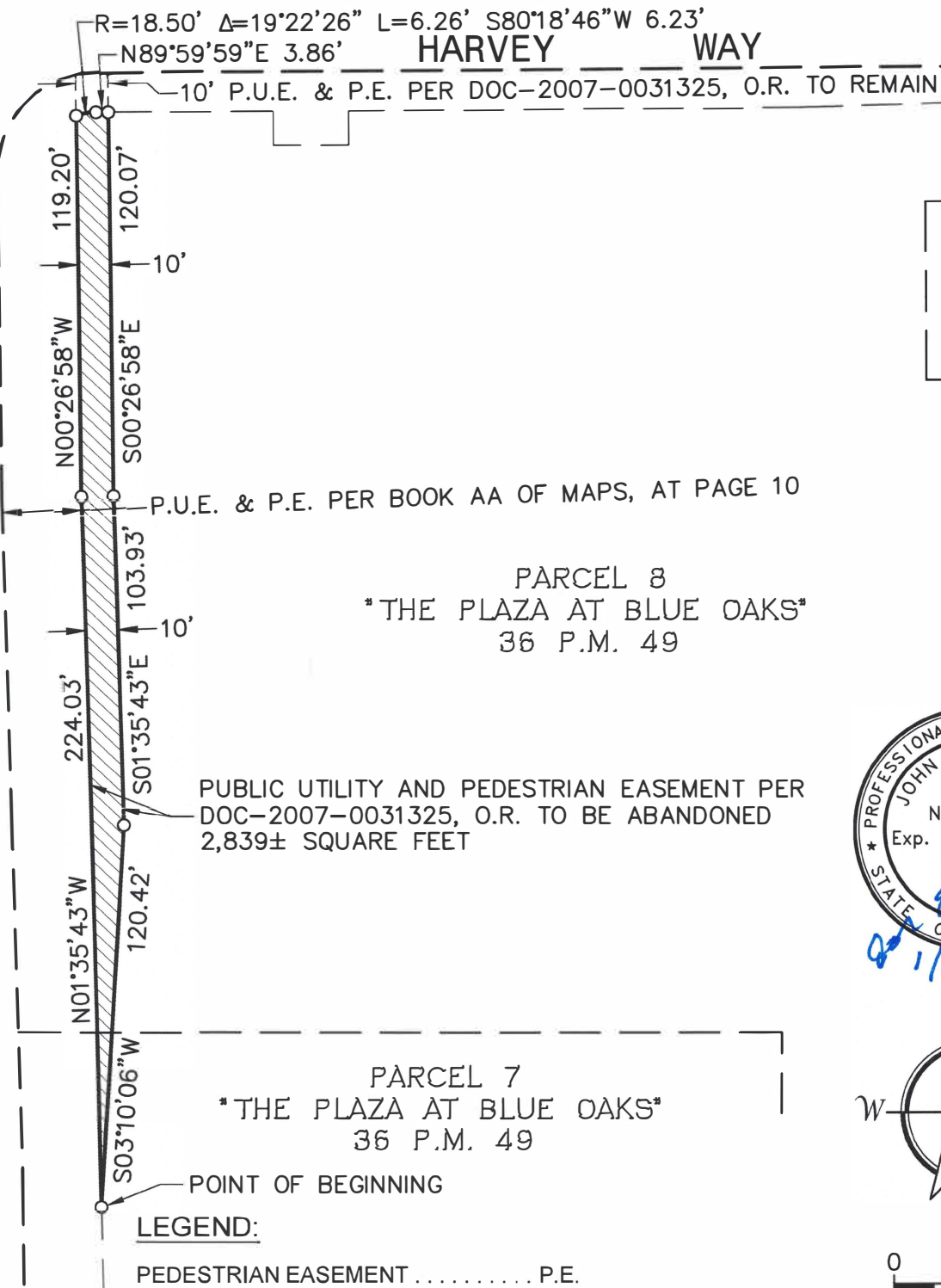


EXHIBIT "B"
PLAT TO ACCOMPANY DESCRIPTION
EASEMENT ABANDONMENT
PORTION OF PARCELS 7 AND 8, 36 P.M. 49
CITY OF ROSEVILLE, CA



785 Orchard Drive, Suite #110
Folsom, CA 95630
Phone: (916) 608-0707
Fax: (916) 608-0701

TSD ENGINEERING, INC.
expect more.

SCALE:
1"=50'
DATE:
06/06/2022
PAGE
1 OF 1



COUNCIL COMMUNICATION

CC #: 2534
File #: 0800-06

Title: On-Call Building Plan Review and Inspection Services - Professional Services Agreement
Contact: Stacie Marchetti 916-774-5278 smarchetti2@roseville.ca.us

Meeting Date: 2/15/2023
Item #: 7.13.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution to approve a professional services agreement for on-call building plan review and inspection services with BPR Consulting, and authorize the City Manager to execute it on behalf of the City of Roseville.

BACKGROUND

The Development Services Department is required to perform plan review and inspection of all residential and commercial building construction within the City. During periods of significant development activity, the Department outsources much of its building plan review to qualified consulting firms in order to maintain targeted turnaround times. The Department also relies on contract inspectors from time to time when experiencing prolonged vacancies or responding to peak demand. In addition to assisting with peak workloads, these firms also provide specialty plan check and inspection services sometimes required for more complex development projects, or where specialized licenses are required. The use of consultants strengthens the Department's ability to handle large peak workloads while maintaining a high level of customer service to its customers.

Consistent with the City's contracting requirements, staff issued a Request for Proposals (RFP) for building plan review and inspection services on October 28, 2022 to augment the services provided by existing contracted consultants. Six firms submitted proposals in response to the RFP. BPR Consulting ranked highest in terms of experience and qualifications of firm and proposed staff, understanding of the services requested and proposed costs. Consistent with best practices, Development Services will now have a total of five firms engaged to eliminate any possible conflicts of interest that may arise as a result of one or more firms' existing or future contracts with other private entities. For consistency and to ensure the City's customer service expectations are met, staff will meet with the consultant firms on a quarterly basis throughout the duration of the contracts.

The term of the contract would commence on February 16, 2023 and expire on June 30, 2023. The contract authorizes the City Manager to extend the agreement in one-year increments for up

to an additional three years, through June 2026.

FISCAL IMPACT

The contract shall not exceed \$350,000 in any one fiscal year, unless approved by the City Council via contract amendment. The Building Division accounts for these professional services as part of the annual budget process. Budget adjustments are proposed as-needed to reflect any increase or decrease in workload and corresponding costs. The full cost of these services is paid by the applicant via administrative and building permit fees paid at the time services are rendered. There is no net General Fund impact associated with this request.

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)).

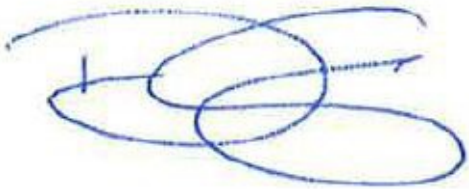
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal E - Deliver exceptional city services

Respectfully Submitted,

Stacie Marchetti, Management Analyst

Mike Isom, Development Services Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 23-056

Professional Services Agreement - BPR Consulting

RESOLUTION NO. 23-056

APPROVING AN ON-CALL PROFESSIONAL SERVICES AGREEMENT, BY AND
BETWEEN THE CITY OF ROSEVILLE AND BPR CONSULTING GROUP LLC, AND
AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF
THE CITY OF ROSEVILLE

WHEREAS, an on-call professional services agreement for on-call building plan review and inspection services, by and between the City of Roseville and BPR Consulting Group LLC, has been reviewed by the City Council; and

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

ON-CALL PROFESSIONAL SERVICES AGREEMENT

On-Call Building Plan Review and Inspection Services

THIS AGREEMENT is made and entered into this ____ day of _____, 20__,
by and between the City of Roseville, a municipal corporation ("CITY"), and BPR Consulting
Group LLC, a California limited liability company ("CONSULTANT"); and

W I T N E S S E T H:

WHEREAS, CITY issued Request for Proposal #06-008 for professional services
consisting of on-call building plan review and inspection services; and

WHEREAS, CONSULTANT has prepared a response to the Request for Proposal dated
November 28, 2022, which describes the scope of services to be performed by CONSULTANT,
and the hourly rates for performance of such services; and

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

NOW, THEREFORE, the parties agree as follows:

1. Term. The term of this Agreement shall commence upon execution and expire on
June 30, 2023. The City Manager may, in his or her discretion, elect to extend the Agreement in
one (1) year increments for up to an additional three (3) years by giving CONSULTANT thirty
(30) days advance written notice of each optional one (1) year renewal. Such extensions shall be
memorialized by a written amendment to this Agreement.

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

3. Compensation. For its services provided hereunder, CONSULTANT shall be compensated on a time and expense basis in accordance with the hourly rates as described in EXHIBIT "B," attached hereto and incorporated herein by this reference. Any proposed increase in the effective rates for future services must be preceded by at least a 90-day written notice to the contracting department. Total compensation shall not exceed three hundred fifty thousand dollars (\$350,000) per year for the initial term of the Agreement. Total compensation for optional renewal years of this Agreement shall not exceed three hundred fifty thousand dollars (\$350,000) per year. Adjustment to the total compensation per year shall require a written amendment to this Agreement, subject to approval by the City Council.

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.

4. 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.

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

COVERAGE

LIMITS OF LIABILITY

Workers' Compensation

Statutory

Commercial General Liability

\$1,000,000 each occurrence

\$2,000,000 aggregate

Personal Injury:

\$1,000,000 each occurrence

\$2,000,000 aggregate

Automobile Liability

\$1,000,000 combined single limit

Professional Liability (errors and omissions)

\$1,000,000 per claim

\$2,000,000 aggregate

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

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

Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and

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

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

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

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

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

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

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

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

6. 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.

7. Prevailing Wages. When applicable, for purposes of this Agreement, CONSULTANT and its subcontractors shall comply with all applicable prevailing wage laws, e.g., but not limited to, California Labor Code Sections 1770 et seq. In accordance with said Section 1775, CONSULTANT shall forfeit as a penalty to the City two hundred dollars (\$200) for each calendar day or portion thereof for each worker paid less than the prevailing rates for such work or craft in which such worker is employed for any work done on-site under the Agreement by CONSULTANT or by any subcontractor in violation of the provisions of the Labor Code and in particular, Labor Code Sections 1770 to 1780, inclusive. In addition to said penalty and pursuant to said Section 1775, the difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage shall be paid to each worker by CONSULTANT or the applicable subcontractor.

Pursuant to the provisions of California Labor Code Section 1773, the contracting department has identified the source, stated below, of the general prevailing rate of wages applicable to the site to be done, for straight time, overtime, and holiday work. The holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining agreement of the particular craft, classification or type of worker concerned. These wage rates may be obtained from the State Department of Industrial Relations and/or the following website address: <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>.

Pursuant to Labor Code Section 1773.2, general prevailing wage rates set forth above, which forms a part of this Agreement, shall be posted by CONSULTANT at a prominent place at

the work site. Prevailing wage rates to be posted at the work site will be furnished by the contracting department. The possibility of wage increases is one of the elements to be considered by CONSULTANT in determining its proposal, and will not under any circumstances be considered as the basis of a claim against CITY or the Agreement.

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

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

10. 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.

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

12. 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.

13. 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.

14. 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.

15. 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.

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

17. 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.

18. Termination of Agreement. 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. CONSULTANT understands that continuation of this Agreement past June 30th of any given year is contingent upon appropriation of funds for such purpose in the budget of the City of Roseville in the sole discretion of the City Council. In the event of termination through no fault of 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.

19. 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.

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

21. 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.

22. 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

Jim Mangino
Building Official
311 Vernon Street
Roseville, CA 95678

CONSULTANT

Bill Rodgers, SE
Project Manager
2201 Francisco Drive, Suite 140-658
El Dorado Hills, CA 95762

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

23. 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

BPR CONSULTING GROUP LLC, a
California limited liability company

BY: _____
DOMINICK CASEY
City Manager

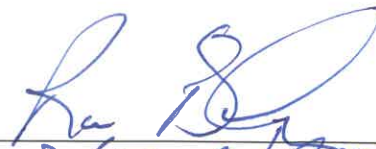
BY:  _____
its: Partner / Secretary
and

(SIGNATURES CONTINUED ON NEXT PAGE)

ATTEST:

BY:

its:


Director/President

BY:

CARMEN AVALOS
City Clerk

APPROVED AS TO FORM:

BY:

MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUBSTANCE:

BY:


MIKE ISOM
Development Services Director

EXHIBIT “A”

COVER LETTER

November 28, 2022

Mr. Jim Mangino, Building Official
City of Roseville
Development Services Department, Building Division
311 Vernon Street
Roseville, CA 95678



RE: RFP 06-008 | Proposal to Provide Building Plan Review and Inspection Services

Dear Mr. Mangino,

Thank you for the opportunity to present this proposal in response to the City of Roseville's RFP for Building Plan Review and Inspection Services. Our proposal provides a detailed overview of the building department services provided by BPR Consulting Group (BPR). We appreciate your time reviewing our qualifications and look forward to the opportunity to provide the requested services to the City. We understand that the City is looking to partner with qualified professionals possessing the appropriate credentials, expertise and experience performing building department plan review and inspection services. We believe BPR Consulting Group is well equipped to provide the City with the services you are seeking in an efficient, professional and customer focused manner.

RFP TITLE:

**RFP 06-008
Building Plan Review
and Inspection Services**

FIRM NAME / ADDRESS:

**BPR Consulting Group
2201 Francisco Drive,
Suite 140-658
El Dorado Hills, CA 95762**

Our talented, locally based, and readily available staff of Plans Examiners, Building Inspectors, Licensed Engineers, CASp experts, and building department permitting support staff have extensive experience providing building department services similar to those being requested by the City. Staff specifically selected to serve the City of Roseville have provided similar building department services for numerous public agencies throughout the State of California including the Cities of Roseville, Folsom, Sacramento, Rancho Cordova, West Sacramento, Placerville, Lincoln, Rocklin, South Lake Tahoe, Vallejo, Berkeley, Richmond, Manteca, San Ramon, Davis, Woodland, Elk Grove, Napa, Clearlake, Chico, Gardena, Lemoore, the Town of Truckee and the Counties of Yuba, Placer, Sacramento, Napa, and San Joaquin to name a few.

BPR's staff of experienced building safety personnel provide quality, efficient, and thorough plan review, inspection and permit technician services for our clients. The team proposed to serve the City of Roseville are local and immediately available to begin delivering all of the requested services. Our plans examination and inspection teams are trained and up to date with the upcoming 2022 California Building Codes. Our proposed team's qualifications, experience and expertise will enable us to assist you in maintaining service levels during periods of increased workload. Unlike larger national firms, BPR's services are focused on supporting California communities in the delivery of high-quality, building department services, tailored to your needs, with the goal of exceeding our clients' expectations by:

- Providing all services in a **cost-effective, timely** manner.
- Providing **local, qualified and experienced personnel** who have the ability to effectively and collaboratively communicate and explain relevant code requirements.
- Providing a **high level of customer service** for internal and external customers.
- Balancing the need to ensure conformance to standards and regulations with the need for **predictability, uniformity, and efficiency**.

BPR's staff of Engineers, Plans Examiners, Inspectors, Certified Access Specialists and Permit Technicians are all appropriately licensed in the State of California or ICC Certified and are experienced and well-versed in providing the requested services to Building Departments. We believe our experience providing similar services to public agencies coupled with our highly qualified, knowledgeable, customer focused staff will allow us to provide the requested services in a thorough, timely and efficient manner. I will serve as Principal-in-Charge and Bill Rodgers will serve as Project Manager. Our contact information is as follows:

Ron Beehler, SE, CBO
Principal-in-Charge
rbeehler@bpr-grp.com
O | 916.562.3600
C | 916.204.3178

Bill Rodgers, SE
Project Manager
brodgers@bpr-grp.com
O | 916.562.3600
C | 916.662.0665

As a Principal of BPR Consulting Group, I am authorized to bind the firm to all commitments made in our proposal which is a firm offer for ninety (90) days following the submittal date. All services proposed will be performed and we will adhere to the requirements described in the City's RFP. Please feel free to contact me directly if you have any questions concerning our qualifications or the services we provide. I can be reached at rbeehler@bpr-grp.com or 916.204.3178. Thank you for taking the time to review our qualifications. We look forward to the opportunity to continue to work with you and the City of Roseville.

Sincerely,

BPR CONSULTING GROUP

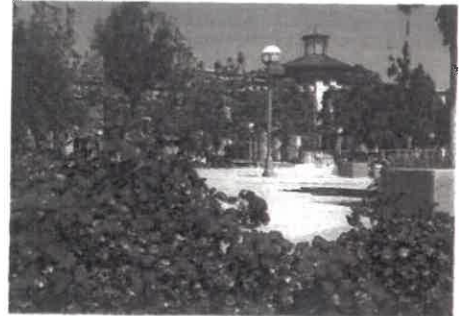


Ron Beehler, SE, CBO
Principal-in-Charge / Director of Client Services

SECTION D

SERVICE UNDERSTANDING

BPR Consulting Group's staff members have provided services to the City of Roseville for many years, and we have assisted the City to develop policies and standards, implement EPC, and other service enhancements. Our staff has developed excellent working relationships with City staff. Additionally, BPR staff are experienced working with many of the City's largest developers and builders.



General Approach

BPR Consulting Group understands the scope of services requested by the City and we are prepared to complete these services as required by the City.

- **Primary Point of Contact:** The City's single point of contact will be Bill Rodgers. Bill has worked closely with the City on a wide range of projects for many years. His contact information is as follows:

Bill Rodgers, SE
2201 Francisco Dr., Ste. 140-658
El Dorado Hills, CA 95762
916.662.0665 | brodgers@bpr-grp.com

- **Response Times:** BPR staff will respond to requests for services and project questions from City staff within one business day.
- **Electronic document review:** BPR staff will perform plan check reviews on the City's electronic document review system (DigEplan), and will status our work in Accela in accordance with City instructions.
- **Communication with Applicants:** BPR staff understand the importance of professional, respectful communications. We understand that we represent the City to applicants while conducting our work. Our team will communicate directly with applicants and other applicable City and County departments through the plan review and/or inspection process.
- **City's permitting system:** BPR staff will update workflow status and enter review charges in the City's Accela permitting system. Approved hourly charges will be entered into Accela for City review and approval prior to updating workflow status.
- **Plan review timeframes:** BPR is committed to completing plan review services within a timeframe that meets or exceeds the City's requirements. As described in the City's RFP, we understand the first review is to be performed within 13 business days and any subsequent review (resubmittal, revision or deferred submittal) within 8 business days. If for any reason we are unable to meet the designated timeframes, we will notify the applicant and the City of when to expect completion.
- **Expedited plan review:** Upon notification of the need for expedited plan review, BPR will confirm our ability to provide the expedited services and establish a schedule with the applicant, while conveying that information to the City. As outlined in the RFP, we understand the first review is to be performed within 6 business days and any subsequent review (resubmittals), within 6 business days.

- **Third-party plan review services:** BPR is ready and able to provide third-party plan review services upon request from the City.
- **Field inspection services:** We have proposed a team of building inspectors who are able to provide comprehensive building inspection services on an as-needed basis.
- **Weekly Status Reports:** We will provide the City with weekly status reports on call City plan review projects in progress.
- **Availability to meet with City staff:** BPR project management and staff are always available to meet with City staff, either in-person or virtually, on an as-needed basis and/or on a regularly scheduled basis. Our team will attend quarterly coordination meeting at the City's Civic Center as requested at no additional charge to the City. Our staff will also attend intermittent, project-specific meetings at the City of Roseville Civic Center at the request of the City.
- **Minimum Qualifications:** BPR project staff will meet or exceed the City's minimum qualifications for each service type. The staff we have proposed to provide these services are either registered design professionals or hold current ICC certifications in the disciplines for which they are proposed. Updated resumes for staff members and a updated organizational chart will be provided to the City on an annual basis as requested.
- **Plan Review Consultants Standards:** BPR staff will follow the the City's Plan Review Consultant Standards, Policy number 1.6 as showin in Attachement F of the RFP, when providing plan review services for the City of Roseville.
- **Applicable Codes:** BPR staff will review plans and/or inspect for compliance with California Building Code (CBC), California Residential Code (CRC), California Mechanical Code (CMC), California Plumbing Code (CPC), California Electrical Code (CEC), California Energy Code (CEC Part 6 of the California Building Standards Code), California Green Building Standards Code (CGBSC), California Fire Code (CFC), applicable municipal codes and standards as adopted and amended by the City of Roseville.
- **Plan Review / Inspection Approval:** BPR plans examiners will not recommend plan review approval to the City until all code compliance issues are resolved and all City requirements for permit issuance are satisfied. Similiarly, BPR inspectors will not recommend inspection approval to the City until all code compliance issues are resolved.
- **Plan Review Services:** BPR will perform services, including complete plan review, administration and transportation of documents to and from the City Permit Center within the aggeed upon time frames established by the City.
- **BPR Staff:** BPR will furnish assigned staff with all necessary materials, resources and training to provide plan review and/or inspection services to the City. All staff assigned to provide services to the City will be professionally qualified to plan review and/or inspection services. Our staff will posses the following minimum qualifications:
 1. ICC plans examiner certification
 2. ICC building inspection certification
 3. Professional architect or engineering license
 4. CASp certification
 5. A valid California driver's license

- **Invoicing:** BPR will provide monthly invoices that are itemized by technical discipline and will match charges identified in the City's permitting system. BPR will notify the City if the charges deviate from amounts specified in the City's permitting system prior to the time of approval.
- **Additional Consulting Services:** BPR is prepared to provide miscellaneous technical consulting that falls outside the Scope of Services at the City's request on an as-needed basis. Such services will be provided at an agreed-upon hourly rate. See Section F for additional information.



EXHIBIT “B”

SECTION F

COST PROPOSAL

Building and Fire Plan Review – Fees

For building and fire plan review services, we agree to the City's proposed breakdown of costs as follows:

Package A: Complete commercial plan review for private development projects including CBC, CMC, CPC, CEC, CEC Part 6 of the California Building Standards Code, CGBSC, and CFC, applicable Roseville Municipal Code and Roseville Fire Department Standards. Cost is to be **65 percent of the plan review fee paid to the City** for each project. This fee shall include a maximum of three (3) plan review iterations. Iterations beyond the maximum number will be reimbursed at the hourly rate for additional plan review services as outlined in *Package E*.

Package B: Complete commercial plan review for City projects including CBC, CMC, CPC, CEC, CEC Part 6 of the California Building Standards Code, CGBSC, and CFC, applicable Roseville Municipal Code, Roseville Fire Department Standards, and Americans with Disabilities Act (ADA). Cost is to be **65 percent of the plan review fee paid to the City** for each project. This fee shall include a maximum of three (3) plan review iterations. Iterations beyond the maximum number will be reimbursed at the hourly rate for additional plan review services as outlined in *Package E*.

Package C: Complete residential plan review including CBC and/or CRC, CMC, CPC, CBC, CEC Part 6 of the California Building Standards Code, CGBSC, CFC (California Building Standards Commission), applicable Roseville Municipal Code and Roseville Fire Department Standards. Cost is to be **75 percent of the plan review fee paid to the City** for each project. This fee shall include a maximum of three (3) plan review iterations. Iterations beyond the maximum number will be reimbursed at the hourly rate for additional plan review services as outlined in *Package E*.

Package D: Complete commercial fire system plan review including CFC, applicable Roseville Municipal Code and Roseville Fire Department Standards. Cost is to be **65 percent of the plan review fee paid to the City** for each project. This fee shall include a maximum of three (3) plan review iterations. Iterations beyond the maximum number will be reimbursed at the hourly rate for additional plan review services as outlined in *Package E*.

Package E: Additional plan review services, including revisions and deferred submittals, shall be provided at a **rate of \$150/hour**.

Package F: Expedited plan review of the tasks outlined above.

For Package **A**, Package **B**, Package **C** and Package **D**, cost is to be **the percentage of the plan check fee paid to the City as designated in the applicable package and \$150/hour**. For Package **E**, cost is to be **\$225/hour**.

Other:

For special projects, projects that are out-of-the-ordinary and require special considerations, miscellaneous technical consultation serviced, or long-term in-house support services, we propose to negotiate a mutually agreeable fee based on the specific project, considering the special circumstances involved and the experience of the staff required to provide the requested services.

Notes:

- BPR **will not charge** for mileage, shipping costs or courier fees for plan pick-up and delivery.
- Per City approval, cost for partial reviews such as structural-only, foundation-only, electrical-only, preliminary reviews, etc., will be the hourly rate specified in *Package E*.
- Review of deferred submittals (defined by CBC 107.3.4.2) submitted after a project has been approved will be billed using the hourly rate specified in *Package E*.
- Review of revisions to previously approved drawings will be billed using the hourly rate specified in *Package E*.
- In the event submittal documents are deemed incomplete or changed so as to require more than three (3) plan review iterations, additional plan reviews ***may*** be billed using the hourly rate specified in *Package E*, ***with prior approval from the City***.

Building Inspection – Fees

For building inspection services, we will bill for services at the hourly rates shown in the Schedule of Hourly Billing Rates included below. Building inspectors will be assigned based on experience relative to the complexity and specific requirements for the inspections to be performed.

Schedule of Hourly Billing Rates

The hourly billing rates shown below will be applied to building inspection services and additional services outside the scope-of-work specifically requested by the City and detailed above. These rates will remain unchanged through the initial term of the contract. In the event of a contract extension, we would appreciate the opportunity to revisit these rates to reflect appropriate cost-of-living-adjustments (COLA).

SCHEDULE OF HOURLY BILLING RATES

CLASSIFICATION	HOURLY BILLING RATE
Licensed Plan Review Engineer (structural, civil, electrical, mechanical, fire protection)	\$150
ICC Certified Plans Examiner	115
CASp Plans Examiner or Inspector	120
ICC Certified Inspector*	85-115
ICC Fire Plans Examiner	120
ICC Fire Inspector	115
Permit Technician*	65-75

* *Specific billing rate to be negotiated based on experience and qualifications of the individual candidate.*

Inspection Overtime..... 125% of above-listed hourly rates
Mileage..... Current IRS rate



COUNCIL COMMUNICATION

CC #: 2533
File #: 0800-04

Title: Public Outreach for Public Works Projects - On-Call Professional Services Agreement
Contact: Helen Dyda 916-774-5443 hdyda@roseville.ca.us

Meeting Date: 2/15/2023
Item #: 7.14.

RECOMMENDATION TO COUNCIL

Staff requests that the City Council adopt a resolution to approve an On-Call Professional Services Agreement with Prosio Communications to provide on-call public outreach for public works projects, and authorize the City Manager to execute it.

Staff also requests authorization to utilize the optional renewal years of the contract without further 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

Public Affairs & Communications is hiring an on-call consultant to provide supplemental support for Public Works projects requiring more robust public engagement.

FISCAL IMPACT

The initial agreement is for three (3) years, not to exceed \$250,000 the first year, with two (2) optional one (1) year renewals, not to exceed \$100,000 for each of the renewal years. This umbrella contract is designed to replace the per project contract system for communications outreach for CIP, Alternative Transportation, and other Public Works projects. The resources that would have been normally budgeted for the per project contracts will instead be allocated to this contract. Because of this, there will be no increase to the funds already budgeted or to be budgeted for this communications purpose. Funding for this agreement is included in Public Works capital improvement project budgets in various funds.

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 B - Support community engagement and advocacy

Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Helen Dyda, Public Information Officer

Megan Scheid, Deputy City Manager



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 23-071

On-Call Agreement

RESOLUTION NO. 23-071

APPROVING AN ON-CALL PROFESSIONAL SERVICES AGREEMENT, BY AND
BETWEEN THE CITY OF ROSEVILLE AND PROSIO COMMUNICATIONS, AND
AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF
THE CITY OF ROSEVILLE

WHEREAS, an on-call professional services agreement to provide public outreach for public works projects, by and between the City of Roseville and Prosio Communications, has been reviewed by the City Council; and

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

BE IT FURTHER RESOLVED that the City Manager or his designee is authorized to execute two (2) additional one (1) year renewals without further City Council approval, provided that the applicable budget is approved by the City Council 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 _____, 20__, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

ON-CALL PROFESSIONAL SERVICES AGREEMENT

Public Outreach for Public Works Projects

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

W I T N E S S E T H:

WHEREAS, CITY issued Request for Proposal # 05-10 ("RFP") for professional services
consisting of on-call public outreach for public works projects; and

WHEREAS, CONSULTANT has prepared a response to the Request for Proposal dated
November 10, 2022, which describes the scope of services to be performed by CONSULTANT,
and the hourly rates for performance of such services; and

WHEREAS, CONSULTANT is qualified and experienced to provide professional
outreach services on an on-call basis.

NOW, THEREFORE, the parties agree as follows:

1. Term. The term of this Agreement shall commence upon execution and expire on
February 14, 2026. The City Manager may, in his or her discretion, elect to extend the
Agreement in one (1) year increments for up to an additional two (2) years by giving
CONSULTANT thirty (30) days advance written notice of each optional one (1) year renewal.
Such extensions shall be memorialized by a written amendment to this Agreement.

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

3. Compensation. For its services provided hereunder, CONSULTANT shall be compensated on a time and expense basis in accordance with the hourly rates as described in EXHIBIT "B," attached hereto and incorporated herein by this reference. Any proposed increase in the effective rates for future services must be preceded by at least a 90-day written notice to the contracting department. Total compensation shall not exceed two hundred fifty thousand dollars (\$250,000) for the initial three (3) year term. Total compensation for optional renewal years of this Agreement shall not exceed one hundred thousand dollars per year (\$100,000). Adjustment to the total compensation per year shall require a written amendment to this Agreement, subject to approval by the City Council.

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~~ ^{less} than one fourth (1/4) hours. CITY shall pay invoices within thirty (30) days after receipt, if the services specified in the invoice have been satisfactorily completed.

4. Indemnification. To the fullest extent allowed by law, 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.

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

COVERAGE

Workers' Compensation

LIMITS OF LIABILITY

Statutory

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

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

b. Additional Insureds. CONSULTANT shall also provide a separate endorsement form or section of the policy showing CITY, its officers, agents, employees and volunteers as additional insureds for each type of coverage, except for Workers' Compensation and Professional Liability. Such insurance shall specifically cover the contractual liability of CONSULTANT. The additional insured coverage under the CONSULTANT's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from CITY's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office ("ISO") CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this Agreement; or (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.

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

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

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

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

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

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

6. 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.

7. Prevailing Wages. When applicable, for purposes of this Agreement, CONSULTANT and its subcontractors shall comply with all applicable prevailing wage laws, e.g., but not limited to, California Labor Code Sections 1770 et seq. In accordance with said Section 1775, CONSULTANT shall forfeit as a penalty to the City two hundred dollars (\$200) for each calendar day or portion thereof for each worker paid less than the prevailing rates for such work or craft in which such worker is employed for any work done on-site under the Agreement by CONSULTANT or by any subcontractor in violation of the provisions of the Labor Code and in particular, Labor Code Sections 1770 to 1780, inclusive. In addition to said penalty and pursuant to said Section 1775, the difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage shall be paid to each worker by CONSULTANT or the applicable subcontractor.

Pursuant to the provisions of California Labor Code Section 1773, the contracting department has identified the source, stated below, of the general prevailing rate of wages applicable to the site to be done, for straight time, overtime, and holiday work. The holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining agreement of the particular craft, classification or type of worker concerned. These wage rates may be obtained from the State Department of Industrial Relations and/or the following website address: <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>.

Pursuant to Labor Code Section 1773.2, general prevailing wage rates set forth above, which forms a part of this Agreement, shall be posted by CONSULTANT at a prominent place at the work site. Prevailing wage rates to be posted at the work site will be furnished by the contracting department. The possibility of wage increases is one of the elements to be

considered by CONSULTANT in determining its proposal, and will not under any circumstances be considered as the basis of a claim against CITY or the Agreement.

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

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

10. 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.

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

12. 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.

13. 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.

14. 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.

15. 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.

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

17. 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.

18. Termination of Agreement. 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. CONSULTANT understands that continuation of this Agreement past June 30th of any given year is contingent upon appropriation of funds for such purpose in the budget of the City of Roseville in the sole discretion of the City Council. In the event of termination through no fault of 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.

19. 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.

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

21. 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.

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

CITY OF ROSEVILLE

CONSULTANT

Megan Sheid, Deputy City Manager
Public Affairs and Communications
311 Vernon Street
Roseville, CA 95678

Lori M. Prosio, President
Prosio Communications
1217 Pleasant Grove, Ste. 100
Roseville, CA 95678

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

23. 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

PROSIO COMMUNICATIONS, INC.,
a California corporation

BY: _____
DOMINICK CASEY
City Manager

ATTEST:

BY: _____
CARMEN AVALOS
City Clerk

APPROVED AS TO FORM:

BY: Lori M. Prosio
its: President

and
BY: Lori M. Prosio
its: Secretary

BY: _____
MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUBSTANCE:

BY:  _____
MEGAN SHEID
Deputy City Manager

EXHIBIT “A”

E. PROJECT PLAN

Community outreach and engagement for public works and transportation infrastructure planning, improvement or construction projects is an essential tool for providing consistent and timely information, and building and maintaining good relationships with residents and other stakeholders who may be directly (or indirectly) impacted by the projects. Specific goals of our outreach efforts will be focused on increasing overall awareness of each project, and to continue building trust with the public through transparent, two-way communication.

We know that the City has many wonderful projects either in planning, design or construction already. And, we know of a few that will likely have major impacts to traffic flow, traffic safety and overall community relations too, including the All American City Roundabout, Roseville Parkway Extension (and widening), Pleasant Grove Widening (which will directly impact Proso Communications and our neighbors), and the Vernon Folsom Roundabout, to name a few. We look forward to the improvements to traffic flow, safety, and overall quality of transportation in the City through these and other planned efforts, and are excited about the opportunity to support communication efforts surrounding these projects.

Proso Communications prides itself on its successful approach to developing well-rounded public outreach and communication plans. PC is ready to work closely with the City as needed to create strategic campaigns which will include evaluation of current strategies and tactics, while analyzing audiences for reach and program effectiveness.

The team is adept at using existing research (if available) to assist with the development of the most strategic, efficient and cost-effective program. When research is not available, we do our own to create campaigns that work and that are cost-effective. We identify audiences, appropriate mediums to reach them, goals, objectives and potential challenges. Our campaigns include specific strategies, tailored tactics to meet the needs of each audience, timelines, deliverables and budgets. Campaigns are closely monitored, updated and refined as new information is available, evaluation is conducted and reporting of major milestones and achievements happen every step along the way. Our team also regularly works with key local partners, advisory groups and other stakeholders when developing outreach and communication plans, to obtain their input and feedback on outreach strategies and activities, and ensure that unique needs are identified and address.

The following provides a summary of the steps we would take to develop a comprehensive communications strategy and public outreach plan for City projects:

1. Meet with the City, engineering consultants and other relevant project team members to discuss the purpose of each communication project to support each public works project, identify goals and objectives and potential challenges of the public outreach program.
2. Conduct necessary research to gain perspective on potential issues or challenges, including identification of specific audiences impacted and the best mediums to reach them. This includes a review of current policies/procedures for public outreach and recommendations for any updates.
3. Brainstorm key strategies and tactics to develop a focused, comprehensive program to reach identified audiences.
4. Develop key messages and finalize with client approval.
5. Outline key strategies and tactics to be used in each campaign, including recommendations on tools to implement that will allow for the review and evaluation of each campaign/program.
6. Develop a timeline, list of deliverables, staff plan, budget and evaluation criteria for each campaign/program.
7. Meet with client to discuss plan, refine as needed and obtain final approval.
8. Execute plan and conduct ongoing evaluation and ensure regular communication with program team(s) to continue to make program refinements as new information is identified.
9. Update project plans based on evaluation, client feedback and other new information.
10. Provide regular recaps and summaries, as needed.

Prozio Communications will oversee the development and implementation of the following public outreach activities in support of the City's on-call Public Works projects:

Project Management

Prozio Communications will attend project planning and coordination meetings as needed, to provide strategic consultation regarding communication efforts throughout the duration of a project. All project management activities will be included under this task, and include project coordination, team calls and other unplanned coordination needs.

The following illustrates a general approach for outreach needs and deliverables. Prozio Communications will submit a detailed scope of work for each on-call public works project identified, including strategies and tactics, a schedule/timeline, budget with estimated hours by task, and deliverables.



Public Meetings

Prozio Communications will coordinate public meetings to provide an opportunity for the client/project team to share information about each project and the benefit to the community, and to listen to any concerns from the community. Workshops can be held virtually or in-person, and PC will work with the City to identify meeting sites/facilities within the identified communities, that are in central areas and easily accessible for residents (e.g., City facility, local community center). The PC team will coordinate all logistics for the meetings, including room set-up, registration table, securing any equipment needed (if not available at meeting facility), providing meeting supplies, and posting public meeting notices (if needed). PC can secure recording equipment, as well, should the project team determine it's necessary to maintain audio and/or video records of the meeting.

PC will work with the project team, including civil/environmental engineering consultants working on each project, to prepare a brief presentation for each meeting, as well as comment cards (printed and online options). Presentation slides may include a project overview, project area map and timeline, as well as a mechanism (e.g., email address) for submitting inquiries at a later date. Because we routinely work as a subcontractor to engineering firms, we are adept at providing the support they need for public meetings, whether required through CEQA/NEPA or done for scoping other informational purposes.

Focus Group and Survey Facilitation

Gaining the perspectives of stakeholders and the community on key messages, controversial issues, campaign themes and policy issues can help shape the way an outreach program is designed and implemented. Our staff is experienced in focus group research, one-on-one and small group interviews, telephone polling and emerging online research tools. We work closely with our research partner, True North Research, to help identify survey groups, utilizing the most effective research techniques for each group, such as focus groups and/or consumer surveys.

Prozio Communications will coordinate with the City/project team to draft survey questions, coordinate attendance at events or community sites to collect responses, as well as prepare a summary report. Our team has taken a similar approach for projects such as rebranding, health issues and transportation. Surveys may be distributed via mail and/or digitally using a contact list provided by the City/project team.

Collateral Development

Prozio Communications will develop informational materials as needed for each project including copywriting and design. Items may include, but are not limited to, flyers, post cards, tip cards, project boards, mailers, and website and social graphics for distribution to residents and businesses adjacent to a project area. Our team can also develop project fact sheets that describe the project background, purpose and benefit to the community, and includes contact information for residents to ask questions or submit concerns. Materials can be posted on the City's website and/or project website, shared on social media and distributed at public meetings.

Throughout the duration of a project, Prozio Communications will also develop any other graphics that are needed for community outreach or stakeholder engagement. Below is a sample approach to developing creative assets as needed.



Stakeholder Engagement

Prozio Communications will develop and maintain a categorized database of interested and potentially affected stakeholders for targeted outreach for each project. PC can also coordinate with the project team (i.e. engineering consultants and/or City staff) to support other stakeholder outreach efforts for each project. This may include conducting outreach to local elected officials, schools, business/neighborhood associations and other interested stakeholders in the area, to provide information and status updates regarding each project.

Strategic Planning

It takes dedication, research and time to develop an effective strategic plan. PC prides itself on its tireless approach to developing well-rounded public relations programs. Prosio Communications will work with the City to create a strategic plan, which will include an intense evaluation of current strategies while analyzing audiences for reach and tactic effectiveness. PC is adept at using existing research (if available) to assist with the completion of the most strategic, efficient and cost-effective program. If research is not available, we will conduct our own to create campaigns that work and that are cost-effective.

Communication Strategy and Counsel

Prosio Communications will work closely with the City to evaluate current campaign strategies, while analyzing what's working, what isn't working and what can be improved. From the analysis, our team will create a comprehensive outreach and communication plans with built in milestones and "check in" points, to ensure the plan's efficacy. PC will review the plan regularly and provide ongoing additions and changes to guarantee its effectiveness and that it includes the most up-to-date approach. Our team will also provide ongoing counsel to the City and each project team, acting as a sounding board and providing ongoing solutions proactively, as well as to problems as they arise.

EXHIBIT “B”

F. COST PROPOSAL

Upon agreement of the outreach scope and budget, Prosio Communications will finalize a program plan and budget, and complete services on a time and materials basis using the discounted hourly rates below.

Additionally, Prosio Communications will provide estimates for any direct hard costs of more than \$500. All direct costs will be billed at cost, with no mark-up to the City.

KEY PERSONNEL	ROLE	HOURLY RATE
Lori Prosio	Principal-in-Charge	\$200.00
Lindsay Pangburn	Project Manager (Outreach)	\$135.00
Courtney Moore	Project Manager (Creative)	\$135.00
Adrienne Sprenger	Project Manager (Support)	\$135.00
Matt Iwahiro	Content Development	\$110.00
Joe Menendez	Graphic Designer	\$100.00

PROSIO COMMUNICATIONS	HOURLY RATE
President/CEO	\$200.00
Vice President	\$165.00
Director	\$150.00
Account Supervisor/Project Manager	\$135.00
Senior Account Executive	\$125.00
Account Executive/Content Manager	\$110.00
Graphic Designer	\$100.00
Account Assistant	\$85.00
Account Coordinator	\$75.00
Administrative/Support	\$65.00



COUNCIL COMMUNICATION

CC #: 2543

File #: 0721-05 & 0201-01

Title: Creekview Bike Trail Open Space Parcels C-50 and C-51 - Reimbursement Agreement and Budget Adjustment

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

Meeting Date: 2/15/2023

Item #: 7.15.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council:

- 1) Adopt a resolution authorizing the City Manager to execute a Reimbursement Agreement for the Creekview Benchmark Post and Cable project between the City and Anthem United Creekwood Developments Limited Partnerships; and
- 2) Adopt an ordinance to approve a budget adjustment in the amount of \$31,850 to install post and cable fencing in Creekview Open Space parcels C50 and C51.

BACKGROUND

Pursuant to the Creekview Specific Plan and Development Agreement, the developer Anthem United Creekwood Developments Limited Partnerships is responsible for installing a Class I trail Project within Parcels C50 and C51. Although the bike trail is not expected to be constructed for a few more years, post and cable fencing is needed at this time to protect the open space in these parcels. Anthem United Creekwood Developments Limited Partnerships will install post and cable fencing where the trail will go along the open space as required. The developer is requesting reimbursement for this improvement, also pursuant to the Development Agreement.

FISCAL IMPACT

The developer, Anthem United Creekview Developments Limited Partnerships, will pay up-front costs for the fencing of the trail at an estimated cost of \$31,850. Reimbursement will be provided through bike trail development fees collected for Creekview Specific Plan. There is no fiscal impact to the General Fund.

ENVIRONMENTAL REVIEW

Development of the multi-use trail was previously evaluated in the Creekview Specific Plan EIR certified on September 19, 2012 and SCH NO - 2008032017, and identified in the associated Creekview Specific Plan. Based on results of an initial study, construction of the bike trail is found to be within the scope of the project covered by the Creekview Specific Plan Final EIR. As discussed in the Specific Plan EIR, the EIR provides environmental analysis of community infrastructure and facilities, including parks, pedestrian bridges, and bike trails, to the extent applicable. Because the project is consistent with the Creekview Specific Plan Final EIR and Specific Plan, no new effects would be expected to occur and all applicable mitigation measures from the Creekview Specific Plan EIR will be implemented during the design and construction of the Creekview Specific Plan multi-use trail. Because the proposed project meets the requirements identified in the State CEQA Guidelines Section 15183, no additional CEQA review is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal A - Remain fiscally responsible in a changing world

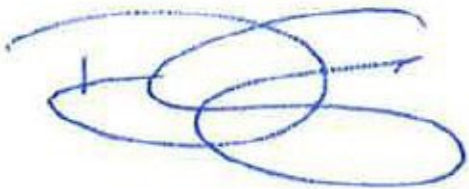
Goal C - Maintain a safe and healthy community

Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Suzanne Engelke, Assistant Transportation Planner

Jason Shykowski, Public Works Director

A handwritten signature in blue ink, appearing to read 'Dominick Casey', with a stylized, overlapping loop structure.

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 23-063

Reimbursement agreement

Ordinance 6616

Budget Adjustment

RESOLUTION NO. 23-063

APPROVING A REIMBURSEMENT AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND ANTHEM UNITED CREEKVIEW DEVELOPMENTS LIMITED PARTNERSHIP, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a City/Developer Reimbursement Agreement for the Creekview – Benchmark Drive Post and Cable project, by and between the City of Roseville and Anthem United Creekview Developments Limited Partnership, has been reviewed by the City Council.

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

CITY/DEVELOPER
REIMBURSEMENT AGREEMENT

(Project: Creekview – Benchmark Drive Post and Cable)

THIS AGREEMENT is made and entered into this ____ day of _____, 20__, by and between the City of Roseville, a municipal corporation, (“CITY”) and Anthem United Creekview Developments Limited Partnership, a Washington limited partnership (“DEVELOPER”); and

W I T N E S S E T H:

A. DEVELOPER is the owner of a certain parcel of real property under development within the City of Roseville, located in: Creekview Specific Plan, north of Benchmark Drive and described as Assessor’s Parcels Number 496-610-016 (the “C-51 Open Space Property”).

B. DEVELOPER has agreed to construct and install certain Public Improvements as shown within Exhibit “A” and described within Exhibit “B,” attached hereto and made part of this agreement (“Public Improvements”).

C. DEVELOPER and CITY will substantially benefit from the construction and installation of the Public Improvements as described in paragraph B above.

D. The total cost of constructing the Public Improvements as estimated using current prevailing wages and in accordance with the Improvement Plans is estimated as approximately thirty-one thousand, eight hundred and fifty dollars (\$31,850) (“Improvement Costs”), as more particularly set out in the breakdown of costs (“Breakdown of Costs”), Exhibit “C,” attached and incorporated by this reference.

E. Pursuant to the Breakdown of Costs, the parties have determined that the obligation of Improvement Costs will be allocated between CITY, and DEVELOPER as follows:

DEVELOPER	\$0
CITY	\$31,850
TOTAL	\$31,850

F. DEVELOPER and CITY desire to enter into this Agreement providing for the direct installation by DEVELOPER of the Public Improvements in accordance with the approved Improvement Plans, for subsequent reimbursement of the total Improvement Costs by CITY directly to DEVELOPER.

NOW, THEREFORE, in consideration of the covenants set forth herein, CITY and DEVELOPER hereby agree as follows:

1. Construction of the Public Improvements. DEVELOPER shall cause the Public Improvements to be constructed and installed in accordance with the approved Improvement Plans. DEVELOPER is also required, and the specifications and bid and contract documents shall require all contractors and subcontractors, to pay prevailing wages and to otherwise comply with applicable provisions of the California Labor Code, Government Code, and Public Contracts Code relating to public works projects of cities and/or as may be required by CITY standards and procedures.

2. Contractor Registration. No contractor or subcontractor may be listed on a bid proposal for the Public Improvements or work on the Public Improvements unless registered

with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

DEVELOPER shall be responsible for ensuring that these contractor registration requirements are adhered to since this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

3. Reimbursement of the Costs of the Public Improvements. In consideration of the satisfactory completion of the Public Improvements, CITY shall reimburse DEVELOPER for those portions of the Improvement Costs attributable to CITY as set forth in Recital E, hereof (the "Reimbursable Costs"). CITY and DEVELOPER acknowledge that the actual Reimbursable Costs may vary from the estimated costs, depending upon the actual costs of constructing and installing the Public Improvements. Any variation in costs shall be agreed to by the parties.

The Reimbursable Costs shall include the contract bid amount for the Public Improvements as reflected on the Breakdown of Costs and reasonable change orders, as approved by CITY.

4. Timing of Reimbursements. CITY shall reimburse DEVELOPER for the total Reimbursable Costs following acceptance by CITY of the Public Improvements and within thirty (30) days after submission by DEVELOPER and approval by CITY of itemized invoices evidencing the costs for which reimbursement is to be provided in accordance with this Agreement.

5. Permits. DEVELOPER shall be responsible for obtaining all necessary permits. CITY shall approve all plans prior to issuing any permit.

6. Changes in the Scope of Work. If during the course of construction field conditions require a change of scope different than contemplated in either Exhibit "A," "B" or

“C” as referenced above, and prior to making any changes that will effect the scope of this Agreement, the DEVELOPER shall contact CITY and get approval by CITY for those changes.

7. Prior To Commencement of Work. Prior to commencement of Work, DEVELOPER shall comply with the following: (1) obtain pre-approval from CITY of DEVELOPER’s construction documents; (2) cause its contractor to obtain an encroachment permit from City prior to commencement of construction activities in CITY’s right of way (and adjacent thereto); and, (3) cause its contractor to provide insurance and related documentation to CITY in accordance with Paragraph 9 of this Agreement. In addition, as required by California Labor Code Section 1773.3, DEVELOPER shall notify the Department of Industrial Relations of the project within five (5) days of the award of a contract to a contractor for the Public Improvements.

8. DEVELOPER shall be responsible for any future costs associated with post and cable fence removals if needed (i.e., in order to make room for the new trail) or modifications. Any damage to the fence during construction of the trail shall be repaired at DEVELOPER’s expense.

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

active negligence or willful misconduct. The parties intend that this provision shall be broadly construed.

DEVELOPER's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement. 10.

10. Insurance. Prior to the issuance of an encroachment permit and commencement of any field construction for those certain improvements as shown on Exhibit "A," the DEVELOPER shall, or shall cause its contractor to, have on file with CITY throughout the duration of construction and maintain in full force the following policies of insurance:

<u>POLICY</u>	<u>LIMITS OF LIABILITY</u>
Commercial General Liability, Including endorsements for comprehensive form, premises operations, products/completed operations, broad form property damage, independent contractors, contractual, personal injury, explosion/collapse and underground hazard	Bodily Injury: \$2,000,000 each occurrence \$4,000,000 aggregate Property Damage: \$2,000,000 each occurrence Personal Injury: \$2,000,000 each occurrence \$4,000,000 aggregate
Workers' Compensation	Statutory
Automobile Liability	\$1,000,000 combined single limit

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

b. Additional Insureds. DEVELOPER shall also provide a separate endorsement form or section of the policy showing CITY, its officers, agents, employees and volunteers as additional insureds for each type of coverage, prior to undertaking any work hereunder. Such insurance shall specifically cover the contractual liability of DEVELOPER. The additional insured coverage under the DEVELOPER's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from CITY's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office ("ISO") CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this Agreement; or (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.

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

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

e. Contractors. DEVELOPER agrees to include in its contracts with all contractors the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, to the extent they apply to the scope of the contractor's work. Furthermore, DEVELOPER shall require its contractors to agree to be bound to DEVELOPER and CITY in the same manner and to the same extent as DEVELOPER is bound to CITY under this Agreement. Additionally, DEVELOPER shall obligate its contractors to comply with these same provisions with respect to any subcontractor, regardless of tier. A copy of CITY's indemnity and insurance provisions will be furnished to the contractor or any 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. DEVELOPER hereby agrees to waive subrogation which any insurer of DEVELOPER may acquire from DEVELOPER by virtue of the payment of any loss under a Workers Compensation, Commercial General Liability or Automobile Liability policy. All Workers Compensation, Commercial General Liability and Automobile Liability policies shall be endorsed with a waiver of subrogation in favor of CITY, its officers, agents, employees and volunteers for all work performed by DEVELOPER, its employees, agents and subcontractors.

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

11. Obligations Arising From Agreement. Neither the General Fund, nor any other fund or monies of CITY, except for Roseville Traffic Mitigation Fees or similar traffic mitigation funds or accounts, shall be utilized for payment of any obligations arising from this Agreement. Neither the credit nor the taxing power of CITY is pledged for the payment of any obligations arising from this Agreement. CITY's obligations arising from this Agreement are not a debt of CITY, or a legal or equitable pledge, charge, lien or encumbrance upon any of its property, or upon any of its income, receipts or revenues.

12. Successors and Assigns. Each and every provision of this Agreement shall be binding and inure to the benefit of the successors and assigns of the parties hereto.

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

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

15. 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.

16. 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 executed this Agreement in duplicate by its City Manager and CONSULTANT has caused this Agreement to be duly executed.

CITY OF ROSEVILLE, a
municipal corporation

ANTHEM UNITED CREEKVIEW
DEVELOPMENTS LIMITED
PARTNERSHIP, a Washington limited
partnership

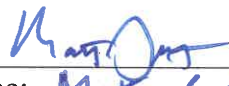
BY: _____
DOMINICK CASEY
City Manager

BY:  _____
print name: Brian Moore
its: Vice President

ATTEST:

and

BY: _____
CARMEN AVALOS
City Clerk

BY:  _____
print name: Matt Gustus
its: Vice President

(SIGNATURES CONTINUED ON NEXT PAGE)

APPROVED AS TO FORM:

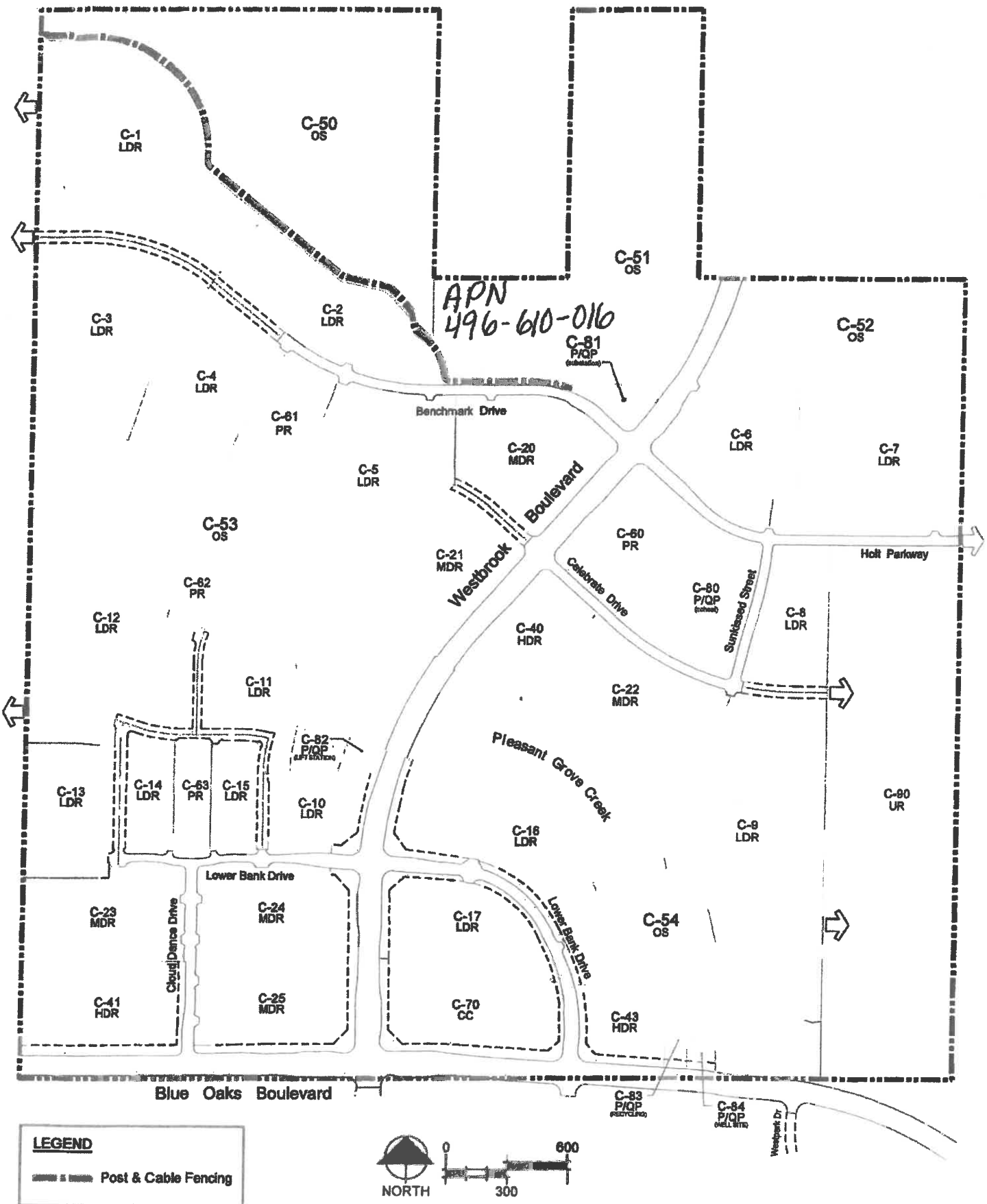
BY: _____
MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUBSTANCE:

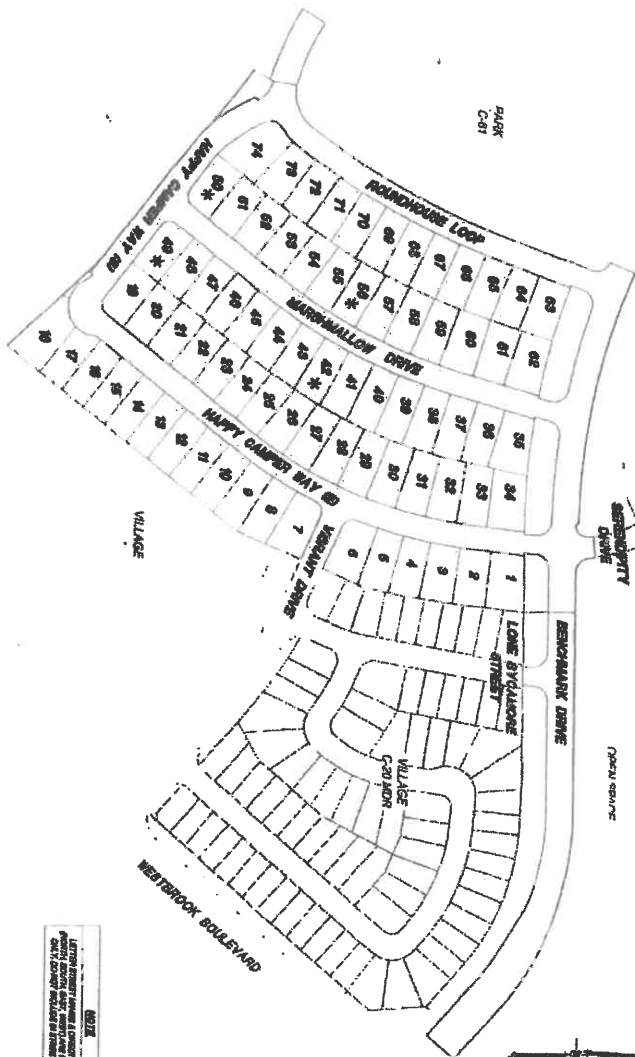
BY: _____
JASON SHYKOWSKI
Public Works Director

EXHIBIT A
DEPICTION OF PUBLIC IMPROVEMENTS

Exhibit A
Post & Cable Fence Improvements



IMPROVEMENT PLANS FOR: CREEKVIEW PHASE 3 - VILLAGES 6205 BENCHMARK DRIVE CITY OF ROSEVILLE, CALIFORNIA



NOTE: ALL LOT AREA, FRONT YARD, SIDE YARD, AND REAR YARD SETBACKS SHALL BE AS SHOWN ON THIS PLAN. ANY CHANGES TO THESE SETBACKS SHALL BE APPROVED BY THE CITY OF ROSEVILLE PLANNING DEPARTMENT.

SITE PLAN
SCALE: 1"=50'

THESE IMPROVEMENTS SHALL NOT BE CONSIDERED AS A GUARANTEE OF THE CITY OF ROSEVILLE'S ABILITY TO PROVIDE THE IMPROVEMENTS. THE CITY OF ROSEVILLE SHALL BE RESPONSIBLE FOR THE DESIGN, CONSTRUCTION, AND MAINTENANCE OF THE IMPROVEMENTS. THE CITY OF ROSEVILLE SHALL BE RESPONSIBLE FOR THE DESIGN, CONSTRUCTION, AND MAINTENANCE OF THE IMPROVEMENTS.

UTILITY	REPRESENTATION	PHONE
WATER	STANDARD SYMBOL	916.781.2345
SEWER	STANDARD SYMBOL	916.781.2345
GAS	STANDARD SYMBOL	916.781.2345
ELECTRIC	STANDARD SYMBOL	916.781.2345
TELEPHONE	STANDARD SYMBOL	916.781.2345
CABLE	STANDARD SYMBOL	916.781.2345
INTERNET	STANDARD SYMBOL	916.781.2345
OTHER	STANDARD SYMBOL	916.781.2345

VALUES	STANDARD	REPRESENTATION	PHONE
1. THE CITY OF ROSEVILLE SHALL BE RESPONSIBLE FOR THE DESIGN, CONSTRUCTION, AND MAINTENANCE OF THE IMPROVEMENTS.	STANDARD SYMBOL	STANDARD SYMBOL	916.781.2345
2. THE CITY OF ROSEVILLE SHALL BE RESPONSIBLE FOR THE DESIGN, CONSTRUCTION, AND MAINTENANCE OF THE IMPROVEMENTS.	STANDARD SYMBOL	STANDARD SYMBOL	916.781.2345
3. THE CITY OF ROSEVILLE SHALL BE RESPONSIBLE FOR THE DESIGN, CONSTRUCTION, AND MAINTENANCE OF THE IMPROVEMENTS.	STANDARD SYMBOL	STANDARD SYMBOL	916.781.2345
4. THE CITY OF ROSEVILLE SHALL BE RESPONSIBLE FOR THE DESIGN, CONSTRUCTION, AND MAINTENANCE OF THE IMPROVEMENTS.	STANDARD SYMBOL	STANDARD SYMBOL	916.781.2345
5. THE CITY OF ROSEVILLE SHALL BE RESPONSIBLE FOR THE DESIGN, CONSTRUCTION, AND MAINTENANCE OF THE IMPROVEMENTS.	STANDARD SYMBOL	STANDARD SYMBOL	916.781.2345

CITY OF ROSEVILLE PLANNING DEPARTMENT PROJECT NO. 123456	NO. 123456
ADDRESS: 6205 BENCHMARK DRIVE, ROSEVILLE, CA 95747	ADDRESS: 6205 BENCHMARK DRIVE, ROSEVILLE, CA 95747
APPROVED BY: [Signature]	APPROVED BY: [Signature]
DATE: 10/10/2020	DATE: 10/10/2020

COVER SHEET

PROJECT NO. 18431.PHX.V5

CITY OF ROSEVILLE

DATE: 10/10/2020

DESIGNED BY: [Name]

DRAWN BY: [Name]

CHECKED BY: [Name]

APPROVED BY: [Signature]

DATE: 10/10/2020

City of Roseville Approved

REVISIONS

NO.	DESCRIPTION	DATE
1	INITIAL DESIGN	10/10/2020
2	REVISION 1	10/10/2020
3	REVISION 2	10/10/2020
4	REVISION 3	10/10/2020
5	REVISION 4	10/10/2020
6	REVISION 5	10/10/2020
7	REVISION 6	10/10/2020
8	REVISION 7	10/10/2020
9	REVISION 8	10/10/2020
10	REVISION 9	10/10/2020
11	REVISION 10	10/10/2020
12	REVISION 11	10/10/2020
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37	REVISION 36	10/10/2020
38	REVISION 37	10/10/2020
39	REVISION 38	10/10/2020
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99	REVISION 98	10/10/2020
100	REVISION 99	10/10/2020

LEGEND

1. EASEMENT

2. SETBACK

3. UTILITY

4. LOT

5. STREET

6. DRIVE

7. ALLEY

8. PARKWAY

9. BOULEVARD

10. HIGHWAY

11. RAMP

12. ON-RAMP

13. OFF-RAMP

14. INTERCHANGE

15. BRIDGE

16. TUNNEL

17. UNDERPASS

18. OVERPASS

19. VIADUCT

20. GROUNDWATER

21. SURFACE WATER

22. WETLAND

23. FLOODPLAIN

24. COASTAL ZONE

25. HISTORIC DISTRICT

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27. LANDMARK

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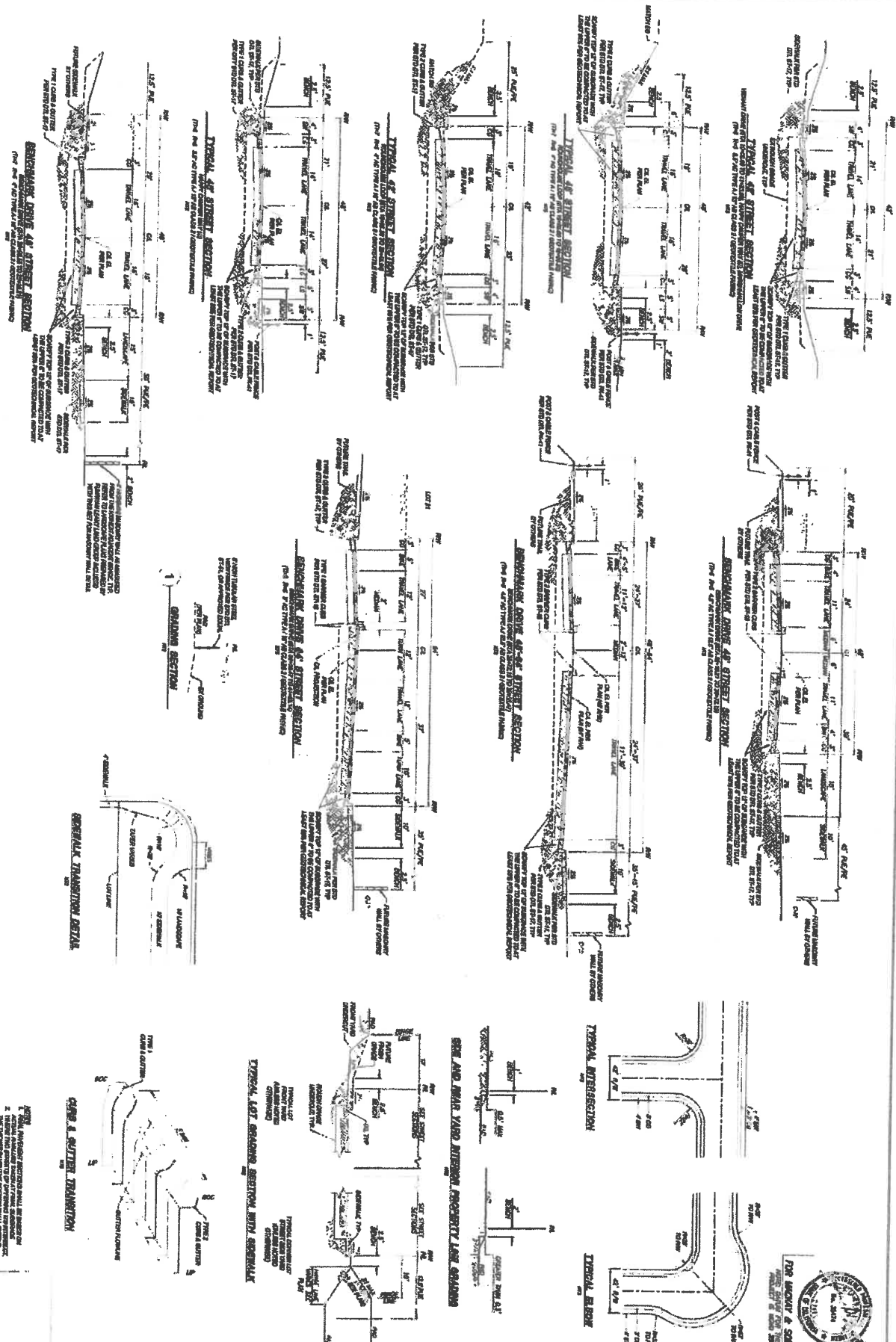
96. MONUMENT

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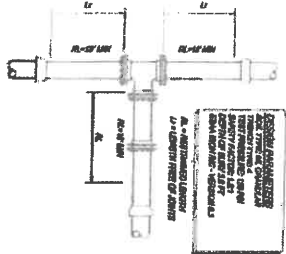
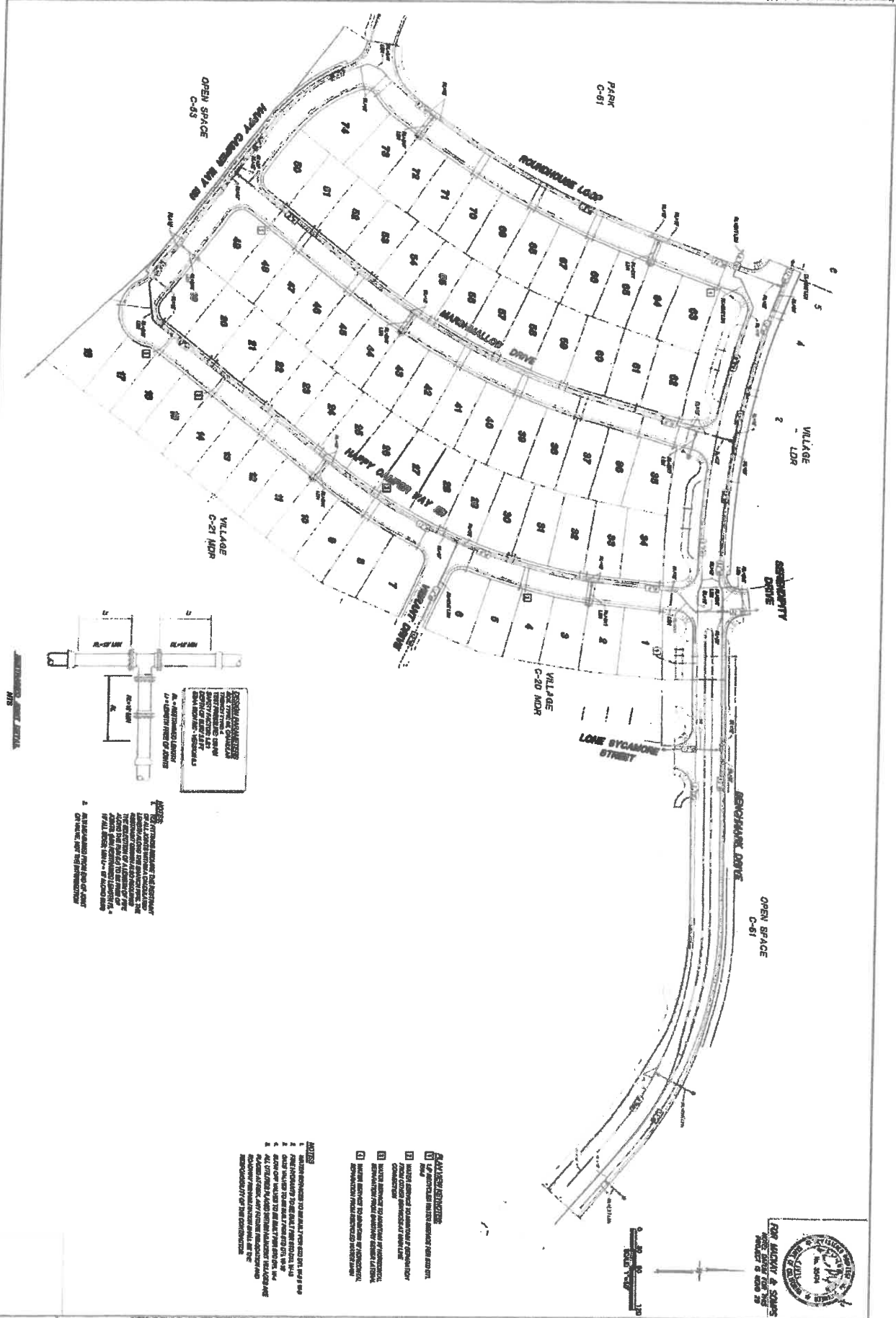
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WATER METER

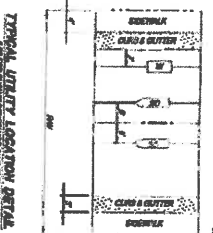
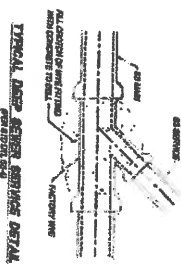
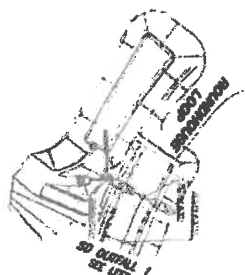
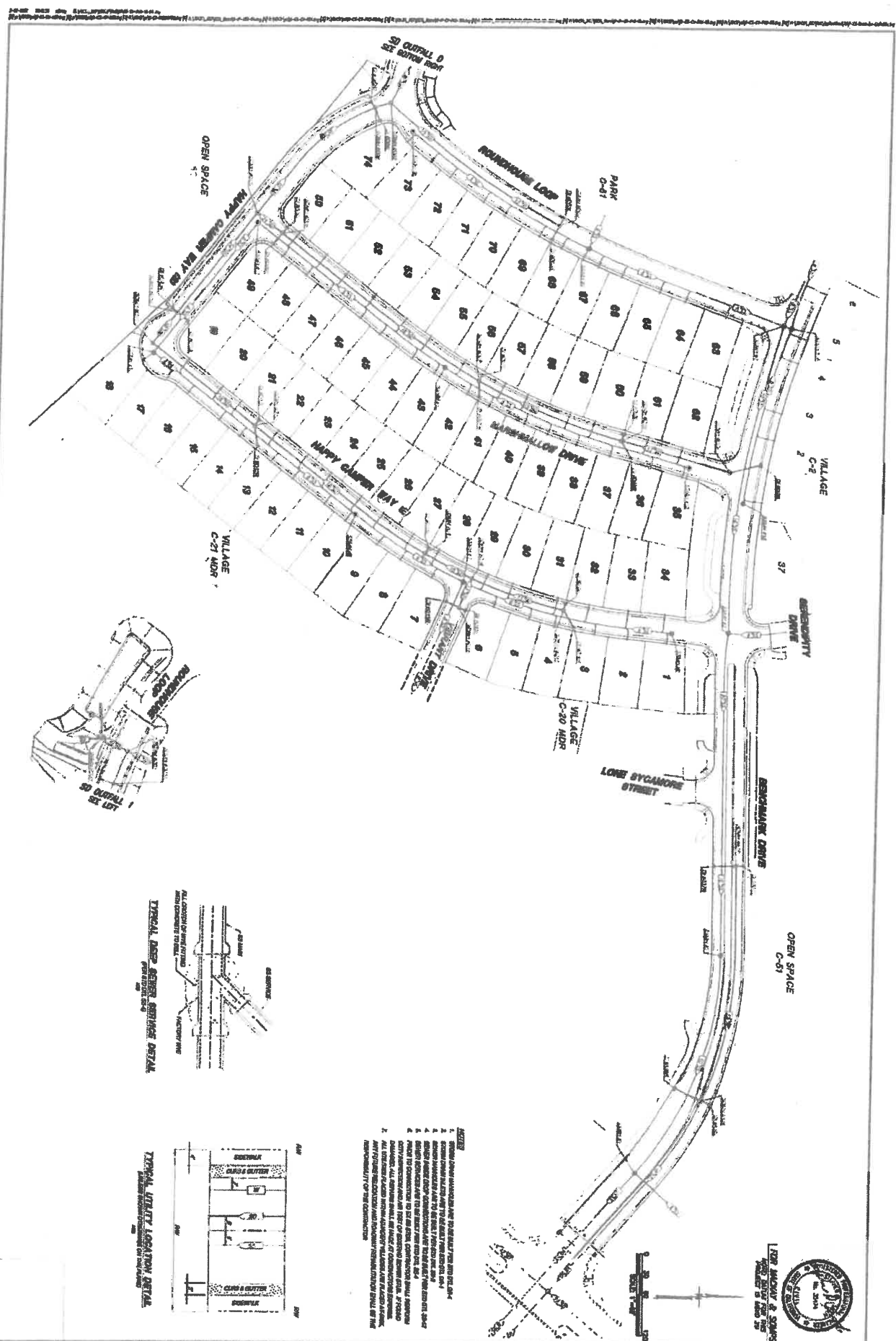
NOTES:
1. ALL LOT AREAS SHALL BE GRADED TO THE FINISH GRADE SHOWN ON THIS PLAN.
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NOTES

1. ALL UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF ROSEVILLE SPECIFICATIONS.
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EXHIBIT B
DESCRIPTION OF PUBLIC IMPROVEMENTS

Exhibit B

Description

The Developer has agreed to install post and cable fencing north of Benchmark Drive adjacent to a future bike trail in Open Space Parcel C-51 in Creekview Specific Plan. The fencing will begin along Benchmark at the west boundary of Parcel C-81 and continue west to the boundary of C-51, east of Serendipity Drive.

EXHIBIT C
BREAKDOWN OF COSTS

Exhibit C
Post & Cable Fence Cost Estimate

No.	Description	Quantity	Units	Unit Price	Amount
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Benchmark Drive

1	Post & Cable Fencing	650	LF	\$ 35.00	\$ 22,750.00
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Benchmark Drive Subtotal: \$ 22,750.00
20% Soft Costs: \$ 4,550.00
20% Contingency: \$ 4,550.00
Estimated Benchmark Drive Total: \$ 31,850.00

Village C-2

2	Post & Cable Fencing	1,280	LF	\$ 35.00	\$ 44,800.00
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Village C-2 Subtotal: \$ 44,800.00
20% Soft Costs: \$ 8,960.00
20% Contingency: \$ 8,960.00
Estimated Village C-2 Total: \$ 62,720.00

Village C-1

3	Post & Cable Fencing	1,600	LF	\$ 35.00	\$ 56,000.00
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Village C-1 Subtotal: \$ 56,000.00
20% Soft Costs: \$ 11,200.00
20% Contingency: \$ 11,200.00
Estimated Village C-1 Total: \$ 78,400.00

Estimated Grand Total: \$ 172,970.00

ORDINANCE NO. 6616

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 the Creekview Bike Trail Open Space C-50 and C-51 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

REQUESTER NAME & TITLE: Ed Scofield, Alternative Transportation Manager FISCAL YEAR: 2022-23
 PREPARER NAME & TITLE: Suzanne Engelke, Assistant Transportation Planner COUNCIL DATE (if applicable): 2/15/2023
 DEPARTMENT/DIVISION: PW / Alternative Transportation ORDINANCE: _____

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
3323	6587	84001	500328	31,850	Establish construction budget for the Creekview Open Space C-50 and C-51 Bike Trail
TOTAL				31,850	

REVENUES/TRANSFERS IN

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
TOTAL				-	

NET ADJUSTMENT	31,850
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FUND BALANCE

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
3323				(31,850)	Reduce Bike Trail - Creekview Fund Balance
TOTAL				(31,850)	

Justification for Budget Adjustment:

This budget adjustment is requested to establish project #500328 - Creekview Bike Trail Open Space C-50 and C-51. This budget will pay for the reimbursement agreement with Anthem United Creekview Developments Limited Partnership to construct a Class I trail in Creekview Specific Plan Parcels C-50 and C-51. The funding for this trail project comes from fees collected in Fund 3323 - Bike Trail - Creekview Fund Balance. There is no impact or cost to the General Fund for this 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



COUNCIL COMMUNICATION

CC #: 2539

File #: 0201 & 0201-01

Title: Fiscal Year 2022-23 - Budget Adjustments
Contact: Scott Pettingell 916-746-1306 spettingell@roseville.ca.us

Meeting Date: 2/15/2023

Item #: 7.16.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt an ordinance to approve adjustments to the Fiscal Year (FY) 2022-23 budget.

BACKGROUND

Staff recommends the following adjustments to the FY2022-23 budget:

- 1. Community Facilities District (CFD) 3 Municipal Services Fund** - The recommended budget adjustment includes the transfer of \$134,880 in available funds from the CFD 3 Municipal Services Fund (Fund 2112) to the General Fund (Fund 1001), which is the result of the net amount available, after administrative expenses, from the tax payment that was received in August and accounted for in the CFD 3 Municipal Services Fund. Revenue from the CFD 3 Municipal Services Fund is used to offset the cost of Police and Fire General Fund expenditures.
- 2. Youth Sports Coalition (YSF)** - Beginning in FY2019-20, expenditures made on behalf of the YSC were charged to the Citywide Park Fund (Fund 3303) without the appropriate offsetting reimbursement from the YSC Fund (Fund 1201). This budget adjustment will correct the reimbursement by moving funds from the YSC Fund to the Citywide Park Fund to ensure the fund balance reflects actual spending by the Youth Sports Coalition.
- 3. Maidu Sports Complex Turf Conversion** - The Maidu Soccer Complex Turf Conversion project is completed and ready to be closed. This budget adjustment will increase project funding by \$6,277 in the Parks Recreation and Library Capital Projects Fund (Fund 3130) due to project costs coming in slightly above the \$529,000 budget in this fund. This budget adjustment will also remove the remaining budget of \$49,876 in General Capital Projects Fund (Fund 3110) to close the project and transfer these funds to the Parks Recreation and Library Capital Projects to prepare Fund 3110 for the closure.
- 4. Traffic Safety Fund** - This budget adjustment is to correctly reflect the revenue budget for the Traffic Safety Fund (Fund 2321), which is funded by vehicle code fines, parking violation fines, and other fines and penalties received by the City. Due to an oversight, this \$210,000 revenue budget was not included in the FY2022-23 budget.
- 5. Vernon St. Roundabout Project Cancellation** - On January 18, 2023, the City Council approved the Vernon Atlantic Multimodal Safety Improvement project. This project replaces the Vernon St. Roundabout project. This recommended budget adjustment will return \$85,871 to the fund balance (Fund 2305 - Highway Users Tax) due to the cancellation of the Vernon St. Roundabout project.
- 6. Enterprise Resource Planning (ERP)/Timekeeping Project Closure** - The ERP and Timekeeping projects were completed and are ready for closure. The remaining unspent funds, totaling approximately \$306,000 in the ERP project and \$570,000 in the Timekeeping project, are recommended to be returned to the funds that contributed to the projects.

FISCAL IMPACT

The recommended adjustments to the FY2022-23 budget will result in the following changes in budget and available resources. There are adequate resources available within all of the impacted funds. Combined, the recommended budget adjustments will increase available resources in the General Fund by \$528,850.

Budget Adjustment	Fund	Change in Expenditure/Expense Budget	Change in Revenue Budget	Change in Available Resources
1. Community Facilities District	General Fund (1001)	\$ -	\$ 134,880	\$ 134,880

(CFD) 3 Municipal Services Fund	CFD 3 Fund (2112)	\$ 134,880	\$ -	\$ (134,880)
2. Youth Sports Coalition (YSF)	Citywide Park Fund (3303)	\$ -	\$ 46,039	\$ 46,039
	Youth Sports Coalition Fund (1201)	\$ 46,039	\$ -	\$ (46,039)
3. Maidu Sports Complex Turf Conversion	General Capital Projects Fund (3110) *	\$ -	\$ -	\$ -
	Parks Recreation and Library Capital Projects Fund (3130)	\$ 6,277	\$ 49,876	\$ 43,599
4. Traffic Safety Fund	Traffic Safety Fund (2321)	\$ -	\$ 210,000	\$ 210,000
5. Vernon St. Roundabout Project Cancellation	Highway Users Tax (2305)	\$ (85,871)	\$ -	\$ 85,871
6. Enterprise Resource Planning (ERP) /Timekeeping Project Closure	General Capital Projects Fund (3110) *	\$ -	\$ -	\$ -
	Various Funds	\$ -	\$ 876,144	\$ 876,144

* Recommended budget adjustment nets to zero within the General Capital Projects Fund (3110)

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378. Approval of the recommended adjustments to the FY2022-23 budget 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,

Scott Pettingell, Assistant Finance Director

Dennis Kauffman, Assistant City Manager/Chief Financial Officer

Dominick Casey, City Manager

ATTACHMENTS:

Description

Ordinance 6615

- 1 - Budget Adjustment - CFD #3
- 2 - Budget Adjustment - Youth Sports Coalition
- 3 - Budget Adjustment - Maidu Turf Conversion
- 4 - Budget Adjustment - Traffic Safety Fund Revenue
- 5 - Budget Adjustment - Vernon St. Roundabout
- 6 - Budget Adjustment - ERP/Time Keeping Project Closure

ORDINANCE NO. 6615

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 attached budget adjustments.

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): 2/15/23

DEPARTMENT/DIVISION: Finance ORDINANCE: _____

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
2112	6801	10001		134,880	Transfer available funds in CFD 3 (Fund 2112) to the General Fund (1001)
TOTAL				134,880	

REVENUES/TRANSFERS IN

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
1001	4801	10001		134,880	Transfer available funds in CFD 3 (Fund 2112) to the General Fund (1001)
TOTAL				134,880	

NET ADJUSTMENT	-
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FUND BALANCE

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
1001				134,880	Increase in available resources to Fund 1001
2112				(134,880)	Decrease in available resources to Fund 2112
TOTAL				-	

Justification for Budget Adjustment:

The recommended budget adjustment includes the transfer of available funds in CFD 3 (Fund 2112) to the General Fund (1001), which is the result of the net amount available, after administrative expenses, from the County tax payment that was received in August for Fund 2112 (CFD 3, Municipal Services). Revenue from CFD 3, Municipal Services is used to offset the cost of Police and Fire General Fund expenditures (Fund 1001).

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 _____



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): 2/15/23
 DEPARTMENT/DIVISION: PRL ORDINANCE: _____

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
1201	6801	10001		46,039	Transfer funds from Fund 1201 to Fund 3303
TOTAL				46,039	

REVENUES/TRANSFERS IN

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
3303	4801	10001		46,039	Transfer funds from Fund 1201 to Fund 3303
TOTAL				46,039	

NET ADJUSTMENT	-
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FUND BALANCE

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
3303				46,039	Increase in available resources
1201				(46,039)	Decrease in available resources
TOTAL				-	

Justification for Budget Adjustment:

Beginning in FY 2019-20, expenditures made on behalf of the Youth Sports Coalition (YSC) were charged to Fund 3303 (Citywide Park) without the appropriate offsetting reimbursement from Fund 1201 (YSC). This budget adjustment will correct the reimbursement by moving funds from Fund 1201 to Fund 3303 to ensure the fund balance reflects actual spending by the Youth Sports Coalition.

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			



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): 2/15/23
 DEPARTMENT/DIVISION: PRL ORDINANCE: _____

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
3130	5301	84001	500087	6,277	Increase budget for Maidu Soccer Complex Turf Conversion project
3110	6587	84001	500087	(49,876)	Remove remaining budget - close project 500087
3110	6801	10001		49,876	Transfer fund balance to prepare Fund 3110 for closure
TOTAL				6,277	

REVENUES/TRANSFERS IN

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
3130	4801	10001		49,876	Transfer fund balance to prepare Fund 3110 for closure
TOTAL				49,876	

NET ADJUSTMENT	(43,599)
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FUND BALANCE

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
3130				43,599	Increase in available resources
TOTAL				43,599	

Justification for Budget Adjustment:

The Maidu Soccer Complex Turf Conversion project is completed and ready to be closed. This budget adjustment will increase project funding by \$6,277 in Fund 3130 - Parks Recreation and Library Capital Projects due to overage. It will also remove remaining budget of \$49,876 in Fund 3110 - General Capital Projects in order to close the project. And transfer these funds from Fund 3110 - General Capital Projects to Fund 3130 - Parks Recreation and Library Capital Projects to prepare Fund 3110 for closure.

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	



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): _____
 DEPARTMENT/DIVISION: Police ORDINANCE: _____

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
TOTAL				-	

REVENUES/TRANSFERS IN

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
2321	4551	10001		45,000	Increase Revenue for Vehicle Code Fines
2321	4555	10001		15,000	Increase Revenue for Parking Violation Fines
2321	4590	10001		150,000	Increase Revenue for Other Fines and Penalties
TOTAL				210,000	

NET ADJUSTMENT	(210,000)
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FUND BALANCE

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
2321				210,000	Increase available resources
TOTAL				210,000	

Justification for Budget Adjustment:

This budget adjustment is to correctly reflect the revenue budget under the Traffic Safety Fund for Vehicle Code Fines, Parking Violation Fines, and Other Fines and Penalties received by the Roseville Police Department. Due to an oversight, this revenue budget was not included in the FY2022-23 budget.

REQUIRED APPROVALS:			
 REQUESTING DEPARTMENT HEAD / DESIGNEE	12/20/22 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



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): 2/15/23
 DEPARTMENT/DIVISION: Public Works ORDINANCE: _____

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
2305	5080	84001	500118	(85,871)	Reduce budget for Vernon St Roundabout Project
TOTAL				(85,871)	

REVENUES/TRANSFERS IN

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
TOTAL				-	

NET ADJUSTMENT	(85,871)
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FUND BALANCE

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
2305				85,871	Increase in available resources
TOTAL				85,871	

Justification for Budget Adjustment:

On January 18, 2023, the City Council approved the Vernon Atlantic Multimodal Safety Improvement project. This project replaces the Vernon St. Roundabout project. This recommended budget adjustment will return \$85,871 to fund balance (Fund 2305 - Highway Users Tax) due to the cancelation of Vernon St. Roundabout project.

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



REQUEST FOR BUDGET ADJUSTMENT

REQUESTER NAME & TITLE: Lisa Green, ERP Program Manager FISCAL YEAR: 2022-23
 PREPARER NAME & TITLE: Lisa Green, ERP Program Manager COUNCIL DATE (if applicable): 2/15/2023
 DEPARTMENT/DIVISION: Finance - ERP Support 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	
TOTAL				-	

NET ADJUSTMENT	-
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FUND BALANCE

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
TOTAL				-	

Justification for Budget Adjustment:

The following Capital Improvement Projects are completed and ready for closure. Existing budgets need to be removed in order to close each project.

400069 - Enterprise Resource Planning
 Completed Project - \$305,950 variance is due to costs coming in under budget estimates.
 500093 - ERP Timekeeping Replacement
 Completed Project - \$570,194 variance is due to costs coming in under budget estimates.

This \$876,144 Budget Adjustment is requested to eliminate the remaining budgets and return the unspent funds to the fund balance.

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

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EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
3110	5393	84001	400069	(305,950)	reduce budget - close 400069 - Enterprise Resource Planning
3110	6801	10001		305,950	transfer out - closing project 400069
3110	5080	84001	500093	(570,194)	reduce budget - close 500093 - ERP Timekeeping
3110	6801	10001		570,194	transfer out - closing project 500093
TOTAL				-	

REVENUES/TRANSFERS IN

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
1001	4801	10001		393,970	transfer in from 3110 - closing projects 400069 & 500093
1030	4801	10001		182	transfer in from 3110 - closing projects 400069 & 500093
1130	4801	10001		2,162	transfer in from 3110 - closing projects 400069 & 500093
2006	4801	10001		412	transfer in from 3110 - closing projects 400069 & 500093
2007	4801	10001		168	transfer in from 3110 - closing projects 400069 & 500093
2008	4801	10001		557	transfer in from 3110 - closing projects 400069 & 500093
2010	4801	10001		292	transfer in from 3110 - closing projects 400069 & 500093
2011	4801	10001		243	transfer in from 3110 - closing projects 400069 & 500093
2014	4801	10001		214	transfer in from 3110 - closing projects 400069 & 500093
2015	4801	10001		139	transfer in from 3110 - closing projects 400069 & 500093
2017	4801	10001		227	transfer in from 3110 - closing projects 400069 & 500093
2019	4801	10001		580	transfer in from 3110 - closing projects 400069 & 500093
2021	4801	10001		580	transfer in from 3110 - closing projects 400069 & 500093
2023	4801	10001		580	transfer in from 3110 - closing projects 400069 & 500093
2101	4801	10001		193	transfer in from 3110 - closing projects 400069 & 500093
2102	4801	10001		193	transfer in from 3110 - closing projects 400069 & 500093
2103	4801	10001		193	transfer in from 3110 - closing projects 400069 & 500093
2104	4801	10001		580	transfer in from 3110 - closing projects 400069 & 500093
2105	4801	10001		580	transfer in from 3110 - closing projects 400069 & 500093
2106	4801	10001		580	transfer in from 3110 - closing projects 400069 & 500093
2107	4801	10001		580	transfer in from 3110 - closing projects 400069 & 500093
2108	4801	10001		580	transfer in from 3110 - closing projects 400069 & 500093
2109	4801	10001		580	transfer in from 3110 - closing projects 400069 & 500093
2110	4801	10001		580	transfer in from 3110 - closing projects 400069 & 500093
2111	4801	10001		580	transfer in from 3110 - closing projects 400069 & 500093
2113	4801	10001		1,160	transfer in from 3110 - closing projects 400069 & 500093
2114	4801	10001		580	transfer in from 3110 - closing projects 400069 & 500093
2115	4801	10001		568	transfer in from 3110 - closing projects 400069 & 500093
2117	4801	10001		580	transfer in from 3110 - closing projects 400069 & 500093
2119	4801	10001		580	transfer in from 3110 - closing projects 400069 & 500093
2120	4801	10001		891	transfer in from 3110 - closing projects 400069 & 500093
2201	4801	10001		365	transfer in from 3110 - closing projects 400069 & 500093
2210	4801	10001		412	transfer in from 3110 - closing projects 400069 & 500093
2220	4801	10001		163	transfer in from 3110 - closing projects 400069 & 500093
2230	4801	10001		235	transfer in from 3110 - closing projects 400069 & 500093
2240	4801	10001		1,275	transfer in from 3110 - closing projects 400069 & 500093
2305	4801	10001		1,783	transfer in from 3110 - closing projects 400069 & 500093
2321	4801	10001		85	transfer in from 3110 - closing projects 400069 & 500093
2401	4801	10001		133	transfer in from 3110 - closing projects 400069 & 500093
2521	4801	10001		734	transfer in from 3110 - closing projects 400069 & 500093
2541	4801	10001		105	transfer in from 3110 - closing projects 400069 & 500093
2591	4801	10001		1,406	transfer in from 3110 - closing projects 400069 & 500093
2594	4801	10001		1,440	transfer in from 3110 - closing projects 400069 & 500093
2701	4801	10001		91	transfer in from 3110 - closing projects 400069 & 500093
2821	4801	10001		263	transfer in from 3110 - closing projects 400069 & 500093
2824	4801	10001		147	transfer in from 3110 - closing projects 400069 & 500093
2841	4801	10001		569	transfer in from 3110 - closing projects 400069 & 500093
3002	4801	10001		702	transfer in from 3110 - closing projects 400069 & 500093
3006	4801	10001		301	transfer in from 3110 - closing projects 400069 & 500093

3007	4801	10001		580	transfer in from 3110 - closing projects 400069 & 500093
3012	4801	10001		142	transfer in from 3110 - closing projects 400069 & 500093
3151	4801	10001		1,242	transfer in from 3110 - closing projects 400069 & 500093
3201	4801	10001		4,444	transfer in from 3110 - closing projects 400069 & 500093
3210	4801	10001		689	transfer in from 3110 - closing projects 400069 & 500093
3303	4801	10001		249	transfer in from 3110 - closing projects 400069 & 500093
3355	4801	10001		174	transfer in from 3110 - closing projects 400069 & 500093
3360	4801	10001		108	transfer in from 3110 - closing projects 400069 & 500093
3380	4801	10001		209	transfer in from 3110 - closing projects 400069 & 500093
3390	4801	10001		457	transfer in from 3110 - closing projects 400069 & 500093
4001	4801	10001		14,905	transfer in from 3110 - closing projects 400069 & 500093
4005	4801	10001		6,101	transfer in from 3110 - closing projects 400069 & 500093
4061	4801	10001		4,830	transfer in from 3110 - closing projects 400069 & 500093
4065	4801	10001		216	transfer in from 3110 - closing projects 400069 & 500093
4101	4801	10001		13,146	transfer in from 3110 - closing projects 400069 & 500093
4251	4801	10001		221	transfer in from 3110 - closing projects 400069 & 500093
4271	4801	10001		164	transfer in from 3110 - closing projects 400069 & 500093
4274	4801	10001		1,243	transfer in from 3110 - closing projects 400069 & 500093
4276	4801	10001		308	transfer in from 3110 - closing projects 400069 & 500093
6001	4801	10001		177,080	transfer in from 3110 - closing projects 400069 & 500093
6101	4801	10001		15,778	transfer in from 3110 - closing projects 400069 & 500093
6130	4801	10001		49,538	transfer in from 3110 - closing projects 400069 & 500093
6201	4801	10001		13,537	transfer in from 3110 - closing projects 400069 & 500093
6230	4801	10001		48,637	transfer in from 3110 - closing projects 400069 & 500093
6301	4801	10001		13,537	transfer in from 3110 - closing projects 400069 & 500093
6330	4801	10001		34,917	transfer in from 3110 - closing projects 400069 & 500093
6511	4801	10001		10,418	transfer in from 3110 - closing projects 400069 & 500093
6520	4801	10001		4,584	transfer in from 3110 - closing projects 400069 & 500093
6540	4801	10001		940	transfer in from 3110 - closing projects 400069 & 500093
6591	4801	10001		12,412	transfer in from 3110 - closing projects 400069 & 500093
7001	4801	10001		13,334	transfer in from 3110 - closing projects 400069 & 500093
7411	4801	10001		580	transfer in from 3110 - closing projects 400069 & 500093
7414	4801	10001		580	transfer in from 3110 - closing projects 400069 & 500093
7415	4801	10001		580	transfer in from 3110 - closing projects 400069 & 500093
7416	4801	10001		580	transfer in from 3110 - closing projects 400069 & 500093
7417	4801	10001		580	transfer in from 3110 - closing projects 400069 & 500093
7418	4801	10001		580	transfer in from 3110 - closing projects 400069 & 500093
7419	4801	10001		580	transfer in from 3110 - closing projects 400069 & 500093
7420	4801	10001		580	transfer in from 3110 - closing projects 400069 & 500093
7421	4801	10001		580	transfer in from 3110 - closing projects 400069 & 500093
7422	4801	10001		580	transfer in from 3110 - closing projects 400069 & 500093
7423	4801	10001		580	transfer in from 3110 - closing projects 400069 & 500093
7424	4801	10001		580	transfer in from 3110 - closing projects 400069 & 500093
7425	4801	10001		580	transfer in from 3110 - closing projects 400069 & 500093
7426	4801	10001		580	transfer in from 3110 - closing projects 400069 & 500093
7427	4801	10001		580	transfer in from 3110 - closing projects 400069 & 500093
7428	4801	10001		580	transfer in from 3110 - closing projects 400069 & 500093
7429	4801	10001		580	transfer in from 3110 - closing projects 400069 & 500093
7430	4801	10001		580	transfer in from 3110 - closing projects 400069 & 500093
7431	4801	10001		580	transfer in from 3110 - closing projects 400069 & 500093
7432	4801	10001		891	transfer in from 3110 - closing projects 400069 & 500093
TOTAL				876,144	

NET ADJUSTMENT	(876,144)
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AVAILABLE RESOURCES

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
1001				393,970	Increase Fund Balance closing projects 400069 & 500093
1030				182	Increase Fund Balance closing projects 400069 & 500093
1130				2,162	Increase Fund Balance closing projects 400069 & 500093
2006				412	Increase Fund Balance closing projects 400069 & 500093
2007				168	Increase Fund Balance closing projects 400069 & 500093
2008				557	Increase Fund Balance closing projects 400069 & 500093
2010				292	Increase Fund Balance closing projects 400069 & 500093
2011				243	Increase Fund Balance closing projects 400069 & 500093
2014				214	Increase Fund Balance closing projects 400069 & 500093
2015				139	Increase Fund Balance closing projects 400069 & 500093
2017				227	Increase Fund Balance closing projects 400069 & 500093
2019				580	Increase Fund Balance closing projects 400069 & 500093
2021				580	Increase Fund Balance closing projects 400069 & 500093
2023				580	Increase Fund Balance closing projects 400069 & 500093
2101				193	Increase Fund Balance closing projects 400069 & 500093
2102				193	Increase Fund Balance closing projects 400069 & 500093
2103				193	Increase Fund Balance closing projects 400069 & 500093
2104				580	Increase Fund Balance closing projects 400069 & 500093
2105				580	Increase Fund Balance closing projects 400069 & 500093
2106				580	Increase Fund Balance closing projects 400069 & 500093
2107				580	Increase Fund Balance closing projects 400069 & 500093
2108				580	Increase Fund Balance closing projects 400069 & 500093
2109				580	Increase Fund Balance closing projects 400069 & 500093
2110				580	Increase Fund Balance closing projects 400069 & 500093
2111				580	Increase Fund Balance closing projects 400069 & 500093
2113				1,160	Increase Fund Balance closing projects 400069 & 500093
2114				580	Increase Fund Balance closing projects 400069 & 500093
2115				568	Increase Fund Balance closing projects 400069 & 500093
2117				580	Increase Fund Balance closing projects 400069 & 500093
2119				580	Increase Fund Balance closing projects 400069 & 500093
2120				891	Increase Fund Balance closing projects 400069 & 500093
2201				365	Increase Fund Balance closing projects 400069 & 500093
2210				412	Increase Fund Balance closing projects 400069 & 500093
2220				163	Increase Fund Balance closing projects 400069 & 500093
2230				235	Increase Fund Balance closing projects 400069 & 500093
2240				1,275	Increase Fund Balance closing projects 400069 & 500093
2305				1,783	Increase Fund Balance closing projects 400069 & 500093
2321				85	Increase Fund Balance closing projects 400069 & 500093
2401				133	Increase Fund Balance closing projects 400069 & 500093
2521				734	Increase Fund Balance closing projects 400069 & 500093
2541				105	Increase Fund Balance closing projects 400069 & 500093
2591				1,406	Increase Fund Balance closing projects 400069 & 500093
2594				1,440	Increase Fund Balance closing projects 400069 & 500093
2701				91	Increase Fund Balance closing projects 400069 & 500093
2821				263	Increase Fund Balance closing projects 400069 & 500093
2824				147	Increase Fund Balance closing projects 400069 & 500093
2841				569	Increase Fund Balance closing projects 400069 & 500093
3002				702	Increase Fund Balance closing projects 400069 & 500093
3006				301	Increase Fund Balance closing projects 400069 & 500093
3007				580	Increase Fund Balance closing projects 400069 & 500093
3012				142	Increase Fund Balance closing projects 400069 & 500093
3151				1,242	Increase Fund Balance closing projects 400069 & 500093
3201				4,444	Increase Fund Balance closing projects 400069 & 500093
3210				689	Increase Fund Balance closing projects 400069 & 500093
3303				249	Increase Fund Balance closing projects 400069 & 500093
3355				174	Increase Fund Balance closing projects 400069 & 500093
3360				108	Increase Fund Balance closing projects 400069 & 500093
3380				209	Increase Fund Balance closing projects 400069 & 500093
3390				457	Increase Fund Balance closing projects 400069 & 500093
4001				14,905	Increase Fund Balance closing projects 400069 & 500093

4005		6,101	Increase Fund Balance closing projects 400069 & 500093
4061		4,830	Increase Fund Balance closing projects 400069 & 500093
4065		216	Increase Fund Balance closing projects 400069 & 500093
4101		13,146	Increase Fund Balance closing projects 400069 & 500093
4251		221	Increase Fund Balance closing projects 400069 & 500093
4271		164	Increase Fund Balance closing projects 400069 & 500093
4274		1,243	Increase Fund Balance closing projects 400069 & 500093
4276		308	Increase Fund Balance closing projects 400069 & 500093
6001		177,080	Increase Fund Balance closing projects 400069 & 500093
6101		15,778	Increase Fund Balance closing projects 400069 & 500093
6130		49,538	Increase Fund Balance closing projects 400069 & 500093
6201		13,537	Increase Fund Balance closing projects 400069 & 500093
6230		48,637	Increase Fund Balance closing projects 400069 & 500093
6301		13,537	Increase Fund Balance closing projects 400069 & 500093
6330		34,917	Increase Fund Balance closing projects 400069 & 500093
6511		10,418	Increase Fund Balance closing projects 400069 & 500093
6520		4,584	Increase Fund Balance closing projects 400069 & 500093
6540		940	Increase Fund Balance closing projects 400069 & 500093
6591		12,412	Increase Fund Balance closing projects 400069 & 500093
7001		13,334	Increase Fund Balance closing projects 400069 & 500093
7411		580	Increase Fund Balance closing projects 400069 & 500093
7414		580	Increase Fund Balance closing projects 400069 & 500093
7415		580	Increase Fund Balance closing projects 400069 & 500093
7416		580	Increase Fund Balance closing projects 400069 & 500093
7417		580	Increase Fund Balance closing projects 400069 & 500093
7418		580	Increase Fund Balance closing projects 400069 & 500093
7419		580	Increase Fund Balance closing projects 400069 & 500093
7420		580	Increase Fund Balance closing projects 400069 & 500093
7421		580	Increase Fund Balance closing projects 400069 & 500093
7422		580	Increase Fund Balance closing projects 400069 & 500093
7423		580	Increase Fund Balance closing projects 400069 & 500093
7424		580	Increase Fund Balance closing projects 400069 & 500093
7425		580	Increase Fund Balance closing projects 400069 & 500093
7426		580	Increase Fund Balance closing projects 400069 & 500093
7427		580	Increase Fund Balance closing projects 400069 & 500093
7428		580	Increase Fund Balance closing projects 400069 & 500093
7429		580	Increase Fund Balance closing projects 400069 & 500093
7430		580	Increase Fund Balance closing projects 400069 & 500093
7431		580	Increase Fund Balance closing projects 400069 & 500093
7432		891	Increase Fund Balance closing projects 400069 & 500093
TOTAL		876,144	



COUNCIL COMMUNICATION

CC #: 2550

File #: 0323 & 0214 & 0201-01

Title: Sacramento Urban Area Security Initiative - Grant Award, Budget Adjustment and Sole Source Purchase Order

Contact: Mark Peinado 916-774-5021 mcpeinado@roseville.ca.us
Jeff Kool 916-746-1096 jkool@roseville.ca.us

Meeting Date: 2/15/2023

Item #: 7.17.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council:

- 1) Adopt a resolution authorizing the City Manager to execute the City of Sacramento Subaward Agreement; and
- 2) Adopt an ordinance to approve a budget adjustment to appropriate \$25,855 of the funds into the Fleet Replacement Fund to facilitate the trailer purchase;
- 3) Approve a sole source purchase order to Meridian Rapid Defense Group for 16 anti-vehicle barriers and barrier trailer kit for a total cost of \$152,940.

BACKGROUND

With the rise in vehicle-borne attacks on large crowds and pedestrians, vehicle barriers have become an essential tool to protect citizens during large gatherings and community events. Vehicle barriers can prevent large vehicles from accessing and inadvertently or purposely entering large community gatherings and striking pedestrians. The Sacramento Urban Area Security Initiative (UASI) has identified vehicle-borne attacks as a critical safety concern that our region must protect against. Over the past two years Sacramento UASI has provided grant funding through the Department of Homeland Security FY 2020 Homeland Security Grant for regional agencies such as Sacramento Police Department (PD), West Sac PD, and Folsom PD to purchase vehicle barriers. These vehicle barriers are a regional asset with the ability to deploy quickly for large scale events. The Roseville Police Department has utilized vehicle barriers from Sacramento PD on several occasions for events such as the 4th of July parade and 4th of July Fireworks show at the Grounds. These deployment opportunities confirmed the need to increase the City's vehicle barrier options for the Roseville PD to protect the residents and businesses.

The Roseville Police Department submitted a request to the Sacramento UASI to obtain grant funding for the purchase of 16 vehicle barriers and a deployment trailer. The Sacramento UASI approved the request and will be providing funding for 100% of the purchase for the vehicle barrier

system which includes a customized hydraulic lift vehicle trailer. Once purchased and delivered, the vehicle barriers will be an essential tool to protecting the community during the numerous events that are scheduled throughout the city every year. The vehicle barriers will also become a regional asset available to our Placer County law enforcement partners for large events within their jurisdictional boundaries. The Roseville Police Department has been granted the sub award agreement for grant in the amount of \$152,940 for the purchase of vehicle barriers and a trailer from Meridian Vehicle Barriers.

FISCAL IMPACT

The recommended budget adjustment will appropriate the grant and move \$25,855 of the funds into the Fleet Replacement Fund to facilitate the trailer purchase. The City will be reimbursed for the purchases by Federal Homeland Security Funds administered by the City of Sacramento. 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. Approval of a subaward grant agreement and budget adjustment, and purchase of anti-vehicle barriers and trailer 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 23-070

UASI Sub-Award

Ordinance 6618

Budget Adjustment

Meridian Rapid Defense Group - Quote

RESOLUTION NO. 23-070

ACCEPTING A GRANT AWARD FROM THE SACRAMENTO URBAN AREA SECURITY INITIATIVE (UASI), APPROVING THE CITY OF SACRAMENTO SUBAWARD AGREEMENT, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, over the past two years, Sacramento Urban Area Security Initiative (UASI) has provided grant funding through the United States Department of Homeland Security for regional agencies to purchase vehicle barriers; and

WHEREAS, the Roseville Police Department submitted a request to Sacramento UASI for grant funding for the purchase of 16 anti-vehicle barriers and a barrier deployment trailer kit; and

WHEREAS, the Roseville Police Department received \$152,940 in subaward grant funds from the Sacramento UASI through the United States Department of Homeland Security FY2020 Homeland Security Grant Program for the purchase of anti-vehicle barriers and barrier deployment trailer kit.

WHEREAS, the City of Sacramento Subaward Agreement, has been reviewed by the City Council.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Roseville that the City of Roseville accepts the grant subaward from the Sacramento UASI, 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 subaward; 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

ORDINANCE NO. 6618

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 to purchase anti-vehicle barriers and a barrier trailer.

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: 2022-23
 PREPARER NAME & TITLE: Mark Peinado / Management Analyst COUNCIL DATE (if applicable): 2/15/23
 DEPARTMENT/DIVISION: Police Department ORDINANCE: _____

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
2270	6587	84001	700051	127,085	Increase capital outlay budget for anti-vehicle barriers
2270	5516	84001	700051	25,855	Contribution to fleet replacement fund for trailer
4005	6552	62601		25,855	Increase fleet budget for purchase of trailer
TOTAL				178,795	

REVENUES/TRANSFERS IN

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
2270	4401	84001	700051	152,940	Increase revenue for UASI grant for anti-vehicle barriers and trailer
4005	4254	62601		25,855	Increase revenue in fleet fund for trailer
TOTAL				178,795	

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 awarded a sub-award from the FY20 Homeland Security Grant Program - Urban Area Security Initiative (UASI) for \$152,940. The Police Department will use the funds to purchase 16 anti-vehicle barriers (\$101,230) and a barrier trailer (\$25,855) specifically for transporting barriers from one location to the next. This recommended budget adjustment will appropriate the grant and move \$25,855 of the funds into the fleet fund to facilitate the trailer purchase.

REQUIRED APPROVALS:			
 REQUESTING DEPARTMENT HEAD / DESIGNEE	<u>1/26/23</u> 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

Quote

177 E. Colorado Blvd, Suite 200
Pasadena, CA 91105
+1 8186414431
BFields@meridian-barrier.com



ADDRESS

Lt Jeff Kool
Roseville Police Department
1051 Junction Blvd
Roseville, CA 95678

SHIP TO

Lt Jeff Kool
Roseville Police Department
1051 Junction Blvd
Roseville, CA 95678

QUOTE #	DATE	EXPIRATION DATE
05172022-RPD	01/13/2023	03/31/2023

PRODUCT	DESCRIPTION	QTY	RATE	AMOUNT
8 Barrier Trailer Kit	8 Barrier Trailer Kit	1	81,180.00	81,180.00
Archer 1200 Barrier	Archer 1200 Anti-Vehicle Barrier	8	6,750.00	
Archer Hauler	Archer Hauler™	1	1,995.00	
Archer Field Tow Bar	Archer Field Tow Bar	2	595.00	
Archer 8-Barrier Drop Deck Trailer	Archer 8-Barrier Drop Deck Trailer	1	23,995.00	
Archer 1200 Barrier	Archer 1200 Anti-Vehicle Barrier	8	6,750.00	54,000.00T
In-Field Installation & Certified Training	In-Field Installation & Certified Training	1	1,495.00	1,495.00T
Freight/Shipping	Freight/Shipping to customers location	1	5,265.00	5,265.00T

PAYMENT TERMS:

Due to high demand levels, your delivery date will be guaranteed with your 50% deposit so that your protection starts when you need it.

SUBTOTAL

141,940.00

TAX

11,000.35

TOTAL

USD 152,940.35

Accepted By

Accepted Date



COUNCIL COMMUNICATION

CC #: 2536

File #: 0324 & 0214 & 0201-01

Title: United States Department of Homeland Security - Grant Award and Budget Adjustment

Contact: Ryan Harrigan 916-774-5820 rharrigan@roseville.ca.us

Meeting Date: 2/15/2023

Item #: 7.18.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution for the acceptance of two grant awards from the United States Department of Homeland Security through the Placer County Office of Emergency Services in the amount of \$40,000 (FY2019-20) and \$41,000 (FY2020-21) for a total of \$81,000. Staff additionally recommends that the City Council adopt an ordinance to approve the associated budget adjustment for the purchase of a hazardous materials instrument.

BACKGROUND

The Roseville Fire Department maintains a Type I Hazardous Materials Response Team that is required by the California Office of Emergency Services to be equipped with specialty instrumentation. The hazardous materials instrument meets these requirements and has the ability to assist with positive identification of narcotics, explosives, and arson accelerants. The department was awarded two grants totaling \$81,000 by the Placer County Office of Emergency Services, as a sub-grantee of the 2020 and 2021 Homeland Security Grants, for the purchase of this specialized hazardous materials equipment. These funds add to the \$450,000 already granted to the Fire Department Hazardous Materials Program by the California Office of Emergency Services. Remaining funds have been reallocated within the existing Fire Department budget for this purchase.

FISCAL IMPACT

On May 18, 2022 City Council approved a \$76,000 and \$21,000 appropriation for the replacement of two separate chemical detectors currently used by the Fire Department that are no longer supported by the manufacturer. These funds will be reallocated to the purchase of this instrument which meets and exceeds the capability of the two instruments being replaced.

The remainder of the \$187,395 total purchase cost will be paid through a combination of \$81,000 in grants awarded by Placer County Office of Emergency Services and \$9,395 in existing

allocated funds within the Fire Department budget, with no net impact to the General Fund.

All maintenance costs for the equipment are covered for the first six years with the service agreement, and will budgeted within the Fire Department budget in the General Fund in future years. The department will continue to seek grants as a means to replace this type of equipment as technology improves and the equipment reaches its end of service life.

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. No additional environmental review is required.

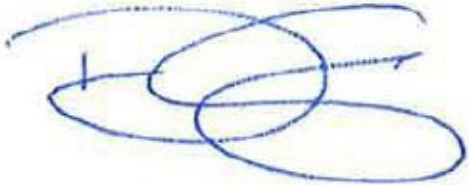
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal C - Maintain a Safe & Healthy Community

Respectfully Submitted,

Ryan Harrigan, Fire Division Chief

Rick Bartee, Fire Chief

A handwritten signature in blue ink, consisting of several overlapping loops and a horizontal line, likely belonging to Dominick Casey.

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 23-057

Grant information

Ordinance 6614

Budget Adjustment

RESOLUTION NO. 23-057

ACCEPTING GRANT AWARDS FROM THE UNITED STATES DEPARTMENT OF
HOMELAND SECURITY

WHEREAS, the City of Roseville Fire Department received \$81,000 in grant funds from the United States Department of homeland Security, through the Placer County Office of Emergency Services, for the purchase of specialized hazardous materials equipment; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Roseville that the City of Roseville accepts the grant awards from the United State Department of Homeland Security, 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



Homeland Security Grant Program Project Update for Roseville Fire Dept. as of January 13, 2022

Year	Subrecipient Agency	Contact Name	Contact Email	Discipline	Solution Area	Project Summary	Final Award Amount	Amount Expended	Amount Remaining	Percent Expended
2020	Roseville Fire Department	Captain Kevin Cullison	kcullison@roseville.ca.us	Fire Services	Equipment	Mass Spectrometer	\$ 40,000.00		\$ (40,000.00)	0%
2021	Roseville Fire Department	Captain Kevin Cullison	kcullison@roseville.ca.us	Fire Services	Equipment	Mass Spectrometer	\$ 41,000.00		\$ (41,000.00)	0%
2021	Roseville Fire Department	Captain Kevin Cullison	kcullison@roseville.ca.us	Fire Services	Equipment	High Pressure Airbag System	\$ 30,000.00		\$ (30,000.00)	0%

ORDINANCE NO. 6614

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 from the United States Department of Homeland Security, through 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: Katrina Rostam, Management Analyst FISCAL YEAR: 2022-23
 PREPARER NAME & TITLE: Katrina Rostam, Management Analyst COUNCIL DATE (if applicable): 2/15/2023
 DEPARTMENT/DIVISION: Fire Department - Hazardous Materials ORDINANCE: _____

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
4031	6587	84001	700050	106,395	Increase budget for purchase of Mass Spectrometer
2270	6587	84001	700050	81,000	Increase budget for purchase of Mass Spectrometer
4031	6587	84001	500291	(21,000)	Reduce project budget - Chempro
4031	6587	84001	500294	(76,000)	Reduce project budget - APD Chemical Detector
1001	5530	48071		9,395	Increase budget to move General Funds (1001) to Equipment Replacement Fund (4031) for Fire Department Mass Spectrometer
1001	5301	48071		(9,395)	Reduce Fire Department budget to partially fund purchase of Mass Spectrometer
TOTAL				90,395	

REVENUES/TRANSFERS IN

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
2270	4401	84001	700050	41,000	Increase revenue Placer County OES subgrant - 2021
2270	4401	84001	700050	40,000	Increase revenue Placer County OES subgrant - 2020
4031	4251	10001		9,395	Establish revenue budget to move General Funds (1001) to Equipment Replacement Fund (4031) for Fire Department Mass Spectrometer
TOTAL				90,395	

NET ADJUSTMENT	-
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FUND BALANCE

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
TOTAL				-	

Justification for Budget Adjustment:

Staff recommends this budget adjustment to purchase Mass Spectrometer equipment costing \$187,395. Funding for this purchase comes from two federal grant awards totaling \$81,000 through the Placer County Office of Emergency Services, the allocation of \$97,000 from two existing capital equipment purchases through the cancelation of projects 500291-Chempro 100 and 500294-APD 2000 (since the new equipment will replace the need for those two pieces of equipment), and \$9,395 from the existing Fire Department General Fund budget.

REQUIRED APPROVALS:			
<i>Rick Barte</i> REQUESTING DEPARTMENT HEAD / DESIGNEE		Jan 27, 2023 DATE	
CHIEF FINANCIAL OFFICER / DESIGNEE		BUDGET MANAGER / DESIGNEE	
DATE		DATE	
BUDGET DEPARTMENT USE ONLY:			
POSTED BY		DATE	

Revised: June 24, 2019



COUNCIL COMMUNICATION

CC #: 2531

File #: 0800-02 & 0201-01

Title: Lead and Copper Rule Regulatory and Technical Assistance Project - Professional Services Agreement and Budget Adjustment
Contact: Jason Marks 916-342-9573 jtmmarks@roseville.ca.us

Meeting Date: 2/15/2023

Item #: 7.19.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council:

- 1) Approve a professional services agreement to HDR Engineering, Inc. (HDR) for the Lead and Copper Rule Regulatory and Technical Assistance project in the amount of \$100,646 and adopt a resolution authorizing the City Manager to execute it on behalf of the City; and
- 2) Adopt an ordinance to approve a budget adjustment of \$120,646 from available resources in the Water Operations Fund to fully fund this project.

BACKGROUND

The United States Environmental Protection Agency (USEPA) published its Lead and Copper Rule Revisions (LCRR) in January 2021. The LCRR became effective in December 2021, initiating the compliance schedule. To assess the LCRR compliance requirements, the City of Roseville is developing a gap analysis and implementation plan to meet established deadlines. The gap analysis is a planning-level investigation that will provide a deliverable summarizing current City lead and copper rule practices, the major requirements of the anticipated final rule, and the capital and operational needs to become compliant.

On October 6, 2022, seven (7) consultants submitted proposals in accordance with the Request for Proposals (RFP). The proposals were evaluated by Environmental Utilities staff and ranked based on the criteria specified in the RFP. Staff determined HDR's proposal provided the best value based on the evaluation criteria. HDR and their subcontractors will provide the labor, equipment, and materials required to complete the gap analysis and implementation plan as detailed in the professional services agreement.

FISCAL IMPACT

The recommended budget adjustment will fund the Lead and Copper Rule Regulatory and Technical Assistance project (#500329) with \$120,646 (\$100,646 for contract expenses and \$20,000 for City staff labor) from the available resources in the Water Operations Fund (6101).

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)).

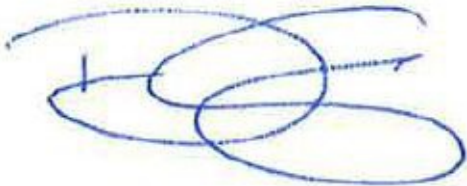
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal C - Maintain a safe and healthy community

Respectfully Submitted,

Jason Marks, Process Engineer

Richard Plecker, Environmental Utilities Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 23-054

Professional Services Agreement

Ordinance 6613

Budget Adjustment

RESOLUTION NO. 23-054

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

WHEREAS, a professional services agreement for technical assistance for the Lead and Copper Rule Regulatory project, by and between the City of Roseville and HDR Engineering, 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

Project: Lead and Copper Rule Regulatory and Technical Assistance Project

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

W I T N E S S E T H:

WHEREAS, CITY desires professional services consisting of Lead and Copper Rule
Regulatory and Technical Assistance; and

WHEREAS, CONSULTANT has prepared a proposal dated December 9, 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. CONSULTANT shall perform all services with the care and skill ordinarily used by
members of CONSULTANT'S profession practicing under the same or similar circumstances at
the same time and in the same locality.

2. Compensation. For its services provided hereunder, CONSULTANT shall be compensated on a time and expense basis in accordance with the budget estimate as described in EXHIBIT "B," attached hereto and incorporated herein by this reference. Total compensation shall not exceed one hundred thousand six hundred forty-six dollars (\$100,646).

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, to the extent 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, active negligence, or willful misconduct.

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

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

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

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

f. Self-Insured Retentions. All self-insured retentions (“SIR”) must be disclosed to Risk Management for approval and shall not reduce the limits of liability.

Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or CITY. CITY reserves the right to obtain a full certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.

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

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

5. Records. CONSULTANT and its subcontractors shall maintain all files and records relating to the services performed hereunder during the term of this Agreement and for a period of not less than one (1) year after the date of termination or expiration. Provided, however, that in the event of litigation or settlement of claims arising from the performance of this Agreement, CONSULTANT and its subcontractors shall maintain all files and records until such litigation, appeals or claims are resolved. Duly authorized representatives of CITY shall

have right of access during normal business hours and after reasonable notice to CONSULTANT's and subcontractors' files and records relating to the services performed hereunder, and may review and copy the files and records at appropriate stages during performance of the services and during the one (1) year period following termination or expiration of this Agreement. CONSULTANT shall include this provisions in its contracts with all subcontractors.

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

7. 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.

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. Any modification or reuse of such Materials for purposes other than those intended by this Agreement shall be at the CITY's sole risk and without liability to CONSULTANT.

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. The CITY may also terminate this Agreement for cause but only after providing CONSULTANT written notice of the breach and a period of ten (10) days to cure.

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

Jason Marks
Senior Engineer
2005 Hilltop Circle
Roseville, CA 95747

CONSULTANT

Karen R. Pappas
Project Manager
2365 Iron Point Road, Suite 300
Folsom, CA 95630

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

HDR ENGINEERING, INC., a
Nebraska corporation

BY: _____
DOMINICK CASEY
City Manager

BY: 
its: Holly Kennedy, Senior Vice President

And

ATTEST:

BY: _____
its: _____

BY: _____
CARMEN AVALOS
City Clerk

(SIGNATURES CONTINUED ON NEXT PAGE)

APPROVED AS TO FORM:

BY: _____
MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUBSTANCE:

BY:  _____
RICHARD PLECKER
Environmental Utilities Director

EXHIBIT “A”



December 9, 2022

Jason Marks, PE
City of Roseville
1800 Booth Road
Roseville, CA 95747

Project: Lead and Copper Rule (LCR) Regulatory and Technical Assistance (Fee: \$100,646)

Dear Mr. Marks,

The United States Environmental Protection Agency (USEPA) published its Lead and Copper Rule Revisions (LCRR) in January 2021. The LCRR became effective in December 2021, initiating the compliance schedule. To assess the LCRR compliance requirements, the City of Roseville (City) is developing a gap analysis and implementation plan to meet established deadlines. The gap analysis is a planning-level investigation that will provide a deliverable summarizing current City LCR and related practices, the major requirements of the anticipated final rule, and the capital and operational needs to become compliant.

HDR's scope for this project supports the City's prior and ongoing activities associated with lead service line inventory development and those related to LCRR compliance, such as communications and public outreach. This scope of work covers the gap analysis and implementation plan. The following tasks are anticipated for the project.

- Task 1 – Project Management and Meetings
- Task 2a - Identify Applicable Existing Federal and Likely State Lead and Copper Rule (LCR) Revision Requirements
- Task 2b - Assessment of City's Infrastructure
- Task 3 - Prepare a "Gap Analysis" Technical Memorandum

Per our discussion with the City, we have attached the updated Cost Proposal and Scope of Work for HDR Engineering, Inc. (HDR) to provide the City with LCR Regulatory and Technical Assistance. We have updated the fee to include 20 additional hours under Task 2A for the staff engineer to support data collection within the City's database. The revised total cost is \$100,646.

Our proposed exceptions to the contract terms and conditions are included as well.

If you have any questions or require any addition information, please contact Karen Pappas at Karen.Pappas@hdrinc.com or 925.974.2627.

Sincerely,
HDR Engineering, Inc.

Holly L.L. Kennedy, PE (CA No. 74685)
Senior Vice President

Karen R. Pappas, PE (CA No. 77571)
Project Manager

Scope of Work

Introduction and Purpose

The United States Environmental Protection Agency (USEPA) published its Lead and Copper Rule Revisions (LCRR) in January 2021. The LCRR became effective in December 2021, initiating the compliance schedule. To assess the LCRR compliance requirements, the City of Roseville (City) is developing a gap analysis and implementation plan to meet established deadlines. The gap analysis is a planning-level investigation that will provide a deliverable summarizing current City LCR and related practices, the major requirements of the anticipated final rule, and the capital and operational needs to become compliant. This scope supports the City's prior and ongoing activities associated with lead service line inventory development and those related to LCRR compliance, such as communications and public outreach. This scope of work covers the gap analysis and implementation plan.

The EPA-required LSL inventory development is an important, time sensitive, first step needed to achieve LCRR compliance. Ultimately, California utilities must build up on the utility service line inventories already submitted to Division of Drinking Water by characterizing customer-side service line materials within their system and updating their LSL inventory by the compliance date of October 2024. Once updated, the expanded LSL inventory informs LCRR compliance monitoring plans/sampling locations, areas for public/customer notification, and any potential LSL replacement plans. The initial phase (herein) focuses on the collection and evaluation of the existing data and institutional knowledge related to both utility-owned and customer-owned service lines in the system.

HDR will address compliance in each of the six LCRR categories:

- Identifying areas with the most potential for impact
- Strengthening drinking water treatment requirements
- Replacing lead service lines
- Increasing sampling reliability
- Improving risk communications
- Protecting children in schools and childcare facilities

Task 1: Project Management and Meetings

HDR will provide management activities needed for on-time and on-budget project completion, and to address the City's project goals. This includes monitoring progress, preparation of invoices and status updates on a monthly basis, and summarizing budget and schedule status in measurable terms. Other activities include scheduling and supervising of project staff and coordinating the quality assurance effort.

HDR will institute and maintain a QA/QC program for the work performed on this project. For objectivity, senior technical staff who are not involved in the project will perform internal QA/QC

upon completion of deliverables before they are submitted to the City. Deliverables will be provided in draft for City review and input before being finalized.

HDR will meet with the City to introduce the project team, collect background information, confirm the project goals and elements, and establish preferred lines of communication. The meeting will be held via WebEx video conference. A one-hour meeting is assumed to be attended by up to four HDR team members.

After the kickoff meeting, HDR will conduct monthly progress meetings that will be held virtually. Each one-hour meeting will be attended by up to three HDR staff. An ongoing project action item log will be maintained.

Assumptions:

- Project will be completed within eight months.

Deliverables: Invoices, meeting agendas, presentation materials, and minutes.

Task 2a: Identify Applicable Existing Federal and Likely State Lead and Copper Rule (LCR) Revision Requirements

HDR will evaluate and describe the City's existing Lead and Copper Rule (LCR) procedures/ testing in comparison to new Federal and State requirements and identify resources needed to meet the new requirements. Specifically, HDR will perform targeted data collection and focus on the following areas:

- Review current practices related to sampling protocols and procedures for customer notification and public outreach.
- Conduct a communication audit to review the utility's current branding, messaging, customer satisfaction, staff capacity, communication tools and channels, communication workflows, existing partnerships, outreach to vulnerable populations, and public records request trends.
- Identify requirements for public notice for both exceedances and annual reporting requirements, as well as other public outreach requirements, such as local issues of public concern that may influence communication efforts.
- Review current LCRR compliance practices for corrosion control, and distribution system operation and maintenance.

HDR will develop an LCR information request focused on the areas mentioned above to identify LCR-related resources and collect readily available relevant data. In addition, HDR will also develop an email survey directed towards the appropriate City staff to better understand operational practices and past observations related to LCR compliance. The survey results will be reviewed during the regular progress meetings. These discussions along with a review of City-provided documents, will inform a list of recommended actions to achieve compliance with the LCRR. These recommendations may include the following, as an example:

1. Incorporate unknown customer service line information into the City's existing LSL inventory
2. Provide a way for customers to access City information on service line material type
3. Evaluate existing Corrosion Control Treatment program
4. Prepare Lead Service Line Replacement (LSLR) contingency plan
5. Identify synergies with other City departments to identify and replace service lines when encountered
6. Establish a standard operating procedure (SOP) for post-LSLR sampling and identify sources of pitcher filters or POU devices
7. Establish a process for customers to communicate customer-initiated replacements
8. Update the existing Lead and Copper Monitoring Plan
9. Review and update sampling kits and instructions
10. Develop a LCRR Communication Plan
11. Revise Drinking Water Quality Report (DWQR) language for LCRR compliance.
12. Prepare additional outreach materials
13. Incorporate prior DDW information into a new City school and childcare facility sampling plan

Where the City has already begun to address these recommendations, HDR recommended activities will address remaining gap areas for compliance.

HDR will develop a summary matrix containing the new LCRR requirements broken down into six key areas. This matrix will serve as the guide for the gap analysis. HDR will populate the gap analysis matrix using the collected information, organized by the six categories listed in the LCRR.

Assumptions:

- City staff will provide available data within three weeks of receiving the information request.
- 20 hours have been provided for staff engineer to support data collection within the City's database.

Deliverables: Information request, meeting agenda and minutes, summary matrix.

Task 2b: Assessment of City's Infrastructure

HDR will focus the initial phase of inventory development on the consolidation, analysis, and documentation of readily available LSL systems assets. In addition, guidance, protocols, and recommended prioritization of future field investigation, as necessary, will be provided. Subtasks will include:

Subtask 2b.I - Data Collection

HDR will collect relevant and available data to support first phase of inventory development, with the emphasis of building upon the City's existing utility-owned service line inventory to resolve missing utility information, incorporation of customer-owned service line data, and additional features/data in the EPA service line inventory template. These activities include:

- Gather and review service line database of record (e.g., via GIS) and establish baseline inventory for utility- and customer-owned service lines.
- Gather and review additional water system data (as-builts, computer maintenance management system [CMMS]). Review existing records to determine if they provide information on pipe material.
- Research public records to determine if pipe material can be identified for specific cohorts.
- Evaluate if galvanized lines were downstream of lead lines utilizing City records of lead lines removed in the past.
- Identify data gaps and field investigations needed.

Assumptions:

- The City has an existing inventory that will be provided to HDR.
- All information is provided in a digital format through scanned PDF files or GIS files. The level of effort for reviewing data does not including handling and review of hard copies.
- Level of effort for data review is limited to the hours listed in the budget spreadsheet. If the review period for the data provided exceeds the hours listed due to the volume of data, additional fee may be required.

Subtask 2b.II – Data Review and Inventory Assessment

HDR will review the City's existing GIS Inventory and dashboard and provide an overview of updates needed in the future based on the data collected per Subtask 2b.I. Revisions to the LCR require an inventory that identifies the material of utility and customer-owned service lines within the City's service area. Service lines are to be classified as an LSL, galvanized requiring replacement, non-LSL, or lead status unknown. The service line will be classified as lead status unknown, if the material cannot be identified, for establishing replacement rates and for public outreach efforts. Per SB 1398, we assume that the City has an existing LSL inventory. HDR will review the inventory and provide a list of tables and maps that summarizes the current status of the inventory and the future work needed to meet requirements. This LSL inventory summary will serve as a first step towards a future phase where HDR will update the LCR inventory.

The inventory summary will have the following characteristics:

- Include service line material, diameter, and meter information for the City and customer owned portions of the system. It is envisioned that some classifications may initially be 'unknown' and determined through subsequent phases.

- Display map data that includes the following information (as available):
- Interactive service line inventory map noting the public and private service line type for every customer (GIS).
- Homes built before 1986 – City will provide the GIS files that include the data as a field in the shape files.
- Current sampling areas – City will provide the GIS files that include the data as a field in the shape files, or a list of addresses.
- Proposed sampling areas.
- Schools and state-licensed daycare facilities, support 20% annual sampling requirement.

Assumptions:

- The activities identified in this task may or may not be implemented based on guidance and recommendations provided in Task 2a. The City's preference to self-perform select tasks will be documented in the LCRR Compliance Work Plan (see Task 3 deliverables).
- Inventories shall include galvanized service lines downstream of lead service, where laterals count as a lead service line.
- No multiple rounds of inventory review and update are included. It is assumed that data will be gathered during the initial period and the inventory summary provided subsequently. If additional data is presented after inventory analysis and summary, these will be acknowledged and reviewed during a later stage.

Deliverables: Service Line Inventory Summary and GIS Maps

Task 3: Prepare a “Gap Analysis” Technical Memorandum

HDR will prepare a brief document that summarizes the findings and recommendations from Tasks 2a and 2b identifying the City's current compliance in comparison to the new requirements, including tasks and a schedule to meet new LCR requirements. The technical memorandum will include GIS-prepared maps depicting key infrastructure areas. A proposed outline for the TM and example implementation plan is provided in Appendix C. The TM will also contain a timeline for compliance as well as cost estimates for the required compliance activities. The cost estimates will include both the City's internal costs (labor and materials) as well as external costs (consultants and contractors) over the compliance timeframe.

The prioritized implementation plan to achieve full compliance within LCRR schedule requirements will summarize outstanding issues to be addressed, recommended action and descriptions, prioritization, associated category of LCR compliance, timeframe and duration for completion, and City and/or consultant level of effort.

Assumptions:

- HDR will facilitate one in-person deliverable review meeting to review the submittal package and City's comments, attended by up to two HDR staff (and up to two remotely).

Deliverables:

- Draft and Final LCRR Compliance Work Plan Table (See template example in Appendix C - Gap Analysis TM)
- Draft and Final TM

Optional (Follow On) Tasks

The following scope of work is provided for the City to consider follow-on tasks that would be completed after the gap analysis phase is complete. The City can choose the tasks to be performed based on their LCRR compliance status. Costs for optional tasks can be developed upon completion of Tasks 1-3 and after discussion with the City.

Task 4 – Public Outreach

HDR will provide the City public outreach and communication support to address the related elements of the LCRR.

Subtask 4.1 - LCRR Communication Planning

HDR will develop a communication plan that will be used to guide employee communication and a customer awareness and community education campaign focusing on the new lead and copper rule regulations. The communication plan development will include the following subtasks:

- Create a LCRR communication toolkit outline for area utilities, schools, and childcare centers based on the communication audit.
- Visualize the existing LSL inventory through an interactive map displayed on the City's website.
- Conduct up to three communication workshops with the City to inform a communication plan that will be developed to inform, educate, update, and collaborate with the public, critical internal and external stakeholders, translate technical content for public consumption, and identify engagement channels and the messages that will resonate with key audiences.
 - **Workshop 1 – Initial Approach: Internal Communication and Audience Identification** (assumes up to three HDR team members to attend this two-hour workshop)
 - **Workshop 2 – External Approach: Partner & Agency Communication** (assumes up to four HDR team members to attend this three hour workshop). Public information officers (PIOs) and essential agency communications

personnel from schools and the public health department will be invited to receive feedback on communication channels, messages and timing.

- **Workshop 3 – Communication Plan and Draft Approach** (assumes up to three HDR team members to attend this two-hour workshop)
- Conduct three branding workshops to establish the LCRR visual aesthetic, brand promise, tagline, and messaging used in communication materials.
 - **Workshop 1 - Discover: Internal Branding Kick-off Meeting** (assumes up to four HDR team members to attend this two-hour workshop)
 - **Workshop 2 - Imagine: Mood and Archetype Boards and Concept Selection** (assumes up to four HDR team members to attend this two-hour workshop)
 - **Workshop 3 - Activate: Brand Book Development and Brand Package Delivery** (assumes up to three HDR team members to attend this two-hour workshop)
- Develop a customer survey for lead service line identification.

Deliverables: Workshop agenda and minutes in PDF format. PowerPoint slides to be used during the workshop.

Subtask 4.2 - LCRR Outreach

HDR will support the implementation of the City's LCRR outreach and develop/deploy communication materials, toolkits, and templates identified in the communication plan. HDR will provide the following services for this task:

- Publish the LSL Inventory on the City's website.
- Develop community toolkits to provide materials that will deliver clear and concise communication to key stakeholders – neighboring utilities, local childcare centers and school-based administrators.
- Support customer outreach for the lead service line inventory, ongoing sampling and monitoring, and exceedance notifications.
- Support school and daycare outreach by holding stakeholder meetings (prioritization and messaging).
- Provide media relations support

Subtask 4.3 - LCRR Communication Monitoring and Evaluation

HDR will evaluate LCRR communication efforts and provide ongoing feedback on potential improvements.

- Establish communication key performance indicators (KPIs) that align with the communication plan goals and objectives.
- Create materials that help the City chart important milestones related to LCRR efforts and communication with local executives, elected officials and partner agencies.

Subtask 4.4 - Communications On-Call Support

HDR will provide various on-call strategic communications support to the City on an as-needed basis.

- Provide on-call support that will include, but is not limited to, crisis communication, graphic design, multimedia and web development, and media relations for various programs and events, such as public hearings, crises and meetings.

Task 5 – Service Line Material Inventory

Subtask 5.1 – Data Validation

HDR's subconsultant BlueConduit will organize all collected service line information into a database to generate statistically robust probabilities, onboard the City, and provide guidance on the data upload process. The database will include a repository of service line information that will be accessible through the platform. Once the database has been created, preliminary estimates of the total number of probable lead service lines with unknown service material will be generated. This will be used to perform physical investigations. This list is based on the quality of verified data provided. If there aren't enough verified lines in a representative sample, a random list of lines will be generated to inform the City on candidate locations for the initial inspections. Those results will shore up the baseline data for development of the statistical model.

Deliverables: List of Physical Investigation required

Assumptions:

All data provided is in digital, spreadsheet or scanned document format. Physical records will need to be converted to digital scans by the City.

Subtask 5.2 – Data Organization and Inventory Development

HDR and HDR's subconsultant BlueConduit will perform the following:

- Upon completion of the physical verification program, the newly verified service line material data will be integrated into the machine learning model to generate home-level probabilities.
- The inventory will help the City identify service lines in disadvantaged communities as required by the EPA, that was not a part of the original DDW required.
- Create a Data Management Platform (DMP) as the portal in which all aspects of the City's LCR compliance will be run. The DMP houses the material service line inventory, which is based on Blue Conduit's proprietary predictive modeling approach and stores all information on both private and public-side service line materials for all connections managed by the utility. In addition, all sample monitoring, outreach, filter fulfillment, and lead service line replacement activities can be organized and tracked through the DMP.

- The Platform will allow the City to view, edit, and update service line materials for every service line in the distribution system. The Platform will allow users to create reports and files that help satisfy regulatory requirements
- Create a home-by-home list as a GIS map overlay that shows the likelihood of a point of service having lead, galvanized, copper, or any other material. BlueConduit will use these methods to generate the probability of having a lead service line on the private side of the service line. The predictions can be provided at different levels of detail as needed by the utility such as at system-wide level, neighborhood level and water main level.

Deliverables: Data Management Platform

Assumptions:

- The City will provide the existing service line material inventory database which will be used by HDR to develop the new database, accessible to the data management platform. The existing service line inventory will include, at a minimum, unique service line ID, street address, geometry, utility side service line material information and replacement data, customer side service line material, and replacement date.

Subtask 5.3 – Physical Investigation

HDR's potholing subconsultant, will perform physical investigation based on the list of inspections generated from Task 2 above. The level of effort is based on performing approximately 1% of the service lines including the City side and customer side. The following scope is included for potholing:

- USE inquiry identification number and marking will be performed at least 48 hours prior to any excavation
- Excavated potholes will be backfilled using native vacuum material. Scope will not include compaction testing, fill sand, slurry backfill, fog sealing, or traffic striping.
- Temporary cold asphalt repairs will be performed
- Basic traffic control setup is included per the Work Area Traffic Control Handbook (WATCH) manual for shoulder work only. Extensive traffic control setup including lane closures needing arrow boards where additional labor is required, is not included

Assumptions:

The following components are not included in the scope:

- Coordination with customer for access onto private property
- Concrete repairs including concrete patching or sidewalk panel replacement.
- Traffic flagging operations.
- Permitting
- Night work

- Compaction testing
- Pothole locations and utility locating
- Asphalt digging greater than 8 inches.
- Contaminated soil removal

Task 6 - Strengthening Drinking Water Treatment Requirements

Subtask 6.1 - Evaluate Existing Corrosion Control Treatment program.

HDR will assess the City's corrosion control treatment techniques to confirm they are considered an acceptable CCT program in the event of a TL or AL exceedance under the new LCRR. A corrosion control optimization study may be recommended to evaluate the effectiveness of the current program and assess the burden of potential actions required in the event of a 90th percentile TL or AL exceedance. Any optimization, if necessary, is recommended before the compliance deadline on October 16, 2024.

Task 7 - Replacing Lead Service Lines

Subtask 7.1 - Create Lead Service Line Replacement (LSLR) contingency plan.

After completion of LSL inventory, if any services are designated as galvanized requiring replacement, lead status unknown, or LSL, a LSLR plan must be developed and implemented in event of a TL or AL exceedance. The rule requires the replacement plan to include the following:

- Procedures to conduct a LSLR, especially on customer-side services on private property
- Procedure to document any customer refusals to allow a customer-side replacement
- Strategy for informing customers before a full or partial LSLR
- Recommended LSLR goal rate in event of TL exceedance
- Procedure for customers to flush service lines and premise plumbing of particulate lead
- LSLR prioritization strategy
- Funding for conducting LSLRs for both City-owned lines and customer-owned lines

HDR will develop the plan, as required, to prioritize replacement of these materials based on several criteria, including presence of childcare facilities, schools, and pediatric medical facilities, as well as potential to partner with outside agencies for replacement. The plan would prioritize replacement over a given time and would allow the City to communicate to stakeholders and customers regarding the actions it plans to take to ensure the safety of its drinking water.

As supplemental services at the request of the City, HDR will:

- Incorporate the identification of ways to partner with other City departments to identify and replace both City-owned and customer-owned service lines through other City projects and programs.

- Establish a standard operating procedure for utility sampling required after LSLR and identify sources of pitcher filters or point-of-use devices.
- Establish process for customers to communicate customer-initiated replacements.

Task 8 - Increasing Sampling Reliability

Subtask 8.1 - Develop LCRR Monitoring Plan.

HDR, in conjunction with the City, will develop a consolidated LCRR Monitoring Plan which includes the most up-to-date information regarding approved sampling sites, initial sampling protocols, follow-up sampling protocols, customer sampling kit instructions, AL exceedance protocols, and public education and reporting protocols. A full inventory of potential Tier 1 through 5 sampling locations will be included.

Developing an updated list of potential sampling locations will help the City ensure that they are collecting the proper number of samples and from the right locations to comply. This list will include addresses, coordinates, owner names and any additional information needed for coordinating sampling in the future. A GIS database of this information may be considered for this application.

The revised system will be in effect by the compliance date, and sampling based on this system will be required in 2025. The LCRR Monitoring Plan will include the sampling plan for schools and childcare facilities as well as the Communication Plan to provide one consolidated reference document for LCRR compliance.

Task 9 - Review and update sampling kits and instructions to support City message regarding lead

HDR will modify the existing LCR Monitoring SOP to comply with the revisions. The instructions will be updated to require the use of wide-mouth bottles, fifth-liter sampling at sites with LSLs, and prohibit flushing, cleaning, and removal of aerators. Updated sampling procedures will be required by 2025 based on the current compliance schedule.

Task 10 - Revise Drinking Water Quality Report (DWQR) language for LCRR compliance

HDR will develop recommended additional content specific to LCRR compliance and include in the City's annual DWQR. Content will include information such as sites that exceeded the AL, the range of tap sampling results for lead and copper, information on how to access the service line inventory and sampling results, and the mandatory health effects statement that has been developed by USEPA. This City will then include these items in annual reporting within the year immediately following the compliance date of the rule.

Task 11 - Prepare additional outreach materials.

HDR will support the following activities, which are anticipated for compliance with the LCRR:

- Develop a lead outreach plan and materials for new customers

- Identify method to inform consumers annually that they are served by a LSL, galvanized line requiring replacement, or lead-status-unknown service line and provide information about opportunities for LSLR.
- Develop lead educational materials for water-related utility work and delivery of materials to affected houses during water-related work that could results in service line disturbance.
- Provide annual outreach on lead in drinking water to state and local health departments (state health department and city or county health department). Outreach should discuss the sources of lead in drinking water, health effects of lead, steps to reduce exposure to lead in drinking water, and information on find-and-fix activities.
- Provide annual documentation and certification to the state that public outreach on lead has been completed.
- Additional public education efforts are required in event of 90th percentile level AL exceedance. These materials should be developed as needed.

EXHIBIT “B”

	PIC QA/QC Lauderdale/ Kwan	Project Manager Pappas	Technical Advisor Palmantier / Spencer	Outreach Palacios / Colson	Project Engineer Ravi / Woods - Chabane	Staff Engineer	Designer GIS	Admin/ Clerical	Total HDR Labor Hours	Total HDR Labor (\$)	Total HDR Expenses (\$)	Subconsultant Fee (\$)	Total Cost (\$)
Rates	\$ 350.00	\$ 336.04	\$ 317.89	\$ 181.55	\$ 242.42	\$ 157.31	\$ 112.66	\$ 124.80					
Insurance/Quality Control (QA/QC), and Meetings													
		12			6			18	36	\$7,734			\$7,734
	2	4			4				10	\$3,014			\$3,014
	2	10	8		16				36	\$10,482	\$400		\$10,882
	4	26	8	0	26	0	0	18	82	\$21,230	\$400	\$0	\$21,630
notification,													
	2	2	2	2	4	24	4		40	\$7,567	\$100		\$7,667
		2		20	4	4			30	\$5,902	\$100		\$6,002
itoring, outreach													
			8	4	4				16	\$3,051			\$3,051
	2	2	4	6	8	8	8	4	42	\$8,331			\$8,331
			8	1			12	5	26	\$4,701			\$4,701
	4	6	14	37	20	40	24	9	154	\$29,552	\$200	\$0	\$29,752
ture													
	2	4	8		16	24	16		70	\$14,044	\$200		\$14,244
s	2	4	12		16	24	8		66	\$14,414	\$200		\$14,614
	4	8	20	0	32	48	24	0	136	\$28,458	\$400	\$0	\$28,858
													
	2	4	4	4	16	16	2	8	56	\$11,661			\$11,661
	2	2	2	2	4	4	2	4	22	\$4,694			\$4,694
	2	4	2		4				12	\$3,650	\$400		\$4,050
	6	10	8	6	24	20	4	12	90	\$20,006	\$400	\$0	\$20,406
	18	50	50	43	102	108	52	39	462	\$99,246	\$1,400	\$0	\$100,646

ORDINANCE NO. 6613

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 Lead and Copper Rule Regulatory and Technical Assistance.

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: Jason Marks, Process Engineer FISCAL YEAR: 2022-23
PREPARER NAME & TITLE: Lisa Saunders, EU Business Analyst COUNCIL DATE (if applicable): 2/15/2023
DEPARTMENT/DIVISION: EU/Water ORDINANCE: _____

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
6101	5301	84001	500329	100,646	Establish professional services expenditure budget
6101	5080	84001	500329	20,000	Establish secondary labor expenditure budget
TOTAL				120,646	

REVENUES/TRANSFERS IN

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
TOTAL				-	

NET ADJUSTMENT	120,646
----------------	---------

FUND BALANCE

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
6101				(120,646)	Reduce Water Operations Fund Balance
TOTAL				(120,646)	

Justification for Budget Adjustment:

This new project, #500329 Lead and Copper Rule Regulatory and Technical Assistance, will provide funding to complete a gap analysis to determine next steps in compliance with the state's Lead and Copper Rule Revisions. These revisions include a number of stringent requirements including an inventory of consumer side pipe material, which has not been required in the past. This project will help sort through the regulations and recommend a next step to compliance. This \$120,646 budget (\$100,646 for professional services and \$20,000 for staff secondary labor) will be funded by the Water Operations Fund (6101). This project is expected to be completed by the end of FY2023-24.

		REQUIRED APPROVALS:	
		1/23/23	
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 #: 2528

File #: 0900-02 & 0201-01

Title: 30-Inch Recycled Water Main Repair and Relocation Project - Budget Adjustment

Contact: Jason Marks 916-342-9573 jtmarks@roseville.ca.us

Meeting Date: 2/15/2023

Item #: 7.20.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt an ordinance to approve a budget adjustment initiating the 30-inch Recycled Water Main Relocation Project with a total budget of \$500,000 using available resources in the Wastewater Rehabilitation Fund.

BACKGROUND

A 30-inch recycled water pipeline requires repair in a currently inaccessible portion of the pipeline along Woodcreek Oaks near the Pleasant Grove Creek (north of Blue Oaks Blvd.). This project will repair the pipeline and relocate the alignment to allow appropriate operation and maintenance in the future. Funding has been identified in the Wastewater Rehabilitation Fund for this project.

FISCAL IMPACT

The recommended budget adjustment requests the establishment of a new project, the 30-inch Recycled Water Pipeline Repair and Relocation Project (#500330), and funding for the project's \$500,000 budget (\$400,000 for capital outlay and \$100,000 for City staff labor) is available in the Wastewater Rehabilitation Fund (6230).

ENVIRONMENTAL REVIEW

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

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Jason Marks, Process Engineer

Richard Plecker, Environmental Utilities Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Ordinance 6612

Budget Adjustment

ORDINANCE NO. 6612

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 30 Inch Recycled Water Main Repair and Relocation 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

REQUESTER NAME & TITLE: Jason Marks, Process Engineer FISCAL YEAR: 2022-23
PREPARER NAME & TITLE: Lisa Saunders, EU Business Analyst COUNCIL DATE (if applicable): 2/15/2023
DEPARTMENT/DIVISION: EU/Wastewater ORDINANCE: _____

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
6230	6587	84001	500330	400,000	Establish capital outlay expenditure budget
6230	5080	84001	500330	100,000	Establish secondary labor expenditure budget
TOTAL				500,000	

REVENUES/TRANSFERS IN

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
TOTAL				-	

NET ADJUSTMENT	500,000	
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FUND BALANCE

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
6230				(500,000)	Reduce Wastewater Rehabilitation Fund Balance
TOTAL				(500,000)	

Justification for Budget Adjustment:

This new project, #500330 30 Inch Recycled Water Main Repair and Relocation, will provide funding to remove and reroute a stretch of damaged recycled water main on an existing bridge to allow better access for operations and maintenance. The \$500,000 budget (\$400,000 for capital outlay and \$100,000 for staff secondary labor) will be funded by the Wastewater Rehabilitation Fund (6230). This project is expected to be completed by the end of FY2023-24.

		REQUIRED APPROVALS:	
		1/23/23	
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 #:

File #:

Title: Consent Calendar

Contact:

Meeting Date: 2/15/2023

Item #:



COUNCIL COMMUNICATION

CC #: 2544

File #: 0900-04-01 & 0201-01

Title: Regional Transportation Funding and Financing Plan for South Placer and South Sutter Region - Memorandum of Understanding Amendment, Funding Agreement and Budget Adjustment

Contact: Lainie Anderson 916-774-5331 landerson@roseville.ca.us
Daniel Leonardich 916-774-5341 dleonardich@roseville.ca.us

Meeting Date: 2/15/2023

Item #: 8.1.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution authorizing the City Manager to execute an amendment to the Memorandum of Understanding (MOU) regarding the development of a Regional Transportation Funding and Financing Plan and an Implementation Plan for Riego/Baseline Road and authorizing the City Manager or his designee to execute the Funding Letter of Agreement with Placer County Transportation Planning Agency (PCPTA) associated with the MOU amendment.

Additionally, staff requests that the City Council adopt an ordinance to approve a budget adjustment of \$166,182 from the City County Mitigation Fee Fund to fund the City's cost share for the MOU.

BACKGROUND

In January of 2020, staff from Placer County, Sutter County, the City of Roseville, and PCTPA formed a Project Development Team (PDT) to initiate a Project Study Report (PSR) to scope Riego Road/Baseline Road improvements from SR 99 to Foothills Boulevard. In conjunction with the PDT, a Strategy Team was formed, consisting of corridor development interests. The PSR, approved in October of 2020, indicated that Riego Road/Baseline Road needs to be widened and improved to support future planned and approved development and provide a reliable and safe east-west connection to meet anticipated traffic demands in the South Placer and South Sutter region. The PSR process also established a high-level project cost estimate and timeline for the project's environmental review process, the subsequent engineering and design phase, and a construction start date. Completing the PSR allows the Participating Agencies and PCTPA to pursue local, state, and federal funding for environmental, design, right-of-way, and construction of the Riego Road/Baseline Road improvements.

At the conclusion of the PSR, the PDT recognized that it would be in their best interest to continue to work cooperatively to design, fund, finance, and determine the timing of construction of Riego

Road/Baseline Road improvements located in their respective jurisdictions. The PDT also recognized that it would be in their best interest to work cooperatively to obtain state and federal transportation funding and develop a fair and equitable method to fund and finance costs of certain regional transportation improvements necessary to address cumulative traffic impacts within the South Placer and South Sutter region. These regional transportation improvements could include Riego Road/Baseline Road, State Route 99/70, Watt Avenue, and Placer/Sutter Parkway.

The purpose of the attached MOU amendment is to facilitate the second task of a proactive multi-jurisdictional approach amongst the Participating Agencies and PCTPA to address cumulative transportation impacts from pending and approved land development within the South Placer and Sutter region. Three tasks are required to advance a regional transportation funding and financing plan and construct future improvements on Riego Road/Baseline Road. These tasks are:

Task 1: To meet and confer to develop options and a mutually agreed upon scope and structure of a regional transportation funding and financing plan. - COMPLETED

Task 2: To mutually develop the analysis and related reports necessary to adopt a regional transportation funding and financing plan. - TODAY'S REQUESTED ACTION

Task 3: To develop an implementation plan for the Riego Road/Baseline Road project, including the Project Approval and Environmental Document (PA&ED) development phase. - FUTURE TASK

To complete these tasks, the Participating Agencies and PCTPA agreed to form a Project Development Team (PDT). The PDT will continue to meet as necessary to administer and implement this MOU amendment and take such action(s) as it deems appropriate to advance a regional transportation funding and financing plan and construct improvements on Riego Road/Baseline Road. A majority of the members of the PDT will constitute a quorum, and a consensus of all Participating Agency representatives will be required for decisions of the PDT. If a consensus cannot be reached, a meeting will be held among the representatives to resolve the disagreement.

Further, the Participating Agencies authorize PCTPA to perform the following work in support of Task 2:

Coordinate the efforts amongst the Participating Agencies to develop a fair share funding analysis that ensures future development within the South Placer and South Sutter region contributes their fair share towards the cost of additional infrastructure needed to mitigate cumulative regional transportation impacts attributable to new development. PCTPA will schedule and facilitate PDT meetings and synthesize data to facilitate a mutually agreed upon scope and structure for a fair share transportation funding program for the South Placer and South Sutter region. PCTPA will work to develop a consensus (as defined in the Memorandum of Understanding executed by the four agencies in October OF 2021) and reach agreements within the PDT on various fair share analysis components to permit consideration and adoption of the South Placer and South Sutter region fair share transportation funding program by the Participating Agencies' elected bodies.

PCTPA's cost for this work is estimated not to exceed \$498,546, including consultant services, PCTPA staff administration, and project contingency, which shall be shared equally by the Participating Agencies subject to the unanimous approval of PCTPA's proposed budget by the

PDT and each agencies' governing body.

A subsequent MOU amendment will be required to initiate Task 3 above. As such, this MOU amendment does not bind the Participating Agencies to take any future action beyond Task 2.

FISCAL IMPACT

A \$166,182 budget adjustment request from the City/County Mitigation Fee Fund is included with this item and will cover the City's share of the cost outlined in the MOU. There is no fiscal impact to the General Fund.

ENVIRONMENTAL REVIEW

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

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

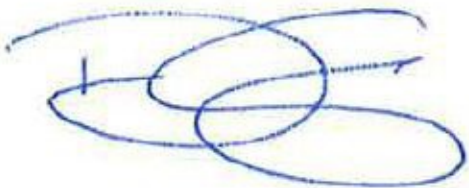
Goal D - Enhance economic vitality

Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Lainie Anderson, Administrative Assistant

Jason Shykowski, Public Works Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Updated PCTPA Funding Analysis Proposal

Resolution 23-064

MOU Amendment #1 RTFFP Task 2 Final clean

Roseville Task 2 Funding Letter of Agreement 23-01

Ordinance 6617

Budget Adjustment

SOUTH PLACER AND SOUTH SUTTER FAIR SHARE TRANSPORTATION FUNDING ANALYSIS

NOVEMBER 18, 2022



SHAPING A SMARTER
TRANSPORTATION
EXPERIENCE™

NOVEMBER 18, 2022

PLACER COUNTY TRANSPORTATION PLANNING AGENCY (PCTPA)

DAVID MELKO

299 Nevada Street

Auburn, CA 95603-4617



428 J STREET, SUITE 340

SACRAMENTO CA 95814

916.368.2000

A#22X03-091

SUBJECT: PROPOSAL FOR SOUTH PLACER AND SOUTH SUTTER FAIR SHARE TRANSPORTATION FUNDING ANALYSIS

Dear Mr. Melko and members of the selection committee,

DKS Associates, Inc. (DKS) is pleased to submit this proposal for the South Placer and South Sutter Fair Share Transportation Funding Analysis. This cover letter introduces our team and presents our understanding of the project.

DKS is a transportation planning and engineering firm that has a long history of performing multi-jurisdictional traffic-related engineering studies throughout California – including regional multijurisdictional AB1600 studies. **Erin Vaca, TE, AICP DKS Senior Transportation Planner** will manage the study and serve as the principal point of contact. Erin is joined **by Kimley-Horn** who brings their expertise in development services work and modeling experience in the SACOG region. Kimley-Horn will assist DKS in developing the baseline and future land use inputs in Sutter County and verifying residents in the Placer County portion of the model. DKS is **also joined by Robert Spencer of Urban Economics**, who brings his economic and financial consulting expertise, including over 100 AB1600 nexus studies.

Led by the Placer County Transportation Planning Agency (PCTPA), the role of DKS in this project is to develop a fair and equitable method to fund and finance a set of regional improvements. Several scenarios will be analyzed including specific fee schedules for improvements including the Riego Road/Baseline Road and Placer Parkway. DKS will augment the SPRTA model to provide greater detail to ensure Sutter County's circulation characteristics are accurately reflected. Based on the resulting travel forecasts, a fee schedule will be developed that reflects the relative fee burden between Sutter County and Placer County and establishes mutual exclusivity of the fees being applied by the City of Roseville.

All work tasks described in this proposal will be performed by the DKS team, in close coordination with PCTPA and its stakeholders. Work will be done out of the DKS/KH Sacramento offices with support from DKS staff out of our Oakland office. DKS, Kimley-Horn, and Urban Economics do not have any actual, apparent, or potential conflicts of interest that exist relative to the services to be provided under the Agreement for consultant services to be awarded pursuant to this RFP. This proposal shall be a firm offer for 90 days upon receipt by PCTPA. As a Principal of this firm, I am authorized to negotiate and contractually bind the company.

We are very excited about this project and thank you for your consideration.

Sincerely,

Carl Springer, PE

Principal, DKS Associates

Cell: 503.753.8991

email: carl.springer@dksassociates.com

B. EXECUTIVE SUMMARY

DKS is a transportation planning and traffic engineering firm with specialized skills in travel demand modeling, development of AB 1600 compliant traffic impact fee programs, and SB 743 implementation in California. DKS has a long history of providing AB1600 compliant traffic impact mitigation fee services to public agencies throughout California. This includes both local agency fee programs (single jurisdiction) and regional fee programs (multiple jurisdictions). The operative analysis tool for developing the fee schedule will be the recently updated South Placer Regional Transportation Authority (SPRTA) travel demand model. The SPRTA model is based upon SACOG's SACSIM-19 platform. Although DKS has not yet had the opportunity to apply the new SPRTA model, DKS does bring extensive experience developing and applying its source foundation: SACSIM-19. DKS has developed and applied SACSIM-19 for traffic impact studies, fair share AB1600 studies, corridor studies, and air quality studies. Examples of our SACSIM-19 applications include:

- Our role as the Prime On-Call Modeling consultant for Caltrans D-3 including the SR-51 (Business 80) and I-5 PA-ED traffic analyses.
- Traffic modeling for large specific plans for Sacramento County including the Jackson Township and West Jackson Specific Plans.
- Currently under contract with SACOG to beta-test the soon to be released SACSIM-23. Given the similarities between SACSIM and the recently updated SPRTA model, our SACSIM application experience and particularly our understanding and experience using its Population Synthesizer will assure accuracy and efficiency for this analysis. The importance of this technical component of the work program cannot be overstated.

DKS will perform a AB1600 compliant fair share analyses for the regional transportation system improvements and separate facility-specific fee structures for Riego Road/Baseline Road improvements from SR 99 to Foothills Boulevard. In close coordination with Sutter County, DKS will augment the SPRTA model to provide greater network and land use detail to ensure Sutter County's circulation characteristics are accurately reflected. Identification of future operational deficiencies to support the AB1600 nexus requirements will be based on established General Plan ADT Thresholds for Sutter and Placer County. Key regional roadway facilities to be examined are listed in the RFP, but others will be examined in coordination with the Project Development Team (PDT).

Based on the resulting travel forecasts and ADT threshold determinations identifying future deficiencies and capacity needs, a fee schedule will be developed that properly reflects the relative fee burden between Sutter County and Placer County for funding the regional roadway and interchange set of improvement projects. Fee structures for two build scenarios of the Riego Road/Baseline Road improvements from SR 99 to Foothills Boulevard will also be quantified.

Applying the Sutter County augmented SPRTA travel model, DKS will develop the following requisite inputs for developing a fee schedule:

1. Isolating and excluding the proportion of trips for each regional roadway improvement that are not associated with local growth. This includes Riego Road/Baseline Road (SR 99 to Foothills Boulevard) that are interregional, non-local or from existing development trips; and,
2. The fair share (percentage) contributions required to develop the impact fee schedule;
3. Determine any overlap with existing fee programs (i.e., City of Roseville) to ensure that the development community is not paying redundant fees for the same improvement.

Given that DKS had performed a similar South Placer and South Sutter Fair Share Transportation Funding Analysis that was not ultimately supported by all participating agencies, greater emphasis on interagency consultation is proposed for this effort. Previously, the level of participation varied amongst agencies. This resulted in future land use growth assumption modifications in one jurisdiction without the other jurisdictions fully realizing what the fair share implications would be. This resulted in "sticker shock" at the end of the process. To avoid this, DKS proposes a more thorough sensitivity and vetting process of alternative fee schedule scenarios identified in the RFP. This will be done so that the participating agencies and all stakeholders including the BIA understand the fee implications across all scenarios. **Unlike the prior study, DKS now provides a strategic planning and interagency consultation service line out of our Sacramento Office. Led by Kendall Flint (formerly of PMC, Flint Strategies and Regional Government Services).**

DKS now specializes in stakeholder engagement for transportation planning studies including the development of fee programs, sales tax referendum bids and expenditure plans. Kendall's experience includes providing community engagement and stakeholder consultation for potentially contentious traffic fee updates including for El Dorado County and San Joaquin County; supporting the November 2016 transportation sales tax referendum successes in Stanislaus and Merced Counties including working with all of StanCOG and MCAG member agencies to develop their respective expenditure plans; facilitating the dissolution of the 14 member Fort Ord Reuse Authority including negotiations of individual contracts and successor agreements for transportation infrastructure improvements and environmental remediation; and, performing the public engagement process for the El Dorado County TIM Fee comprehensive in 2016. Through this DKS service line, much greater attention will be placed on ensuring all participating agencies and stakeholders are kept abreast of the study and its findings as they generated (interim deliverables) rather than at the end of the process.

Kendall Flint, with Erin Vaca (DKS Project Manager) and other key member of the DKS team will lead a stakeholder engagement process with the development community, the North State Building Industry Association (BIA), and other stakeholder groups as needed. DKS will work with the PDT on the development of the stakeholder engagement process, which shall complement any outreach efforts currently undertaken City of Roseville, Placer, and Sutter counties, and PCTPA.

The DKS team will provide options for how to administer the regional fee. To best ensure regional oversight and timely use of funds to implement projects – financial reviews (i.e., annual auditing) can be conducted by the administering agency responsible for implementing the fee program (i.e., PCTPA). These audits would track the fee revenue collected by local agencies (used to fund the program), fund balances, and better ensure the timely use of funds to implement the regional roadway improvements identified in the fee schedule. This regional oversight would facilitate compliance with AB1600 and allow greater flexibility to implement pieces or phases of a larger project that provide independent utility. As an example, by continuing to collect and hold funds for large projects over an extended amount of time (10+ years), agencies can put themselves at risk in case of challenge – including the funds themselves (i.e., reimbursement of funds back to the development community may be required). Project phasing accounts can be established for larger projects (e.g., Placer County Parkway and the Riego Road/Baseline Road Widening) that would allow phases that provide independent utility to be implemented more quickly.

For the Riego Road/Baseline Road Widening project this could take the form of intersection improvements to address “node” capacity needs first – prior to widening. In fact, by improvement nodal capacity first the ultimate need for widening can be delayed allowing more time and therefore more fees to be collected to implement this final phase. DKS will provide options for the PDT to consider that could form the basis for a standard operating agreement to fee implementation.

DKS TEAM

All tasks described in this proposal will be performed by DKS primarily out of our Sacramento Office with additional support as needed from our Oakland Office.

Given the importance of land use to developing accurate travel forecasts, DKS is joined by Kimley-Horn, who bring a long history development services work and modeling experience in the SACOG region. Kimley-Horn will assist DKS in ensuring the baseline and future land use inputs in Sutter County and those resident in the Placer County portion of the model are accurate. Given that Kimley-Horn is also familiar with the SACSIM platform, they will provide another “set of eyes” for all modeling output developed by DKS. As a full-service transportation engineering and planning firm, Kimley-Horn will also update as needed all planning level cost estimates of the regional improvements included in the fee schedule. DKS and Kimley-Horn planning staff have teamed together on many projects including: SR 49 American River Confluence Corridor Study (EDCTC) and the North County Comprehensive Multimodal Corridor Plan. They also provide an second set of eyes on all modeling inputs and results. Lastly, for economic and financial analysis support, DKS is joined by Mr. Robert Spencer of Urban Economics. Mr. Spencer has over 30 years of experience providing economic and financial consulting services to public agencies including over 100 AB1600 nexus studies.



C. SCOPE OF WORK

I. METHODOLOGY

Key steps and interim deliverables for all tasks are listed in Section III on the following page.

II. SCOPE OF WORK (BY TASK)

TASK 1: DATA COLLECTION

The two primary data collection items for this study entail traffic counts and existing/future land use information. Traffic counts will provide an adequate foundation for the existing operating conditions of the regional system of roadways and post-processing the traffic forecasts. Sources of traffic counts include Caltrans published state highway volumes, PeMS data, existing traffic count data bases from the participating agencies and the SPRTA baseline model validation counts. Historical count data will be checked to gauge whether there are lingering traffic suppressing effects of the pandemic. For roadways that indicate a significant decrease in growth, DKS will apply the historical growth rate to establish reasonable growth factors to “correct” the non-representative traffic counts. DKS applied a similar pandemic factoring process to traffic counts used as part of the San Joaquin County Traffic Impact Mitigation Fee update (approval scheduled in December 2022). Traffic count gaps may be issue in Sutter County. However, if there are gaps in the existing traffic count data base, “Big Data” can help provide traffic volume estimates. DKS and Kimley-Horn can provide access to Streetlight data by purchasing on the clients behalf with Streetlight Data and Replica respectively.

Developing land use data to establish both baseline and future year conditions will primarily focus on Sutter County given that this area is currently not well represented in the SPRTA travel demand model. As a starting point, baseline land use within the SACSIM-19 model will be reviewed and updated for translation into the SPRTA model. Future land use in both Sutter and Placer County will entail reflecting specific plans, and the General Plans for the City of Roseville, Placer, and Sutter counties. The DKS team will review the SPRTA’s baseline and projected land use assumptions resident in the updated SPRTA travel demand model and in coordination with the PDT make modifications as appropriate. Existing and projected land use will be summarized by land use type and jurisdiction with sub-stratifications of specific plans. These data will be reviewed and vetted by participating agencies. If modifications are suggested by a given jurisdiction – all participating agencies will be informed of the request. Translation and importation of the land use projections into the SPRTA travel demand model will not occur until all agencies are in agreement with the land use assumptions.

TASK 2: MODEL DEVELOPMENT

The DKS team will augment the existing SPRTA travel model domain to accurately reflect Sutter County. The DKS team will develop the TAZ structure and roadway network for Sutter County. The starting point for model structure will be SACSIM-19. Refinements to the TAZ and network structure and detail will be considered relative to future growth areas. Kimley-Horn will focus on inventorying existing and future planned development in Sutter County. Once inventoried, DKS will translate the land use information into the SPRTA travel model. Given our extensive use and application of SACOG’s SACSIM-19 model and specifically its Population Synthesizer for Sacramento County, DKS has developed automated tools and scripts to perform model land use coding and translation into the land use types and socio-economic stratifications resident in the SPRTA travel demand model. As such, the DKS team can complete this task efficiently and accurately commensurate with the process applied for Sacramento County’s Super Cumulative model developed for the SACOG region. Once developed, the DKS team will revalidate the model with particular emphasis in the Sutter County sub-area based on state/federal validation guidelines including performing dynamic validation to ensure the model “behaves” intuitively and displays the appropriate sensitivity to both network and land input changes.

TASK 3: MODEL RUN ALTERNATIVES DEVELOPMENT

All CIP improvement scenarios identified in the RFP will be modeled independently to provide the PDT a comprehensive understanding the fair share implications of each alternative. With the combined computer resources of DKS and Kimley-Horn, the DKS team can double up on model runs to allow quicker turnaround times of alternatives. With model execution times taking longer, this is an important consideration.

TASK 4: FAIR SHARE ANALYSIS DEVELOPMENT

A key aspect of the fair share analysis will be to accurately track the jurisdiction of trip origin and destination. DKS brings extensive experience with developing fee structures that include multiple fee benefit zones (El Dorado County, San Joaquin County, etc.). For this application, fee benefits zones will be developed to isolate the trip origin-destination of each county and if desired, each incorporated city. Select link scripts will be applied that will provide a complete breakdown of the relative usage of each regional CIP improvement and zone of origin-destination. This will provide greater transparency of the relative fee burden to be expected for each fee alternative.

TASK 5: FEE SCHEDULE DEVELOPMENT AND NEXUS STUDY

The DKS team includes Bob Spencer of Urban Economics who specializes in developer-based AB1600 compliant impact fee programs. Various DUE calculation options will be discussed with the PDT including but not limited to: 1) Trip Based DUEs; 2) VMT-Base DUEs; or, Hybrid Trip/VMT weighting. Depending on the preference – including VMT will invariably shift some of the fee burden from retail/commercial land use to the other land uses given that average trip lengths are typically much shorter for retail/commercial trips. Pursuant to AB 602, residential land use DUEs will be calculated on a per unit basis (for comparative purposes) and by square foot (for fee structure purposes).

Urban Economics (UE) will develop fee structures for each CIP alternative scenario. This will allow the PDT to clearly understand the fee implications by jurisdiction of each CIP scenario. This will facilitate the interagency engagement process the ultimate selection of a preferred fee structure.

TASK 6: AGENCIES ENGAGEMENT

As described in the Understanding section of this proposal, DKS proposes a thorough sensitivity and vetting process of alternative fee schedule scenarios to all the participating agencies. This process will be led by Kendall Flint of DKS who specializes in interagency coordination and engagement specifically for reaching consensus on CIP lists, expenditure plans, and other strategic planning efforts.

TASK 7: STAKEHOLDER ENGAGEMENT

Similar to Task 6, DKS will engage all interested stakeholders including but not limited to the BIA. DKS project management is familiar with the BIA members and routinely coordinates with them as part of other successfully completed fee studies completed in the region (Sacramento County, City of Rancho Cordova, San Joaquin County etc.). Four stakeholder meetings are proposed a key steps in the fee development process. For stakeholders, emphasis will be placed on demonstrating the technical veracity of the analyses performed and the key Mitigation Fee Act requirements that are addressed as part of the analysis.

As requested in the RFP, a full scope of work can be found on-line at: <https://tinyurl.com/PCTPA-DKS-Full-Scope-of-Work>

III. LIST OF DELIVERABLES BY TASK

- 1.1 Traffic Counts (Excel Table: Traffic Count Locations, Counts, Year of County, Adjustment Factor)
- 1.2 Land Use (Excel Table: Existing and Future Land use by: Jurisdiction, Specific Plan, LU Category)
- 2.1 Land Use Inputs (Model Land Use translation – Export to Excel Data Base)
- 2.2 Sutter County Sub-Area Validation (Technical Memo (WORD/PDF) – Validation Analysis)
- 2.3 Future Baseline Model Run (Executed Model – Loaded Network)
- 2.4 Model Post Processing (NCHRP 255) – Excel Table of Adjustment Process
- 3.1 Deficiency Assessment (Existing and Future Deficiencies) Technical Memo - Deficiency Analysis
- 3.2 CIP List Development (logical project limits) – Excel Table of Project Limits and Improvement Costs
- 4.1 Fee Benefit Zone Development (Maps of Fee Zones and Model TAZ Correspondence Excel Table)
- 4.2 Select Link Analysis of CIP list (Excel Table – Fair Share Results by CIP Improvement)
- 5.1 Draft Fee Schedule Development (DUE, Cost, Fair Share) – Technical Memo (WORD/PDF)
- 5.2 CIP Scenario Development and Fee Schedule Sensitivity Analysis (Excel Table – Fees by Scenario)
- 5.3 Selection of Preferred Fee Schedule (PDT Decision – Consultation Process)
- 5.4 Draft/Final Fee Study Report (Draft and Final Report (WORD/PDF))
- 6.1 Monthly PDT Meetings (Short-Term Action Lists (WORD/PDF) - Reflects agenda and minutes)
- 6.2 Bi-Monthly Check-in with PCTPA (PPT, Agenda, Short-Term Action List)
- 7.1 Stakeholder Engagement Plan (Memorandum (WORD/PDF including Excel Table – Stakeholder List)
- 7.2 Stakeholder Meetings (4) (PPT and Agenda). For Council and Board Meeting Presentations (PPT)

D. MANAGEMENT APPROACH

I. MANAGEMENT PLAN

PROJECT MANAGEMENT APPROACH

We will work closely with PCTPA to establish a schedule and set milestones that will ensure the project is completed on time. Our project managers are trained in producing timely and cost-effective transportation projects. DKS uses both technical and administrative tools to effectively manage projects by minimizing administrative time and maximizing our time to serve clients.

DKS' approach is made successful by incorporating:

- ✓ Project Management Planning to establish roles, communication expectations, confirm key project objectives, and align resources with schedule needs
- ✓ Weekly review of all project activity through DKS' Management Information System, which summarizes all labor and expense charges
- ✓ Monthly project management review by independent staff to monitor contract performance
- ✓ Consistent communication with clients through email, BaseCamp/Google Docs (cloud-based project management tools), memos, meetings, and/or work sessions
- ✓ Incremental project report development through memos (or other means) throughout the project
- ✓ Implementation of our Quality Management Plan to assure technical accuracy, completeness, and product quality

Our approach is key to meeting schedules and delivering a quality product within budget. The important elements of our approach that keep our projects on time include:

- Providing an experienced and effective project manager who fully understands the technical process; Using an internal online management tool to provide a constant view of the project's status and schedule
- Maintaining a constant view of upcoming deliverables in a shared internal online calendar
- Conducting bi-weekly project management calls to address issues early and maintain accountability to schedule
- Bi-weekly check-in meetings with the Project Management Team to report progress on short-term action items and upcoming deliverables
- Frequently communicating with the client project manager to understand needs and coordinate approach

Regular meetings with the client project manager and project team mean that budget or scheduling issues can be identified early and addressed so the overall project is not impacted.

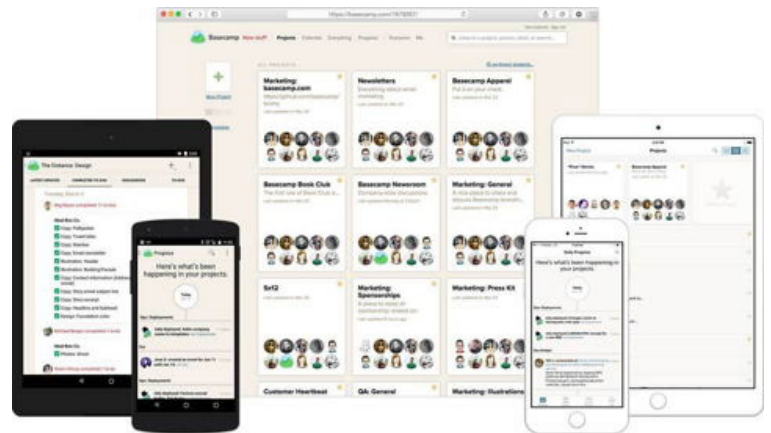
ABILITY TO MEET SCHEDULE

At DKS, our project managers work closely with our clients to establish a schedule and set milestones that will ensure the project is completed on-time. Erin Vaca, our project manager for this project, has been trained in producing timely and cost-effective transportation projects. She uses both technical and administrative tools to effectively manage projects by minimizing administrative time which will maximize her time to serve the PCTPA.

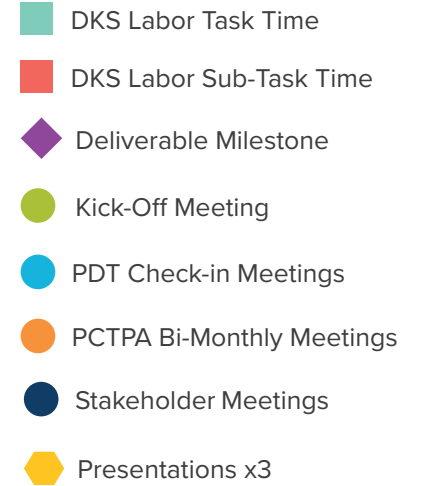
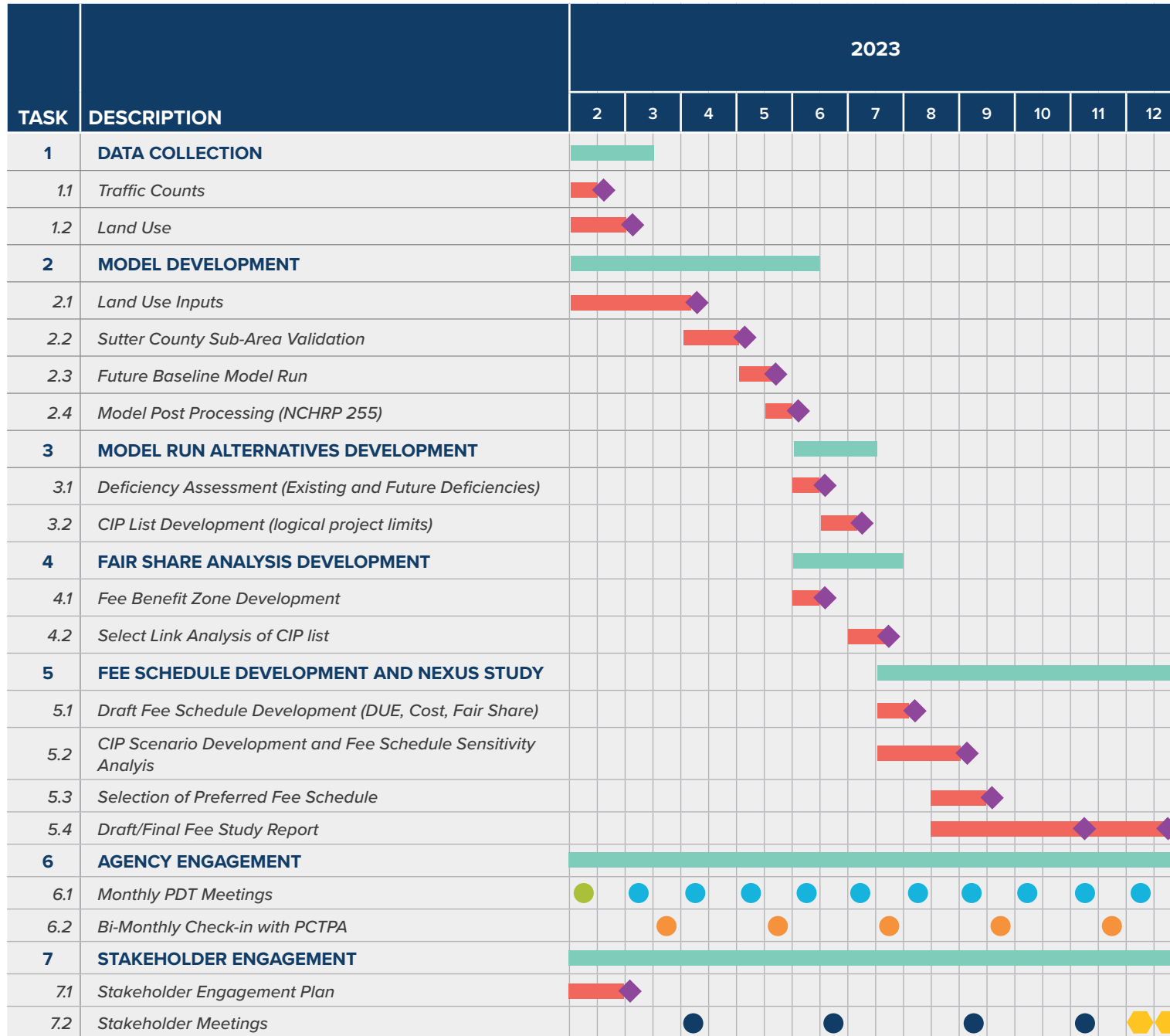
DKS' approach to meeting schedule deadlines is made successful by incorporating:

- Weekly review of all project activity through DKS' Management Information System, which summarizes all labor and expense charges
- Monthly project management review by independent staff to monitor contract performance
- Consistent communication with clients through email, BaseCamp/Google Docs (cloud-based project management tools), memos, meetings, and/or work sessions
- Incremental project report development through memos (or other means) over the course of the project

We are committed to meeting the PCTPA's final deliverable date of December 2023. We have thoroughly reviewed the staff backlog and have identified that the proposed staff are available throughout the life of the project.



II. PROJECT DELIVERY SCHEDULE



QUALITY ASSESSMENT & QUALITY CONTROL PROCEDURES

DKS uses our internal procedures for quality control. As project manager, Erin Vaca will be responsible for proactively planning and directing the work processes, services and deliverables throughout the project. Carl Springer, in his role as Principal In Charge, will lead overall quality and control and client satisfaction. He will check in with PCTPA to make sure expectations are being met or exceeded.

Our QC plan uses three primary components:

- **Independent reviews** – Senior engineers, independent from the project, will perform a peer review for their appropriate technical discipline to check that all project deliverables are accurate and complete using prescribed checklists, standards, policies, and procedures. One week prior to each submittal, the QC manager will perform a high-level review of all project deliverables to check that design elements have been coordinated between disciplines and follow all prior direction from the client.
- **Review checklists** – Use checklists to review products internally for conformance to partner agency standards when applicable.
- **On-line issue tracking** – As required, our team uses shared files in the cloud for design issue, decision tracking, and responding to clients, which saves time and encourages collaboration.
- **Clear & Concise Communication** – Erin has experience working effectively with multi-jurisdictional agencies and she understands each agency's values and needs. She is an effective communicator and understands the importance of frequent and clear communication to be responsive on a project. Erin will review the scope and budget with the PCTPA project manager and continue the collaborative approach that has been the reason clients continue to turn to Erin.

Thorough Understanding of Project

- Meet with client to fully understand goals, potential risks, & issues
- Identify critical success factors
- Set up Quality Management Plan

Consistent Communication

- Weekly internal team meetings for review of schedule & budget
- Regular meetings with core management team
- Pre-meeting check-ins with key stakeholders
- Use communication tools such as GoTo Meeting & Basecamp to share project status, action items, deadlines, review & comment logs, and deliverable progress
- Respond to all requests within 24 hours.

Documentation Review

- Comment logs used to track all client & QC manager comments & will include responses stating solutions
- Technical discipline peer review to verify project deliverables are accurate & complete
- QC manager will perform a high-level review of project deliverables to verify design elements are met, verify coordination between disciplines, & confirm all prior directions from client have been completed
- A quality assurance audit will also be performed

Project Completion & Insights

- Internal review of project performance to reinforce successful practices & apply the lessons learned to future projects
- Conduct client surveys annually to assess project performance



**Placer County Transportation
Planning Agency**
Executive Director
Mike Luken

Project Manager
Erin Vaca

Principal-In-Charge
Carl Springer

Sr. Technical Advisor
Jim Damkowitch

Project Support

Ross Ainsworth

John Gibb

Kendall Flint

Subconsultants

Bob Spencer (UE)

Mike Schmitt (KH)

Chris Gregerson (KH)

Matt Weir (KH)

Sean Houck (KH)

ORGANIZATIONAL CHART

DKS has assembled a team of professionals for PCTPA who have extensive multifaceted experience in traffic engineering analysis and transportation planning. These project engineers and transportation planners have proven their capabilities working for public agencies on traffic engineering projects throughout California and nationally.

Our project team members have been chosen based on two primary factors:

1. Experience and expertise, and
2. Their availability to work on your project throughout its duration.

Brief introductions to each team member follow, as requested in the RFP, resumes can be found on-line at: <https://tinyurl.com/PCTPA-DKS-Resumes>

PROJECT MANAGER

Erin Vaca. Erin has over 15 years of transportation planning experience and has focused on travel demand model applications to support countywide transportation plans, multimodal planning studies, corridor studies, land use plans, and traffic impact analyses. Erin has worked on or managed a number of transportation impact fees for jurisdictions in the Bay Area. She is currently managing a fee update for the Town of Los Gatos.

Jim Damkowitch *Sr. Technical Advisor.* Jim has over 30 years of experience in regional multimodal transportation planning, congestion management, traffic impact fee programs, multidisciplinary corridor studies, safety studies, transit studies, active transportation studies, operational analyses, transportation and air quality modeling, and performance measure applications.

Jim Damkowitch has a long history of providing AB1600 compliant traffic impact mitigation fee services to public agencies throughout California. This includes both local agency fee programs and regional agency fee programs. The following traffic impact fee updates (to name just a few) have been performed/managed by Jim Damkowitch of DKS for public agencies in California:

- San Joaquin County Traffic Impact Mitigation Fee Program Update (anticipated December 2022)
- El Dorado County ITS Master Plan Implementation Fee Schedule (2022)
- San Joaquin Council of Governments Regional Transportation Impact Fee Addendum (2020)
- El Dorado County Western Slope CIP and Traffic Impact Fee Program Update (2020)
- City of Goleta Development Impact Fee Update (2019)
- City of Chico Facilities Fee Update (2019)
- San Joaquin Council of Governments Regional Transportation Impact Fee Addendum (2020)
- San Joaquin Council of Governments Regional Transportation Impact Fee Update (2017)
- El Dorado County Western Slope CIP and Traffic Impact Fee Program Update (2016)
- San Joaquin County Traffic Impact Mitigation Fee Program Update (2015)
- San Joaquin Council of Governments Regional Transportation Impact Fee Update (2011)
- San Joaquin County Traffic Impact Fee Mitigation Program 2008 Update (2008)
- Atwater-Merced Expressway (SR-59 Bypass) Fee Study and Phasing Analysis (2008)
- City of Rio Vista AB1600 Study (2008)
- City of Goleta CIP Fair Share Analysis (2008)

PROJECT SUPPORT

Carl Springer *Principal-In-Charge*. Carl has led large-scale transportation planning studies for public agencies throughout the West Coast. As a planning practice leader, he understands that effective planning requires a careful balance of technical studies, building community understanding of strategies and trade-offs, and capturing plan recommendations in a reader-friendly, highly visual document. As the Principal-in-Charge (PIC) and QA/QC Lead, Carl will support Erin Vaca (PM), ensuring he has all the necessary tools, resources, and staff readily available to him to exceed the PCTPA's technical and contractual expectations.

Ross Ainsworth *Senior Advisor*. Ross Ainsworth is a senior project manager and a business development lead with over 53 years of experience. He has served as the principal-in-charge and quality control officer for many projects. In this role, he is responsible for managing client coordination, project scheduling, budget control, technical analysis, corporate management, and companywide business development. Ross's experience in both the public and private sectors gives him the capabilities and skills needed to serve as a liaison with government agencies and a representative at public workshops, open houses, and presentations for DKS' clients. He has also attended numerous workshops and conferences as a presentation speaker.

John Gibb *Travel Demand Modeling*. John's experience focuses on developing and applying travel demand models, including calibration, troubleshooting, specialized applications, travel survey analysis, and model estimation. He played a key role in developing and implementing the Sacramento Area Council of Governments (SACOG) activity-based travel demand model SacSim in 2005-2007 and subsequent updates. Previously, John played a major role in developing the SACOG's SACMET model in 1992 and its updates in 1995 and 2001, including estimation of its trip generation, trip distribution, and mode choice submodels from survey data. Applied models to develop and evaluate general plans, master plans, and circulation plans for Sacramento County, Placer County, Fresno County, and the cities of Roseville, Rocklin, Redding, and Carson City.

Kendall Flint *Interagency Coordination*. Kendall Flint is an industry professional with more than 30 years of agency coordination and public engagement experience, related to transportation planning efforts throughout California. She has created and implemented a broad range of communication, economic development, and outreach campaigns for both public and private agencies.

SUBCONSULTANTS

Bob Spencer (Urban Economics) *Nexus & Fee Schedule*. Bob Spencer is one of California's leading experts on nexus studies for fees, rates, and assessments to fund infrastructure and services. These studies include impact fees under the Mitigation Fee Act, CEQA mitigation fees, regulatory fees, benefit assessments, and user fees. Mr. Spencer has developed a wide range of transportation funding programs for local agencies. Projects have included multimodal programs for transit, bike, and pedestrian facilities as well as road maintenance revenue programs. As part of this work he has developed cutting edge strategies that streamline the environmental review process for development projects.

Mike Schmitt, AICP CTP, PTP, RSP₁ (Kimley-Horn) *Kimley-Horn Lead*. Mike has nearly 30 years of experience and is one of only a handful of transportation professionals in the United States who is recognized by both the American Planning Association (APA) and Transportation Professional Certification Board (TPCB) as being a specialist in transportation planning and safety. With more than two decades of experience, Mike has worked on a wide variety of multimodal transportation projects, including those with a significant focus related to impact fees, VMT, and travel demand modeling.

Chris Gregerson, PE, TE, PTOE, PTP (Kimley-Horn) *Impact Fee*. Chris is a professional civil and traffic engineer with 10 years of experience in developing traffic impact analyses for both new developments and the expansion of existing developments. Chris has direct experience in developing and updating impact fee programs for both the technical and public involvement components of the project. Chris also has experience running travel demand models in both the standard and activity-based approaches as well as calibrating mode choice models for metropolitan regions.

Matt Weir, PE, TE, PTOE, RSP₁ (Kimley-Horn) *Development Services*. Matt is a civil/traffic engineer with nearly 25 years of focused traffic engineering experience, including intersection and roadway design, safety studies, traffic signal design, signal timing development and implementation, and ITS planning and design. Matt has a deep resume of traffic and civil engineering experience throughout the Sacramento Region and Northern California.

Sean Houck, PE (Kimley-Horn) *Transportation Solutions*. Sean is a principal engineer with 26 years of success in the development and delivery of transportation projects for state and local agencies throughout California. His experience includes the preparation of feasibility studies, intersection control evaluations, project initiation documents, project assessment and environmental documents, construction documents, and construction administration and support.

E. EXPERIENCE OF FIRM AND PERSONNEL

PROJECT TITLE & DESCRIPTION	PROJECT COSTS (TOTAL; DKS/PRIME FEE)	DATES (START-COMP.)	KEY TEAM MEMBERS	SUB/PRIME CONSULTANTS	CLIENT REFERENCE
San Joaquin County TIMF	\$241,333; \$202,473	4/21-12/22	» Jim Damkowitch » Dave Tokarski » John Gibb » Sean Carney » Kendall Flint » Bob Spencer	» Urban Economics	Jeff Levers jlevers@sjgov.org (209) 953-7631
Los Gatos	\$148,784; \$105,152	2/22-1/23	» Erin Vaca » Jim Damkowitch » Yu Hong Hwang » Bob Spencer	» Urban Economics	Nicolle Burnham nburnham@losgatosca.gov (408) 399-5774
Rancho Cordova	\$178,390; \$144,390	9/2020 -2/2022	» Jim Damkowitch » Dave Tokarski » John Gibb » Sean Carney » John Long » Bob Spencer	» John Long » Urban Economics	Mark Thomas mthomas@cityofranhocordova.org (916) 851-8876
Roth Road Corridor Study & Fee Schedule	\$299,997; \$244,997	9/17-12/22	» Jim Damkowitch » Dave Tokarski » John Gibb » Sean Carney » Kendall Flint » Bob Spencer	» Urban Economics » Mark Thomas	Ryan Niblock niblock@sjcog.org (209) 235-0588
El Dorado County ITS Master Plan Implementation Fee Schedule	\$32,702; \$32,702	3/21-1/22	» Jim Damkowitch » Josh Pilachowski » Erin Vaca	N/A	Zach Oates zach.oates@edcgov.us (530) 621-7580
El Dorado County TIF**	\$254,000; \$157,000	10/19–10/20	» Jim Damkowitch » Dave Tokarski » John Gibb » Sean Carney » Michael Schmitt » Chris Gregerson » Bob Spencer	» Kimley-Horn » Quincy Engineering » Urban Economics	Zach Oates zach.oates@edcgov.us (530) 621-7580
City of Goleta DIF*	\$85,000; \$65,000	6/18-2/19	» Jim Damkowitch » Bob Spencer	» Urban Economics	Charlie Ebeling cebeling@cityofgoleta.org (805) 961-7569
SJCOG RTIF* 2020 Addendum 2018 Addendum*	\$113,833; \$97,233 2020: \$18,000 2018: \$18,000	6/16-6/20	» Jim Damkowitch » Bob Spencer	» Urban Economics	Travis Yokoyama Yokoyama@SJCOG.ORG (209) 235-0451

* Managed by Jim Damkowitch prior to joining DKS in March 2020

** DKS and Kimley Horn were concurrently hired under separate contracts to perform update

COST PROPOSAL

TOTAL PROPOSED COST

Task Description	DKS		Kimley-Horn		Urban Economics		Total Project Hours	Total Project Cost
	Total Hours	Total Cost	Total Hours	T Total Cost	Total Hours	T Total Cost		
Task 1 Data Collection								
1.1 Traffic Counts	31	\$ 4,412	-	\$ -	-	\$ -	31	\$ 4,412
1.2 Land Use	35	\$ 5,469	6	\$ 1,541	-	\$ -	41	\$ 7,011
Task 2 Model Development								
2.1 Land Use Inputs	17	\$ 2,986	94	\$ 8,370	-	\$ -	111	\$ 11,356
2.2 Sutter County Sub-Area Validation	79	\$ 12,854	8	\$ 2,179	-	\$ -	87	\$ 15,034
2.3 Future Baseline Model Run	17	\$ 2,986	7	\$ 1,867	-	\$ -	24	\$ 4,853
2.4 Model Post Processing (NCHRP 255)	27	\$ 4,113	2	\$ 545	-	\$ -	29	\$ 4,658
Task 3 Model Run Alternatives Development								
3.1 Deficiency Assessment (Existing and Future Deficiencies)	37	\$ 5,491	-	\$ -	-	\$ -	37	\$ 5,491
3.2 CIP List Development (logical project limits)	29	\$ 4,982	76	\$ 8,450	-	\$ -	105	\$ 13,433
Task 4 Fair Share Analysis Development								
4.1 Fee Benefit Zone Development	23	\$ 5,296	-	\$ -	-	\$ -	23	\$ 5,296
4.2 Select Link Analysis of CIP list	37	\$ 8,919	-	\$ -	-	\$ -	37	\$ 8,919
Task 5 Fee Schedule Development and Nexus Study								
5.1 Draft Fee Schedule Development (DUE, Cost, Fair Share)	12	\$ 2,838	-	\$ -	20	\$ 4,403	32	\$ 7,242
5.2 CIP Scenario Development and Fee Schedule Sensitivity Analysis	122	\$ 23,180	3	\$ 964	60	\$ 13,210	185	\$ 37,354
5.3 Selection of Preferred Fee Schedule	11	\$ 2,661	-	\$ -	8	\$ 1,761	19	\$ 4,422
5.4 Draft/Final Fee Study Report	144	\$ 24,835	32	\$ 3,402	16	\$ 3,523	192	\$ 31,761
Task 6 Agency Engagement								
6.1 Monthly PDT Meetings	36	\$ 8,174	14	\$ 3,898	20	\$ 4,403	70	\$ 16,476
6.2 Bi-Monthly Check-in with PCTPA	36	\$ 8,174	14	\$ 3,898	20	\$ 4,403	70	\$ 16,476
Task 7 Stakeholder Engagement								
7.1 Stakeholder Engagement Plan	11	\$ 2,633	-	\$ -	-	\$ -	11	\$ 2,633
7.2 Stakeholder Meetings (4)	52	\$ 11,215	22	\$ 6,385	12	\$ 2,642	86	\$ 20,243
Total Hours	756		281		156		1,190	
Total Direct Expenses		\$ 1,340		\$ 400		\$ 800		\$ 2,540
Total Cost		\$ 142,560		\$ 42,292		\$ 35,147		\$ 219,998

3-YEAR ON-CALL SERVICES

DKS is accustomed to providing on-call services for regional fee programs. As an example, for the San Joaquin Council of Governments RTIF program (5-Year: 2016-2021) and currently (3-Year: 2022-2025). Using the same staff listed in our detailed budget sheets, the DKS team can provide technical on-call services to PCPTA on a time and materials basis for up to 3 years at a total not-to-exceed budget amount of \$40,000.

SUPPLEMENTAL COST BREAKDOWN: LEVEL OF INVOLVEMENT BY TASK

Task #	Task Description	Level of Effort by DKS Team				
		Staff Hours	DKS	KHA	Urban Economics	DKS
Task 1	Data Collection	72	66	6	-	92%
Task 2	Model Development	251	140	111	-	56%
Task 3	Model Run Alternatives Development	142	66	76	-	46%
Task 4	Fair Share Analysis Development	60	60	-	-	100%
Task 5	Fee Schedule Development and Nexus Study	428	289	35	104	68%
Task 6	Agency Engagement	140	72	28	40	51%
Task 7	Stakeholder Engagement	97	63	22	12	65%
	Total Hours	1,190	756	278	156	64%

SUPPLEMENTAL COST BREAKDOWN: DKS

		DKS										Direct Expenses	DKS Total Hours	DKS Total Cost	
		Carl Springer	Jim Damkowitz	Erin Vaca	Dave Tokarski	Kendall Flint	John Gibb	Sean Carney	Yu Hong Hwang	Zoey Li	Elizabeth Aguilar				
		Principal In Charge	Technical Advisor	Project Manager	Senior Transportation Planner	Outreach Task Lead	Operations Task Lead	Planner/Engineer	Planner/Engineer	Planner/Engineer	Project Coordinator				
		Current Direct Pay Rate	\$ 80.80	\$ 92.30	\$ 67.20	\$ 62.00	\$ 83.00	\$ 74.83	\$ 53.81	\$36.50	\$36.50				\$31.73
		Fringe Benefit Rate	80.84%	80.84%	80.84%	80.84%	80.84%	80.84%	80.84%	80.84%	80.84%				80.84%
		Indirect OH Rate	100.92%	100.92%	100.92%	100.92%	100.92%	100.92%	100.92%	100.92%	100.92%				100.92%
		General and Admin Rate	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%				0.00%
Escalation (5%/year)		5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%				
Profit Fee		12.00%	12.00%	12.00%	12.00%	12.00%	12.00%	12.00%	12.00%	12.00%	12.00%				
Fully Loaded Billing Rate		\$ 267.73	\$ 305.84	\$ 222.67	\$ 205.44	\$ 275.02	\$ 247.95	\$ 178.30	\$ 120.94	\$ 120.94	\$ 105.14				
Task 1 Data Collection															
1.1 Traffic Counts			1	2	4					20	4		31	\$ 4,412	
1.2 Land Use			1	4	8					20	2		35	\$ 5,469	
Task 2 Model Development															
2.1 Land Use Inputs			1	4	4					8			17	\$ 2,986	
2.2 Sutter County Sub-Area Validation			1	4	8		16			50			79	\$ 12,854	
2.3 Future Baseline Model Run			1	4	4					8			17	\$ 2,986	
2.4 Model Post Processing (NCHRP 255)			1	2				8		16			27	\$ 4,113	
Task 3 Model Run Alternatives Development															
3.1 Deficiency Assessment (Existing and Future Deficiencies)			1	2	2			8	8	16			37	\$ 5,491	
3.2 CIP List Development (logical project limits)			1	2	2			16		8			29	\$ 4,982	
Task 4 Fair Share Analysis Development															
4.1 Fee Benefit Zone Development		1	2	8	8		4						23	\$ 5,296	
4.2 Select Link Analysis of CIP list		1	2	2	8		24						37	\$ 8,919	
Task 5 Fee Schedule Development and Nexus Study															
5.1 Draft Fee Schedule Development (DUE, Cost, Fair Share)			2	10									12	\$ 2,838	
5.2 CIP Scenario Development and Fee Schedule Sensitivity Analysis			2	16	40		24			40			122	\$ 23,180	
5.3 Selection of Preferred Fee Schedule		1	2	8									11	\$ 2,661	
5.4 Draft/Final Fee Study Report		4	4	40		8		16	40	24	8		144	\$ 24,835	
Task 6 Agency Engagement															
6.1 Monthly PDT Meetings				20		12					4		36	\$ 8,174	
6.2 Bi-Monthly Check-in with PCTPA				20		12					4		36	\$ 8,174	
Task 7 Stakeholder Engagement															
7.1 Stakeholder Engagement Plan				1		8					2		11	\$ 2,633	
7.2 Stakeholder Meetings (4)				20		20					12		52	\$ 11,215	
Total Hours		7	22	169	88	60	68	48	48	210	36		756		
Direct Expenses (Social Pinpoint; Travel, Lodging; Food)												\$ 1,340			
Total Cost		\$ 1,874	\$ 6,728	\$ 37,631	\$ 18,078	\$ 16,501	\$ 16,861	\$ 8,558	\$ 5,805	\$ 25,398	\$ 3,785	\$ 1,340	-	\$ 142,560	

SUPPLEMENTAL COST BREAKDOWN: KIMLEY-HORN

		Kimley Horn							Direct Expenses	KHA Total Hours	KHA Total Cost
		Matt Weir	Michael Schmitt	Sean Houck	Chris Gregerson	Professional	Analyst	Administration			
		PIC	Project Manager	Senior Engineer	Traffic Planner/Engineer	Traffic Planner/Engineer	Traffic Planner/Engineer	Role			
		Current Direct Pay Rate	\$ 94.00	\$ 92.02	\$ 89.68	\$ 65.16	\$ 52.42	\$ 46.12	\$ 30.00		
		Fringe Benefit Rate	0.31%	0.31%	0.31%	0.31%	0.00%	0.00%	0.00%		
		Indirect OH Rate	194.46%	194.46%	194.46%	194.46%	0.00%	0.00%	0.00%		
		General and Admin Rate	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%		
		Escalation (3.5%/year, scaled to 3-yr schedule)	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%		
		Profit Fee	12.00%	12.00%	12.00%	12.00%	12.00%	12.00%	12.00%		
		Fully Loaded Billing Rate	\$ 325.85	\$ 318.99	\$ 310.88	\$ 225.88	\$ 61.65	\$ 54.24	\$ 35.28		
Task 1	Data Collection										
1.1	Traffic Counts									-	\$ -
1.2	Land Use		2		4					6	\$ 1,541
Task 2	Model Development										
2.1	Land Use Inputs		2	4		8	40	40		94	\$ 8,370
2.2	Sutter County Sub-Area Validation			4		4				8	\$ 2,179
2.3	Future Baseline Model Run		1	2		4				7	\$ 1,867
2.4	Model Post Processing (NCHRP 255)			1		1				2	\$ 545
Task 3	Model Run Alternatives Development										
3.1	Deficiency Assessment (Existing and Future Deficiencies)									-	\$ -
3.2	CIP List Development (logical project limits)			16		30	30			76	\$ 8,450
Task 4	Fair Share Analysis Development										
4.1	Fee Benefit Zone Development									-	\$ -
4.2	Select Link Analysis of CIP list									-	\$ -
Task 5	Fee Schedule Development and Nexus Study										
5.1	Draft Fee Schedule Development (DUE, Cost, Fair Share)									-	\$ -
5.2	CIP Scenario Development and Fee Schedule Sensitivity Analysis		1	2						3	\$ 964
5.3	Selection of Preferred Fee Schedule									-	\$ -
5.4	Draft/Final Fee Study Report		2	2		4	8	8	8	32	\$ 3,402
Task 6	Agency Engagement										
6.1	Monthly PDT Meetings			12					2	14	\$ 3,898
6.2	Bi-Monthly Check-in with PCTPA			12					2	14	\$ 3,898
Task 7	Stakeholder Engagement										
7.1	Stakeholder Engagement Plan			1					2	3	\$ 390
7.2	Stakeholder Meetings (4)			12	8				2	22	\$ 6,385
	Total Hours		6	54	24	25	78	78	16	281	
	Direct Expenses								\$ 400		
	Total Cost		\$ 1,955	\$ 17,225	\$ 7,461	\$ 5,647	\$ 4,808	\$ 4,230	\$ 564	\$ 400	\$ 42,292

SUPPLEMENTAL COST BREAKDOWN: URBAN ECONOMICS

		Urban Economics			
		Bob Spencer	Direct Expenses	Wallace Group Total Hours	Wallace Group Total Cost
		Principal			
		Current Direct Pay Rate			
		Fringe Benefit Rate			
		Indirect OH Rate			
		General and Admin Rate			
Escalation (3.5%/year, scaled to 3-yr schedule)		5.00%			
Profit Fee		12.00%			
Fully Loaded Billing Rate		\$220.17			
Task 1 Data Collection					
1.1	Traffic Counts			-	\$ -
1.2	Land Use			-	\$ -
Task 2 Model Development					
2.1	Land Use Inputs			-	\$ -
2.2	Sutter County Sub-Area Validation			-	\$ -
2.3	Future Baseline Model Run			-	\$ -
2.4	Model Post Processing (NCHRP 255)			-	\$ -
Task 3 Model Run Alternatives Development					
3.1	Deficiency Assessment (Existing and Future Deficiencies)			-	\$ -
3.2	CIP List Development (logical project limits)			-	\$ -
Task 4 Fair Share Analysis Development					
4.1	Fee Benefit Zone Development			-	\$ -
4.2	Select Link Analysis of CIP list			-	\$ -
Task 5 Fee Schedule Development and Nexus Study					
5.1	Draft Fee Schedule Development (DUE, Cost, Fair Share)	20		20	\$ 4,403
5.2	CIP Scenario Development and Fee Schedule Sensitivity Analysis	60		60	\$ 13,210
5.3	Selection of Preferred Fee Schedule	8		8	\$ 1,761
5.4	Draft/Final Fee Study Report	16		16	\$ 3,523
Task 6 Agency Engagement					
6.1	Monthly PDT Meetings	20		20	\$ 4,403
6.2	Bi-Monthly Check-in with PCTPA	20		20	\$ 4,403
Task 7 Stakeholder Engagement					
7.1	Stakeholder Engagement Plan			-	\$ -
7.2	Stakeholder Meetings (4)	12		12	\$ 2,642
Total Hours		156		156	
Direct Expenses			\$ 800		
Total Cost		\$ 34,347	\$ 800		\$ 35,147

RESOLUTION NO. 23-064

APPROVING AMENDMENT NO 1. TO MEMORANDUM OF UNDERSTANDING, BY AND BETWEEN PLACER COUNTY TRANSPORTATION PLANNING AGENCY, THE COUNTY OF PLACER, THE CITY OF ROSEVILLE, AND THE COUNTY OF SUTTER, AND APPROVING THE FUNDING LETTER OF AGREEMENT 23-01, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THEM ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, Amendment No. 1 to Memorandum of Understanding (“Memorandum of Understanding”) regarding Regional Transportation Funding and Financing Plan for South Placer and South Sutter Region and an Implementation Plan for Riego Road/Baseline Road Improvements, by and between Placer County Transportation Planning Agency, the County of Placer, the City of Roseville, and the County of Sutter, has been reviewed by the City Council; and

WHEREAS, the Funding Letter of Agreement 23-01 between City of Roseville and the Placer County Transportation Planning Agency for Amendment No. 1 to Memorandum of Understanding: Regional Transportation Funding/Financing Plan for South Placer/South Sutter Region and Implementation Plan for Riego Road/Baseline Road Improvements, has been reviewed by the City Council.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said Amendment No. 1 to Memorandum of Understanding is approved and that the City Manager is authorized to execute it on behalf of the City of Roseville.

BE IT FURTHER RESOLVED that the City Manager or his designee is authorized to execute the Funding Letter of Agreement 23-01 between the City of Roseville and the Placer County Transportation Planning Agency for Amendment No. 1 to Memorandum of Understanding.

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

AYES COUNCIL MEMBER:

NOES COUNCIL MEMBER:

ABSENT COUNCIL MEMBER:

Mayor

ATTEST:

City Clerk

**AMENDMENT NO. 1 TO MEMORANDUM OF UNDERSTANDING
REGIONAL TRANSPORTATION FUNDING AND FINANCING PLAN
FOR SOUTH PLACER AND SOUTH SUTTER REGION
AND
AN IMPLEMENTATION PLAN FOR RIEGO ROAD/BASELINE ROAD**

1. It is mutually understood that the following paragraphs will replace “**AGREEMENT SECTION 1. DEVELOPMENT OF STUDIES**, paragraphs 1.5 through #1.7, pages 2 and 3,” effective January 25, 2023:
 - 1.5 The Participating Agencies authorize PCTPA to perform the following work in support of Task 2:
 - 1) Coordinate the efforts amongst the Participating Agencies to develop a fair share funding analysis that ensures future development within the South Placer and South Sutter region contributes their fair share towards the cost of additional infrastructure needed to mitigate cumulative regional transportation impacts attributable to new development. PCTPA will schedule and facilitate Project Development Team meetings and synthesize data to facilitate a mutually agreed upon scope and structure for a fair share transportation funding program for the South Placer and South Sutter region. PCTPA will work to develop a consensus (as defined in the Memorandum of Understanding executed by the four agencies in October 2021) and reach agreements within the Project Development Team on various fair share analysis components to permit consideration and adoption of the South Placer and South Sutter region fair share transportation funding program by the Participating Agencies’ elected bodies.
 - 2) PCTPA’s cost for this work is estimated not to exceed \$498,546, including consultant services and option, PCTPA staff administration, and project contingency, which shall be shared equally by the Participating Agencies subject to the unanimous approval of PCTPA’s proposed budget by the Project Development Team. Exercise of the consultant services option and project contingency require prior approval of the Project Development Team.
 - 1.6 The Participating Agencies further agree that the participants will make payments to PCTPA within thirty days of submittal of an invoice by PCTPA. The contribution by each Participating Agency pursuant to this amended Memorandum of Understanding shall not exceed \$166,182. At the conclusion of Task 2, PCTPA will return any surplus funds to the Participating Agencies on a pro-rata basis reflecting the amount of the payments made by each of the Participating Agencies.
 - 1.7 A subsequent Memorandum of Understanding is required prior to initiation of Task 3 identified in the Memorandum of Understanding executed by the four agencies in October 2021. This Agreement does not bind the Participating Agencies to take any future action beyond Task 2 to evaluate, establish, or implement the regional transportation funding and financing plan for the South Placer and South Sutter region or to conduct the Riego

Road/Baseline Road PA&ED project development phase.

2. That all remaining provisions contained within the existing Memorandum of Understanding, executed by the four agencies in October 2021, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the last date set out below:

PLACER COUNTY TRANSPORTATION PLANNING AGENCY:

By: _____
Matt Click
Executive Director

Approved as to Form:

By: _____
DeeAnne Gillick
Legal Counsel

COUNTY OF PLACER:

By: _____
Ken Grehm
Director, Department of Public Works

Approved as to Form:

By: _____
County Counsel

CITY OF ROSEVILLE:

By: _____
Dominick Casey
City Manager

Approved as to Form:

By: _____
Michelle Sheidenberger
City Attorney

COUNTY OF SUTTER:

By: _____
Karm Bains, Chair
Sutter County Board of Supervisors

Approved as to Form:

By: _____
County Counsel



January 25, 2023

Jason Shykowski, Public Works Director
City of Roseville
Public Works Director
311 Vernon Street
Roseville, CA 95678

**RE: FUNDING LETTER OF AGREEMENT 23-01 BETWEEN CITY OF ROSEVILLE
AND THE PLACER COUNTY TRANSPORTATION PLANNING AGENCY
FOR AMENDMENT NO. 1 TO MEMORANDUM OF UNDERSTANDING:
REGIONAL TRANSPORTATION FUNDING/FINANCING PLAN FOR SOUTH
PLACER/ SOUTH SUTTER REGION AND IMPLEMENTATION PLAN FOR
RIEGO ROAD/BASELINE ROAD IMPROVEMENTS**

Dear Mr. Shykowski:

This letter, when countersigned, authorizes reimbursement by the City of Roseville for work performed by the Placer County Transportation Planning Agency (PCTPA) for the South Placer and South Sutter Fair Share Transportation Funding Analysis.

- 1. Agreement:** This Letter of Agreement is the statement of contract specific requirements applicable to the work effort to be undertaken by PCTPA and its consultant to develop the South Placer and South Sutter Fair Share Transportation Funding Analysis.
- 2. Scope of Services:** PCTPA will coordinate the efforts amongst the Participating Agencies (City of Roseville, the County of Placer, and the County of Sutter) and its consultant to develop the fair share analysis outlined in the DKS Associates proposal dated November 18, 2022. This analysis will ensure future development within the South Placer and South Sutter region contributes their fair share towards the cost of additional infrastructure needed to mitigate cumulative regional transportation impacts attributable to new development. PCTPA will work to develop a consensus (as defined in the Memorandum of Understanding executed by the four agencies in October 2020 and amended on January 25, 2023) and reach agreements within the Project Development Team on various fair share analysis components to permit future consideration and adoption by the Participating Agencies' elected bodies.
- 3. Cost:** PCTPA's cost for this work is estimated not to exceed \$498,546. This cost includes consultant services and option, PCTPA staff administration, and project contingency. Exercise of the consultant services option and project contingency require prior approval of the Project Development Team. The City of Roseville's contribution to this work effort pursuant to Amendment No. 1 to Memorandum of Understanding shall not exceed \$166,182.

Page 2

- If this Letter of Agreement meets with your approval, please sign, and return one copy. You may retain a copy for your own records. Questions concerning this Letter of Agreement should be directed to David Melko of my staff at (530) 823-4090.

Jason Shykowski
Public Works Director
City of Roseville

c: Ryan DeVore, City of Roseville
Marc Stout, City of Roseville
Mark Johnson, City of Roseville
Rick Carter, PCTPA
David Melko, PCTPA

ORDINANCE NO. 6617

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 the Riego Road/Baseline Road improvement 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

REQUESTER NAME & TITLE: Jason Shykowski, Public Works Director FISCAL YEAR: 2022-23
 PREPARER NAME & TITLE: Daniel Leonardich, Management Analyst COUNCIL DATE (if applicable): 2/15/2023
 DEPARTMENT/DIVISION: Public Works ORDINANCE: _____

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
3395	5301	80041	500331	166,182	Establish budget to reimburse PTCPA from City County Mitigation Fund for Riego Road/Baseline Road improvements
TOTAL				166,182	

REVENUES/TRANSFERS IN

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
TOTAL				-	

NET ADJUSTMENT	166,182
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FUND BALANCE

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
3395	5301	0		(166,182)	Reduce City County Mitigation Fund Balance
TOTAL				(166,182)	

Justification for Budget Adjustment:

This budget adjustment is requested to establish project 500331- Riego Road/Baseline Road Improvements. This budget will cover the City of Roseville's portion of a multi-jurisdictional MOU to improve Riego Road/Baseline Road. The funding for this project comes from fees collected in Fund 3395 - City County Mitigation Fund. Adequate funds are available and there is no impact or cost to the General Fund for this project.

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		



COUNCIL COMMUNICATION

CC #: 2542

File #: 0201

Title: Fiscal Year 2022-23 First Quarter Financial Report and FY2023-24 Budget Development Calendar

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

Meeting Date: 2/15/2023

Item #: 9.1.

RECOMMENDATION TO COUNCIL

This is an informational item and requires no City Council action.

BACKGROUND

FY2022-23 First Quarter Financial Report

The attached first quarter financial report provides an overview of the City's General Fund revenues for the first quarter of the fiscal year (FY) 2022-23 (July 1, 2022, through September 30, 2022). General Fund expenditures, major enterprise operating funds revenues and expenditures, and revenues in other selected funds will be included beginning with the second quarter report.

FY2023-24 Budget Development Calendar

Staff will also present an overview of the FY2023-24 budget development calendar:

Date	Item
February 21, 2023	Annual City Council Priorities Workshop
March 27 - 30, 2023	City Manager budget review meetings
April 19, 2023	Local sales tax oversight committee report presentation
	Proposed Capital Improvement Program (CIP) presentation
May 3, 2023	Financial policies presentation

May 17, 2023	Utilities budget update presentation
May 19, 2023	Proposed budget delivered to City Council
May 30, 2023	City Council budget workshop
June 21, 2023	Budget adoption

FISCAL IMPACT

There is no fiscal impact associated with this presentation.

ENVIRONMENTAL REVIEW

Not applicable.

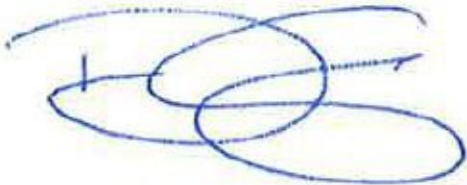
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

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

FY2022-23 First Quarter Report - General Fund Revenues



Fiscal Year 2022-23 First Quarter Report General Fund Revenues

Fiscal Year 2022-23 - First Quarter Report

General Fund Revenues



Overview

This financial report provides an overview of the City's General Fund revenues for the first quarter of the fiscal year (FY) 2022-23 (July 1, 2022, through September 30, 2022). General Fund expenditures, major enterprise operating funds revenues and expenditures, and revenues in other selected funds will be included beginning with the second quarter report.

General Fund revenues through the first quarter of FY2022-23 are trending to end the year modestly above estimates. Sales tax (Bradley Burns and Measure B) revenue growth is leveling off compared to prior years but is still forecast to end the year on budget. Based on the most recent estimates from the County Assessor and Auditor-Controller, Property Tax revenues are forecast to end the year above estimates by \$1.6 million. With the passage of Measure C in November 2022, the City's Transient Occupancy Tax, also known as Hotel Tax, staff forecast that this revenue will exceed estimates by approximately \$2 million. Building permits, plan check fees and engineering inspection fees continued with the upward trend from FY2021-22 while recreation programs revenues are returning to pre-pandemic levels.

General Fund operating revenues collected through the first quarter are 8 percent of the budget. This expected collection rate is in line with prior years due to the timing associated with receiving some of the more significant tax revenue sources. The table and graph included in this report show cumulative General Fund operating revenue through the first quarter and a revenue budget to actual comparison. Following the table and graph are additional details on each of the City's major revenue streams.

The following factors should be taken into consideration when analyzing this information:

Sales and Use Tax is the largest General Fund revenue source. The City only receives one month of sales tax revenues in the first quarter of each fiscal year due to the California Department of Tax and Fee Administration (CDTFA) processing timelines. First quarter revenues are derived from taxable sales through July 2022, received in September.

Property Tax is the second largest General Fund revenue source, but most of this tax is received from the County Assessor and Auditor-Controller in the third (mid-January) and fourth (mid-May) quarters. This distribution schedule is why no actual property tax revenues appear in the following table and graph.

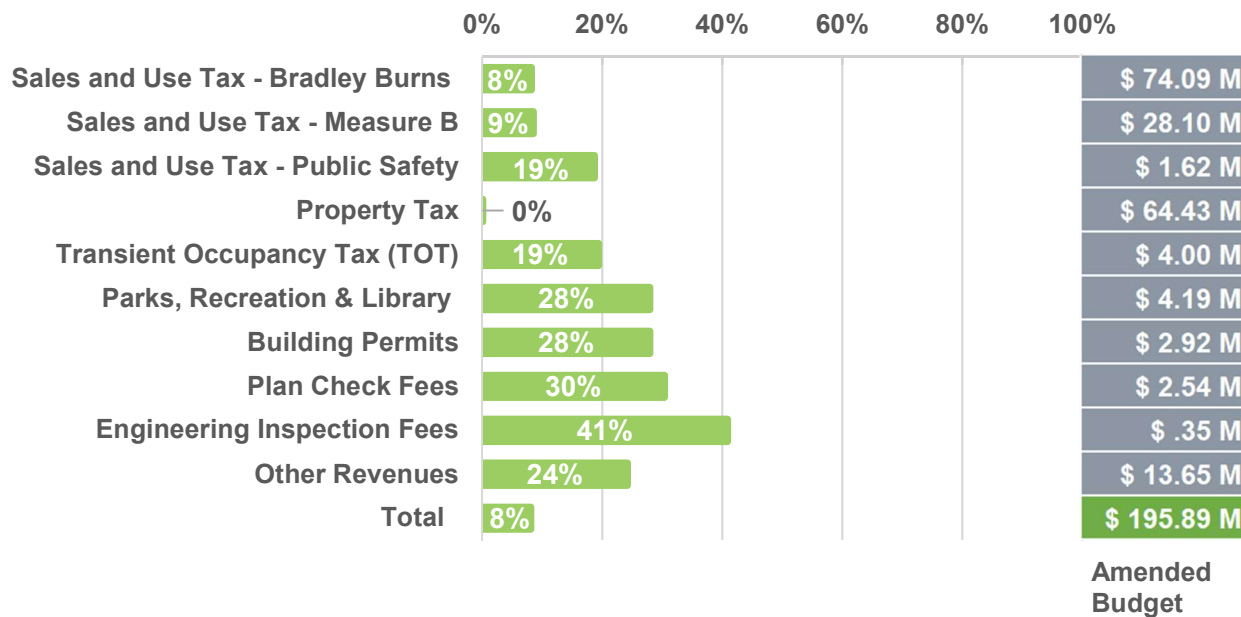
Transient Occupancy Tax (TOT) (also known as hotel tax) is derived from payments received through August; therefore, the following charts only reflect two months of TOT revenues.

Other revenues, including reimbursements from the State, property transfer tax, business license tax, and other fees, are tracking on budget through the end of the first quarter.

Budget to Cumulative Revenue Comparison

Revenue Type	Amended Budget	Cumulative Revenues	Balance Remaining	% of Budget
Sales and Use Tax - Bradley Burns	\$ 74,091,000	\$ 6,070,293	\$ (68,020,707)	8%
Sales and Use Tax - Measure B	28,100,000	2,393,796	(25,706,204)	9%
Sales and Use Tax - State Aid for Public Safety	1,622,000	303,189	(1,318,811)	19%
Property Tax	64,429,000	19,858	(64,409,142)	0%
Transient Occupancy Tax (TOT)	4,000,000	774,319	(3,225,681)	19%
Parks, Recreation & Library Programs	4,188,040	1,169,268	(3,018,772)	28%
Building Permits	2,920,836	815,370	(2,105,466)	28%
Plan Check Fees	2,537,000	769,992	(1,767,008)	30%
Engineering Inspection Fees	353,196	144,286	(208,910)	41%
Other Revenues	13,650,324	3,301,272	(10,349,052)	24%
Total	\$ 195,891,396	\$ 15,761,643	\$(180,129,753)	8%

Cumulative Percentage of Revenue Collected



Bradley Burns and Measure B Sales Tax

The City's Bradley Burns and Measure B Sales Tax revenues through the first quarter are 8 percent and 9 percent of the budget. Sales tax revenue received through the first quarter is derived from taxable sales through July 2022.

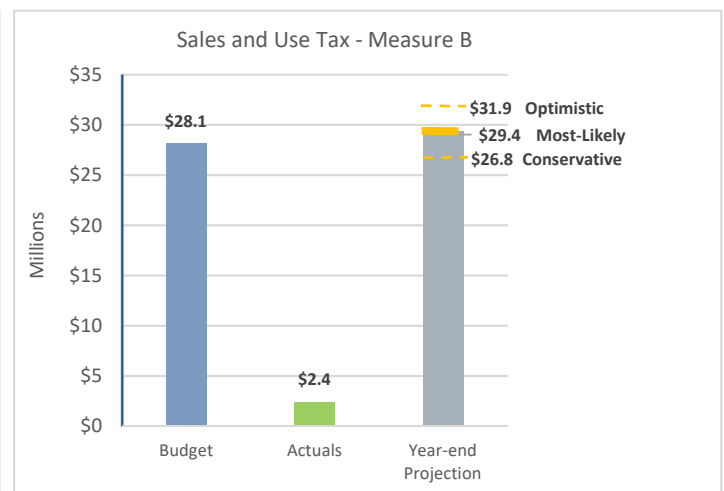
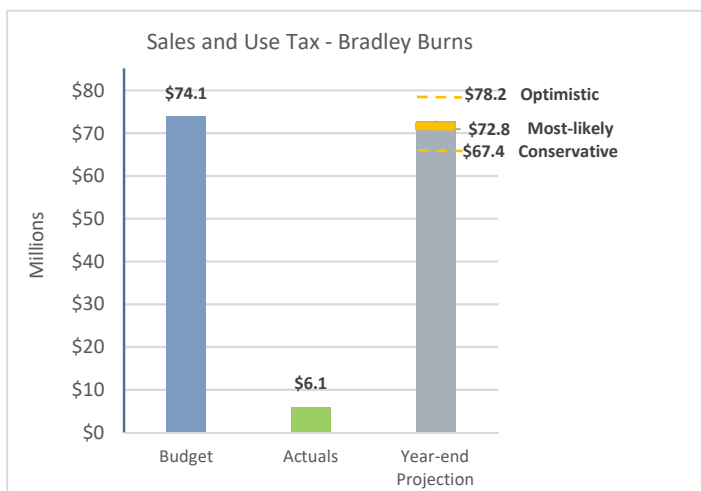
To date, the City has received Bradley Burns and Measure B Sales Tax distributions from taxable sales through October. These amounts total \$23,479,562 in Bradley Burns Sales Tax and \$9,840,473 in Measure B Sales Tax. When developing the FY2022-23 budget, staff estimated that sales and use tax would end the year between the City sales tax consultant's

conservative and most-likely estimates. The latest sales tax data indicate some slowing in sales and use tax growth, which has resulted in our consultant shifting their estimates lower. The slower growth is related to a change in consumer behavior from taxable goods to other areas that were constrained during the pandemic such as services and travel and uncertainties around inflation, interest rates, and the potential for a slowdown or recession in 2023. Based on the consultant's latest analysis and forecast, sales and use tax revenues are forecast to end the year closer to their most-likely estimate. This adjustment in the forecast indicates that Bradley Burns may end the year under estimates by \$1.3 million, and Measure B will end the year above estimates by an equivalent amount. The following charts show the consultant's latest conservative, most likely, and optimistic scenarios and a budget versus forecast comparison.

Updated Consultant Forecast	Conservative	Most-Likely	Optimistic
Sales and Use Tax - Bradley Burns	\$ 67,428,400	\$ 72,816,810	\$ 78,205,300
Sales and Use Tax - Measure B	26,834,700	29,391,765	31,948,800
Total	\$ 94,263,100	\$102,208,575	\$110,154,100

Budget Versus Updated Forecast	Budget	Most-Likely	Variance
Sales and Use Tax - Bradley Burns	\$ 74,091,000	\$ 72,816,810	\$ (1,274,190)
Sales and Use Tax - Measure B	28,100,000	29,391,765	1,291,765
Total	\$102,191,000	\$102,208,575	\$ 17,575

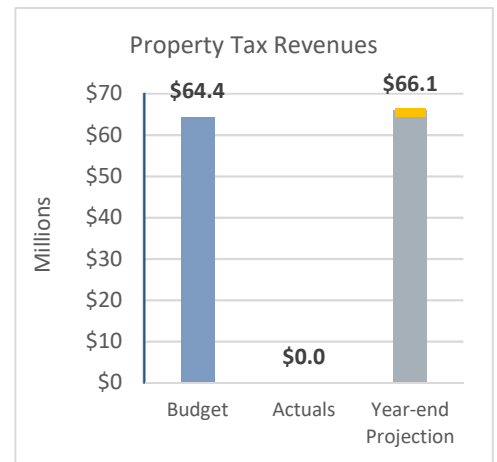
The provided graphs show Bradley Burns and Measure B Sales and Use Tax revenues for the month of July as compared to budget and the projected year-end results.



Additional Sales Tax Information: The City's sales tax consultant has prepared a detailed sales tax report and business activity. 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.

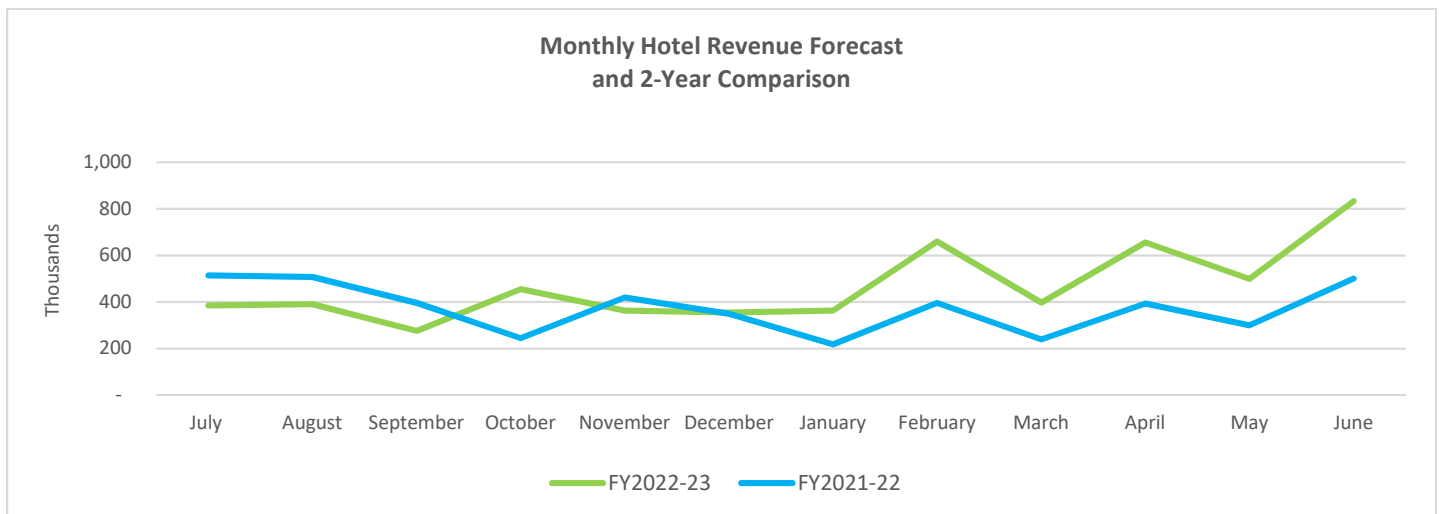
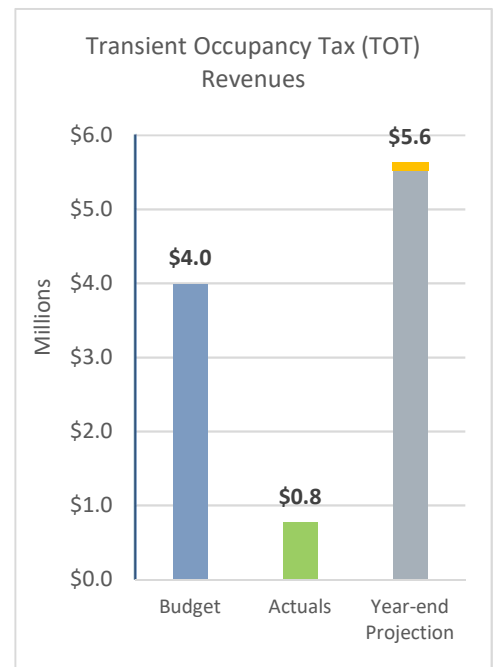
Secured, Unsecured and Supplemental Property Tax

Property tax revenue for FY2022-23 is based on the assessed valuation as of January 1, 2022. The City receives most of this funding in the third and fourth quarters of the fiscal year. Based on the information provided by the County Assessor and Auditor-Controller, and the City's property tax consultant, staff anticipates property tax collections of \$66 million, exceeding budget estimates by approximately \$1.6 million.



Transient Occupancy Tax (TOT)

Through the end of the first quarter, TOT revenues are at 19 percent of estimates (\$0.8 million for the months of July and August). TOT collected through October 2022 totals \$1.5 million, tracking 5 percent higher than budget estimates for the first four months of the fiscal year. On November 8, 2022, Roseville voters approved Measure C to increase the City's TOT rate from 6 percent to 10 percent. The 10 percent tax rate went into effect on January 1, 2023. Based on the final TOT revenue of nearly \$4.5 million in FY2021-22, the higher rate would have generated an additional \$2.9 million of tax revenue for the General Fund last year. Accounting for Measure C, and assuming current trends continue, staff project that the City will end the year at \$5.6 million (approximately \$1.6 million above estimates). The following graph shows monthly TOT revenues and projected results for FY2022-23 compared to hotel tax revenue received in FY2021-22.



Parks, Recreation & Library (PR&L) Programs

Parks, Recreation & Libraries (PRL) program revenues are slightly above 25 percent for the first quarter at 28 percent, as result of PRL revenues fluctuating throughout the year due to the seasonality of programming. Based on the current results, staff anticipates PRL is on track to meet its FY2022-23 revenue goals.

Building Permits, Plan Check Fees, Engineering Inspection Fees

Building permit revenues, plan check, and engineering inspection fees are trending higher than budget during the first quarter due to sustained increases in the City's development activity. Staff anticipates that overall revenues will remain higher than budgeted through the second quarter, leveling off in the second half of the fiscal year due to an expected slowdown in development.

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 first quarter, revenues in this category are at 24 percent of budget estimates.



Quarterly Report on Sales Tax and Business Activity

Top 25 Sales Tax Remitters

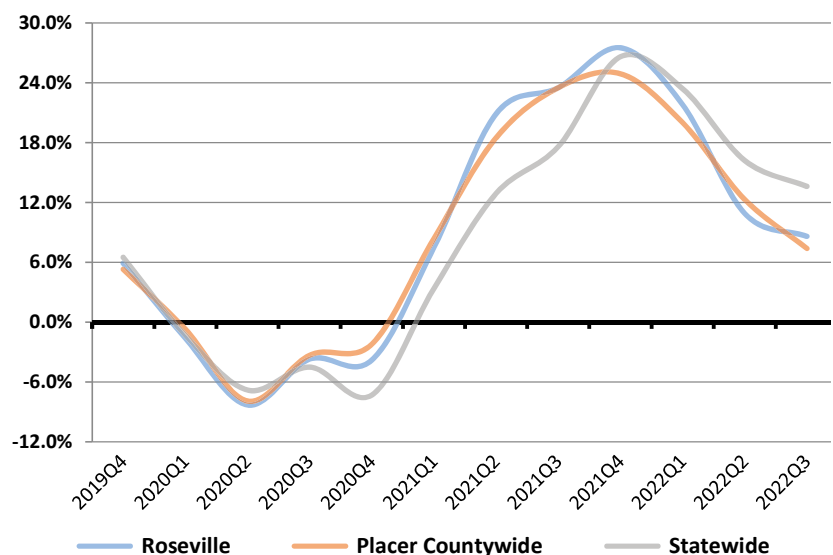
ARCO AM/PM MINI MARTS
AUTONATION CHRYSLER DODGE JEEP RAM ROSEVILLE
AUTONATION HONDA
BMW OF ROSEVILLE
CARMAX AUTO SUPERSTORES
CHEVRON SERVICE STATIONS
COSTCO WHOLESALE
FUTURE FORD
FUTURE NISSAN
GMC RELIABLE
HOME DEPOT
JOHN L SULLIVAN CHEVROLET
LEXUS OF ROSEVILLE
MACY'S DEPARTMENT STORE
MCKESSON MEDICAL -SURGICAL
NIELLO ACURA
NORDSTROM DEPARTMENT STORE
ROSEVILLE HYUNDAI
ROSEVILLE KIA
ROSEVILLE TOYOTA & SCION
SAFEWAY SERVICE STATIONS
SAM'S CLUB
TARGET STORES
VANDERBEEK MOTORS
WAL MART STORES

3rd Quarter 2022 in Review

California sales tax cash receipts increased by 7.7% from the same quarter last year. In this jurisdiction sales tax cash receipts increased by 6.5% from the same quarter last year due to a increase of \$114,819,000 in Taxable Sales.

Cash Receipts	Quarter	Annual
Roseville	6.5%	8.6%
Placer Countywide Pool	-7.6%	2.8%
Placer Countywide	1.9%	7.4%
Sacramento Valley Region	5.5%	10.8%
Statewide	7.7%	13.6%

Annualized Percent Change in Sales Tax Cash Receipts



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

Roseville		California	
Quarter	Annual	Quarter	Annual
6.7%	14.2%	1.1%	7.5%
6.1%	14.7%	3.2%	14.8%
-8.0%	2.2%	10.3%	11.6%
7.6%	8.4%	5.5%	3.3%
7.5%	2.1%	7.7%	6.7%
1.0%	7.8%	5.3%	9.3%
-3.4%	4.2%	6.1%	6.6%

City of Roseville



News

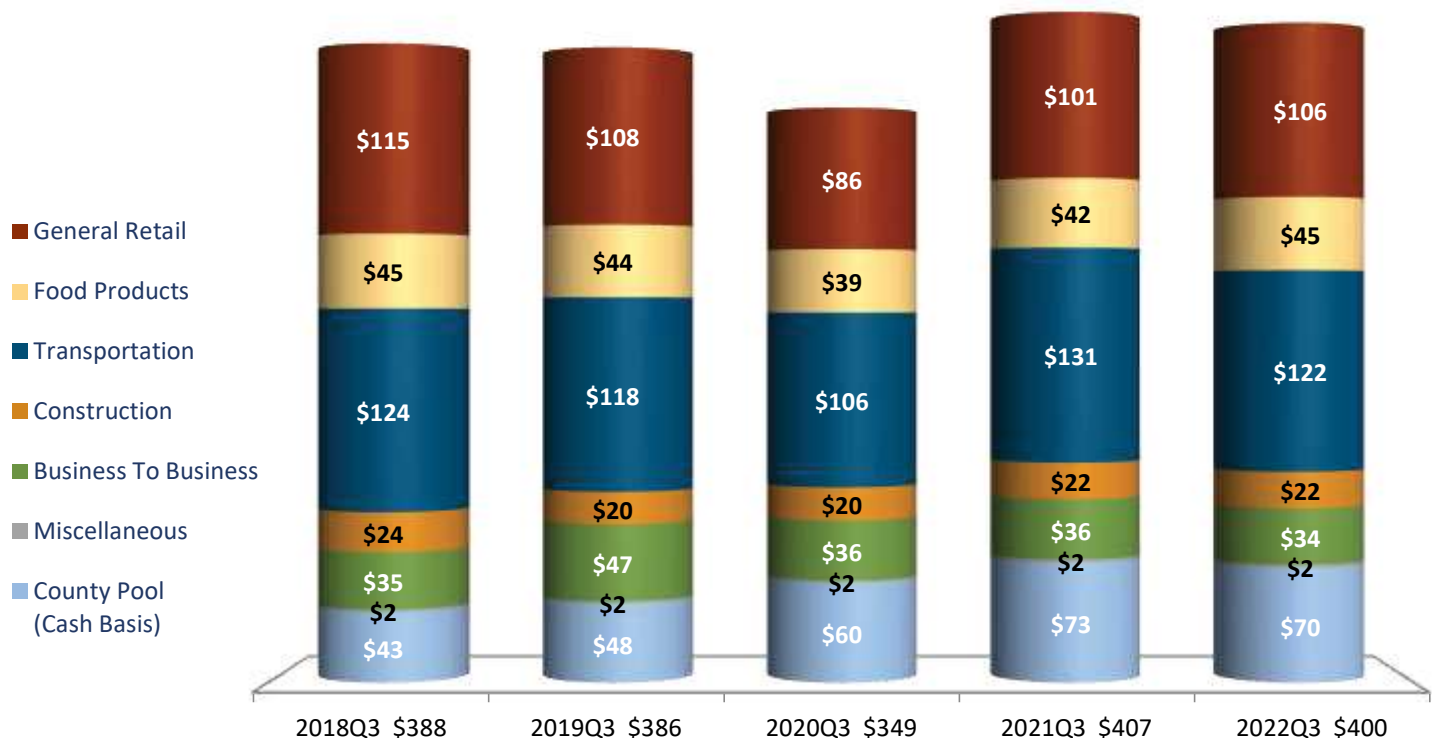
- Economic Activity:** Real Gross Domestic Product (GDP) increased at an annual rate of 2.6% in the third quarter of 2022. U.S. inflation decelerated slightly to 7.7% in October of 2022, while California's headline inflation was 7.5% year over year as of August of 2022. (DIR, BEA, BLS, October Finance Bulletin)
- Employment:** The U.S. unemployment rate increased slightly by 0.1% to 3.7% in October of 2022, now 0.2% higher than its February of 2020 pre-pandemic rate of 3.5%. California's unemployment rate increased slightly to 4.0% in October of 2022, 0.1 percentage point higher than July of 2022 rate of 3.9%. (BLS)
- Personal Income:** U.S. personal income increased by 1.7% for the third quarter of 2022, compared to same quarter previous year. Personal consumption and expenditures increased by 4.2% , resulting in a 62.5% decrease in US personal savings for the third quarter of 2022, compared to same quarter previous year. (BEA)

Roseville

Annual Per Capita Sales Tax

Adjusted for Inflation

(Constant 2018 \$)





COUNCIL COMMUNICATION

CC #: 2541

File #: 0400-04-04-2

Title: North Central Roseville Specific Plan Parcel 42A (572 Gibson Drive) – Shea Properties Apartments Rezone Project

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

Meeting Date: 2/15/2023

Item #: 10.1.

RECOMMENDATION TO COUNCIL

At the January 12, 2023 Planning Commission meeting, the Planning Commission recommended the City Council take the following actions on the project:

1. Consider the Addendum to the 2035 General Plan Environmental Impact Report (SCH #2019080418, certified on August 5, 2020) and 2021 Housing Element Addendum;
2. Adopt a resolution for a General Plan Amendment to amend the General Plan Land Use Designation;
3. Adopt a resolution approving text amendments and land use map to the North Central Roseville Specific Plan;
4. Adopt two (2) findings of fact and introduce for first reading an ordinance approving the Rezone; and
5. Adopt the five (5) findings of fact and introduce for first reading an ordinance approving the Development Agreement by and between the City of Roseville and Roseville Land Holdings, LLC.

BACKGROUND

This Council Communication provides a summary evaluation of the project and a summary of the January 12, 2023 Planning Commission hearing.

Background/Project Description

The project site is comprised of five (5) vacant parcels, within North Central Roseville Specific Plan (NCRSP) area Parcel 42A, totaling approximately 19.50 acres located at 540, 556, 564, 572, and 580 Gibson Drive. The NCRSP encompasses approximately 2,330 acres and is situated generally between State Route 65 to the north, Washington Boulevard to the west, Diamond Oaks Golf Course to the south, and Interstate 80 to the east. The NCRSP was adopted on July 5, 1990 by the City Council. An Environmental Impact Report was certified with the NCRSP (State Clearinghouse Number 88053010), which examined the impacts of the NCRSP

buildout. Additionally, the City entered into several Development Agreements with various property owners within the NCRSP parcels to outline development obligations within the plan area. The NCRSP development agreement that originally pertained to the project site, referred to as the Regional 65 Centre Development Agreement (Regional 65 Centre DA), and all subsequent amendments expired in 2010. As the majority of the NCRSP is built-out, the infrastructure obligations identified in the Regional 65 Centre DA have been completed. Impact fee obligations associated with development of the remaining NCRSP undeveloped parcels, including the project site, are discussed further in the Development Agreement section of this report. The project site is bordered by State Route 65 on the north, Gibson Drive on the south, an office complex (the Shea Center) on the east, and an apartment complex on the west. The site has a General Plan land use designation of Business Professional and a zoning designation of Business Professional/Special Area North Central Roseville Specific Plan.

Project Description

The requested entitlements will allow for the development of 360 affordable multi-family dwelling units on the site. While the entitlements associated with the current project only includes the legislative entitlements to facilitate development of an apartment complex, the applicant has submitted an Objective Design Standard (ODS) application that would allow the development of a 357 unit apartment project. The project will require the future approval of a Tentative Subdivision Map to merge the five (5) existing parcels into one parcel.

The current project entitlements are listed below:

General Plan Amendment (GPA) - The General Plan Land Use Map will be amended to change the land use designation of approximately 19.5 acres NCRSP Parcel 42A from Business Professional (BP) to High Density Residential (HDR) at a density of approximately 18.50± units per acre, in order to facilitate development of approximately 360-multi-family dwelling units. The General Plan Land Use Map amendment is provided in Exhibit B.

Specific Plan Amendment (SPA) –The NCRSP document will be amended to reflect the division of NCRSP Parcel 42A into NCRSP Parcels 42A and 42C, the proposed land use change for the new NCRSP Parcel 42C, and the addition of 360 multi-family dwelling units to the plan area. The North Central Roseville Land Use Summary table on page 2-14, the North Central Roseville Land Use Plan Figure 2-4 on page 2-15, and the North Central Roseville Land Use by Parcel Number table on page 2-16 will all be updated to reflect the land use change, unit allocation, and parcel acreage. Further, a new section, Section 3.4.2 – Special Policies for NCRSP Parcel 42C, will include project specific site design requirements and an affordability component of the project.

While not directly associated with the applicant's request, staff is recommending two additional changes to the NCRSP. In anticipation of future proposed development applications, staff is recommending that two new land uses be added to the list of permitted land uses within the Community Commercial and Business Professional land use designations. Staff is recommending that the Community Care Facility and Long Term Care Facility land use types be permitted within the Community Commercial and the Business Professional land uses designations. The inclusion of these two land uses is consistent with the existing permitted use types within the City's Zoning Ordinance. Exhibit C includes the NCRSP change pages, including a revised land use map depicting the amended land use for NCRSP Parcel 42C.

Rezone – A rezone is requested to amend the current zoning designation of new NCRSP Parcel 42C from Business Professional/Special Area North Central Roseville Specific Plan (BP/SA-NC) to Multi-Family Housing/Special Area North Central Roseville Specific Plan (R3/SA-NC) to be consistent with the proposed land use designation. Exhibit D includes the Rezone exhibit.

Development Agreement (DA) – The project includes a new Development Agreement by and between the City of Roseville and Roseville Land Holdings, LLC to reflect the change in land use and document the requirements related to the provision of affordable housing units for the project (see Exhibit E).

Summary Evaluation

Proposed amendments to the General Plan and Specific Plan are analyzed for consistency with the goals and policies of the respective plans. The policies for land use amendments relate to promoting land use patterns that enhance quality of life and minimize conflicts between land uses. Land use modifications are also evaluated for impacts to noise, air quality, traffic, and utilities. These same potential impacts are evaluated in the Addendum prepared for the project, included as Exhibit A.

The proposed project is unique, in that while typical policies associated with land use changes from non-residential to residential uses (the adopted Guidelines for Conversion of Non-Residential Land Uses) apply, policies associated with the recently approved Housing Element also apply. The 2021 Housing Element Update concluded in the City having a deficit of affordable housing units necessary to comply with the Regional Housing Needs Allocation (RHNA). In order to reduce/eliminate this deficit, the City Council approved several Implementation Measures/Programs with the Housing Element Update. Program 14 is the Rezone Program for Adequate Sites, which included four strategies that would result in land use changes to increase the acreage of High Density Land Use, therefore, increasing the potential number of affordable housing units and reducing the affordable housing deficit. One of the four strategies was the identification of Opportunity Sites that would be good candidates for conversion from non-residential land use to residential land use. The proposed project site, new NCRSP Parcel 42C, is listed in the Housing Element Opportunity Sites inventory as a site with the potential to be converted to High Density Residential land use, with a conservative estimate that the site could provide 300 residential units.

Although the proposed land use amendments are supported by the 2021 Housing Element Update Implementation policies, staff has reviewed the project against the City adopted Guidelines for Conversion of Non-Residential Land Uses. As described below, in the Development Agreement (DA) Evaluation, there are two potential development scenarios for the project site. One scenario (the “Affordable Project”) would result in a project with 100% of the units made available to households with incomes between 30% Area Median Income (AMI) and 80% AMI, with an average affordability of 60% AMI. The second scenario (the “Self-Financed Project”) would result in a project with a minimum of 10% of the units made available to Very-Low Income Households (50% AMI) and 10% of the units made available to Low Income Households (80% AMI). The Self-Financed Project would also be required to pay all typical development impact fees, including parks and recreation fees and school fees as well as a Public Benefit Fee of \$1,010 for all market rate units. Based on the terms of the DA, the project meets the requirements of the City adopted Guidelines for Conversion of Non-Residential Land Uses. A full analysis of each of the findings for the conversion of non-residential land uses is provided in the Planning Commission staff report (Attachment 2). In summary, the project is consistent with the 2021 Housing Element Implementation Measures, the Non-Residential Conversion Guidelines and is also consistent with the goals and policies of the General Plan and NCRSP.

The project also includes a Rezone of the newly created Parcel 42C. The project would rezone new NCRSP Parcel 42C to Multi-Family Housing/Special Area North Central Roseville Specific Plan (R3/SA-NC) to be consistent with the proposed General Plan and NCRSP land use

designation.

Finally, the project includes a Development Agreement by and between the City of Roseville and Roseville Land Holdings, LLC. The draft DA is included as Exhibit E. The DA will reflect the change in land use for new NCRSP Parcel 42C, provide the land owner with vested entitlement rights and document the obligations of both the future developer of the site and the City. A list of the more pertinent terms of the DA are:

Section 1.3.2 (Term): The Development Agreement will be in effect for a period of 20 years.

Section 2.9 (Affordable Project): The developer has committed to attempt to finance a 100% affordable housing project. The developer has committed to applying for various affordable housing financing programs through the end of 2024, with a minimum of three applications for funding.

Section 2.10 (Affordable Housing Regulatory Agreement (AHRA)): If the developer proceeds with the Affordable Project, as referenced in Section 2.9, the developer and the City will enter into a AHRA. The AHRA would require that the Affordable Project would result in a project with 100% of the units made available to households with incomes between 30% Area Median Income (AMI) and 80% AMI, with an average affordability of 60% AMI. The AHRA will require the units to only be rented to qualified affordable households for a period of 55 years.

Section 2.11 (Self-Financed Project): If the developer is not able to obtain financing to develop the Affordable Project, the proposed DA allows for the development of a multi-family project with a minimum of 20% of the units as deed-restricted affordable units. The Self-Financed Project would require that a minimum of 10% of the units be made available to Very-Low Income Households (50% AMI) and 10% of the units be made available to Low Income Households (80% AMI).

Section 2.11.1: An Affordable Housing Regulatory Agreement would be required for the Self-Financed Project. The AHRA will require the affordable units to only be rented to qualified affordable households for a period of 55 years.

Section 3.1 (Public Benefits): If the developer proceeds with the Self-Financed Project, a public benefit fee of \$1,010 will be paid to the City for each market rate unit.

Section 3.4 (Public Trail): Consistent with a previous agreement and the provisions of the NCRSP, the developer shall dedicate an easement, along portion of the site adjacent to Highway 65, for a pedestrian and bicycle trail. The developer shall also improve the trail, consistent with a previous agreement. The City will maintain the trail after construction.

In summary, City staff found the proposed DA consistent with the General Plan, NCRSP, and the Zoning Ordinance. The provisions of the DA help to further City housing goals and policies. The DA is in conformance with the public health, safety, and welfare, and will not adversely affect the orderly development of the property or the preservation of property values.

Summary of Planning Commission Meeting

The project was heard by the City's Planning Commission on January 12, 2023. The developer addressed the Commission, gave a brief history of the project site and requested approval by the Commission. No public testimony was received at the hearing. After deliberating on the item, the Planning Commission recommended the City Council consider the Addendum to the 2035 General Plan Environmental Impact Report (SCH #2019080418, certified on August 5, 2020) and 2021 Housing Element Addendum, adopt two (2) resolutions approving the General Plan Amendment and Specific Plan Amendment, and make the findings of fact for the Rezone and Development Agreement with a vote of 7 in favor of the project and none against.

Public Outreach

The proposed project was distributed to all internal and external agencies and departments who have requested such notice, and all comments 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.

Notices of both the Planning Commission hearing and the City Council hearing were published in the Roseville Press Tribune and on the 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 comments regarding the project.

FISCAL IMPACT

The proposed project is not anticipated to result in any negative impacts to the City's General Fund. The legislative entitlements would facilitate eventual construction of the 360 affordable multi-family apartment complex. The eventual construction of the apartment complex would generate revenue to the City through the payment of typical development impact fees associated with either the Affordable Project or the Self-Financed Project as discussed above. In addition, the Development Agreement requires the project to annex into Community Facilities District No. 3, which provides resources to the General Fund for a variety of municipal services.

ENVIRONMENTAL REVIEW

An Addendum to a previously certified 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 have occurred (California Environmental Quality Act Guidelines [CEQA] Section 15164). Consistent with CEQA Guidelines Section 15164, an Addendum to the 2035 General Plan Environmental Impact Report (SCH #2019080418, certified on August 5, 2020), inclusive of the 2021 Housing Element Addendum, 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 or certified prior environmental document adequate to describe the impacts of the proposed project.

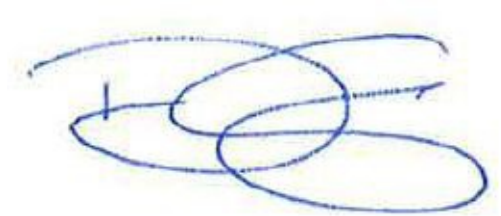
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

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

Respectfully Submitted,

Escarlet Mar, Associate Planner

Mike Isom, Development Services Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Attachment 1 Vicinity Map

Attachment 2 Planning Commission Staff Report

Attachment 3 Sewer Study

Exhibit A Addendum & Checklist

Exhibit B GP Land Use Map Amendment

Resolution 23-061

Exhibit C NCRSP Redlines

Resolution 23-062

Exhibit D Rezone Exhibit

Ordinance Rezone

Ordinance DA

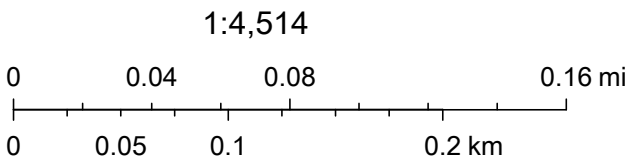
Development Agreement



1/13/2023, 8:45:55 AM

 Roseville Parcel

Roseville Street Label



Copyright nearmap 2015, Maxar

CC ATTACHMENT 2



Planning Division Staff Report Planning Commission Meeting

January 12, 2023

Prepared by: Escarlet Mar, Associate Planner

ITEM 6.3: General Plan Amendment, Specific Plan Amendment, Rezone, and Development Agreement – 572 Gibson Drive – NCRSP PCL 42A – Shea Properties Apartments Rezone – File #PL21-0307

REQUEST

The applicant requests a General Plan Amendment and Specific Plan Amendment to the North Central Roseville Specific Plan (NCRSP) to modify the land use designation from Business Professional (BP) to High Density Residential (HDR); and a Rezone from Business Professional/Special Area North Central Roseville Specific Plan (BP/SA-NC) to Multi-Family Housing/Special Area North Central Roseville Specific Plan (R3/SA-NC) to allow the development of 360 multi-family dwelling units on the approximately 19.5 acre site. Further, the project includes a Development Agreement by and between the City of Roseville and Roseville Land Holdings, LLC to reflect the change in land use and document the requirements related to the provision of affordable housing units.

Applicant – Brad Shirhall, TLA Engineering and Planning
Property Owner – Roseville Land Holdings, LLC

SUMMARY RECOMMENDATION

The Planning Division recommends the Planning Commission take the following actions:

1. Recommend the City Council consider the Addendum to the 2035 General Plan Environmental Impact Report (SCH #2019080418, certified on August 5, 2020) and 2021 Housing Element Addendum;
2. Recommend the City Council adopt a resolution approving the General Plan Amendment (Land Use Map);
3. Recommend the City Council adopt a resolution approving the Specific Plan Amendment (Text & Land Use Map);
4. Recommend the City Council adopt the two (2) findings of fact and approve the Rezone; and
5. Recommend the City Council adopt the five (5) findings of fact and approve the Development Agreement by and between the City of Roseville and Roseville Land Holdings, LLC.

SUMMARY OF OUTSTANDING ISSUES

There are no outstanding issues associated with this request. The applicant has reviewed and is in agreement with all of staff's recommendations to the City Council.

BACKGROUND

The project site is comprised of five (5) vacant parcels, within NCRSP Parcel 42A, totaling approximately 19.50 acres located at 540, 556, 564, 572, and 580 Gibson Drive. The project site is within the North Central Roseville Specific Plan (NCRSP) area (see Figure 1 below). The NCRSP encompasses approximately 2,330 acres and is situated generally between State Route (SR) 65 to the north, Washington Boulevard to the west, Diamond Oaks Golf Course to the south, and Interstate 80 to the east. The NCRSP was adopted on July 5, 1990 by the City Council. An Environmental Impact Report was certified with the NCRSP (State Clearinghouse Number 88053010), which examined the impacts of the NCRSP buildout. Additionally, the City entered into several Development Agreements with various property owners within the NCRSP parcels to outline development obligations within the plan area. The

NCRSP development agreement that originally pertained to the project site, referred to as the Regional 65 Centre Development Agreement (Regional 65 Centre DA), and all subsequent amendments expired in 2010. As the majority of the NCRSP is built-out, the infrastructure obligations identified in the Regional 65 Centre DA have been completed. Impact fee obligations associated with development of the remaining NCRSP undeveloped parcels, including the project site, are discussed further in the Development Agreement section of this report. The site is bordered by SR 65 on the north, Gibson Drive on the south, an office complex on the east, and an apartment complex on the west. The site has a General Plan land use designation of Business Professional and a zoning designation of Business Professional/Special Area North Central Roseville Specific Plan.

Figure 1: Project Site



Project Description

The requested entitlements will allow for the development of 360 affordable multi-family dwelling units on the site. Currently, the applicant is only requesting legislative entitlements to facilitate eventual construction of the apartment complex on the project site. At a later date, the applicant proposes to submit an Objective Design Standard (ODS) application to allow the development of the site through the ministerial design review process and a Tentative Subdivision Map to merge the five (5) existing parcels into one parcel. The project entitlements include:

General Plan Amendment (GPA) - The General Plan Land Use Map will be amended to change the land use designation of approximately 19.5 acres NCRSP Parcel 42A from Business Professional (BP) to High Density Residential (HDR) at a density of approximately 18.50± units per acre, in order to facilitate development of 360-multi-family dwelling units. The General Plan Land Use Map amendment is provided in Exhibit B.

Specific Plan Amendment (SPA) –The NCRSP document will be amended to reflect the division of NCRSP Parcel 42A into NCRSP Parcels 42A and 42C, the proposed land use change for the new NCRSP Parcel 42C, and the addition of 360 multi-family dwelling units to the plan area. The North Central Roseville Land Use Summary table on page 2-14, the North Central Roseville Land Use Plan Figure 2-4 on page 2-15, and the North Central Roseville Land Use by Parcel Number table on page 2-16 will all be updated to reflect the land use change, unit allocation, and parcel acreage. Further, a new

section, Section 3.4.2 – Special Policies for NCRSP Parcel 42C, will include project specific site design requirements and an affordability component of the project.

While not directly associated with the applicant's request, staff is recommending two additional changes to the NCRSP. In anticipation of a future proposed development application, staff is recommending that two new land uses be added to the list of permitted land uses within the Community Commercial and Business Professional land use designations. Staff is recommending that the Community Care Facility and Long Term Care Facility land use types be permitted within the Community Commercial and the Business Professional land uses designations. The inclusion of these two land uses is consistent with the existing permitted use types within the City's Zoning Ordinance. Exhibit C includes the NCRSP change pages, including a revised land use map depicting the amended land use for NCRSP Parcel 42C.

Rezone – A rezone is requested to amend the current zoning designation of new NCRSP Parcel 42C from Business Professional/Special Area North Central Roseville Specific Plan (BP/SA-NC) to Multi-Family Housing/Special Area North Central Roseville Specific Plan (R3/SA-NC) to be consistent with the proposed land use designation. Exhibit D includes the Rezone exhibit.

Development Agreement (DA) – The project includes a new Development Agreement by and between the City of Roseville and Roseville Land Holdings, LLC to reflect the change in land use and document the requirements related to the provision of affordable housing units for the project (see Exhibit E).

EVALUATION – GENERAL PLAN AMENDMENT & SPECIFIC PLAN AMENDMENT

Proposed amendments to the General Plan and Specific Plan are analyzed for consistency with the goals and policies of the respective plans. The policies for land use amendments relate to promoting land use patterns that enhance quality of life and minimize conflicts between land uses. Land use modifications are also evaluated for impacts to noise, air quality, traffic, and utilities. These same potential impacts are evaluated in the Addendum prepared for the project, included as Exhibit A.

The proposed project is unique, in that while typical policies associated with land use changes from non-residential to residential uses (the adopted Guidelines for Conversion of Non-Residential Land Uses) apply, policies associated with the recently approved Housing Element also apply. The 2021 Housing Element Update concluded in the City having a deficit of affordable housing units necessary to comply with the Regional Housing Needs Allocation (RHNA). In order to reduce/eliminate this deficit, the City Council approved several Implementation Measures/Programs with the Housing Element Update. Program 14 is the Rezone Program for Adequate Sites, which included four strategies that would result in land use changes to increase the acreage of High Density Land Use, therefore, increasing the potential number of affordable housing units and reducing the affordable housing deficit. One of the four strategies was the identification of Opportunity Sites that would be good candidates for conversion from non-residential land use to residential land use. The proposed project site, new NCRSP Parcel 42C, is listed in the Housing Element Opportunity Sites inventory as a site with the potential to be converted to High Density Residential land use, with a conservative estimate that the site could provide 300 residential units.

Although the proposed land use amendments are supported by the 2021 Housing Element Update Implementation policies, staff has reviewed the project against the City adopted Guidelines for Conversion of Non-Residential Land Uses. As described below, in the Development Agreement (DA) Evaluation, there are two potential development scenarios for the project site. One scenario (the "Affordable Project") would result in a project with 100% of the units made available to households with incomes between 30% Area Median Income (AMI) and 80% AMI, with an average affordability of 60% AMI. The second scenario (the "Self-Financed Project") would result in a project with a minimum of 10% of the units made available to Very-Low Income Households (50% AMI) and 10% of the units made available to Low Income Households (80% AMI). The Self-Financed Project would also be required to pay all typical development impact fees, including parks and recreation fees and school fees as well as

a Public Benefit Fee of \$1,010 for all market rate units. Based on the terms of the DA, the project meets the requirements of the City adopted Guidelines for Conversion of Non-Residential Land Uses.

Land Use Compatibility: Table II-9 of the General Plan contains a table addressing the compatibility of adjacent land uses. For purposes of the table, “adjacent” includes land uses separated by collectors and local streets (e.g., Gibson Drive). The proposed HDR land use is considered to be compatible with the adjacent HDR land use to the west, compatible with the adjacent OS/FP to the northwest, and compatible with HDR properties to the south across Gibson Drive. In addition, the project is conditionally compatible with the adjacent BP site to the east. To address any potential compatibility issues, the NCRSP requires buffering between business-professional uses and multi-family residential through setbacks, soundwalls or fencing, landscaping, or a combination thereof. Compatibility between the proposed project site and the adjacent business-professional site will be evaluated and addressed during the future design review for the multi-family project. The City of Roseville General Plan provides a list of compatible “Implementing Zones” for each land use designation (General Plan Table II-10), which establishes what zoning designations are considered compatible with the applicable General Plan land use designation. The proposed R3 zone is listed as an implementing zone for the HDR land use; therefore, the proposed zoning designation is compatible with the proposed General Plan land use.

Traffic: As explained in the Transportation section of the Addendum (see Exhibit A), the General Plan Environmental Impact Report (GP EIR) included a transportation analysis which estimated Vehicle Miles Travel (VMT) using the City’s travel forecasting model. An updated VMT analysis was prepared by Fehr and Peers Transportation Consultants to evaluate VMT impacts resulting from the Housing Element (HE). In short, the HE analysis found that an increase to the City’s baseline VMT occurred because of development in the western area of the City, in Specific Plans with the highest VMT per person. However, the cumulative conditions analysis found a decrease in citywide VMT per resident with the HE, which is both a reduction from baseline and a reduction compared to the GP EIR analysis of cumulative (2035) conditions. The project is located in the NCRSP, which is a low-VMT area in the City. The addition of residential units within this area would reduce citywide VMT by adding more residents within an area where VMT rates are low. Further, the HE established a Rezone Program that would identify additional sites within the City that were capable of housing additional units. As part of the Rezone Program, the City examined vacant sites thought the City to find properties with the potential to be converted to high density residential use. The project site was identified as one of the opportunity sites to convert to HDR. Therefore, the project is appropriate for the site.

Utilities: Similar to the Transportation section above, as part of the environmental review of the project, the GP EIR evaluation of utility services was based on full buildout of the General Plan and demand factors based on acreage by land use type. The GP EIR analyzed the water demand for the City’s buildout conditions, which found to have a surplus water supply during normal years and during multiple-dry years. In a single year or multiple-dry years the City’s overall water demand was found to have an approximate 9,000-afy deficit and 2,000-afy deficit, respectively. However, the City’s conservation measures are sufficient during dry years to offset the deficit. Hence, the HE was found to be within the scope of the total dwelling units analyzed within the GP EIR, and the project site is consistent with the anticipated number of units as outlined in the HE Rezone Program.

A sewer capacity study was prepared by Woodard & Curran, Inc., the project’s engineering consultant, to analyze the potential impacts associated with the project on the City’s sewer system (see Attachment 1). The memo concluded there is adequate capacity for the project. The City’s Environmental Utilities staff reviewed the project and concluded there is enough capacity to support the project with the new land use change.

Based on the evaluation above, staff finds the project is consistent with the 2021 Housing Element Implementation Measures, the Non-Residential Conversion Guidelines and is also consistent with the goals and policies of the General Plan and NCRSP.

EVALUATION – REZONE

Zoning Ordinance Section 19.86.050 specifies that recommendations for approval or denial of a rezone shall include consideration of the proposed amendment's consistency with:

- 1. The public interest, health, safety, or welfare of the City, and***
- 2. The General Plan and any applicable Specific Plan.***

The project would rezone new NCRSP Parcel 42C Business Professional/Special Area North Central Roseville Specific Plan (BP/SA-NC) to Multi-Family Housing/Special Area North Central Roseville Specific Plan (R3/SA-NC) to be consistent with the proposed land use designation.

The City of Roseville General Plan provides a list of compatible "Implementing Zones" for each land use designation (General Plan Table II-10), which establishes what zoning designations are considered compatible with the applicable General Plan land use designation. The proposed General Plan land use designation for the project site is High Density Residential (HDR). The proposed Multi-Family Housing (R3) zone is listed as an implementing zone. According to both the General Plan and NCRSP, the HDR land use designation applies to land characterized by apartments or condominiums with multiple-story structures containing multiple attached dwelling units. The proposed project would allow for up to 360 apartment units with a density of 18.5 units per gross developable acre, which is consistent with the HDR land use designation.

In conclusion, staff finds the proposed rezone is consistent with the requirements of the General Plan and NCRSP for the HDR land use, and the project will not adversely affect the public interest, safety, or welfare of the City.

EVALUATION – DEVELOPMENT AGREEMENT

Section 19.84.040 of the City of Roseville Zoning Ordinance specifies that recommendations for approval or denial of a Development Agreement (DA), including Amendments, shall include consideration of the following:

- 1. Consistency with the objectives, policies, general land uses and programs specified in the General Plan and the North Central Roseville Specific Plan;***
- 2. Consistency with the provisions of the City of Roseville Zoning Ordinance;***
- 3. Conformity with the public health, safety and general welfare;***
- 4. The effect on the orderly development of the property or the preservation of property values; and***
- 5. Whether the provisions of the Agreement shall provide sufficient benefit to the City to justify entering into the Agreement.***

The project includes a new Development Agreement (DA) by and between the City of Roseville and Roseville Land Holdings, LLC. The proposed DA is included as Exhibit E. Development Agreements are binding contracts that set the terms, rules, conditions, regulations, entitlements, responsibilities, and other provisions relating to the development of the covered properties.

The proposed DA will reflect the change in land use for new NCRSP Parcel 42C, provide the land owner with vested entitlement rights and document the obligations of both the future developer of the site and the City. The following is a list of the most pertinent terms of the proposed DA:

Section 1.3.2 (Term): The Development Agreement will be in effect for a period of 20 years.

Section 2.9 (Affordable Project): The developer has committed to attempt to finance a 100% affordable housing project. The developer has committed to applying for various affordable housing financing programs as reasonable by the end of 2024, with a minimum of three applications.

Section 2.10 (Affordable Housing Regulatory Agreement (AHRA)): If the developer proceeds with the Affordable Project, as referenced in Section 2.9, the developer and the City will enter into a AHRA. The AHRA would require that the Affordable Project would result in a project with 100% of the units made available to households with incomes between 30% Area Median Income (AMI) and 80% AMI, with an average affordability of 60% AMI. The AHRA will require the units to only be rented to qualified affordable households for a period of 55 years.

Section 2.11 (Self-Financed Project): If the developer is not able to obtain financing to develop the Affordable Project, the proposed DA allows for the development of a multi-family project with a minimum of 20% of the units as deed-restricted affordable units. The Self-Financed Project would require that a minimum of 10% of the units be made available to Very-Low Income Households (50% AMI) and 10% of the units be made available to Low Income Households (80% AMI).

Section 2.11.1: An Affordable Housing Regulatory Agreement would be required for the Self-Financed Project. The AHRA will require the affordable units to only be rented to qualified affordable households for a period of 55 years.

Section 3.1 (Public Benefits): If the developer proceeds with the Self-Financed Project, a public benefit fee of \$1,010 will be paid to the City for each market rate unit.

Section 3.4 (Public Trail): Consistent with a previous agreement and the provisions of the NCRSP, the developer shall dedicate an easement, along portion of the site adjacent to Highway 65, for a pedestrian and bicycle trail. The developer shall also improve the trail, consistent with a previous agreement. The City will maintain the trail after construction.

In summary, City staff found the proposed DA consistent with the General Plan, NCRSP, and the Zoning Ordinance. The provisions of the DA help to further City housing goals and policies. The DA is in conformance with the public health, safety, and welfare, and will not adversely affect the orderly development of the property or the preservation of property values. Therefore, the proposed DA is consistent with items 1-5 above.

PUBLIC OUTREACH

Public outreach for the proposed project has occurred at multiple points during the processing of the project, as described below.

- Upon receipt of the application, 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; no comments were received.
- Pursuant to Assembly Bill 52 and Senate Bill 18 consultation requirements, the City of Roseville contacted those listed on the Native American Heritage Commission list about the project and provided the opportunity to participate in consultation with the City. The United Auburn Indian Community (UAIC) responded to the request for consultation and requested a site visit, which occurred on November 9, 2021.

- A notice of the Planning Commission hearing was published in the Roseville Press Tribune on December 30, 2022, and was distributed to all property owners within 300 feet of the site and posted on the RCONA website. To date, no comments have been received as of publication of the staff report.

ENVIRONMENTAL DETERMINATION

Consistent with California Environmental Quality Act (CEQA) Guidelines Section 15164, an Addendum to the 2035 General Plan Environmental Impact Report (SCH #2019080418, certified on August 5, 2020), inclusive of the 2021 Housing Element Addendum, 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 or certified prior environmental document adequate to describe the impacts of the proposed project.

RECOMMENDATION

The Planning Division recommends the Planning Commission take the following actions:

1. Recommend the City Council consider the **Addendum to the 2035 General Plan Environmental Impact Report (SCH #2019080418, certified on August 5, 2020) and 2021 Housing Element Addendum**;
2. Recommend the City Council adopt a resolution approving the **GENERAL PLAN AMENDMENT – 572 GIBSON DRIVE – NCRSP PCL 42A – SHEA CENTER APARTMENTS REZONE – FILE #PL21-0307**;
3. Recommend the City Council adopt a resolution approving the **SPECIFIC PLAN AMENDMENT – 572 GIBSON DRIVE – NCRSP PCL 42A – SHEA CENTER APARTMENTS REZONE – FILE #PL21-0307**;
4. Recommend the City Council adopt the two (2) findings of fact and approve the **REZONE – 572 GIBSON DRIVE – NCRSP PCL 42A – SHEA CENTER APARTMENTS REZONE – FILE #PL21-0307**; and
5. Recommend the City Council adopt the five (5) findings of fact and approve the **DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND ROSEVILLE LAND HOLDINGS, LLC – 572 GIBSON DRIVE – NCRSP PCL 42A – SHEA CENTER APARTMENTS REZONE – FILE #PL21-0307**.

ATTACHMENTS

1. Sewer Study

EXHIBITS

- A. Addendum & Checklist
- B. General Plan Land Use Map Amendment
- C. NCRSP Redlines
- D. Rezone Exhibit
- E. DA

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.

TECHNICAL MEMORANDUM

TO: Brad Shirhall, TLA Engineering & Planning, Inc.
PREPARED BY: Dylan Merlo, Woodard & Curran
REVIEWED BY: Chris van Lienden, PE, Woodard & Curran
DATE: December 8, 2021
RE: Shea Center Apartments Sewer Capacity Evaluation



1. BACKGROUND

Woodard & Curran was asked to analyze the impacts of the proposed Shea Center Apartments development on the City of Roseville's sewer system. The location of the proposed site is shown in Figure 1. The proposed development includes 360 dwelling units spanning 19.5 acres in Roseville on previously undeveloped land. The development would discharge sewer flows into City-owned sewers on Gibson Drive and in undeveloped land to the northwest of the development. A conceptual site plan of the development is included in Appendix A.

Woodard & Curran performed modeling work using InfoWorks ICM software, which provides a fully-dynamic solution for modeling sanitary sewer systems. Woodard & Curran had previously migrated the Roseville sewer system model to Infoworks ICM in 2017. Pipeline information for all trunk sewers (pipes > 10-inches) were previously validated through review of record drawings while smaller diameter sewers were modeled based on pipe diameter and slope information in the City's GIS database. Recalibration was performed based on flow meter data collected during the 2015/2016 wet weather season, and future flows were estimated for 2050 and buildout land use conditions. Future flows previously assumed from the parcels were removed from the model and replaced with flow projections for the proposed development. Subsequently, the South Placer Wastewater Authority (SPWA) sewers were added to the City model.

The purpose of this TM is to document whether the updated sewer model predicts that City and SPWA sewers will have capacity for the proposed development.

2. MODEL RESULTS & CONCLUSIONS

Wastewater flow projections for the proposed development were estimated based on the Average Dry Weather Flow (ADWF) unit flow factor of 190 gallons per day per dwelling unit (gpd/DU), resulting in an ADWF of 68,400 gpd. The flows were divided up among the apartment units per the preliminary site plane as in Appendix A. Figure 1 summarizes the loading. For this analysis, a diurnal pattern was applied to the ADWF, as well as projected rainfall-dependent infiltration and inflow (RDI/I) based on the City's standard 10-year 24-hour design event. Modeled flows from the proposed development are summarized in Table 1.

Table 1: Modeled Shea Center Apartments Sewer Loads

Loading Manhole (Roseville Model/ SPWA Model)	Equivalent Dwelling Units (EDUs)	Average Dry Weather Flow (gpd)	Peak Wet Weather Flow (mgd)
SMH E05-133	224	61,560	0.116
SMH E05-291	36	6,840	0.0129
Total:	360	68,400	0.129

For this evaluation, simulations representing peak wet weather flow under buildout land use conditions have been performed. A profile indicating model results under buildout conditions with the development are indicated in Figures 2 and 3 for loading manholes SMH E05-133 and SMH E05-291, respectively. Note that sewers downstream of the loading manholes connect at manhole SMH E05-013. Figure 4 shows the model results downstream of manhole SMH E05-013 to the SPWA trunk connection at SMH G04-031. Figure 5 shows the SPWA trunk downstream from SMH G04-031 to the Pleasant Grove Wastewater Treatment Plant. Model results indicating d/D performance for each pipe segment for all scenarios is included in Appendix B.

City of Roseville design standards specify that pipes 10-inch diameter or less should have maximum depth of flow under design conditions of 0.7 times the diameter ($d/D < 0.7$). Pipes larger than 10-inches should have a $d/D < 1.0$. As indicated in the Figures and Appendix B, the model predicts all sewers downstream of the proposed development would have a $d/D < 1.0$ or a $d/D < 0.7$ where pipe diameters are 10-inches or less.

SPWA design standards from the Systems Evaluation indicate that surcharging up to within 5 feet of the manhole rims (ground surface) is considered acceptable under 10-year design storm PWWF, as long as the surcharge (flow height in the manhole) does not exceed 4 feet from the top of the pipe up the manhole. As indicated in the Figures and Appendix B, the model predicts no surcharging in the SPWA trunk downstream of the proposed development ($d/D < 1.0$ for all downstream sewers).

Figure Exported: 12/29/2021 12:00:00 PM By: dmerio Using: \\woodardcurran.net\shared\Projects\0012128_00_Shea Properties Mgmt- Sewer Study\wp\GIS\SiteOverview.mxd

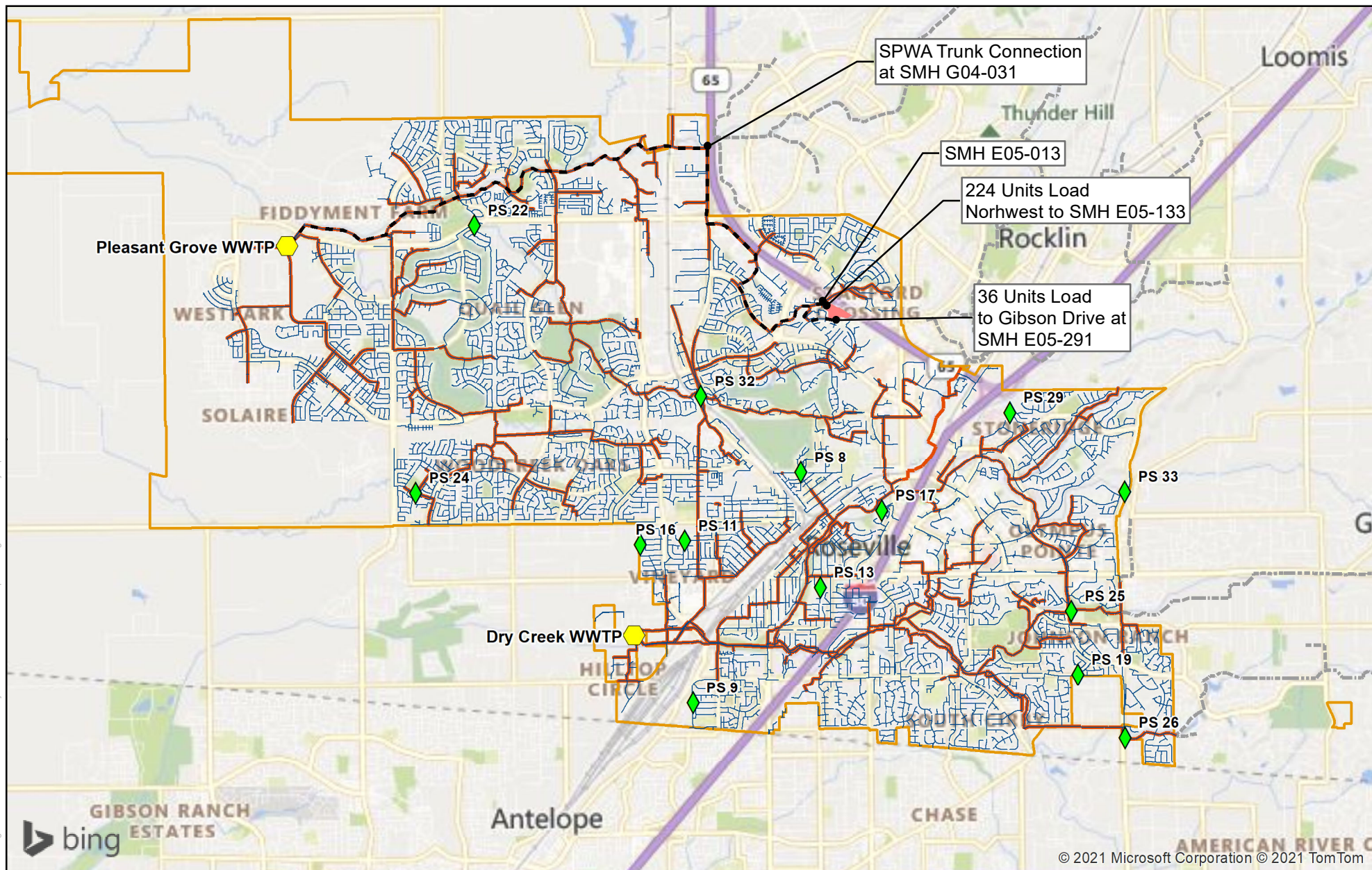


Figure 1
Proposed Development Location

Legend

- | | | | | | |
|---|---------------------------------|---|--------------------------------|---|--------------------------|
|  | Modeled Pump Station |  | Sewer |  | Shea Estates Development |
|  | WWTP |  | Sewer Trunk Network |  | Roseville City Boundary |
|  | Pipes Downstream of Development |  | SPWA Trunk (Outside Roseville) | | |
- 0 0.375 0.75 1.5 Miles



Project #: 0012128
Map Created: December 2021

Figure 2 –Hydraulic Profile (SMH E05-133 to SMH E05-013)

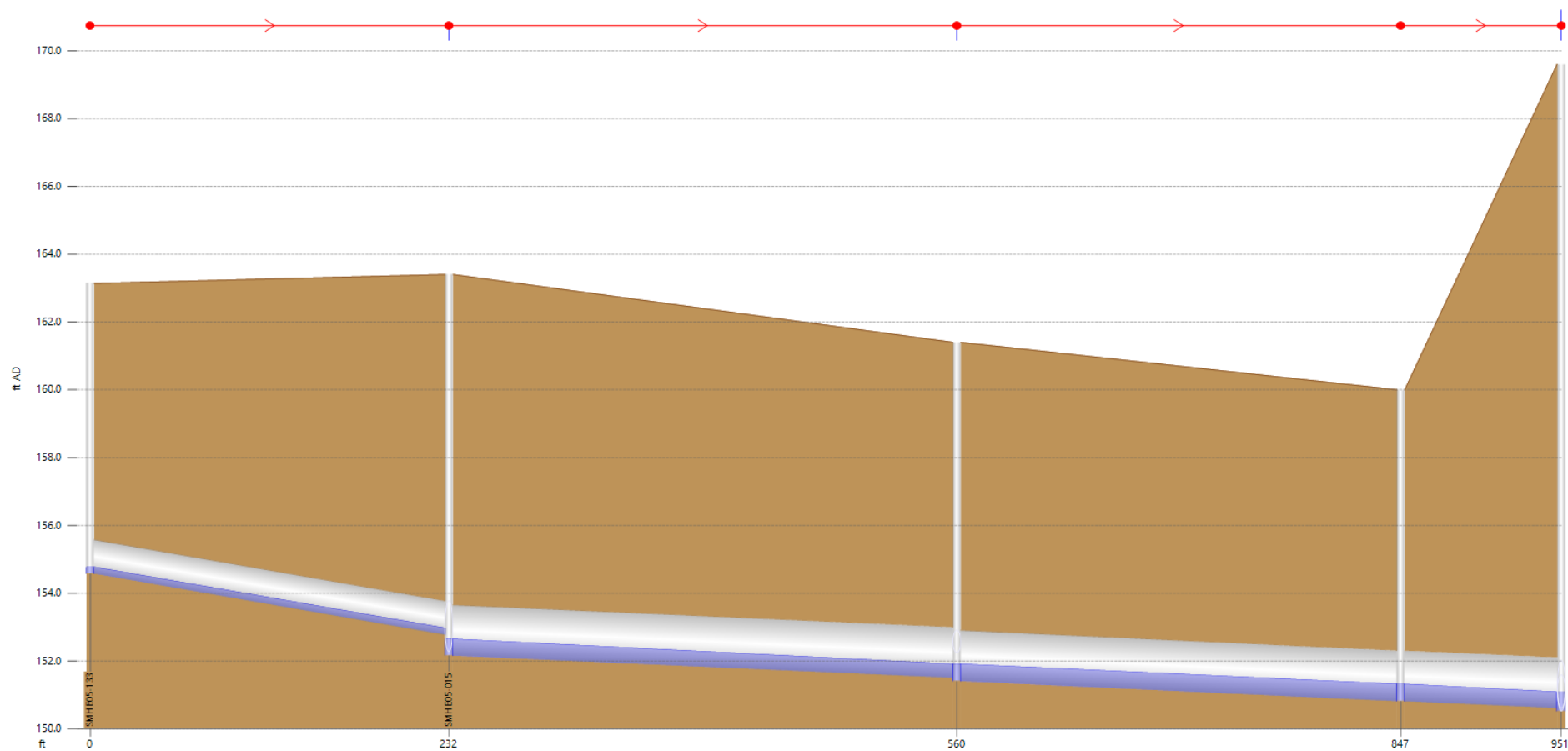


Figure 3 –Hydraulic Profile (from SMH E05-291 to SMH E05-013)

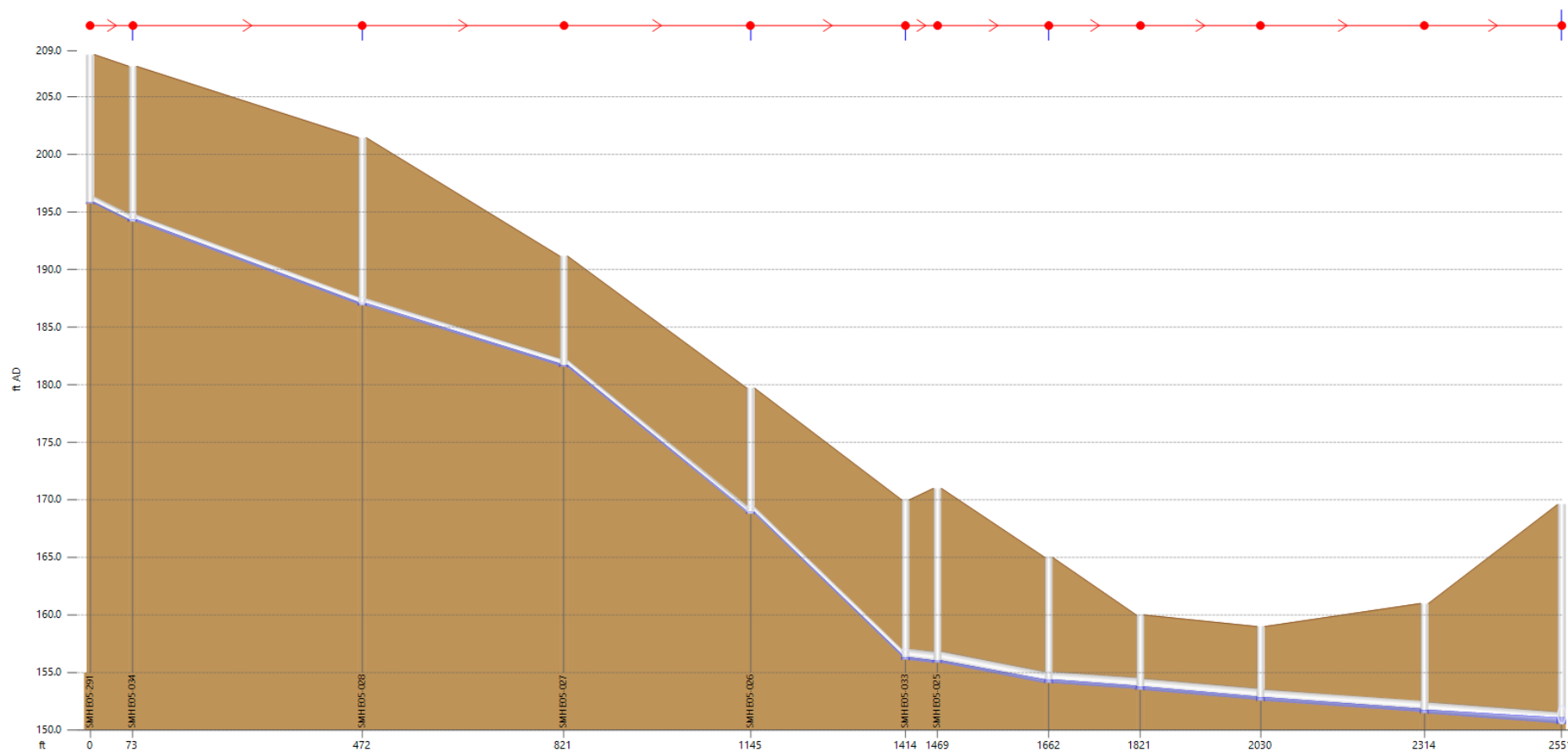


Figure 4 –Hydraulic Profile (from SMH E05-013 to SMH G04-031)

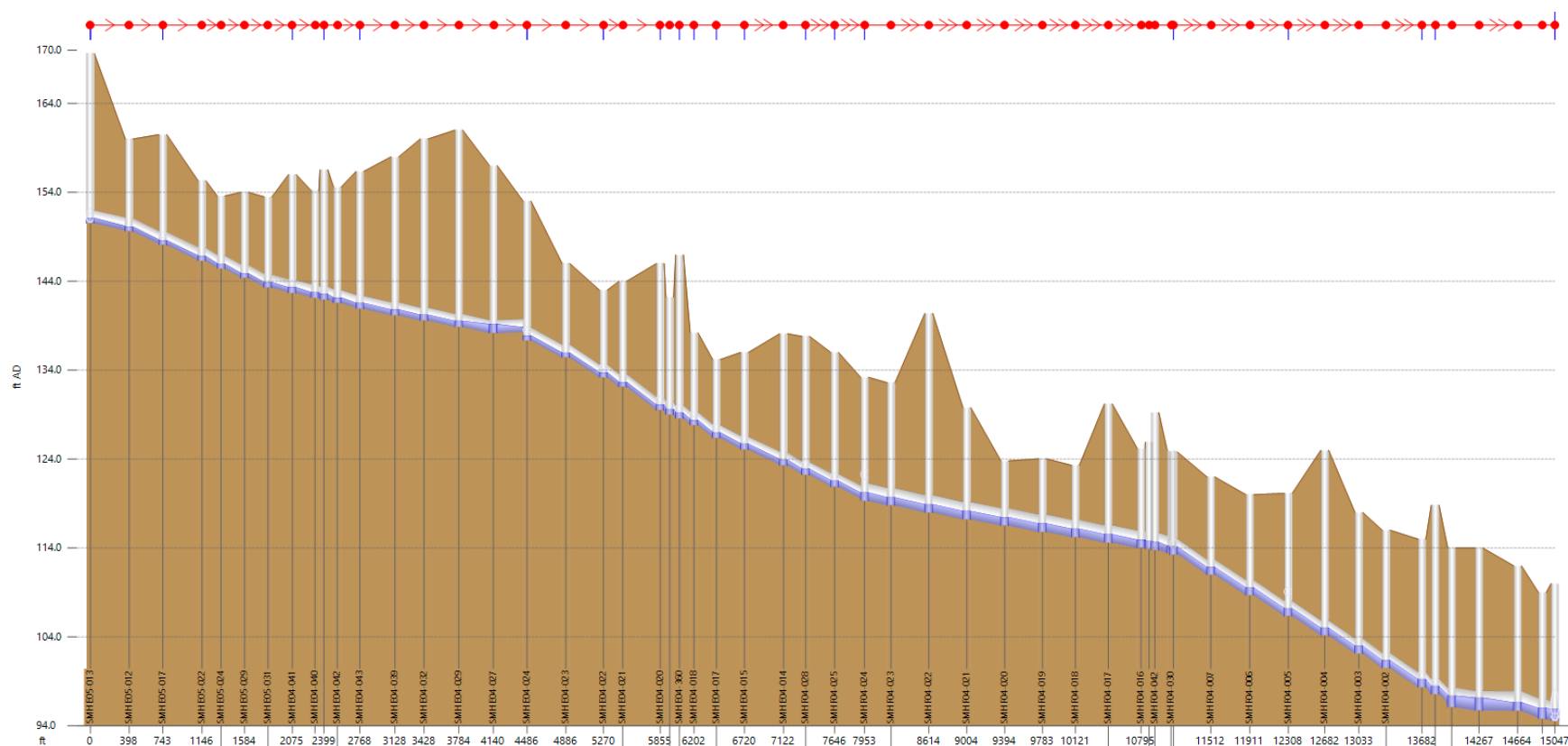
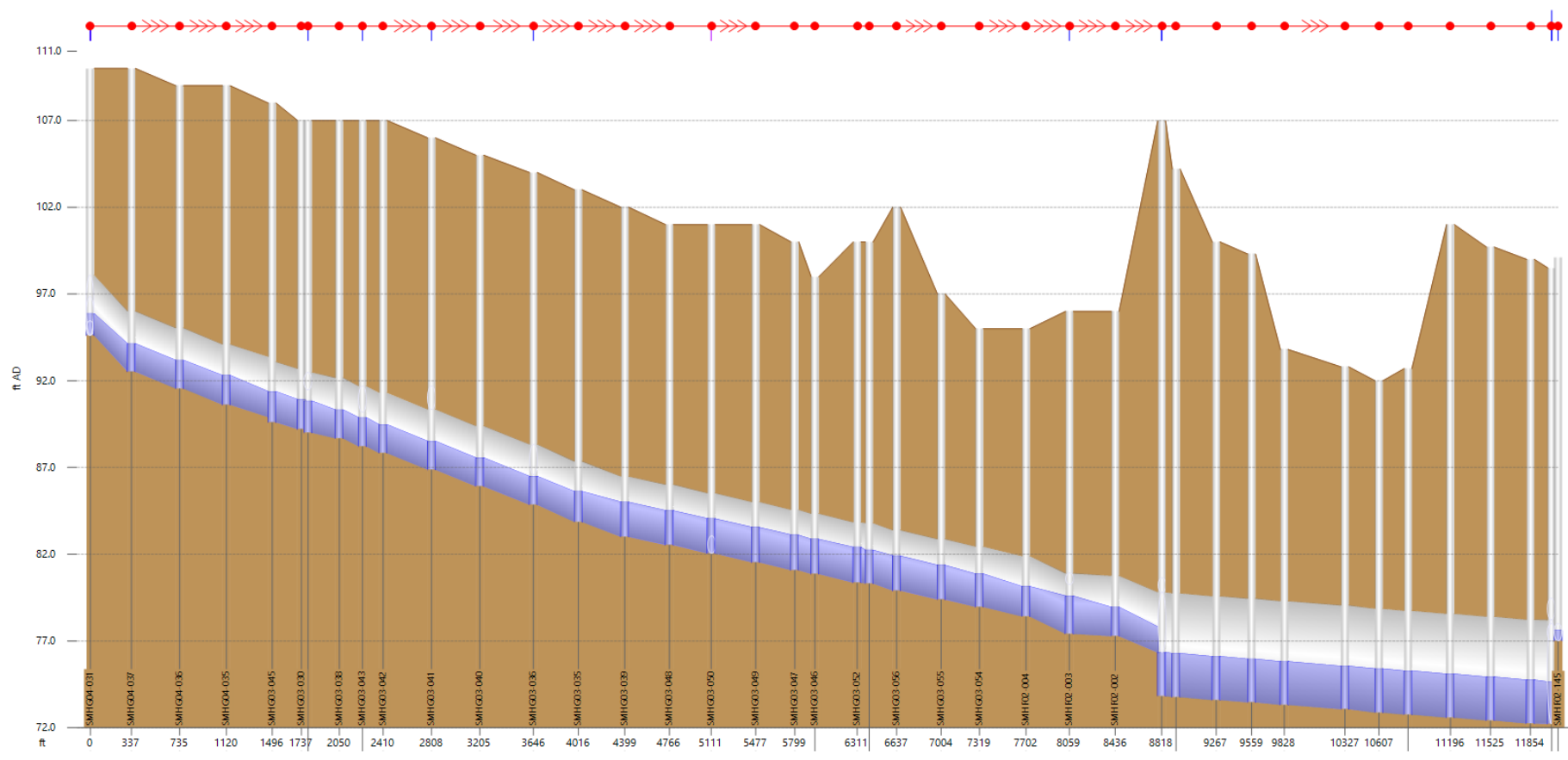
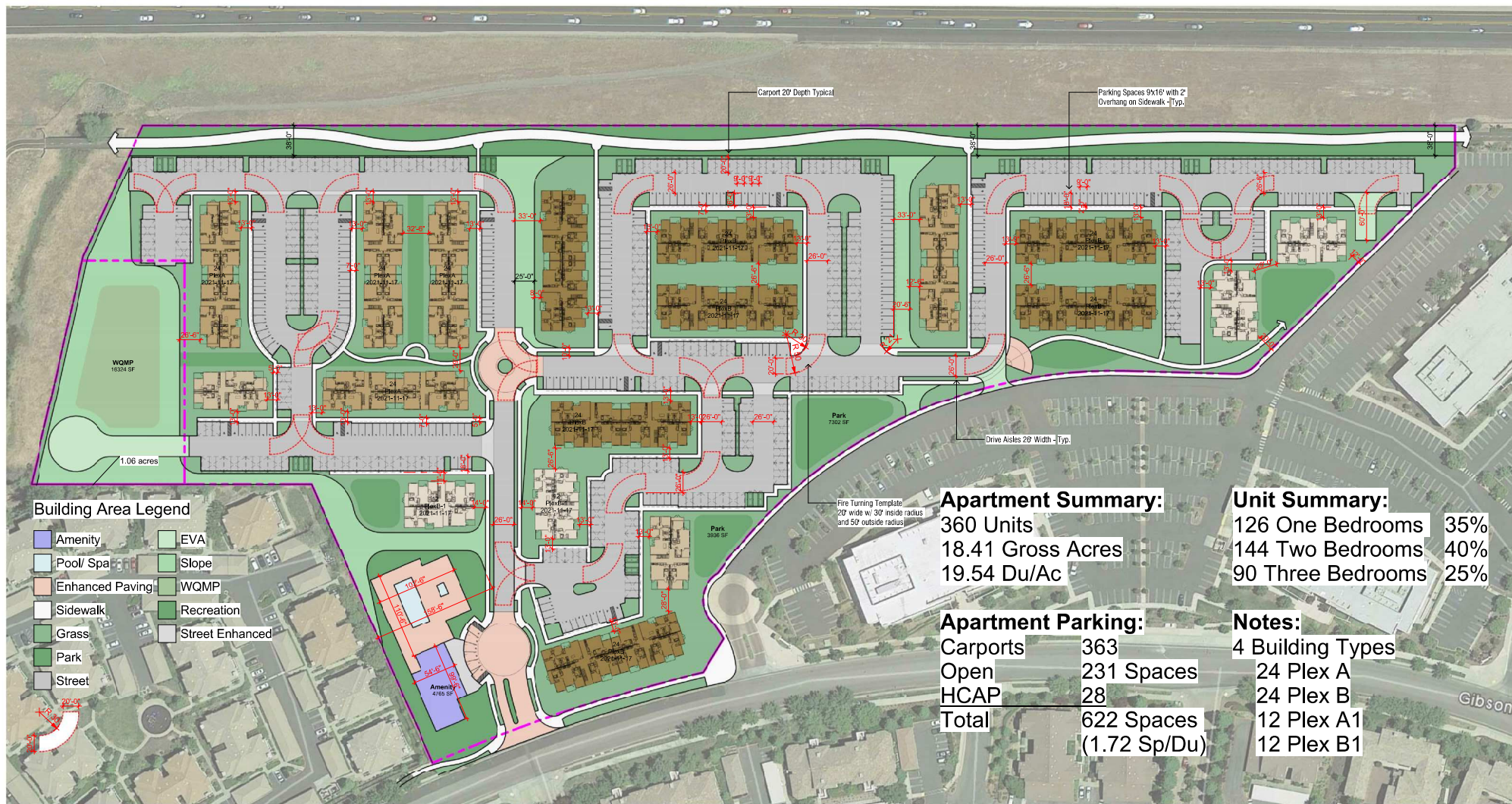


Figure 5 –Hydraulic Profile (from SMH G04-031 to Pleasant Grove WWTP)



APPENDIX A – CONCEPTUAL SITE PLAN OF PROPOSED DEVELOPMENT



1 1ST STORY - SITE PLAN
1" = 60'-0"

APPENDIX B – MODEL RESULTS

Model Results

From MH ID	To MH ID	Pipe Diameter (in)	Pipe Length (ft)	Pipe Slope (%)	Pipe Load: d/D (1 indicates backwater surcharge, 2 indicates insufficient pipe capacity)
SMH E05-291	SMH E05-034	8	73	2	0.13
SMH E05-034	SMH E05-028	8	398.6	1.8	0.24
SMH E05-028	SMH E05-027	8	349.1	1.5	0.25
SMH E05-027	SMH E05-026	8	324.6	3.9	0.21
SMH E05-026	SMH E05-033	8	268.4	4.6	0.2
SMH E05-033	SMH E05-025	12	55.3	0.452	0.2
SMH E05-025	SMH E05-023	12	193	0.912	0.28
SMH E05-023	SMH E05-021	12	158.7	0.321	0.28
SMH E05-021	SMH E05-020	12	209.3	0.401	0.27
SMH E05-020	SMH E05-018	12	284	0.335	0.28
SMH E05-018	SMH E05-013	12	237.4	0.354	0.48
SMH E05-013	SMH E05-012	18	397.8	0.204	0.38
SMH E05-012	SMH E05-017	18	345.4	0.414	0.31
SMH E05-017	SMH E05-022	18	402.4	0.417	0.32
SMH E05-022	SMH E05-024	18	196.1	0.398	0.32
SMH E05-024	SMH E05-029	18	242.2	0.401	0.32
SMH E05-029	SMH E05-031	18	240.5	0.403	0.32
SMH E05-031	SMH E04-041	18	250.4	0.2	0.38
SMH E04-041	SMH E04-040	18	231.4	0.199	0.4
SMH E04-040	SMH E04-377	18	92.6	0.194	0.4
SMH E04-377	SMH E04-042	18	137.6	0.203	0.39
SMH E04-042	SMH E04-043	18	231.7	0.242	0.38
SMH E04-043	SMH E04-039	18	359.8	0.2	0.41
SMH E04-039	SMH E04-032	18	300	0.2	0.41
SMH E04-032	SMH E04-029	18	355.7	0.197	0.42
SMH E04-029	SMH E04-027	18	356.4	0.196	0.65
SMH E04-027	SMH E04-024	18	345.9	-0.029	0.65
SMH E04-024	SMH E04-023	18	399.5	0.483	0.35
SMH E04-023	SMH E04-022	18	384.4	0.583	0.36
SMH E04-022	SMH E04-021	18	199	0.538	0.36
SMH E04-021	SMH E04-020	18	386.1	0.661	0.35
SMH E04-020	SMH E04-019	18	96.9	0.403	0.4
SMH E04-019	SMH E04-360	18	100.4	0.428	0.39

From MH ID	To MH ID	Pipe Diameter (in)	Pipe Length (ft)	Pipe Slope (%)	Pipe Load: d/D (1 indicates backwater surcharge, 2 indicates insufficient pipe capacity)
SMH E04-360	SMH E04-018	18	150	0.433	0.39
SMH E04-018	SMH E04-017	18	230.3	0.59	0.36
SMH E04-017	SMH E04-015	18	287.8	0.42	0.4
SMH E04-015	SMH E04-014	18	401.4	0.419	0.42
SMH E04-014	SMH F04-028	18	227.2	0.423	0.42
SMH F04-028	SMH F04-025	18	297.5	0.42	0.44
SMH F04-025	SMH F04-024	18	306.5	0.421	0.44
SMH F04-024	SMH F04-023	24	273.8	0.197	0.44
SMH F04-023	SMH F04-022	24	387	0.202	0.44
SMH F04-022	SMH F04-021	24	390.5	0.2	0.46
SMH F04-021	SMH F04-020	24	389.8	0.18	0.46
SMH F04-020	SMH F04-019	24	388.4	0.18	0.46
SMH F04-019	SMH F04-018	24	338.2	0.18	0.46
SMH F04-018	SMH F04-017	24	337.8	0.178	0.46
SMH F04-017	SMH F04-016	24	336.8	0.181	0.46
SMH F04-016	SMH F04-015	24	81.3	0.172	0.45
SMH F04-015	SMH F04-042	24	60.5	0.182	0.44
SMH F04-042	SMH F04-030	24	165.3	0.181	0.44
SMH F04-030	SMH F04-029	24	25.8	0.929	0.45
SMH F04-029	SMH F04-007	21	383.7	0.605	0.47
SMH F04-007	SMH F04-006	21	399.4	0.576	0.47
SMH F04-006	SMH F04-005	21	396.9	0.595	0.48
SMH F04-005	SMH F04-004	21	373.6	0.586	0.48
SMH F04-004	SMH F04-003	21	350.9	0.578	0.48
SMH F04-003	SMH F04-002	21	281	0.584	0.49
SMH F04-002	SMH F04-001	21	367.9	0.582	0.49
SMH F04-001	SMH F04-120	21	135.1	0.577	0.49
SMH F04-120	SMH G04-041	21	169.3	0.579	0.49
SMH G04-041	SMH G04-040	27	281.4	0.128	0.63
SMH G04-040	SMH G04-039	27	396.1	0.005	0.63
SMH G04-039	SMH G04-038	27	254.5	0.326	0.49
SMH G04-038	SMH G04-031	27	129.3	0.131	0.56
SMH G04-031	SMH G04-037	42	337.2	0.617	0.46
SMH G04-037	SMH G04-036	42	397.9	0.244	0.46
SMH G04-036	SMH G04-035	42	384.6	0.244	0.48

From MH ID	To MH ID	Pipe Diameter (in)	Pipe Length (ft)	Pipe Slope (%)	Pipe Load: d/D (1 indicates backwater surcharge, 2 indicates insufficient pipe capacity)
SMH G04-035	SMH G03-045	42	376.8	0.188	0.48
SMH G03-045	SMH G03-030	42	240.1	0.162	0.51
SMH G03-030	SMH G03-044	42	55.5	0.378	0.52
SMH G03-044	SMH G03-038	42	257.4	0.124	0.52
SMH G03-038	SMH G03-043	42	190.2	0.247	0.47
SMH G03-043	SMH G03-042	42	170.1	0.223	0.47
SMH G03-042	SMH G03-041	42	398	0.241	0.47
SMH G03-041	SMH G03-040	42	397.7	0.241	0.47
SMH G03-040	SMH G03-036	42	440.8	0.24	0.47
SMH G03-036	SMH G03-035	42	369.9	0.268	0.5
SMH G03-035	SMH G03-039	42	383	0.225	0.57
SMH G03-039	SMH G03-048	42	366.8	0.128	0.57
SMH G03-048	SMH G03-050	42	345.1	0.142	0.58
SMH G03-050	SMH G03-049	42	365.8	0.139	0.58
SMH G03-049	SMH G03-047	42	321.8	0.14	0.58
SMH G03-047	SMH G03-046	42	166.1	0.132	0.57
SMH G03-046	SMH G03-052	42	346.7	0.144	0.58
SMH G03-052	SMH G03-051	42	100	0.05	0.58
SMH G03-051	SMH G03-056	42	225.7	0.182	0.57
SMH G03-056	SMH G03-055	42	366.8	0.139	0.57
SMH G03-055	SMH G03-054	42	314.6	0.137	0.56
SMH G03-054	SMH F02-004	42	383.5	0.143	0.54
SMH F02-004	SMH F02-003	42	356.9	0.28	0.63
SMH F02-003	SMH F02-002	42	377	0.034	0.62
SMH F02-002	SMH F02-055	42	382.2	0.249	0.48
SMH F02-055	SMH F02-056	72	119.7	0.05	0.42
SMH F02-056	SMH F02-057	72	328.8	0.052	0.42
SMH F02-057	SMH G02-001	72	292.3	0.048	0.42
SMH G02-001	SMH G02-002	72	268.7	0.052	0.42
SMH G02-002	SMH F02-058	72	499.6	0.05	0.41
SMH F02-058	SMH F02-059	72	279.8	0.068	0.42
SMH F02-059	SMH F02-060	72	239.6	0.05	0.42
SMH F02-060	SMH F02-061	72	349.3	0.049	0.42
SMH F02-061	SMH F02-062	72	329.3	0.052	0.42
SMH F02-062	SMH F02-063	72	328.7	0.052	0.42

From MH ID	To MH ID	Pipe Diameter (in)	Pipe Length (ft)	Pipe Slope (%)	Pipe Load: d/D (1 indicates backwater surcharge, 2 indicates insufficient pipe capacity)
SMH F02-063	SMH F02-049	72	175.4	0.017	0.42

CC EXHIBIT A



DEVELOPMENT SERVICES DEPARTMENT—PLANNING DIVISION

311 Vernon St, Roseville, CA 95678 (916) 774-5276

ADDENDUM TO THE 2035 GENERAL PLAN ENVIRONMENTAL IMPACT REPORT (SCH #2019080418, CERTIFIED ON AUGUST 5, 2020) AND CHECKLIST DOCUMENT

Project Title/File Number:	NCRSP PCL 42A – Shea Center Apartments Rezone/PL21-0307
Project Location:	The Project is comprised of five (5) vacant parcels totaling approximately 19.50 acres located at 540, 556, 564, 572, and 580 Gibson Drive. The Project site is within the North Central Roseville Specific Plan (NCRSP) area. The site is bordered by SR 65 on the north, Gibson Drive on the south, an office complex on the east, and an apartment complex on the west. The site has a General Plan land use designation of Business Professional (BP) and a zoning designation of Business Professional/Special Area North Central Roseville Specific Plan (BP/SA-NC).
Project Description:	The applicant requests a General Plan Amendment and Specific Plan Amendment to the North Central Roseville Specific Plan (NCRSP) to modify the land use designation from Business Professional (BP) to High Density Residential (HDR); a Rezone from Business Professional/Special Area North Central Roseville Specific Plan (BP/SA-NC) to Multi-Family Housing/Special Area North Central Roseville Specific Plan (R3/SA-NC) to allow the development of the site with up to 360 multi-family dwelling units; and a Tentative Subdivision Map to merge five parcels. In addition, the project includes a Development Agreement by and between the City of Roseville and Roseville Land Holdings, LLC to reflect the change in land use and housing units.
Project Applicant:	Brad Shirhall, TLA Engineering and Planning
Property Owner:	Roseville Land Holdings, LLC
Lead Agency Contact:	Escarlet Mar, 916-774-5247

An addendum to a previously certified environmental impact report may be prepared for a project if some changes or additions are necessary but none of the conditions calling for the preparation of a subsequent environmental impact report (EIR) have occurred (California Environmental Quality Act [CEQA] Guidelines Section 15164). The conditions calling for the preparation of a subsequent EIR are listed in CEQA Guidelines Section 15162, which is based on Public Resources Code section 21166.

Similarly, for later activities implementing a previously adopted plan or program, a lead agency can rely on the EIR prepared for that plan or program if the agency finds that pursuant to Section 15162, no subsequent EIR

would be required. (CEQA Guidelines Section 15168(c)(2).) In such a case, the agency can approve the activities as being within the scope of the project covered by the previously prepared EIR and no new environmental document is required. (*Id.*) Where the later activities involve site specific operations, the agency should use a written checklist or similar device to document that the environmental effects of those activities are within the scope of the program EIR. (CEQA Guidelines Section 15168(c)(4).)

Consistent with CEQA Guidelines Sections 15164 and 15168, 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 changes or additions are necessary in order to deem the certified environmental impact report (EIR) for the 2035 General Plan (State Clearing Housing Number 2019080418), including addendums thereto, adequate to describe the impacts of the proposed project.

CEQA Guidelines Section 15164 states that an addendum need not be circulated for public review but can be included in or attached to the adopted or certified environmental document for consideration by the hearing body. Similarly, a checklist prepared pursuant to CEQA Guidelines Section 15168 need not be circulated for public review. This Addendum/Checklist (called Addendum throughout the remainder of this document) analyzes the environmental effects of the Project, with particular focus on those aspects of the Project, its circumstances, or its environmental impacts that require additional discussion.

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PROJECT DESCRIPTION

Project Location

The Project is comprised of five (5) vacant parcels totaling approximately 19.50 acres located at 540, 556, 564, 572, and 580 Gibson Drive (see Figure 1). The Project site is within the North Central Roseville Specific Plan (NCRSP) area. The site is bordered by SR 65 on the north, Gibson Drive on the south, an office complex on the east, and an apartment complex on the west. The site has a General Plan land use designation of Business Professional (BP) and a zoning designation of Business Professional/Special Area North Central Roseville Specific Plan (BP/SA-NC).

Figure 1: Project Location



Background

The Project site is within the North Central Roseville Specific Plan (NCRSP) area. The NCRSP encompasses approximately 2,330 acres and is situated generally between State Route (SR) 65 to the north, Washington Boulevard to the west, Diamond Oaks Golf Course to the south, and Interstate 80 to the east. The NCRSP was adopted on July 5, 1990, by the City Council. An Environmental Impact Report was certified with the NCRSP (State Clearinghouse Number 88053010), which examined the impacts of the NCRSP buildout.

Environmental Setting

The project site is comprised of five (5) individual parcels, the parcels create an irregular shaped lot. The site is undeveloped with the exception of frontage and landscape improvements along Gibson Drive. Frontage improvements consist of sidewalk, curb and gutter, street trees, and groundcover. The site was previously graded and disturbed. At one time, the site was used to stockpile spoils from adjacent development parcels. Vegetation on the site is sparse with few small trees and shrubs on the property. Topography of the site is sloped upwards. Several grade changes occur throughout the site. A single gravel driveway is located on the west portion of the site. Stockpile of rocks is still evident on the site. Much of the site's surface has been disturbed

throughout the years, with evidence of pedestrians noticeable by the discoloration of the ground in certain areas of the site, specifically closest to the bikeway and pedestrian path located northwest of the project site.

The site is adjacent to State Route 65 to the north, Business Professional uses to the east, and multi-family residential uses to the south across Gibson Drive and to the west. Table 1 below identifies the land use designation and uses of the site and surrounding properties.

Location	Zoning	General Plan Land Use	Actual Use of Property
Site	BP/SA-NC	BP	Vacant
North	-	-	State Route 65
South	R3	HDR	Condominiums
East	BP/SA-NC	BP	Office complex
West	R3	HDR	Apartment complex

Proposed Project

The conceptual site plan shows merger of the five (5) existing lots to allow the development of an up to 360 multi-family dwelling unit Project with landscaping, lighting, and parking improvements. In addition to the site improvements, the conceptual site plan shows several on-site outdoor play and activity areas located on the southern portion of the Project site, which will be shielded from State Highway 65 through the apartment buildings and setback. The conceptual site plan shows an on-site water quality treatment and detention features.

Entitlements

The applicant requests a General Plan Amendment and Specific Plan Amendment to the North Central Roseville Specific Plan (NCRSP) to modify the land use designation from Business Professional (BP) to High Density Residential (HDR); a Rezone from Business Professional/Special Area North Central Roseville Specific Plan (BP/SA-NC) to Multi-Family Housing/Special Area North Central Roseville Specific Plan (R3/SA-NC); and a Tentative Subdivision Map to merge the five parcels into a single parcel. In addition, the project includes a Development Agreement by and between the City of Roseville and Roseville Land Holdings, LLC to provide certainty for the City of Roseville and the project proponent. The list of entitlements are listed below:

1. General Plan Amendment
2. Specific Plan Amendment to the North Central Roseville Specific Plan
3. Rezone from Business Professional/Special Area North Central Roseville Specific Plan (BP/SA-NC) to Multi-Family Housing/Special Area North Central Roseville Specific Plan (R3/SA-NC)
4. Tentative Subdivision Map
5. Development Agreement by and between the City of Roseville and Roseville Land Holdings, LLC

SCOPE OF ADDENDUM

This Addendum tiers from the 2035 General Plan Environmental Impact Report (GP EIR) and the 2021 Housing Element Addendum (HE Addendum) (combined, the GP EIR and HE 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 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. 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 HE 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 HE Addendum, while "Project area" will refer to the much smaller subarea of the Planning Area affected by the proposed Project.

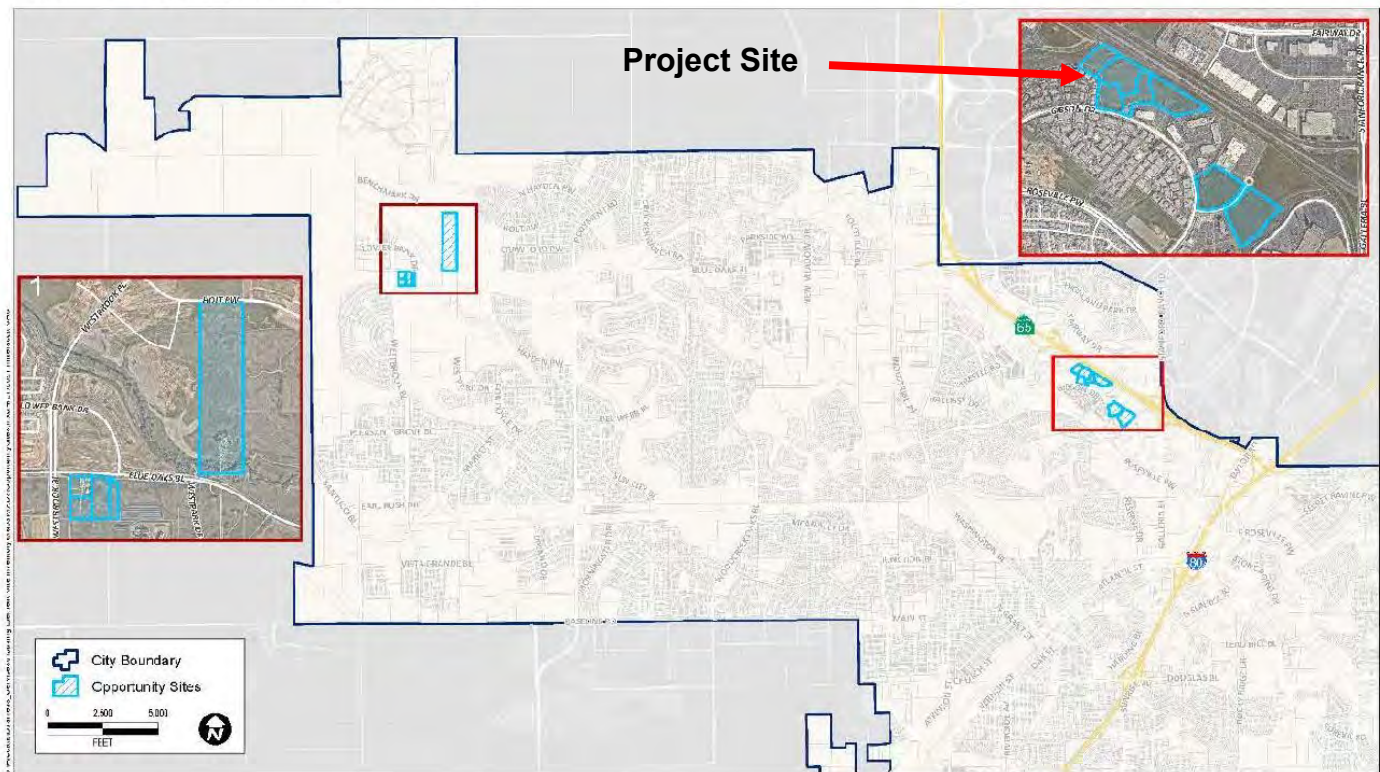
The GP EIR included a comprehensive analysis of the impacts of City buildout compared to baseline physical conditions and conservatively assumed that developable sites would be fully developed, rather than developing at average intensities. As of 2019 GP EIR baseline conditions, the City had approximately 21,000 units of residential development capacity before reaching buildout conditions, a figure which had dropped to approximately 19,000 units at the time of the HE Addendum, and which is currently estimated as 18,000 units. However, because of the conservative development assumptions within the GP EIR, the evaluation included the addition of between 20,000 and 25,000 units from existing conditions to buildout conditions, which is up to 4,000 units more than the City's buildout projections. A range was used in order to provide flexibility for future projects which could affect City buildout, ensuring that some future project changes could still fall within the scope of the GP EIR. The HE Addendum evaluated the addition of approximately 1,500 new high density units¹ to the City's projected buildout total as part of the Housing Element Rezone Program (Rezone Program), leaving 2,500 units

¹ The Rezone Program provided capacity for 2,086 "lower income" units. This is not equivalent to adding 2,086 new units to the City's cumulative buildout conditions. For Housing Element planning, density is used as a proxy for affordability; high density residential units at densities of 23 units per acre or greater are counted as "lower income." One of the Rezone Program strategies includes increasing the density of existing planned high density properties which are currently planned for densities below 23 units per acre. So a site planned for 200 units at 20 units per acre would have zero "lower income" units, but increasing the density of the site to 30 units per acre would move all of the units into the "lower income" category, thereby adding 300 lower income units while only adding 100 new units to buildout. The HE Addendum found the Rezone Program would add buildout capacity for 1,563 high density residential units.

of GP EIR buildout capacity. This total remained well within the range of development analyzed within the GP EIR. The HE Addendum indicated that the purpose and scope of the Addendum was focused on the way in which the Housing Element changed the mix of uses, rather than the use totals, by increasing residential density in certain areas and removing non-residential capacity.

This Addendum is focused in the same manner as the HE Addendum. The Project is within the scope of General Plan buildout and is consistent with and within scope of the Rezone Program. The Rezone Program included an “Opportunity Sites” strategy, which estimated that 600 units of additional capacity would be provided through the conversion of vacant non-residential sites to multifamily, High Density Residential sites. Housing Element page X-202 includes a detailed description of the Opportunity Sites strategy, including a map of potential sites (see Housing Element Figure X-36, below). The proposed Project site is specifically identified on the map as an opportunity site.

Figure X-36 | Opportunity Sites Map



The Housing Element was required by law to demonstrate a “realistic capacity,” which is a conservative amount of development capacity determined to be realistic based on market conditions, site constraints, and other factors. This analysis provides a conservative assumption, and is not a limit on the number of units which could be accommodated. The Rezone Program states that it “conservatively assumed” that 10 acres of the Shea property would be developed with 300 multifamily residential units and the remaining 9.5 acres would be developed with office and business professional uses consistent with the current land use designation. The development potential used in the GP EIR and HE Addendum is based on the average Floor Area Ratio (FAR). The Business Professional land use designation has an average FAR of 0.30, and therefore the 9.5 acres of Business Professional land was assumed to have the potential to support approximately 124,000 square feet of office uses.

The proposed Project includes up to 360 units of multifamily residential and no office uses, while the HE Addendum included 300 units plus 124,000 square feet of office uses. The proposed Project increases the

potential residential development by 60 units, but removes 124,000 square feet of potential office uses, resulting in a net decrease of development intensity compared to previous analyses. Therefore, the proposed Project falls within the scope of the GP EIR and HE Addendum analysis. The GP EIR and HE Addendum focused on program-level, citywide, and cumulative impacts. The Project falls within the scope of these analyses, and therefore this Addendum focuses on impacts particular to the site and the specific Project circumstances.

The geographic scope of the environmental setting relevant to a project's impacts varies depending on the issue topic. For example, the geographic scope of the environmental setting for air quality impacts related to ozone is the relevant air basin because this is the extent of the impacts' effects, whereas the geographic scope of the environmental setting for greenhouse gas emissions is global. Other impacts have more localized effects. For example, with impacts tied to construction, such as archeology and groundborne vibration from construction, the environmental setting is typically defined by the geographic scope of the construction area and its immediate surroundings.

The proposed Project does not facilitate or include construction within areas that had not previously been anticipated for construction within the GP EIR and HE Addendum. Therefore, the Project does not include any changes which would affect the GP EIR analyses related to the following categories:

- 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 4.13. Hydrology and Water Quality
- Section 4.14. Aesthetics

This Addendum provides a summary of the GP EIR and HE Addendum analysis and its basis for determining impacts for each of the above topical sections, to clearly show that the Project does not change these impact evaluations.

The GP EIR and HE Addendum identified the following impacts as significant and unavoidable:

- Vehicle Miles Traveled (VMT) impacts
- Air Quality – Construction
- Air Quality – Operational
- Air Quality – Pollutant Concentrations
- Greenhouse Gases
- Noise and Vibration (short-term and long-term)
- Historical Resources
- Archeological Resources
- Disturbance of Human Remains
- Tribal Cultural Resources
- Construction of Utilities (indirect impacts)
- Aesthetics
- Light and Glare

All of the above impacts were also found to be significant and unavoidable cumulative impacts, along with the following:

- Biological Resources – Special-status plants, riparian habitat/sensitive natural communities, or wetlands and other waters

- Biological Resources – Special-status wildlife species and habitats

In order to assess the citywide impacts of changing the location and intensity of residential uses consistent with the Rezone Program, the HE Addendum included an updated citywide traffic impact study and VMT analysis. Analysis topics which use this information, including Air Quality, Greenhouse Gases, and Transportation, were updated based on the updated citywide study. The updated analyses found the Housing Element would actually reduce impacts compared to the analyses of the GP EIR. The HE Addendum found that analyses related to Geology, Soils, and Paleontological Resources; Biological Resources; Cultural and Tribal Cultural Resources; Hazards, Hazardous Materials, and Wildfire; Hydrology and Water Quality; and Aesthetics would generally be unchanged by the Housing Element. The HE Addendum found that the Housing Element would not result in any new or substantially increased impacts compared to the GP EIR analysis.

The analyses in this Addendum rely on the GP EIR and HE Addendum analysis with minor supplements or technical updates where appropriate. The Project implements a portion of the Housing Element Rezone Program, and is within the buildout range described within the GP EIR and HE Addendum and within the same development footprint. Therefore, the Project is not anticipated to change impacts or the general effects of urban development.

PURPOSE AND USE OF ADDENDUM

The adopted Rezone Program Opportunity Sites strategy was assumed to provide 600 high density residential units, with additional units provided through an infill strategy; commercial-to-residential rezone strategy; and increases in allowed density on existing, vacant multifamily sites. The capacity values for each strategy are explicitly described as estimates, with the Rezone Program further stating that the strategies would be implemented together or in part in order to achieve the total Rezone Program capacity.

The Housing Element did not approve any housing projects or land use amendments; it was a policy-level document establishing the framework for future actions. The HE Addendum stated:

After the 2021 Housing Element is adopted the City would begin identifying sites and taking specific land use actions, at which time an environmental review process will be needed to determine the physical effects which would result from those actions. To streamline that future environmental review, this Addendum evaluates the physical effects of implementing the rezone program to the extent reasonable and practicable, based on the Project description above.

The Addendum for the proposed Project is being prepared consistent with the above statement. As described, the Project includes a proposal to change the General Plan and Specific Plan land use designation and zoning district of the site from Business Professional and Business Professional/Special Area North Central Roseville Specific Plan to, respectively, High Density Residential and Multifamily Residential (R3)/Special Area North Central Roseville Specific Plan. Development of the entire site was assumed within the GP EIR and HE Addendum, because it had an urban land use designation, and therefore the Project does not increase the physical development footprint compared to what was analyzed in the GP EIR and HE Addendum.

Section 15152 of the CEQA Guidelines provides that where a first-tier EIR has “adequately addressed” the subject of cumulative impacts, such impacts need not be revisited in second- and/or third-tier documents. According to Section 15152(f)(3), significant effects identified in a first-tier EIR have been adequately addressed, for purposes of later approvals, if the lead agency determines that such effects have been either:

- A) “mitigated or avoided as a result of the prior [EIR] and findings adopted in connection with that prior [EIR]”; or
- B) “examined at a sufficient level of detail in the prior [EIR] to enable those effects to be mitigated or avoided by site-specific revisions, the imposition of conditions, or by other means in connection with the approval of the later project.”

The GP EIR and HE Addendum form a program EIR that helps determine the need for subsequent environmental documentation, as well as dictates the scope of project-level CEQA review. According to Section 15168(d) of the CEQA Guidelines, a program EIR can be used to simplify the task of preparing future environmental documents on later activities in the program. A program EIR can:

- 1) “Provide the basis in an Initial Study for determining whether the later activity may have any significant effects.
- 2) 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.
- 3) Focus an EIR on a later activity to permit discussion solely of new effects which had not been considered before.”

Before preparing any additional environmental review, however, CEQA Guidelines Section 15168(c) states that lead agencies should first determine whether any of the conditions listed in Section 15162 have been met. Section 15162 prohibits a lead agency from preparing a subsequent EIR unless the lead agency determines, on the basis of substantial evidence in the light of the whole record, one or more of the following:

- 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;
- 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
- 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:
 - o The project will have one or more significant effects not discussed in the previous EIR or negative declaration;
 - o Significant effects previously examined will be substantially more severe than shown in the previous EIR;
 - o 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
 - o 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.

If none of the conditions in Section 15162 have been met, then no new environmental review is required, and the lead agency can approve the activity as being within the scope of the project covered by the program EIR. (CEQA Guidelines Section 15168(c)(2).) Nevertheless, a lead agency should use a written checklist or similar device to document the evaluation of the site and the activity that led it to conclude no additional environmental review is required. (CEQA Guidelines Section 15168(c)(4).)

This Addendum is the recommended written checklist for the Project. It also acts as an addendum pursuant to CEQA Guidelines Section 15164.

ENVIRONMENTAL ADDENDUM/CHECKLIST FOR ENVIRONMENTAL REVIEW

The purpose of this Addendum 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 and requires 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. In any instance where mitigation was included, regardless of whether the mitigation has been completed at this time, the response will include the mitigation measure number. 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?	EIR 4.14-18 and Addendum page 15	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?	EIR 4.14-18 and Addendum page 15	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?	EIR 4.14-19 and Addendum page 15	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?	EIR 4.14-24 and Addendum page 15	No	No	No	None

Discussion: Aesthetics and visual resources are subjective by nature, and therefore the extent of visual impacts associated with adoption and implementation of development evaluated at a program level is difficult to quantify. The GP EIR analysis was conducted qualitatively, assessing the potential implications of full buildout of the Planning Area.

There are no designated or eligible state scenic highways within or near the Planning Area, nor is the Planning Area visible from such a highway, so the GP EIR concluded there were no impacts with respect to this topic (GP EIR page 4.14-18). This evaluation remains adequate and is applicable to this Project.

Impacts related to substantial adverse effects on a scenic vista were found to be less than significant (GP EIR page 4.14-18) because there are no scenic vistas in the Planning Area. This evaluation remains adequate and is applicable to this Project.

Impacts related to, in a non-urbanized area, substantially degrading the visual character or quality of public views of the site and its surroundings, and in an urbanized area, conflict with applicable zoning and other regulations governing scenic quality, were found to be significant (GP EIR page 4.14-19). The significance determination was driven by the impacts to *non-urbanized areas*, where buildout of the Planning Area will convert large areas of open, undeveloped land to urban uses. This is unrelated to the Project area, which occurs in an urbanized area.

In an urbanized area, the criteria for evaluation is whether a project will conflict with zoning or other regulations governing scenic quality. The GP EIR discusses the effects of infill and redevelopment at length, acknowledging that new development in infill settings may result in some buildings that are taller or of a greater scale than the current development in the local neighborhood. However, the analysis indicates that new development will be required to comply with the City's Zoning Ordinance, General Plan policies, and as applicable with the City's Community Design Guidelines, and that these are intended to foster development which is compatible and complementary with the existing development. Furthermore, the GP EIR notes that allowing for greater density and intensity can improve the character of neighborhood centers and corridors, that taller or larger buildings do not necessarily constitute a visual impact, and that adding uses and density typically improves visual quality by developing vacant or underused properties and improving maintenance of existing structures and yards.

The HE Addendum discussed the infill aspects of the Rezone Program, which includes the Project site. The Project site is located within an urban infill area of the City surrounded by existing urban uses. The proposed Project land use amendment and rezoning would be consistent with zoning and other regulations governing scenic quality. The Project is designed to comply with such regulations, including the development standards in the R3/SA-NC zone.

Similarly to impacts related to visual quality, the GP EIR and HE Addendum were found to be significant (GP EIR page 4.14-24), because buildout of the General Plan would introduce new sources of nighttime lighting in less developed areas on the edge of the urban portions of the City, where there is low existing ambient nighttime lighting. The Project involves nighttime lighting to provide for the security and safety of Project users. However, the Project is already located within an urbanized setting with many existing lighting sources from the office complex to the east and the condominiums to the west. Lighting will be conditioned to comply with City standards (i.e. Community Design Guidelines) to limit the height of light standards and to require cut-off lenses and glare shields to minimize light and glare impacts. The Project will not create a new source of substantial light. None of the Project elements are highly reflective, and thus the Project will not create a new source of glare.

Therefore, the GP EIR and HE Addendum adequately describes the potential impacts of the Project, and the Project does not result in new or substantially more severe increases in significant effects related to aesthetic impacts in urbanized areas.

Mitigation Measures: None.

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?	EIR 4.1-17 and Addendum page 17	No	No	No	None
b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?	EIR 4.1-17 and Addendum page 17	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))?	N/A	No	No	No	N/A
d) Result in the loss of forest land or conversion of forest land to non-forest use?	N/A	No	No	No	N/A
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?	EIR 4.1-17 and Addendum page 17	No	No	No	None

Discussion: The GP EIR indicates approximately 20 acres of Prime Farmland borders Pleasant Creek within Reason Farms. The remainder of the Planning Area is designated by the Placer County Important Farmland map as Farmland of Local Importance, Grazing Land, Other Land, and Urban and Built-Up Land (California Department of Conservation 2016). These designations are not considered Important Farmland under CEQA (Public Resources Code Sections 21060.1 and 21095 and CEQA Guidelines Appendix G). The areas of Prime Farmland with Reason Farms is

not designated for conversion to urban land uses. Therefore, the GP EIR concluded buildout of the General Plan would not convert Important Farmland to nonagricultural uses and no impact would occur. This evaluation remains adequate and is applicable to this Project site, which is not planned for agricultural use and does not contain any type of farmland.

The Planning Area is not zoned for agricultural uses and no parcels are under Williamson Act contracts (Placer County 2020). Therefore, the GP EIR concluded buildout of the General Plan would not conflict with existing zoning for agricultural uses or a Williamson Act contract and no impact would occur. This evaluation remains adequate and is applicable to this Project site, which is zoned for office use.

The Planning Area does not contain any 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)), and therefore there are no impacts related to forest land. This evaluation remains adequate and is applicable to this Project.

Mitigation Measures: None.

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?	EIR 4.4-25 and Addendum page 18	No	No	No	MM 4.4-2a, MM 4.4-2b, and MM 4.4-3
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?	EIR 4.4-26 & 4.4-29 and Addendum page 18	No	No	No	MM 4.4-2a and MM 4.4-2b
c) Expose sensitive receptors to substantial pollutant concentrations?	EIR 4.4-36 and Addendum page 18	No	No	No	MM 4.4-3
d) Result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?	EIR 4.4-49 and Addendum page 18	No	No	No	MM 4.4-5

Discussion: The City of Roseville, along with the south Placer County area, is located in the Sacramento Valley Air Basin (SVAB). The SVAB is within the Sacramento Federal Ozone Non-Attainment Area. Under the Clean Air Act, Placer County has been designated a "serious non-attainment" area for the federal 8-hour ozone standard, "non-attainment" for the state ozone standard, and a "non-attainment" area for the federal and state PM₁₀ standard (particulate matter less than 10 microns in diameter). Within Placer County, the Placer County Air Pollution Control District (PCAPCD) is responsible for ensuring that emission standards are not violated.

The GP EIR evaluated construction-related activities, which would result in temporary emissions of criteria air pollutants (e.g., PM₁₀, PM_{2.5}, CO) and ozone precursors (e.g., ROG and NO_x) from ground-disturbing activities (e.g., excavation, grading, and clearing); exhaust emissions from use of off-road equipment, material delivery, and construction worker commutes; building construction; asphalt paving; and application of architectural coatings. The GP EIR also evaluated activities associated with the operation of General Plan land uses, which would generate criteria air pollutant and precursor emissions from mobile, energy, and area sources. The California Emissions Estimator Model (CalEEMod) was used to estimate emissions resulting from both construction-related activities and operational activities. The Project also falls within the scope of the units evaluated by the GP EIR and HE Addendum. Further, the HE Addendum traffic model considered the Federal Bureau of Investigation (FBI) project as part of the existing conditions, and assumed additional square feet of industrial capacity on the balance of the original Blue Oaks Commerce Center site. The Project is within the assumed cumulative analysis and therefore, would not result in a change to the construction-related analysis in the GP EIR, which concluded that citywide emissions would exceed the adopted Placer County Air Pollution Control District significance thresholds, and that even after application of mitigation these impacts would remain significant and unavoidable. This citywide analysis remains appropriate and applicable to the Project.

Note that this evaluation considered the combined effects of development activities occurring concurrently across the City; individual projects may not, by themselves, result in significant impacts. The Sacramento Metropolitan Air Quality Management District (SMAQMD) CEQA Handbook (page 3-4) indicates that an individual project on a vacant site generally needs to involve 35 or more acres to exceed the construction-related significance threshold. The Project site is approximately 19.50-acres in size.

For operational emissions, the HE Addendum evaluation noted that the Housing Element did not change the total units analyzed but did change the location and density of uses, which can have an effect on operational emissions related to transportation. An updated analysis of vehicle miles traveled (VMT) was prepared for the Housing Element; the details and findings of this VMT analysis were discussed in greater detail in the Transportation section of the HE Addendum. To summarize, the updated analysis found the Housing Element had a beneficial effect on VMT generation. The updated analysis found existing conditions (2020) had an average citywide VMT of 15.7 VMT/resident and cumulative conditions (2035) have an average citywide VMT of 14.7 VMT/resident. This was an increase of baseline (existing conditions) VMT, which the GP EIR found to be 15.1 VMT/resident, but is a decrease of cumulative conditions VMT, which the GP EIR found to be 15.5 VMT/resident (with transportation facilities constrained) or 14.9 VMT/resident (with transportation facilities unconstrained). The HE Addendum found that operational criteria pollutant emissions would be decreased compared to the analysis of the GP EIR, because it reduced citywide VMT. The VMT reductions occurred because higher densities generally result in lower per-person vehicle miles traveled, especially in areas of the City which have low VMT rates due to proximity to services, jobs, and transit, such as the Project area. The Project is within the area of the City which generates low VMT per-person in the City, and therefore would also be expected to have a beneficial impact on per person VMT generation.

Given that the Project will reduce citywide VMT, it will also reduce all criteria pollutant emissions associated with transportation. The GP EIR and HE Addendum found that emissions related to operation were significant and unavoidable, because the application of mitigation was not sufficient to bring emissions below the significance thresholds. This conclusion remains adequate and is applicable to this Project. However, this is based on the citywide emissions; individual projects may not exceed the significance thresholds.

For substantial pollutant concentrations, the GP EIR and HE Addendum found construction and operation of the General Plan would generate localized air pollutant emissions that could affect existing and proposed sensitive receptors. Construction activities would generate diesel particulate matter (diesel PM) emissions. Existing regulations and policies, as well as revised policies were found to reduce potential exposure to substantial pollutant concentrations, but impacts related to diesel particulates were found to be significant and unavoidable. The Project would not change the location or extent of construction activities, so would result in no change to this analysis. This evaluation remains adequate and is applicable to this Project.

Buildout of the General Plan would also contribute vehicles to local intersections that could cause a CO hotspot (i.e., exceedance of the CO ambient air quality standard). However, due to requirements for cleaner vehicle emissions, proposed land use and transportation goals and policies, and use of intelligent transportation system equipment, the GP EIR concluded the General Plan's land uses would not contribute substantial vehicle volumes to existing or future intersections that could cause a CO hotspot. Existing regulations and policies, as well as revised policies were found to reduce potential exposure to substantial pollutant concentrations related to CO hotspots to a less than significant level. The HE Addendum included an updated Level of Service analysis (see the Transportation section of this Addendum) which found that the Housing Element would not change trip distribution in a manner that would cause the City's Level of Service policy to be exceeded, nor would it contribute significant trips to intersections already operating at acceptable levels. Therefore, the GP EIR and HE Addendum analysis related to CO hotspots remains adequate and is applicable to this Project.

For other emissions, the GP EIR found that buildout of the General Plan could involve actions which would expose people to objectionable odors. Construction-related activities would generate odors from the use of diesel-powered equipment and from paving and architectural coating activities. However, these odorous emissions would be temporary and disperse rapidly with distance from the source; therefore, construction-generated odors would not result in the frequent exposure of receptors to objectionable odor emissions. Future land uses could result in the operation of new land use that generates objectionable odors or the siting of sensitive receptors in proximity to existing odor-generating land uses within the Planning Area. Therefore, development under the General Plan could result in the exposure of receptors to objectionable odor emissions. Because buffer distances and implementation of specific technology- and design-based measures cannot be known at this time, it was conservatively assumed that sensitive receptors could be exposed to substantial odor-generating emissions, and the GP EIR found impacts to be significant and unavoidable after the application of mitigation. The HE Addendum indicated the Housing Element does not change the location and extent of urban development, and though it includes the potential placement of residential uses in locations which are currently designated for commercial uses, none are located in areas which are exposed to significant odor sources. This remains true of the Project. The Project area was evaluated using the SMAQMD odor screening methodology, and it was found that there were no significant odor sources that would affect the Project. As a housing project, the Project also would not create other emissions, such as odor, that would adversely affect a substantial number of people. Therefore the GP EIR and HE Addendum evaluation remains adequate and is applicable to this Project.

Mitigation Measures: All of the mitigation measures below were effectuated through inclusion in the City's 2035 General Plan Appendix A: Implementation Measures, but are included here for reference.

Mitigation Measure 4.4-2a – *The proposed General Plan Update should be amended as follows:*

Implementation Measure

Projects that could have a potentially significant effect, as demonstrated by exceedance of the PCAPCD-recommended thresholds of significance, shall incorporate applicable PCAPCD-recommended standard operational mitigation measures, as listed below or as they may be updated in the future, or those design features determined by the City to be as effective:

- ▶ Wood burning or pellet stoves shall not be permitted. Natural gas or propane fired fireplaces shall be clearly delineated on plans submitted to obtain building permits.
- ▶ Where natural gas is available, gas outlets shall be provided in residential backyards for use with outdoor cooking appliances such as gas barbeques.
- ▶ Electrical outlets should be installed on the exterior walls of both the front and back of residences to promote the use of electric landscape maintenance equipment.
- ▶ All newly constructed residential buildings including one- and two-family dwellings, townhomes, and multi-family units in low-rise and high-rise residential buildings shall comply with the California Green Building Standards Code (CalGreen).
- ▶ Covenants, Conditions & Restrictions (CC&Rs) shall include the required distribution of educational information on how homeowners can increase energy efficiency and conservation in their new homes. The information shall be delivered as part of a "move-in" packet prior to occupancy of the residence.
- ▶ Streets should be designed to maximize pedestrian access to transit stops.
- ▶ Site design shall maximize access to transit, to accommodate bus travel, and to provide lighted shelters at transit access points.
- ▶ A pedestrian access network shall link complementary land uses.
- ▶ Provide bicycle storage to promote bicycling.
- ▶ Vanpool parking only spaces and preferential parking for carpools should be required for employment-generating uses.
- ▶ Consider using concrete or other non-polluting materials for paving parking lots instead of asphalt.

- ▶ Landscaping should be designed to eventually shade buildings and parking lots.

Mitigation Measure 4.4-2b – *The proposed General Plan Update should be amended as follows:*

Implementation Measure

If, following implementation of Mitigation Measure 4.4-2a, a project's operational emissions would still exceed PCAPCD-recommended thresholds of significance, the City would require the project to offset remaining project emissions in excess of thresholds by establishing off-site mitigation or participation in PCAPCD's Off-site Mitigation Program.

Mitigation Measure 4.4-3 – *The proposed General Plan Update should be amended as follows:*

Implementation Measure

- ▶ The City shall require, as part of plans for development within the Planning Area, the implementation of ARB's *Air Quality and Land Use Handbook: A Community Health Perspective* guidance concerning land use compatibility and recommended setback distances with regard to sources of TAC emissions and sensitive land uses, or related guidance as it may be updated in the future.
- ▶ As an alternative to these buffer distances, proposed sensitive receptors, uses that involve substantial truck trips, and large gas stations may provide a site-specific health risk assessment, using methods consistent with applicable guidance from the Office of Environmental Health Hazard Assessment, with mitigation, if necessary, to demonstrate compliance with applicable PCAPCD-recommended health risk thresholds. When health risk impacts exceed PCAPCD-recommended thresholds, feasible on-site mitigation measures to reduce TAC exposure shall be implemented to mitigate health risk impacts below PCAPCD-recommended thresholds. On-site measures could include but are not limited to providing enhanced filtration systems (e.g., MERV 13 or greater) for near-by sensitive receptor buildings, use of solid barriers to pollution, and vegetation to reduce pollutant concentrations, changes to the TAC emission source's operation (e.g. technology or management practices that reduce harmful emissions at the Rail Yard), and positioning of exhaust and intake for ventilation systems to minimize exposure, among others.
- ▶ The City shall require, as part of development of land uses associated with sensitive receptors within 500 feet of high-volume roadways (defined as roadways carrying an average of 100,000 or more vehicles per day), the *incorporation* of feasible design measures to reduce exposure by sensitive receptors of substantial emissions of TACs from nearby high-volume roadways and operation of the Roseville Rail Yard. Design measures shall include recommended strategies from the ARB Technical Advisory, as listed below or as they may be updated in the future, or those design features determined by the City to be as effective:

- Design that promotes air flow and pollutant dispersion along street corridors, including the use of wider sidewalks, bicycle lanes, and dedicated transit lanes, which create space for better air flow and pollutant dispersion along with increasing active transportation and mode shift;
- Installation of solid barriers, particularly in the downwind direction. Note that consideration of this strategy should also weigh the negative effect of dividing neighborhoods and obscuring sightlines.
- Installation of vegetation for pollutant dispersion; maximum benefit of this strategy is typically seen when combined with solid barriers.
- Installation of indoor high-efficiency filtration systems and devices to remove pollutants from the air. If this strategy is selected, a plan for ongoing operation and maintenance of the systems must also be developed to ensure long-term efficiency is achieved as intended by the system.

Mitigation Measure 4.4-5 – *The proposed General Plan Update should be amended as follows:*

Implementation Measure

All new Specific Plans and proposed amendments to Specific Plans shall be evaluated for odor impacts using the SMAQMD-recommended screening distances for odor sources, or the most current adopted or recommended version. If the minimum buffer distance is not feasible, as an alternative to these buffer distances, technology- and design-based measures shall be evaluated as part of the Specific Plan design guidelines to minimize, contain, or prevent the generation of odor-causing emissions and the dispersion of such emissions to nearby sensitive receptors. For example, in the case of siting odor-producing sources, activities could be maintained within an enclosed space and appropriate air filtration systems could be implemented to reduce odors expelled from the building. For developments that would host sensitive receptors, design would include air site layout, landscaping, indoor air filtration systems, or other appropriate measures to minimize exposure of proposed sensitive receptors to odors.

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?	EIR 4.8-60 (plants), 4.8-64 (wildlife), and Addendum page 23	No	No	No	MM 4.8-1 and 4.8-2
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?	EIR 4.8-70 and Addendum page 23	No	No	No	MM 4.8-1, 4.8-2, and MM 4.8-3
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?	EIR 4.8-73 and Addendum page 23	No	No	No	MM 4.8-1, 4.8-2, MM 4.8-3, and MM 4.8-4
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?	EIR 4.8-76 and Addendum page 23	No	No	No	MM 4.8-1, 4.8-2, MM 4.8-3, and MM 4.8-4
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	EIR 4.8-79 and Addendum page 23	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?	EIR 4.8-80 and Addendum page 23	No	No	No	None
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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 (CNDDB) 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 analyses of biological resources adequately and appropriately describe the potential impacts of the Housing Element.

The Project area is within a fully 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 vegetation is sparse with few small trees and shrubs on the site. The site was previously graded/disturbed, and no special status plants, riparian habitat/sensitive natural communities, wetlands, and loss of habitat and special status wildlife species have occurred or would occur on the site. The Project does not result in new or substantially more severe increases in significant biological effects and is within the scope of the impacts analyzed in the GP EIR and HE Addendum.

Mitigation Measures: All of the mitigation measures below were effectuated through inclusion in the City's 2035 General Plan Appendix A: Implementation Measures, but are included here for reference.

Mitigation Measure 4.8-1 The proposed General Plan Update should be amended as follows:

Implementation Measure for Special-Status Plants and Habitat

As appropriate to each individual project or Specific Plan, the following actions or those determined to be equally as effective by the City shall be implemented where there may be an adverse impact on special-status plants or habitat:

- a. In conjunction with environmental review pursuant to CEQA, for projects that could directly affect special-status plants or habitat, the City shall require that resource field surveys, including special-status plant surveys, be submitted concurrent with development applications inventorying the type, quantity, and quality of existing open space resources and conditions. This requirement may be waived if determined by the City that the proposed project area is already sufficiently surveyed, is within an adopted specific plan area, or contains resources considered less than significant.
- b. The City and project proponents will identify feasible opportunities to preserve special-status plant species occurrences and sensitive habitats through design and planning.
- c. If the City determines it is reasonable and feasible to do so, the City will require preservation of occupied special-status plant species habitat and sensitive habitat types as a condition of project approval. If adverse effects cannot be avoided, project proponents shall be required to mitigate all adverse effects in accordance with guidance from the appropriate state or federal agency charged with the protection of the subject species and habitat, including surveys conducted according to applicable standards and protocols, where necessary, implementation of impact minimization measures based on accepted standards and guidelines and best available science, and compensatory mitigation for unavoidable loss of special-status plant species and sensitive habitats.
- d. If the project would result in take of state or federally listed species, the City will require project proponent/s to obtain take authorization from the USFWS and/or the CDFW, as appropriate, depending on species status, and comply with all conditions of the take authorization.

- e. The City will require project proponents to develop and implement a mitigation and monitoring plan reflective of permit conditions required by State and/or federal regulatory agencies, to compensate for effects to or loss of special-status species and sensitive habitats. The mitigation and monitoring plan will describe in detail how impacts to special-status species or sensitive habitats shall be avoided or offset, including details on restoration and creation of habitat, compensation for the temporal loss of habitat, management and monitoring to avoid indirect habitat degradation (e.g., management of invasive plant species, maintenance of required hydrology), success criteria ensuring that habitat function goals and objectives are met and target special-status species cover and density parameters are established, performance standards to ensure success, and remedial actions if performance standards are not met. The plan will include detailed information on the habitats present within the preservation and mitigation areas, the long-term management and monitoring of these habitats, legal protection for the preservation and mitigation areas (e.g., conservation easement, declaration of restrictions), and funding mechanism information (e.g., endowment).
- f. If available, purchase of mitigation credits at an agency-approved mitigation bank (i.e., approved by the agency with jurisdiction over the affected species or habitat) in Placer County, will be acceptable for compensatory mitigation for special-status species.

Mitigation Measure 4.8-2 – *The proposed General Plan Update should be amended as follows:*

Implementation Measure for Special-Status Wildlife

If feasible, the City will require preservation of occupied special-status wildlife species habitat and sensitive habitat types as a condition of project approval. If adverse effects cannot be avoided, project proponents shall be required to mitigate all adverse effects in accordance with guidance from the appropriate state or federal agency charged with the protection of the subject species and habitat, including surveys conducted according to applicable standards and protocols, where necessary, implementation of impact minimization measures based on accepted standards and guidelines and best available science, and compensatory mitigation for unavoidable loss of special-status wildlife species and sensitive habitats.

Mitigation Measure 4.8-3 – *The proposed General Plan Update should be amended as follows:*

Implementation Measure for Riparian Habitat and Sensitive Natural Communities

If a proposed project would result in fill or alteration of a waterway or any body of water supporting riparian forest habitat, the City will require project proponent/s to notify the California Department of Fish and Wildlife, obtain a Lake and Streambed Alteration Agreement if determined necessary by the California Department of Fish and Wildlife, and comply with all conditions of the Lake and Streambed Alteration Agreement. Measures for riparian habitat and sensitive natural communities protection include, but are not limited to, avoid

impacts by establishing a buffer zone between adjacent land uses and riparian habitat and sensitive natural communities; protect and preserve riparian habitat and sensitive natural communities to the extent feasible; and compensate for loss of riparian habitat and sensitive natural communities by creating, restoring, or preserving off-site habitat in coordination with the applicable resource agencies.

Mitigation Measure 4.8-4 – *The proposed General Plan Update should be amended as follows:*

Implementation Measure for Wetlands and Other Waters

If a project would result in ground disturbance on sites containing waterways or other aquatic habitats, the City will require project proponent/s to complete a delineation of waters of the United States according to U.S. Army Corps of Engineers' methods, and to submit the completed delineation to the U.S. Army Corps of Engineers for jurisdictional determination. If the project would result in fill of wetlands or other waters of the United States, the City will require project proponent/s to obtain a Section 404 Clean Water Act permit from the U.S. Army Corps of Engineers and water quality certification from the Regional Water Quality Control Board pursuant to Section 401 of the Clean Water Act. If the project involves work in areas containing waters disclaimed by the USACE, project applicants shall obtain a Waste Discharge Requirement permit from the Regional Water Quality Control Board pursuant to the Porter Cologne Act. Project applicants shall be required to obtain all needed permits prior to project implementation, to abide by the conditions of the permits, including all mitigation requirements, and to implement all requirements of the permits in the timeframes required therein.

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?	EIR 4.9-30 and Addendum page 28	No	No	No	MM 4.9-1a
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to Section 15064.5?	EIR 4.9-33 and Addendum page 28	No	No	No	MM 4.9-2a and 4.9-2b
c) Disturb any human remains, including those interred outside of dedicated cemeteries?	EIR 4.9-37 and Addendum page 28	No	No	No	MM 4.9-3 and 4.9-4

Discussion: In order to identify known and potential historical resources to determine whether any buildings, structures, objects, districts, or sites had been previously recorded or evaluated in the Planning Area for the GP EIR, Historic Property Data Files for Placer County were examined, along with the current and previous General Plan, various Specific Plans and their environmental documents and technical appendices, and the City of Roseville Municipal Code. In addition to these standard sources of information, summaries of Record Search results for selected specific plans and projects were also used. A similar process was used for archaeological resources, including the evaluation of studies completed for Specific Plans and other projects.

Impacts related to adverse changes to the significance of a historical resource were found to be significant, as were adverse changes in the significance of an archeological resource and adverse impacts related to the disturbance of human remains because the Planning Area is known to contain resources and is also sensitive for the undiscovered presence of historic resources, archeological resources, and human remains. Although the General Plan and the City's Zoning Ordinance contain goals and policies which require identification and assessment of potential resources in advance of development, impacts to resources could nonetheless occur. Grading and site development within the Planning Area has the potential to impact undiscovered subsurface historic and archeological resources, as well as human remains – particularly remains which are interred outside of formal cemeteries. The GP included policy revisions to further strengthen protections and the GP EIR included mitigation measures to address these impacts, but nonetheless impacts could still occur. Therefore impacts to historic resources, archeological resources, and human remains were found to remain significant and unavoidable.

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 analyses of cultural resources adequately and appropriately described the potential impacts of the Housing Element. The mitigation measures included for the GP EIR and HE Addendum apply to the Project, and were implemented as part of the Project. The City undertook tribal consultation pursuant to SB 18, which is discussed in the Tribal Cultural Resources section of this Addendum. With regard to historical resources, there are no structures or other evidence of historical resources on the site and there are no records of such resources. There are no structures on the City's Master List or on the National Historic Register in the Project area. Therefore, the GP EIR and HE Addendum analysis adequately and appropriately describe the potential impacts of the Project, and the Project is consistent with the cultural resources policies of the General Plan.

In addition, the Project would need to comply with state laws that prevent significant impacts to unanticipated discoveries of human remains, including Health and Safety Code section 7050.5. The Project does not result in new or substantially more severe increases in significant effects and is within the scope of the impacts analyzed in the GP EIR and HE Addendum.

Mitigation Measures: All of the mitigation measures below were effectuated through inclusion in the City's 2035 General Plan Appendix A: Implementation Measures, but are included here for reference. As noted in Section XVIII, Tribal Cultural Resources, the Project will be subject to measures that implement General Plan EIR Mitigation Measures 4.9-2 through 4.9-4. The Project site does not contain historic resources and therefore General Plan EIR Mitigation Measure 4.9-1 is inapplicable.

Mitigation Measure 4.9-1a – The General Plan Update should be amended as follows:

Implementation Measure

As appropriate to each individual project or Specific Plan, the following actions or those determined to be equally as effective by the City shall be implemented where there may be an adverse impact on potential historical resources:

- a. Consult the City's Master List of Historical Resources Inventory and, as necessary, seek updated information from the North Central Information Center or other applicable data repositories to determine whether the project area has been surveyed, and whether historic built environment resources were identified.
- b. If a survey of the property or the area in which the property is located has not been conducted, a qualified architectural historian shall conduct a study of the project area for the presence of historic built environment resources.
- c. If a study is required, it will evaluate the significance of built environment resources greater than 45 years in age that may be directly or indirectly impacted by project activities. The study may include a field survey; background, archival and historic research; and consultation with local historical societies, museums or other interested parties; as necessary.

- d. If necessary, the qualified architectural historian's study will recommend appropriate protection or mitigative treatment, if any, and include recordation of identified built environment resources. Recommended treatment for historical resources identified in the report shall be implemented.
- e. If no significant historic built environment resources are identified in the study or prior survey of the project area that may be directly or indirectly impacted by project activities, there is no adverse change to documented built environment historical resources and no further action is required.
- f. If a significant built environment historical resource could be directly or indirectly impacted by project activities, avoidance shall be considered the primary mitigation option. If avoidance is not feasible, then the maintenance, repair, stabilization, rehabilitation, restoration, preservation, conservation, or reconstruction of the historical resource, conducted in a manner consistent with the Secretary of the Interior's Standards for the Treatment of Historic Properties will reduce impacts to an acceptable level. If adherence to the Secretary of the Interior's Standards cannot avoid materially altering in an adverse manner the physical characteristics or historic character of the surrounding environmental setting that contribute to a resource's historic significance, additional mitigation may be required.
- g. If avoidance is not feasible and minimizing impacts through adherence to the Secretary of the Interior's Standards for the Treatment of Historic Properties is not feasible, documentation is required using, as appropriate, Historic American Buildings Survey (HABS), Historic American Engineering Record (HAER), and/or Historic American Landscapes Survey (HALS) guidelines before the property is potentially altered during project activities.

Mitigation Measure 4.9-2a – The proposed General Plan Update should be amended as follows:

Implementation Measure

Projects that could have significant adverse impacts to potentially significant archaeological resources shall be required to assess impacts and provide feasible mitigation. The following steps, or those determined to be equally as effective by the City, will be followed:

- a. Request information from the California Native American Heritage Commission to obtain a review of the Sacred Lands File and a list of local Native American groups and individuals that may have specific knowledge of cultural resources in the area that could be affected by project implementation. Each Native American group and individual identified by the Native American Heritage Commission will be contacted to obtain any available information on cultural resources in the project area. Additional consultation with relevant tribal representatives may be appropriate, depending on the relative level of cultural sensitivity, as identified by Native American groups or individuals.
- b. Request updated information from the North Central Information Center of the California Historical Resources Information System (California State University, Sacramento) to determine whether the project area has been previously surveyed and whether archaeological resources were identified. In the event the records indicate that no previous survey has been conducted or existing survey data is greater than five

years old, the applicant will retain the services of a qualified archaeologist to assess the adequacy of the existing data (if any) and assess the archaeological sensitivity of the project area. If the survey did not meet current professional standards or regulatory guidelines, or relies on outdated information, a qualified archaeologist will make a recommendation on whether a survey is warranted based on the sensitivity of the project area for archaeological resources.

- c. If a survey is warranted, it will include all necessary background research, including that resulting from consulting with traditionally and culturally affiliated California Native American tribes in addition to an archaeological pedestrian survey. Based on findings of the survey, additional technical studies may be required, such as geoarchaeological sensitivity analysis, or other analysis scaled according to the nature of the individual project. A report will document the results of the survey and provide appropriate management recommendations, and include recordation of identified archaeological resources on appropriate California Department of Parks and Recreation site record forms and cultural resources reports.
- d. Management recommendations may include, but are not limited to additional studies to evaluate identified sites or archaeological monitoring at locations determined by a qualified archaeologist in consultation with culturally affiliated California Native American tribes to be sensitive for subsurface cultural resource deposits. The City will determine the need for tribal monitoring based upon the guidance provided in Volume I of the City's Internal Guidance for Management of Tribal Cultural Resources and Consultation.
- e. Once approved by the City, provide the North Central Information Center with appropriate California Department of Parks and Recreation site record forms and cultural resources reports for any resources identified. Any subsequent reports completed as a result of additional technical work will likewise be submitted to the Northcentral Information Center.
- f. If no archeological resources, including those which are TCRs or are associated with a TCR, are identified that may be directly or indirectly impacted by project activities, mitigation is complete as there would be no adverse change to documented archeological resources. The exception would be in the event of the discovery of a previously unknown archaeological site inadvertently exposed during project implementation. In such an event, a qualified archaeologist will be retained to assess the discovery and provide management recommendations as necessary, in accordance with the City's Internal Guidance for Management of Tribal Cultural Resources and Consultation Section 3.2.
- g. When a project will impact a known archaeological site, including those determined to be a TCR, and avoidance is not a feasible option, a qualified archaeologist, in consultation with traditionally and culturally affiliated California Native American tribes, shall evaluate the eligibility of the site for listing in the California Register of Historical Resources. If the archaeological site is found to be a historical resource as per CEQA Guidelines Section 15064.5 (a)(3), the qualified archaeologist shall recommend further mitigative treatment, which could include preservation in place or data recovery, consistent with Internal Guidance for Management of Tribal Cultural Resources and Consultation Section 3.2.4.

- h. If a site to be tested is prehistoric, the City should determine the need for tribal monitoring based upon the guidance provided in Volume I of the Internal Guidance for Management of Tribal Cultural Resources and Consultation Section 2.4.4.
- i. Appropriate mitigation may include curation of artifacts removed during subsurface testing, consistent with the City's Internal Guidance for Management of Tribal Cultural Resources and Consultation.
- j. If significant archaeological resources that meet the definition of historical or unique archaeological resources, including those determined by the City to be TCRs, are identified in the project area, the preferred mitigation of impacts is preservation in place. If impacts cannot be avoided through project design, appropriate and feasible treatment measures are required, which may consist of, but are not limited to actions, such as data recovery excavations. If only part of a site will be impacted by a project, data recovery will only be necessary for that portion of the site. Data recovery will not be required if the implementing agency determines prior testing and studies have adequately recovered the scientifically consequential information from the resources. Studies and reports resulting from the data recovery shall be deposited with the North Central Information Center. Archaeological sites known to contain human remains shall be treated in accordance with the provisions of Section 7050.5 of the Health and Safety Code, as outlined in the City's Internal Guidance for Management of Tribal Cultural Resources and Consultation.

Mitigation Measure 4.9-2b – The General Plan Update should be amended as follows:

Implementation Measure

Projects that could have significant adverse impacts to undiscovered, potentially significant archaeological resources and/or TCRs which may be discovered during construction shall be required to implement the Post-Review Discovery Procedures within Volume II Part C of the City's Internal Guidance for Management of Tribal Cultural Resources and Consultation, or those determined to be equally as effective by the City.

Mitigation Measure 4.9-3 – The General Plan Update should be amended as follows:

Implementation Measure

Management of Tribal Cultural Resources and Consultation

Projects that could have significant adverse impacts to human remains or potential human remains shall implement the applicable procedures and recommended mitigation within the City's Internal Guidance for Management of Tribal Cultural Resources and Consultation.

Mitigation Measure 4.9-4

Implement Mitigation Measure 4.9-3 (Projects that could have significant adverse impacts to human remains or potential human remains shall implement the applicable procedures and recommended mitigation within the City's Internal Guidance for Management of Tribal Cultural Resources and Consultation).

VI. Energy

	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?	EIR 4.15-9	No	No	No	None
b) Conflict with or obstruct a state or local plan for renewable energy or energy inefficiency?	EIR 4.15-18	No	No	No	None

Discussion: The GP EIR and HE Addendum analyzed energy impacts by assessing energy usage associated with the construction and operation of projects developed as part of buildout of the General Plan. Energy demand was calculated consistent with the greenhouse gases (GHG) emissions modeling (see Greenhouse Gases section of this Addendum). The analysis found that fuel consumed by construction would be temporary and would not represent a significant demand, and further concluded that there are no anticipated unusual characteristics of buildout that would necessitate the use of equipment that is less energy-efficient than for other comparable projects. For building energy use, energy efficiency requirements will become more stringent over time, as they have in the past, so new projects will be more efficient than existing projects of the same type in the Planning area. The conclusions of the GP EIR and HE Addendum remain appropriate to describe the Project, because the Project does not change the location or extent of construction, the units are within the scope of the buildout analysis, and multi-family residential is a typical building use that does not result in unusual energy demand characteristics. Further, as the HE Addendum recognizes, the City of Roseville needs housing units to comply with its regional housing needs assessment and address existing demand for residences in the city. Accordingly, using energy resources to build and operate the Project and other units anticipated by the HE Addendum is necessary.

Transportation energy would be required in the form of fuel, and the average demand for fuel per resident will decrease over buildout conditions, because the transportation analysis shows that VMT per resident will decrease at buildout conditions compared to existing conditions (see the Transportation section of this Addendum). This remains true of the Project, which is located in a low-VMT area of the City.

The GP EIR and HE Addendum found all projects within the Planning Area would be required to comply with the California Energy Code and California Green Building Standards Code in effect at the time of building permit application, and would therefore not conflict with or obstruct a state or local plan for renewable energy or energy efficiency. This would remain true for the Project.

The GP EIR and HE Addendum concluded that buildout would not result in significant impacts due to wasteful, inefficient, or unnecessary project construction and operational energy use, and impacts would be less than significant. This conclusion and the supporting analysis remains appropriate and applicable to the Project.

Mitigation Measures: None.

VII. Geology, Soils, and Paleontological Resources

	Where Impact Was Analyzed in Prior Environmental Documents.	Do Proposed Changes Involve New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Prior Environmental Documents' Mitigation Measures Implemented or Addressing Impacts.
a) Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving:		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.)	EIR 4.7-27 and Addendum page 36	No	No	No	None
ii) Strong seismic ground shaking?	EIR 4.7-28 and Addendum page 36	No	No	No	None

iii) Seismic-related ground failure, including liquefaction?	EIR 4.7-27 and Addendum page 36	No	No	No	None
iv) Landslides?	EIR 4.7-27 and Addendum page 36	No	No	No	None
b) Result in substantial soil erosion or the loss of topsoil?	EIR 4.7-29 and Addendum page 36	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?	EIR 4.7-31 and Addendum page 36	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?	EIR 4.7-31 and Addendum page 36	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?	EIR 4.7-27 and Addendum page 36	No	No	No	None
f) Directly or indirectly destroy a unique paleontological resource or site or unique geological feature?	EIR 4.7-32 and Addendum page 36	No	No	No	MM 4.7-4

Discussion: The analysis prepared for the GP EIR relied on published geologic literature and maps, NRCS soil survey data, and a records search performed at the University of California Museum of Paleontology (UCMP). The information obtained from those sources was reviewed and summarized to present the existing conditions and to identify potential environmental impacts. The GP EIR indicated impacts due to surface fault rupture, liquefaction, landslides, or the use of septic systems did not require analysis because these risks were not evident (GP EIR page 4.7-27). The Planning Area does not include fault traces, soils subject to liquefaction or landslide hazards, and new development is required to connect to sewer systems.

Impacts due to strong seismic ground shaking were found to be less than significant (GP EIR page 4.7-28) because the evidence indicates strong shaking is unlikely and implementation of existing General Plan Seismic and Geologic Hazards goals and policies, in combination with compliance with the geologic and seismic requirements in the California Building Code (which the City has adopted), and the City's site-specific Design Review process (as set forth in the City's Design Standards Section 2, General Requirements), would reduce the potential for adverse impacts to people or structures related to seismic shaking.

Impacts due to soil erosion were found to be less than significant (GP EIR page 4.7-29) because compliance with existing stormwater, grading, and erosion control regulations and implementation of policies in the existing General Plan and proposed General Plan Update would reduce the soil erosion impact by requiring applicants to implement BMPs based on the City's *Stormwater Quality BMP Guidance Manual for Construction*,

develop and implement a SWPPP, comply with the City's Grading Ordinance, comply with the City's Design and Construction Standards, and comply with the avoidance and minimization measures contained in the Open Space Preserve Overarching Management Plan, all of which are specifically designed to minimize construction-related soil erosion and degradation of water quality to the maximum extent feasible.

Impacts due to unstable and expansive soils were found to be less than significant (GP EIR page 4.7-31) because implementation of General Plan Seismic and Geologic Hazards goals and policies and compliance with existing laws and regulations, including Section 111 (Grading) of the City's Design and Construction Standards related to soil testing for earthwork and backfill, would address issues related to unstable and expansive soils by requiring new construction to prepare site-specific geotechnical reports to identify areas of unstable soil and shrink-swell potential, and to follow design specifications contained in the CBC and standard engineering practices to prevent adverse impacts associated with these limitations.

Impacts related to the damage or destruction of unique paleontological resources or unique geologic features were found to be potentially significant (GP EIR page 4.7-32) because the Planning Area contains geologic formations known to be sensitive for paleontological resources and grading could damage these resources. As mitigation, General Plan Goal OS4.1 was revised and Policy OS4.11 was added to provide guidance and protection for paleontological resources. After mitigation impacts were found to be less than significant. The areas surrounding SR 65, including the Project site, contain geologic formations known to be sensitive for paleontological resources, as shown on the Paleontological Sensitivity Map included in the GP EIR. However, the areas surrounding the Project site have been developed and the Project site has been graded in the past, and no paleontological resources have been encountered during these activities. Therefore, the potential for the presence of subsurface paleontological resources on the Project site is low and mitigation is not required.

All of the analyses described above are based on the potential impacts of grading within the Planning Area, and the HE Addendum found the Housing Element neither changed the boundaries of the Planning Area nor the locations of potential grading within the Planning Area. This remains true of the Project. The Project will be required to comply with the *Stormwater Quality BMP Guidance Manual for Construction* and other relevant City standards prior to the issuance of any building permits or grading plans pursuant to existing City standard conditions of approval. Therefore, the GP EIR and HE Addendum analyses of geology, soils, and paleontological resources adequately and appropriately describe the potential impacts of the Project, and the Project does not result in new or substantially more severe increases in significant effects and is within the scope of the GP EIR and HE Addendum.

Mitigation Measures: The mitigation measure below was effectuated through inclusion in the City's 2035 General Plan Appendix A: Implementation Measures, but is included here for reference.

Mitigation Measure 4.7-4 – *The proposed General Plan Update should be amended as follows:*

Implementation Measure

Paleontological Resources

Where there is potential for a significant impact to paleontological resources:

1. Consult the Paleontological Sensitivity Map.

2. For projects located in geologic units that are not identified as paleontologically sensitive and which do not involve ground disturbance to a depth greater than 5 feet below the ground surface, no further actions related to paleontological resources shall be required.
3. For projects that would be located in paleontologically sensitive geologic units, or those that would be located in non-paleontologically sensitive surficial units but would involve ground disturbance to a depth greater than 5 feet, provide a site-specific analysis of the project's potential to damage or destroy unique paleontological resources, and measures designed to protect unique paleontological resources, as needed and appropriate. Such measures may include, but are not limited to, construction worker personnel training, periodic monitoring during construction activities, stopping work within 50 feet of any fossil that is discovered, evaluation of the fossil by a qualified paleontologist, and proper recordation and curation of the specimen.

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?	EIR 4.5-18 and Addendum page 39	No	No	No	MM 4.4-2a, MM 4.3-1, and MM 4.5-1c
b) Conflict with an applicable plan, policy, or regulation adopted for the purpose of reducing the emissions of greenhouse gases?	EIR 4.5-18 and Addendum page 39	No	No	No	MM 4.4-2a, MM 4.3-1, and MM 4.5-1c

Discussion: The GP EIR used CalEEMod to estimate GHG emissions which would result from construction and operation of completed land uses consistent with General Plan buildout. The construction emissions were summed and then amortized over a 30-year operational lifetime and added to the operational emissions associated with buildout. Thresholds of significance were developed for the GP EIR based on statewide demographics and data adjusted for land uses relevant in the City of Roseville. The GP EIR evaluation found existing conditions emissions of 5.13 MT CO₂e per service population (a combination of residents and employees) and that this would be reduced slightly to 5.12 MT CO₂e per service population in cumulative buildout conditions. This value exceeds the significance thresholds for the years 2020, 2035, and 2050 (5.07, 2.25, and 0.83 MT CO₂e per service population, respectively). The evaluation further found that mobile emissions from transportation sources

account for approximately 67% of citywide emissions and that emissions resulting from the operation of buildings (energy) were the next-largest sector, at approximately 19% of citywide emissions.

The HE Addendum evaluated the impact of changing the location and density of uses, which can have an effect on operational emissions related to transportation. An updated analysis of vehicle miles traveled (VMT) was prepared for the Housing Element; the details and findings of this VMT analysis are discussed in greater detail in the Transportation section of this Addendum. However, to summarize, the updated analysis found the Housing Element has a beneficial effect on VMT generation. The updated analysis found existing conditions (2020) have an average citywide VMT of 15.7 VMT/resident and cumulative conditions (2035) have an average citywide VMT of 14.7 VMT/resident. This is an increase of baseline (existing conditions) VMT, which the GP EIR found to be 15.1 VMT/resident, but is a decrease of cumulative conditions VMT, which the GP EIR found to be 15.5 VMT/resident (with transportation facilities constrained) or 14.9 VMT/resident (with transportation facilities unconstrained). Given that the Housing Element was found to reduce cumulative citywide VMT, it was also found to reduce transportation sector GHG emissions. The Project is located within the area of the City found to have low per-person VMT rate, where growth in the City would have the least impacts due to transportation-related GHG. In addition, the Project would meet Title 24 energy efficiency requirements, including providing solar. The GP EIR and HE Addendum found that GHG emissions were significant and unavoidable after the application of mitigation. The GP EIR and HE Addendum analyses of GHG adequately and appropriately describes the potential impacts of the Project, and the Project does not result in new or substantially more severe increases in significant effects and thus is within the scope of the GP EIR and HP Addendum.

Mitigation Measures: The mitigation measures below were effectuated through inclusion in the City's 2035 General Plan Appendix A: Implementation Measures, but is included here for reference.

Mitigation Measure 4.5-1a: Implement Mitigation Measure 4.4-2a.

Mitigation Measure 4.5-1b: Implement Mitigation Measure 4.3-1.

Mitigation Measure 4.5-1c. The proposed General Plan Update should be amended as follows:

Implementation Measure

Area Sources

- ▶ The City shall utilize electric landscape maintenance equipment to the extent feasible on parks and public/quasi-public lands.
- ▶ The installation of wood-burning fireplaces or appliances in new development shall not be permitted.

Energy

- ▶ The City will pursue within existing and future City facilities and may partner with other public agencies and organizations to promote replacement of appliances and office equipment with energy-efficient models with a priority from highest to lowest in terms of typical GHG reductions, on: water heater, vending machine, copier, refrigerator, printer, dishwasher, water cooler, computer, and clothes washer.
- ▶ The City will pursue improvements to existing and future City facilities and may partner with other public agencies and organizations to implement comprehensive building efficiency improvements, inclusive of, but not limited to, implement lighting efficiency upgrades, improved building temperature controls, building air sealing, duct air sealing and duct replacement, upgrading and/or insulating water heaters, ensuring proper functioning and efficiency of heating and air conditioning systems, reducing heat loss through and around windows, installation of cool roofs, and implementing energy conservation education.
- ▶ The City will support education and outreach to promote rebates, incentives, and other programs (as they become available) which would promote reductions in greenhouse gas emissions, and use available information on rebates used by consumers to determine where to focus education and outreach, including programs designed to promote electric appliances and replace natural gas appliances, and programs related to lighting.
- ▶ The City will promote the U.S. Department of Housing and Urban Development Energy Efficient Mortgage (EEM) program and similar programs that assist buyers in purchasing homes meeting energy-efficiency criteria.
- ▶ The City will partner with other agencies and organizations to expand the City's urban forest to promote sequestration, but also with a focus on selection and placement that reduces the need for air conditioning and the urban heat island effect.

Land Use and Transportation

- ▶ The City will direct its own investments and review proposed development projects to reduce vehicular travel demand, promote non-vehicular travel, and facilitate local purchase and use of electric vehicles.
- ▶ The City will continue to direct its own investments and pursue outside funding for infrastructure and operational programs to promote ease and convenience of pedestrian, bicycle, and transit travel for daily trips.
- ▶ The City will integrate its land use and transportation planning and review and condition proposed projects to better situate residents in proximity to workplaces, goods and services, and recreational opportunities, making updates to implementing plans, such as the Capital Improvement Program, Bicycle Master Plan, Pedestrian Master Plan, Transportation Systems Management program, transportation impact fee program, and transit plans.
- ▶ The City will support applications for affordable housing funds from agencies that reward and incentivize good planning, such as infill housing and housing built close to jobs, transportation, and amenities.

- ▶ The City will partner with other agencies and proposed developments to expand bicycle parking and other facilities, pedestrian facilities and amenities, and electric vehicle charging stations, with a focus on daily destinations.
- ▶ The City will support a reduction of parking requirements for projects with a location, design, surrounding mix of uses, access to non-vehicular transportation facilities, and/or ongoing travel demand management programs that would reduce the need for vehicular trips.

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?	EIR 4.10-20 and Addendum page 42	No	No	No	None
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?	EIR 4.10-20 and Addendum page 42	No	No	No	None
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?	EIR 4.10-21 and Addendum page 42	No	No	No	None
d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?	EIR 4.10-23 and Addendum page 42	No	No	No	None

e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard or excessive noise for people residing or working in the project area?	EIR 4.10-19 and Addendum page 42	No	No	No	None
f) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	EIR 4.10-26 and Addendum page 42	No	No	No	None
g) Expose people or structures either directly or indirectly to a significant risk of loss, injury or death involving wildland fires?	EIR 4.10-27 and Addendum page 42	No	No	No	None

Discussion: The GP EIR analyses in this section considered the range and nature of foreseeable hazardous materials use, storage, and disposal resulting from implementation of the General Plan, and identified the primary ways that hazardous materials could expose individuals or the environment to health and safety risks.

The GP EIR included a preliminary review of environmental risk databases, but because the analysis is at the programmatic level it did not include sampling, site specific review, laboratory analysis, or inspection of buildings or site surfaces. Sites within the Planning Area with potential environmental hazards were identified based on information obtained from the Cortese List (including SWRCB's GeoTracker database and DTSC's EnviroStor database), the Pipeline and Hazardous Materials Safety Administration (PHMSA) Public Map Viewer, and a review of California Important Farmlands mapped by the Department of Conservation. In addition, the Placer County Department of Environmental Health maintains lists of hazardous material sites, releases, and accident occurrences. The methodology for determining wildfire hazards included a review of aerial photographs, and a review of CAL FIRE's fire hazard severity zone maps.

Impacts related to airport safety and noise hazards were found to be less than significant because the nearest airport is approximately 6.3 miles southwest of the Planning Area. This remains correct, and therefore the impacts of the Project are consistent with this conclusion.

Impacts related to the creation of significant hazard through routine transport, use, or disposal or possible release of hazardous materials from upset or accident conditions were found to be less than significant because while population growth and new businesses in the Planning Area would increase the potential for exposure to impacts, implementation of General Plan policies combined with compliance with existing federal and state regulations would ensure impacts would not be substantial. The same conclusion was reached for impacts related to handling of hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school. Regulations governing the transport, use, disposal, and handling of hazardous materials, substances, or waste, are detailed and stringent at both the federal and state level, and are developed and adopted to ensure that adverse health and safety impacts are prevented. In addition, the Planning Area does not contain any existing or planned industrial uses (those most likely to handle or use acutely hazardous materials) in proximity to an existing or proposed school.

Impacts related to public health hazards resulting from locating project development on a known hazardous materials site were found to be less than significant. Several sites within the City are listed on the state's Cortese List of known hazardous materials sites, and there are approximately

70 known listed hazardous materials sites in the City, most of which have been remediated and closed. The largest hazardous materials site in Roseville is associated with the former Southern Pacific Railyard, which is now the Union Pacific Railyard (Railyard), where cleanup and mitigation for contamination is ongoing and may affect surrounding properties. As noted below, the Project site is not on the Cortese List.

The GP EIR indicated that most new development was not planned to occur on listed sites, but there were redevelopment and infill sites within areas with existing hazardous materials issues. For redevelopment or infill development areas with existing hazardous materials issues, General Plan goals and policies, in addition to application of current regulations, would not absolutely prevent exposure to hazards and hazardous materials, but would use existing facility information to identify areas of hazardous materials use. In a programmatic analysis such as the GP EIR and HE Addendum site-specific review was not conducted, because the potential for impacts depends heavily on the exact nature and design of proposed construction, which could not be known. The GP EIR and HE Addendum indicated that while there is the potential for future exposure due to construction of infill and redevelopment sites, site-specific investigations would be required where applicable to address these conditions as part of project-level environmental review. This remains true of the Project.

Buildout of the General Plan would add additional traffic and residences requiring evacuation in case of an emergency. The GP EIR found implementation of General Plan policies was found to ensure conformance with local emergency-response programs and continued cooperation with emergency-response service providers. In addition, while buildout of the General Plan was found to have a potential to increase risk to fire for both people and property, by increasing the amount of structures in the Planning Area, implementation of General Plan policies and actions, along with existing regulations was found to ensure that people and structures would not be exposed to a significant risk of loss of injury involving fires. Impacts were found to be less than significant. The HE Addendum found that the Housing Element would not change the location or extent of uses in a manner that would affect local emergency response programs, nor are there any areas of the City which are at increased risk of wildfire hazard. This remains true for the Project. Therefore, the GP EIR and HE Addendum conclusion related to emergency response plans and wildfire hazard remain appropriate and applicable to describe the impacts of the Project.

The nature of general plans, consistent with state law and common practice, is that specific uses or developments normally are not identified at a project level. Rather, categories of land use are defined that would allow a wide range of specific uses. The specific types of businesses allowed, and whether or not they would generate or use hazardous materials, cannot be known at the programmatic level, though the analysis can make assumptions about the typical range of hazardous materials used by business such as gasoline service stations and dry cleaners. In short, the GP EIR indicated that development in the Planning Area could involve a variety of land uses, including residences, commercial uses, industrial uses, utilities and transportation facilities, office space, and public services facilities (i.e., educational and institutional uses), and the analysis assumed and evaluated a range of potential uses that could handle hazardous materials, and a broad range of potential hazardous materials that could be used, in order to reach conclusions as to impacts. The HE Addendum concluded the Housing Element does not change these assessments or conclusions, because it does not introduce new types of uses not previously analyzed and the Housing Element would add residential unit capacity, which is not associated with significant use, transport, or disposal of hazardous materials. This conclusion remains appropriate for the Project.

As it relates to hazardous materials sites, an investigation using SWRCB's GeoTracker database and DTSC's EnviroStor database was completed, and determined there are no active clean-up sites within the Project area or within 1,000 feet of the Project site. There are no observable site conditions that appear to warrant further assessment. The conclusion of the GP EIR and HE Addendum remains appropriate for the Project.

Existing required federal and state regulations pertaining to hazardous materials will ensure impacts related to the Project will remain less than significant. The GP EIR and HE Addendum analysis and conclusion remains appropriate and adequate to describe the potential impacts of the Project, and the Project does not result in new or substantially more severe increases in significant effects and thus is within the scope of the GP EIR and HP Addendum.

Mitigation Measures: None.

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?	EIR 4.13-27 and Addendum page 45	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?	EIR 4.13-30 and Addendum page 45	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:		No	No	No	None
i) result in substantial erosion or siltation on or off-site;	EIR 4.13-33 and Addendum page 45	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;	EIR 4.13-35 and Addendum page 45	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	EIR 4.13-35 and Addendum page 45	No	No	No	None
iv) impede or redirect flood flows?	EIR 4.13-35 and Addendum page 45	No	No	No	
d) Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?	EIR 4.13-27 and Addendum page 45	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?	EIR 4.13-41 and Addendum page 45	No	No	No	None
f) In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?	EIR 4.13-41 and Addendum page 45	No	No	No	None

Discussion: The GP EIR described potential impacts related to surface and groundwater hydrology and water quality, along with flooding, in the Planning Area. The analysis used the City's floodplain mapping (which includes Federal Emergency Management Agency floodplains); the 303(d) list of waterbodies impaired by pollution according to the State Water Resources Control Board; and a review of applicable watershed management, groundwater management, and restoration plans; and the environmental documentation provided for the City's Specific Plans.

Impacts related to violation of water quality standards or conflict with a water quality control plan were found to be less than significant because while buildout of the Planning Area would introduce uses which could result in additional discharges of pollutants, the policies of the General Plan combined with current land use stormwater, grading, and erosion control laws, along with regulations and permit conditions would ensure that significant impacts associated with violation of standards or conflicts with water quality control plans would not occur. The Project would have to comply with these rules and regulations.

Impacts related to substantial interference with groundwater recharge or decrease in water supplies that would impede implementation of a sustainable groundwater management plan were found to be less than significant because while buildout of the Planning Area would result in additional impervious surfaces and therefore could reduce infiltration to groundwater, the Planning Area soils are substantially impermeable and only provide low levels of groundwater recharge. In addition, while development would result in the use of additional water, some of which could

be from groundwater sources, the City's Urban Water Master Plan and the Western Placer County Groundwater Management Plan provide for sustainable management of groundwater supplies.

Impacts related to substantial alteration of drainage patterns resulting in substantial erosion or siltation were found to be less than significant because while construction and grading could result in runoff of soils and soil erosion, implementation of General Plan policies and existing regulations will ensure that substantial impacts do not result.

Impacts related to substantial alteration of drainage patterns resulting in runoff that would exceed the capacity of stormwater systems, cause an increase in flooding, or provide additional sources of polluted runoff were found to be less than significant because while buildout of the Planning Area would increase impervious surfaces and contribute to increased runoff, which could contribute additional pollutants, result in hydromodification, or increased flood potential, implementation of General Plan policies combined with current drainage and flood control regulations ensures that impacts are not substantial.

Impacts related to release of pollutants in flood hazard, tsunami, or seiche zones were found to be less than significant because General Plan policy and the City's development regulations do not permit permanent storage of materials within flood hazard zones, and temporary storage is only permitted with a Flood Encroachment Permit, part of the purpose of which is to ensure there will be no impacts to the floodplain or water quality. In addition, the Planning Area is not near any water bodies which pose a tsunami or seiche hazard.

The analyses described above are based on the potential impacts of grading and general development within the Planning Area, and 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 analyses of hydrology and water quality were found to adequately and appropriately describe the potential impacts of the Housing Element. This conclusion remains appropriate for the Project, because the Project will be required to meet low impact water quality design standards (LID), which will introduce landscaping and water quality treatment, such as bioswales. The conclusions of the GP EIR and HE Addendum remain appropriate, and the Project does not result in new or substantially more severe increases in significant effects and thus is within the scope of the GP EIR and HE Addendum.

Mitigation Measures: None.

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?	EIR 4.1-18 and Addendum page 48	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?	EIR 4.1-19 and Addendum page 48	No	No	No	None

Discussion: The GP EIR and HE Addendum found that buildout of the General Plan and Housing Element would not physically divide the community, because the City's land use designations, roadway locations, transit systems, and pedestrian and bicycle pathways have been and will continue to be planned (per General Plan policy) comprehensively through the Specific Plan process to provide connected communities. Impacts were found to be less than significant. The Project does not include changes to the engineering or locations of any of the City's existing or planned roads, other paths of travel, or community connectivity, but includes connection to existing City public sidewalk.

The GP EIR and HE Addendum included an analysis of potential inconsistencies between the General Plan and other land use plans, policies, or regulations, including with the Sacramento Area Council of Governments (SACOG) 2020 Metropolitan Transportation Plan/Sustainable Communities Strategy (MTP/SCS), SACOG Blueprint, Placer County Local Agency Formation Commission, new Specific Plans, the Zoning Ordinance, and the Roseville/Placer County Memorandum of Understanding. In all cases, it was determined there were no inconsistencies between the General Plan and other plans that would result in significant impacts; impacts were found to be less than significant. Furthermore, adding high density residential development in the City's infill areas—particularly within the City's core—are actions supported by the SACOG MTP/SCS. Specifically, the change in land use of the Project site from office to residential was contemplated by the Housing Element and the Project is consistent with the Housing Element.

Based on the foregoing, the GP EIR analyses of potential land use impacts adequately and appropriately describe the potential impacts of the Project, and the Project does not result in new or substantial increases in significant effects.

Mitigation Measures: None.

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?	EIR 4.7-1 and Addendum page 49	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?	EIR 4.7-1 and Addendum page 49	No	No	No	None
Discussion: The City of Roseville does not overlie any known deposits of economically valuable mineral resources (Lloyd 1995), and the City does not have a Surface Mining and Reclamation Act (SMARA) permit. No mining activities are currently underway nor does the City anticipate that any mining activities will take place in the future. Therefore, mineral resources were not evaluated in the GP EIR and HE Addendum, and need not be evaluated within this Addendum. Mitigation Measures: None.					

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?	EIR 4.6-43 and 4.6-46 and Addendum page 50	No	No	No	None
b) Generation of excessive ground borne vibration of ground borne noise levels?	EIR 4.6-66 and Addendum page 50	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?	EIR 4.6-43 and Addendum page 50	No	No	No	None

Discussion: The GP EIR identified noise conditions for new noise-sensitive developments within areas with the potential to be affected by substantial existing or future transportation noise sources and stationary noise sources. Existing conditions were compared to cumulative buildout conditions, based on existing and future General Plan land uses. The methodology used for this analysis was consistent with approaches recommended by the Federal Transit Administration (FTA), the California Department of Transportation (Caltrans), and the City of Roseville. Noise modeling was conducted using the Federal Highway Administration's (FHWA) traffic noise prediction model (FHWA-RD-77-108) and the FTA's Transit Noise and Vibration Impact Assessment Guidance Manual (2018). Stationary-source noise levels were obtained from manufacturer specifications and industry-standard technical reports. Traffic data from the traffic impact analysis prepared for buildout of the General Plan were used to model existing and future traffic noise levels.

The Planning Area does not intersect with any military bases, special use airspaces, or low-level flightpaths and is not located in safety zones or noise contours associated with airfields or airports that are a concern for land use compatibility planning. The Planning Area is not located within 2 miles of a public or private airstrip. Therefore, impacts due to these issues were found to be less than significant without the need for detailed analysis. This evaluation does not require updating and is adequate.

The GP EIR and HE Addendum evaluated the potential for temporary, short-term noise and vibration impacts due to construction. The analysis found that while buildout of the General Plan would involve noise associated with construction and some level of vibration due to typical construction practices, the City's Noise Ordinance limits construction to daytime hours, because these are outside of the recognized sleep hours for residents and are also outside of evening and early morning hours and time periods when residents are most sensitive to noise and vibration. The analysis recognizes that the City's Noise Ordinance and General Plan policy ensure that the impact of construction is reduced to the extent practicable, given that construction cannot be avoided and is a necessary part of development. The GP EIR and HE Addendum concluded that vibration levels from construction were less than significant, because large-scale projects with extensive excavation and pile driving are not contemplated near vibration-sensitive uses. However, construction noise could cause significant impacts, and additional mitigation is not available. Construction noise impacts were found to be significant and unavoidable. The Project does not change the location or intensity of construction activities within the City and does not affect the maximum daily noise generation. Maximum daily noise is based on the maximum amount of land area or building area that can feasibly be developed during any given day, so while the Project may increase the duration of a construction project, it does not change the amount of construction per day or the intensity of construction. Accordingly, the construction noise impacts of the Project are within the scope of the impacts analyzed in the General Plan and HE Addendum.

The GP EIR and HE Addendum analysis of permanent or long-term noise impacts due to transportation and non-transportation noise included evaluations of roadway noise in existing and cumulative buildout conditions; landscape and building maintenance activities; mechanical equipment; solid waste collection; parking lots; commercial, office, and industrial activities; and residential, school, and recreation activities and events. The evaluation considered the impacts of these noise sources on sensitive receptors, including on residential uses. The analysis evaluated the potential for residential sites to be exposed to undue noise because of proximity to non-residential uses or other noise-generating sources, including an assessment of the cumulative noise generated by all of the City's higher-capacity roadways, and concluded that the City's General Plan includes extensive policies related to noise which are designed to reduce exposure to unacceptable noise

volumes to the extent feasible. Nonetheless, the GP EIR and HE Addendum concluded impacts would remain significant and unavoidable, since the City cannot demonstrate that adverse noise impacts will be absolutely prevented.

Potential noise exposure has already been evaluated in the GP EIR and HE Addendum for existing residential sites, so the development of these sites does not change these evaluations. However, residential uses on non-residential sites could expose sensitive receptors to noise, the most common of which is roadway noise. An Environmental Noise Assessment was prepared for the Project by Saxelby Acoustics (Noise study) and is included as Attachment 1. The Noise study found the traffic noise levels from Highway 65 are projected to increase by approximately 4 dB under future conditions based on the Noise Study Report for the SR 65 Capacity and Operational Improvements Project (ICF International, January 2016). The report found that based upon the exterior transportation noise levels along Highway 65 of 75 dBA L_{dn}, an exterior-to-interior noise level reduction of up to 30 dBA would be required to meet the City of Roseville General Plan standards. Saxelby Acoustics determined the necessary noise control measures to achieve this noise level reduction and are listed below as mitigation measures.

The City's existing Building Permit process includes review for compliance with the City's Noise Ordinance and the California Noise Insulation Standards (CCR Title 24, Part 2), to ensure interior noise meets the City's standard of 45 dBA L_{dn}. The Building Code also includes the same standard. While impacts to future project residents are not CEQA impacts, the Project must comply with the City's existing policies and ordinances related to noise and such compliance will ensure that interior noise levels are reduced to be consistent with the GP EIR and HE Addendum analysis and assumptions.

In addition to noise affecting residential uses, development of residential sites can have indirect effects on noise through the generation of traffic. The updated transportation analysis for the HE Addendum indicated that while adding units in the area would redistribute traffic, it generally does so in a manner that reduces travel (vehicle miles traveled), and therefore would result in noise consistent with the volumes evaluated in the GP EIR. These analyses remain applicable to the Project, which would not result in new or unanticipated traffic noise impacts.

The GP EIR anticipated the potential for vibration-sensitive land uses to be developed in areas with some amount of existing vibration, such as near the Union Pacific Railroad. A General Plan policy requires all feasible measures necessary, as a part of proposed development and public infrastructure projects, to avoid structural damage to adjacent structures and avoid substantial annoyance for adjacent vibration-sensitive uses, consistent with California Department of Transportation and Federal Transit Agency guidance—guidance that is specifically designed to avoid annoyance to vibration-sensitive uses and structure damage. Impacts due to vibration were found to be less than significant.

Based on the foregoing, the GP EIR and HE Addendum analyses of potential noise impacts adequately and appropriately describe the potential impacts of the Project, and the Project does not result in new or substantial increases in significant effects.

To ensure compliance with the City's 45 dBA L_{dn} interior noise standard and ensure the Project is designed to meet the Building Code, the implementation measures below apply:

Implementation Measure #1: Building facades shall include use of stucco with exterior sheathing and a resilient channel for hanging interior gypsum board. An alternative to RC channel is use of a staggered stud exterior wall.

Implementation Measure #2: Building Interior gypsum wallboards and gypsum ceiling shall be 5/8".

Implementation Measure #3: The mechanical ventilation penetrations for exhaust fans not face toward Highway 65. Where feasible, these vents should be routed towards the opposite side of the building to minimize sound intrusion to sensitive areas of the buildings. Where vents must face toward Highway 65, it is recommended that the duct work be increased in length and make as many "S" turns as feasible prior to exiting the dwelling.

Implementation Measure #4: Mechanical ventilation shall be provided to allow occupants to keep doors and windows closed for acoustic isolation.

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)?	EIR 4.2-10 and Addendum page 53	No	No	No	None
b) Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?	EIR 4.2-15 and Addendum page 53	No	No	No	None
Discussion: The General Plan analyzed in the GP EIR did not include changes to land use, the Sphere of Influence, or new growth. Furthermore, the majority of the vacant land adjacent to the City's boundaries are within existing adopted Specific Plans within Placer County which contemplate urbanization and development. Therefore, the GP EIR concluded the General Plan did not induce substantial population growth either directly or indirectly, and impacts were found to be less than significant. The Housing Element includes additional residential units, but these units fall within the scope of the GP EIR analysis, as do the units associated with the Project. The Housing Element also contemplated					

that the Project site would be rezoned and developed with housing. Therefore, the Project addition of units would not result in substantial unplanned direct or indirect population growth.

The General Plan analyzed in the GP EIR did not involve converting established residential areas to a non-residential land use or redeveloping existing residential areas with new residences by removing existing dwelling units, and displacement impacts were thus found to be less than significant, and nor did the Housing Element. The Project also does not convert established residential areas to non-residential use; on the contrary, the Project does the opposite by converting a non-residential site to multifamily residential use, as contemplated by the Housing Element. Therefore, the Project will not result in significant impacts related to the displacement of a substantial number of existing people or housing.

Based on the foregoing the GP EIR and HE Addendum analyses of potential growth inducement impacts and displacement adequately and appropriately describe the potential impacts of the Project, and the Project does not result in new or substantially more severe increases in significant effects and thus is within the scope of the GP EIR and HE Addendum.

Mitigation Measures: None.

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?	EIR 4.11-23 and Addendum page 54	No	No	No	None

b) Police protection?	EIR 4.11-22 and Addendum page 54	No	No	No	None
c) Schools?	EIR 4.11-25 and Addendum page 54	No	No	No	None
d) Parks?	EIR 4.11-27 and Addendum page 54	No	No	No	None
e) Other public facilities?	N/A	N/A	N/A	N/A	N/A
Discussion: The GP EIR and HE Addendum evaluated police, fire, school, and park facility/service demands resulting from buildout of the General Plan. The analysis indicated that all of these services would require additional facilities and/or staff, but that each of the City's adopted Specific Plans had anticipated and planned for these needs and had included the identification of sites and financing mechanisms. The EIRs for each Specific Plan had already evaluated the potential physical impacts of constructing the facilities. Therefore, the GP EIR and HE Addendum concluded that the General Plan would not result in substantial adverse physical impacts associated with the provision of new or altered facilities, and impacts were found to be less than significant. The Project is within the scope of the above GP EIR and HE Addendum analysis. The Project would not add units that would change the GP EIR and HE Addendum analysis, nor would it redistribute units in a manner that would concentrate service demands in an unanticipated location where service demands could not be met. Based on the foregoing, the GP EIR and HE Addendum analyses of potential public service impacts adequately and appropriately describe the potential impacts of the Project, and the Project does not result in new or substantially more severe increases in significant effects. Mitigation Measures: None.					

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?	EIR 4.11-27 and Addendum page 55	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?	EIR 4.11-27 and Addendum page 55	No	No	No	None
Discussion: The GP EIR indicated that buildout of the General Plan would add residents to the City, and these residents would increase the use of existing parks and recreational facilities, and would require the construction or expansion of recreational facilities, but that each of the City's adopted Specific Plans had anticipated and planned for these needs and had included the identification of sites and financing mechanisms. The EIRs for each Specific Plan had already evaluated the potential physical impacts of constructing the facilities and the City's policies ensure that adequate parkland acreage is developed and maintained. Therefore, the GP EIR concluded that the General Plan would not result in substantial adverse physical impacts associated with the provision or maintenance of recreation facilities, and impacts were found to be less than significant. The HE Addendum indicated the Housing Element units were within the scope of the above GP EIR analysis, and would not redistribute units in a manner that would concentrate service demands in an unanticipated location. This conclusion is also correct for the Project, which will add residents within the City's core area, as contemplated by the HE Addendum. Based on the foregoing, the GP EIR and HE Addendum analyses of potential public service impacts adequately and appropriately describe the potential impacts of the Project, and the Project does not result in new or substantially more severe increases in significant effects. Mitigation Measures: None					

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?	EIR 4.3-43 and Addendum page 56	No	No	No	None
b) Conflict or be inconsistent with CEQA Guidelines Section 15064.3, subdivision (b)?	EIR 4.3-33 and Addendum page 56	No	No	No	MM4.3.1
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)?	EIR 4.3-42 and Addendum page 56	No	No	No	None
d) Result in inadequate emergency access?	EIR 4.10-27 and 4.3-42 and Addendum page 56	No	No	No	None
Discussion: The GP EIR included a transportation analysis which estimated VMT using Roseville's travel forecasting model, and reported VMT both in per capita (per resident) and per service population. The analysis also included the development of a VMT threshold of significance based on a reduction of 15% below baseline conditions. The City's baseline VMT was found to be 15.1 VMT per resident and the resulting threshold was 12.8 VMT per resident. Per resident VMT includes VMT for trips produces by a home's residents, such as to work, school, or to shop, and any trips where one end of the trip was at the home. The transportation analysis found that the City's buildout VMT would be 15.5 VMT per resident in constrained conditions and 14.9 VMT per person in unconstrained conditions. Constrained conditions assumed a transportation network which only included future facilities with identified funding sources that were certain to be constructed by 2035, and was a worst-case evaluation provided to ensure the GP EIR did not underestimate any impacts. The unconstrained conditions included all facilities included in the SACOG 2020 MTP/SCS project list.					

In addition to the citywide average VMT, the GP EIR also included a VMT evaluation by Specific Plan area. This evaluation showed that certain areas of the City are “low-VMT areas,” which are defined in the GP EIR as areas of the City with VMT below the significance threshold. This analysis was based on the constrained conditions, so even under worst-case conditions the following areas were found to be low-VMT: the Downtown Specific Plan, Del Webb Specific Plan, North Central Roseville Specific Plan, Northeast Roseville Specific Plan, and Riverside Gateway Specific Plan.

An updated VMT analysis was prepared by Fehr and Peers Transportation Consultants to evaluate VMT impacts resulting from the Housing Element. This analysis updated the baseline conditions to February 2020 in order to ensure the baseline represented normal conditions, unaffected by COVID, and used constrained conditions for the cumulative analysis. The analysis found the City’s baseline VMT has increased to 15.7 VMT per resident due to the fact that $\frac{3}{4}$ of new development since the prior analysis has occurred in the western area of the City, in Specific Plans with the highest VMT per resident. However, the cumulative conditions (2035) analysis found citywide VMT decreases to 14.7 VMT per resident with the Housing Element, which is both a reduction from baseline and a reduction compared to the GP EIR analysis of cumulative (2035) conditions. The Specific Plan analysis found that the same list of planning areas are low-VMT, plus the Highland Reserve North Specific Plan. While Housing Element VMT remained above the City’s adopted significant threshold of 12.8 VMT per resident, it was lower than VMT reported in the GP EIR.

The Project is located in the North Central Roseville Specific Plan, which is a low-VMT area in the City. The addition of residential units within this area would reduce citywide VMT by adding more residents within an area where VMT rates are low.

Per service population VMT includes all per resident VMT plus VMT from all other sources, including trips from homes outside the area to work or shop and trips inside the City with neither trips at the home (from work to shopping). The service population analysis of the GP EIR was included for informational purposes to provide a coarse assessment of how non-home-based trips change over time. The GP EIR stated that appropriate methodologies for service sector VMT were still being developed and the resulting data was less reliable. For this reason, a significance threshold for service population VMT was not developed. This conclusion remains current, as stated in the updated transportation analysis prepared for the Housing Element. The GP EIR found that in existing conditions the citywide average was 29 VMT per service population while the cumulative conditions citywide average would be 33 VMT per service population (constrained) or 32.4 VMT per service population (unconstrained). An updated service sector analysis was provided for the Housing Element, but it used an updated methodology and therefore cannot be directly compared to the results reported in the GP EIR. The service sector analysis calculated that in existing conditions the citywide average is 32.5 VMT per service population and the cumulative conditions citywide average is 35.1 VMT per service population. While the numbers from the GP and Project analysis cannot be compared, the trend can: in both analyses, the citywide average service sector VMT is anticipated to increase over time rather than decrease. This means that while trips generated by residents of the City will be traveling less over time (as measured by per resident VMT) it is expected that all trips will be traveling more over time.

The GP EIR and HE Addendum included a Level of Service (LOS) analysis, provided for informational purposes. While LOS is not an impact under CEQA, the City maintains an LOS policy requiring that 70% of intersections operate at LOS C or better during both the a.m. and p.m. peak hours. The GP EIR found that 83.5% of intersections would operate acceptably during a.m. peak hours and 71.9% would operate acceptably during p.m. peak hours. The updated analysis found that 80.5% of intersections would operate acceptably during a.m. peak hours and 72.9% would operate acceptably during p.m. peak hours. The minor changes in results are mainly due to model updates, which included

updates for the future and base year in the City of Rocklin using Rocklin's current circulation and development plans and roadway network updates based on current plans and data. However, in both the GP EIR and updated analysis, the City's intersections operate at LOS consistent with City policy. The Project is within the density anticipated by the GP EIR and HE Addendum analysis and in a location anticipated by the HE Addendum and therefore, the Project also would not result in conflict with the City's LOS policy and is within the scope of the GP EIR and HE Addendum.

The GP EIR and HE Addendum evaluated hazards due to design features, incompatible uses, or inadequate emergency access. The City's transportation networks have been comprehensively planned through the Specific Plan process to conform to the City's Design and Construction Standards. The City's Design and Construction Standards establish appropriate and safe designs, including minimum signal and driveway spacing, sidewalk and pedestrian crossing designs, bicycle lane designs, and other features which ensure a safe and reliable network. The City also maintains standards requiring minimum roadway widths, turnaround areas, and turning radii to ensure that emergency vehicles maintain access. Finally, the City's construction standards also provide for and regulate the use of temporary traffic controls at construction sites, including signage and flaggers. The City's comprehensive planning process also ensures that uses are compatible and do not increase hazards. The GP EIR and HE Addendum concluded impacts were less than significant. This conclusion remains appropriate for the Project, which does not change roadway engineering, introduce incompatible uses, or contemplate development which would negatively affect emergency access. Accordingly, the Project's impacts are within the scope of those analyzed in the GP EIR and HE Addendum.

Finally, the GP EIR and HE Addendum evaluation found the General Plan and Housing Element would not conflict with adopted policies, plans, or programs for transit, bicycle, or pedestrian facilities nor would it adversely affect performance or safety of such facilities; impacts were found to be less than significant. The General Plan will require all new facilities and facility improvements contained in the circulation diagram would be constructed to applicable design standards, including the City's Design and Construction Standards (City of Roseville 2020), which have been created to minimize the potential for conflicts or collisions. The Project does not change this conclusion, as it does not introduce any programs or policies which would conflict with transportation plans. On the contrary, increased densities are generally transit-supportive and the Project would include the construction of an eight foot (8') wide pedestrian/bikeway trail, adjacent to Highway 65, with connections from the project site to the trail.

Based on the foregoing, the GP EIR and HE Addendum analyses of potential transportation impacts adequately and appropriately describe the potential impacts of the Project, and the Project does not result in new or substantially more severe increases in significant effects.

Mitigation Measures: The mitigation measure below was effectuated through inclusion in the City's 2035 General Plan Appendix A: Implementation Measures, but is included here for reference.

Mitigation Measure 4.3.1 – *The proposed General Plan Update should be amended as follows:*

Implementation Measure

Proposed development projects that could have a potentially significant VMT impact shall consider reasonable and feasible project modifications and other measures during the project design and environmental review stage of project development that would reduce

VTM effects in a manner consistent with state guidance on VMT reduction. The below list of potential measures is not intended to be exhaustive, and not all measures may be feasible, reasonable, or applicable to all projects. The purpose of this list is to identify options for future development proposals, not to constrain projects to this list, or to require that a project examine or include all measures from this list. Potential measures include:

- improve or increase access to transit;
- increase access to common goods and services, such as groceries, schools, and daycare;
- incorporate affordable housing into the project;
- incorporate neighborhood electric vehicle network;
- orient the project toward transit, bicycle and pedestrian facilities;
- improve pedestrian or bicycle networks, or transit service;
- provide traffic calming;
- provide bicycle parking;
- unbundle parking costs;
- provide parking cash-out programs;
- implement roadway pricing;
- implement or provide access to a commute reduction program;
- provide car-sharing, bike sharing, and ride-sharing programs;
- provide transit passes;
- shifting single occupancy vehicle trips to carpooling or vanpooling, for example providing ride-matching services;
- providing telework options;
- providing incentives or subsidies that increase the use of modes other than single-occupancy vehicle;
- providing on-site amenities at places of work, such as priority parking for carpools and vanpools, secure bike parking, and showers and locker rooms;

- providing employee transportation coordinators at employment sites;
- providing a guaranteed ride home service to users of non-auto modes;
- locate the project near transit;
- increase project density;
- increase the mix of uses within the project or within the project's surroundings;
- increase connectivity and/or intersection density on the project site; and/or
- deploy management strategies (e.g., pricing, vehicle occupancy requirements) on roadways or roadway lanes.

The City shall evaluate the feasibility of a local or regional VMT impact bank or exchange. Such an offset program, if determined feasible, would be administered by the City or a City-approved agency, and would offer demonstrated VMT reduction strategies through transportation demand management programs, impact fee programs, mitigation banks or exchange programs, in-lieu fee programs, or other land use project conditions that reduce VMT in a manner consistent with state guidance on VMT reduction. If, through on-site changes, a subject project cannot demonstrate consistency with state guidance on VMT reduction, the project can contribute on a pro-rata basis to a local or regional VMT reduction bank or exchange, as necessary, to reduce net VMT impacts.

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)?	EIR 4.9-39 and Addendum page 61	No	No	No	MM 4.9-4
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.	EIR 4.9-39 and Addendum page 61	No	No	No	MM 4.9-4
Discussion: For the GP EIR the City of Roseville contacted the Native American Heritage Commission, pursuant to SB 18 and AB 52 consultation requirements, asking for a list of individuals that might have knowledge of the Planning Area. The City used this list to circulate a letter dated April 3, 2017 providing the opportunity to participate in consultation to ensure consideration of Tribal Cultural Resources in the context of local land use policy. The United Auburn Indian Community (UAIC) responded to the request for consultation and provided information on the presence of tribal cultural resources as well as historic resources (cultural resources) within the Planning Area. Impacts related to substantial adverse changes in the significance of a tribal cultural resources were found to be significant (GP EIR page 4.9-39) because the Planning Area is known to contain these resources and is sensitive for the presence of undiscovered or undocumented					

resources. In addition, some tribal cultural resources may also be cultural resources. The UAIC has indicated tribal cultural resources of significant value to the tribe are present in the Planning Area and could be impacted by grading, excavation, or other ground-disturbing activities associated with buildout of the Planning Area. The General Plan included policy revisions to further strengthen protections, the GP EIR included mitigation measures to address these impacts, and the City adopted new Internal Guidance for Management of Tribal Cultural Resources and Consultation, all of which were developed within input from the UAIC. Nonetheless, impacts could still occur. After mitigation impacts were found to be significant and unavoidable.

Notice of the Housing Element was distributed pursuant to SB 18 and, since it was anticipated an EIR could be required, notice pursuant to AB 52 was also distributed. Both were distributed in letters dated September 22, 2020. No requests for consultation were received. The HE Addendum found the GP EIR analysis was based on the potential impacts of grading and general development within the Planning Area, and the Housing Element neither changed the boundaries of the Planning Area nor the locations of potential grading and development within the Planning Area.

For the Project the City of Roseville contacted the Native American Heritage Commission, pursuant to SB 18 consultation requirements, asking for a list of individuals that might have knowledge of the Planning Area. The City used the NAHC list to circulate a letter dated September 23, 2021, providing the opportunity to participate in consultation to ensure consideration of Tribal Cultural Resources in the context of local land use policy changes included in the Project and in compliance with General Plan Policies OS4.1. The United Auburn Indian Community (UAIC) responded to the request for consultation and requested a site visit, which occurred on November 9, 2021.

Through the consultation process between the City and UAIC, Project-specific ways to implement the City's Standard Mitigation Measures and Conditions of Approval in its adopted Internal Guidance for Management of Tribal Cultural Resources and Consultation and General Plan EIR Mitigation Measure 4.9-2b were agreed to and are included below. .

The GP EIR and HE Addendum analyses adequately and appropriately describe the potential impacts of the Project, and the Project is consistent with the tribal cultural resources policies of the General Plan. The Project does not result in new or substantial increases in significant effects.

Mitigation Measures: Mitigation consists of General Plan EIR Mitigation Measures 4.9-2 and, for human remains, 4.9-3 and 4.9-4. Mitigation Measure 4.9-2b states that projects that could have significant adverse impacts to undiscovered, potentially significant archaeological resources and/or TCRs which may be discovered during construction shall be required to implement the Post-Review Discovery Procedures within Volume II Part C of the City's Internal Guidance for Management of Tribal Cultural Resources and Consultation, or those determined to be equally as effective by the City. General Plan EIR Mitigation Measures 4.9-3 and 4.9-4 state that projects that could have significant adverse impacts to human remains or potential human remains shall implement the applicable procedures and recommended mitigation within the City's Internal Guidance for Management of Tribal Cultural Resources and Consultation. Below are the applicable procedures and recommended mitigation from Volume II Part C of the City's Internal Guidance for Management of Tribal Cultural Resources and Consultation that implement the General Plan EIR Mitigation Measures:

Implementation Measure TCR-1: Unpaid Tribal Observation

A minimum of seven days prior to beginning earthwork or other soil disturbance activities, the Construction Manager shall notify the City of the proposed earthwork start-date, in order to provide the City representative sufficient time to contact the consulting tribe(s). A single tribal representative shall be invited

to, at its discretion, voluntarily observe any or all ground-disturbing activities during construction, including any soil piles, trenches, or other disturbed areas. The tribe shall be provided 72 hours to accept or decline observation via email. The single tribal observer shall be required to comply with all job site safety requirements and shall sign a waiver of liability prior to entering the job site. During this inspection, a UAIC Tribal Representative or Tribal Monitor may provide an on-site meeting for construction personnel information on TCRs and workers awareness brochure. Should the tribe choose not to observe any or all of the activity, the City shall deem the mitigation measure completed in good faith without tribal observation as long as the notification was made and documented.

If any TCRs are encountered during this initial inspection, or during any subsequent construction activities, work shall be suspended within 100 feet of the find and the measures included in the **Post-Review Discovery Procedures Mitigation Measure** shall be implemented.

Implementation Measure TCR-2: Post-Review Discovery Procedures

If subsurface deposits believed to be cultural or human in origin, or tribal cultural resources, are discovered during construction, all work shall halt within a 100-foot radius of the discovery, and the Construction Manager shall immediately notify the City of Roseville Development Services Director by phone. The Construction Manager shall also immediately coordinate with the monitoring archeologist or project archaeologist and (if present) tribal monitor, or, in the absence of either, contact the consulting tribe(s) and a qualified professional archaeologist, meeting the Secretary of the Interior's Professional Qualification Standards for archaeology and subject to approval by the City, to evaluate the significance of the find and develop appropriate management recommendations in coordination with the consulting tribe(s) if the find is a tribal cultural resource.

All management recommendations shall be provided to the City in writing for the City's review and approval. If recommended by the qualified professional and consulting tribes and approved by the City, this may include modification of the no-work radius.

The professional archaeologist must make a determination, based on professional judgement and supported by substantial evidence, within one business day of being notified, as to whether or not the find represents a cultural or tribal resource or has the potential to be a cultural or tribal cultural resource. The consulting tribe shall also be given the opportunity to provide, within one business day of being notified, a determination as to whether or not the find represents a tribal cultural resource or has the potential to be a tribal cultural resource.

The type of discovery, as described below will determine the subsequent actions. These include: 1) a work pause that, upon further investigation, is not actually a discovery and the work pause was simply needed in order to allow for closer examination of soil (a "false alarm"); 2) a work pause and subsequent action for discoveries that are clearly not related to tribal resources, such as can and bottle dumps, artifacts of European origin, and remnants of built environment features; and 3) a work pause and subsequent action for discoveries that are likely related to tribal resources, such as midden soil, bedrock mortars, groundstone, or other similar expressions.

Whenever there is question as to whether or not the discovery represents a tribal resource, culturally affiliated tribes shall be consulted in making the determination. Whenever a tribal monitor is present, the monitor shall be consulted.

The following processes shall apply, depending on the nature of the find, subject to the review and approval of the City:

- **Response to False Alarms:** If the professional archaeologist determines that the find is negative for any cultural indicators, and tribal representatives have not indicated the find is a tribal cultural resource, then work may resume immediately upon notice to proceed from the City's representative. No further notifications or archaeological consultation is necessary if it is determined that the discovery is not a cultural or tribal cultural resource of any kind. The professional archaeologist shall provide written documentation of this finding to the City, which shall include as an attachment any written documentation provided by tribal representatives or monitors.
- **Response to Non-Tribal Discoveries:** If a tribal monitor is not present at the time of discovery and a professional archaeologist determines that the find represents a non-tribal cultural resource from any time period or cultural affiliation, the City shall be notified immediately, to consult on a finding

of eligibility and implementation of appropriate treatment measures, if the find is determined to be a Historical Resource under CEQA, as defined in Section 15064.5(a) of the CEQA Guidelines. The professional archaeologist shall provide a photograph of the find and a written description to the City of Roseville. The City of Roseville will notify any [tribe(s)] who, in writing, requested notice of unanticipated discovery of non-tribal resources. Notice shall include the photograph and description of the find, and a tribal representative shall have the opportunity to determine whether the find represents a tribal cultural resource. If a response is not received within 24 hours of notification (none of which time period may fall on weekends or City holidays), the City will deem this portion of the measure completed in good faith as long as the notification was made and documented. If requested by a [tribe(s)], the City may extend this timeframe, which shall be documented in writing (electronic communication may be used to satisfy this measure). If a notified tribe responds within 24 hours to indicate that the find represents a tribal cultural resource, then the Response to Tribal Discoveries portion of this measure applies. If the tribe does not respond or concurs that the discovery is non-tribal, work shall not resume within the no-work radius until the City, through consultation as appropriate, determines that the site either: 1) is not a Historical Resource under CEQA, as defined in Section 15064.5(a) of the CEQA Guidelines; or 2) that the treatment measures have been completed to its satisfaction.

- Response to Tribal Discoveries: If the find represents a tribal or potentially tribal cultural resource that does not include human remains, the consulting tribe(s) and City shall be notified. The City will consult with the tribe(s) on a finding of eligibility and implement appropriate treatment measures, if the find is determined to be either a Historical Resource under CEQA, as defined in Section 15064.5(a) of the CEQA Guidelines, or a Tribal Cultural Resource, as defined in Section 21074 of the Public Resources Code. Preservation in place is the preferred treatment, if feasible. Work shall not resume within the no-work radius until the City, through consultation as appropriate, determines that the site either: 1) is not a Historical Resource under CEQA, as defined in Section 15064.5(a) of the CEQA Guidelines; or 2) not a Tribal Cultural Resource, as defined in Section 21074 of the Public Resources Code; or 3) that the treatment measures have been completed to its satisfaction.
- Response to Human Remains: If the find includes human remains, or remains that are potentially human, the construction supervisor or on-site archaeologist and (if present) tribal monitor shall ensure reasonable protection measures are taken to protect the discovery from disturbance (AB 2641) and shall notify the City and Placer County Coroner (per § 7050.5 of the Health and Safety Code). The provisions of § 7050.5 of the California Health and Safety Code, § 5097.98 of the California Public Resources Code, and Assembly Bill 2641 shall be implemented. If the Coroner determines the remains are Native American and not the result of a crime scene, the Coroner will notify the Native American Heritage Commission (NAHC), which then will designate a Native American Most Likely Descendant (MLD) for the project (§ 5097.98 of the Public Resources Code). The designated MLD will have 48 hours from the time access to the property is granted to make recommendations concerning treatment of the remains. Public Resources Code § 5097.94 provides structure for mediation through the NAHC if necessary. If the landowner does not agree with the recommendations of the MLD, the NAHC can mediate (§ 5097.94 of the Public Resources Code).

If no agreement is reached, the landowner must rebury the remains in a respectful manner where they will not be further disturbed (§ 5097.98 of the Public Resources Code). This will also include either recording the site with the NAHC or the appropriate Information Center; using an open space or conservation zoning designation or easement; or recording a reinternment document with the county in which the property is located (AB 2641). Work shall not resume within the no-work radius until the City, through consultation as appropriate, determines that the treatment measures have been completed to its satisfaction.

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?	EIR 4.12-21 and Addendum page 63	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?	EIR 4.12-24 and Addendum page 63	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?	EIR 4.12-26 and Addendum page 63	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?	EIR 4.12-30 and Addendum page 63	No	No	No	None
e) Comply with federal, state, and local management and reduction statutes and regulations related to solid waste?	EIR 4.12-30 and Addendum page 63	No	No	No	None

Discussion: The GP EIR evaluation of utility services was based on full buildout of the General Plan, and capacity evaluation used the metrics appropriate to the impact area, as follows: for water, dwelling units or dwelling unit equivalents (edu); for wastewater, demand factors based on acreage by land use type; and for waste, total population and employees. The GP EIR also evaluated the potential for facility expansions, including the planned expansion of the Dry Creek wastewater treatment plant; off-site construction of the Ophir water treatment plant by the Placer County Water Agency; a new planned substation and 60-kilovolt overhead transmission lines within the Creekview Specific Plan; and construction of water lines, sewer lines, electrical lines, and supporting facilities (e.g. pump stations). Except for the Ophir water treatment plant, expanded and new utilities and service systems would be within the Planning Area, and impacts associated with these facilities have already been identified and mitigated through Specific Plan EIRs. Therefore, with the exception of the Ophir plant, impacts were found to be less than significant. Construction of the Ophir plant was addressed in the Foothill Phase II Water Treatment Plant and Pipeline EIR, discussed in the GP EIR, and it found that construction air quality impacts would be significant and unavoidable. The GP EIR concluded that buildout of the General Plan would indirectly contribute to this significant and unavoidable impact, and the HE Addendum reached the same conclusion. No additional water or wastewater infrastructure offsite is required to support the Project, which is within the buildout assumptions of the GP EIR and HE Addendum.

Under buildout conditions, the City has a total water demand of 48,762 acre feet per year (afy), and has surplus water supply during normal years and during multiple-dry years 1 and 2. However, during a single-dry year there is an approximate 9,000-afy deficit and during multiple-dry year 3 there is an approximate 2,000-afy deficit. The City's conservation measures are sufficient during dry years to offset the deficit. Therefore, impacts were found to be less than significant. The Housing Element was within the scope of the total dwelling units analyzed within the GP EIR, and was therefore found to be within the scope of analysis of the water evaluation; no changes or updates to this analysis was found to be required in the HE Addendum. This conclusion remains appropriate for the Project, which is also within the scope of the GP EIR and HE Addendum.

The City's buildout demands on the wastewater system were reported in Table 4.12-7 of the GP EIR as 8.9 million gallons per day (mgd) of average dry weather flow, while the Pleasant Grove wastewater treatment plant's effective treatment capacity is 9.5 mgd, with plans to expand capacity to 12 mgd and the Dry Creek wastewater treatment plan has a permitted capacity of 18 mgd (note that treatment plants have service boundaries that include the City and other areas). The evaluation found there would be adequate capacity to serve full buildout of the City and impacts were found to be less than significant. The wastewater evaluation was based on the total acreage of citywide land uses, with approximately 13,000 acres of residential land use and 3,100 acres of commercial/office land use. The HE Addendum evaluated the result of changing the acreage of residential compared to commercial land uses, removing up to 20 acres of commercial land use and replacing it with up to 20 acres of residential land use. Table 4.12-7 of the GP EIR indicates that sewage demand for commercial sites is 850 gallons per day per acre, while for residential it is only 190 gallons per day per acre. Therefore, the land use change contemplated by the Housing Element was found to reduce wastewater system demands. However, in the context of the citywide demands the difference was negligible, and did not change the total average dry weather flow of 8.9 mgd. The Project is within the scope of the GP EIR and HE Addendum evaluation, which contemplates the land use change from commercial to residential, and does not change land use in a manner or to a degree that requires further evaluation of treatment capacity.

The City's additional waste demands were calculated based on the increase in population and employees between existing conditions and buildout conditions, and used CalRecycle solid waste disposal rates of 4.8 pounds per day (ppd) per resident and 8.2 ppd per employee. Based on these rates, buildout of the General Plan was found to generate an additional 428 ppd of solid waste. The GP EIR noted that this estimate was extremely conservative, as it does not account for recycling or waste diversion. The estimated increase in waste would be within the maximum daily throughput of the Western Regional Sanitary Landfill, and therefore impacts were found to be less than significant. The Project is within the scope of the population and employees analyzed within the GP EIR and HE Addendum, and is therefore within the scope of analysis of the waste evaluation; no changes or updates to this analysis are required.

In addition, future development accommodated under the General Plan would be required to comply with applicable federal, State, or local solid waste regulations or statutes, including the City's Construction and Demolition and Recycling Ordinance, the applicable CALGreen Code (for the Project, likely the 2022 CalGreen Code), and AB 1826 (mandatory commercial organics recycling). Furthermore, the City would continue to comply with AB 1601, which requires implementation of a commercial solid waste recycling program. Therefore, impacts related to compliance with regulations pertaining to solid waste were found to be less than significant. The Project has no effect on this analysis or conclusion.

Based on the foregoing, the GP EIR and HE Addendum analyses of utility services impacts, as updated, adequately and appropriately describe the potential impacts of the Project, and the Project does not result in new or substantially more severe increases in significant effects.

Mitigation Measures: None.

XX. Wildfire

	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?	EIR 4.10-27 and Addendum page 66	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?	EIR 4.10-27 and Addendum page 66	No	No	No	None
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?	EIR 4.10-27 and Addendum page 66	No	No	No	None
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?	EIR 4.10-27 and Addendum page 66	No	No	No	None

Discussion: The Planning Area is not located in or near state responsibility areas or land classified as very high fire hazard severity zones. The Planning Area is designated by CAL FIRE as a Local Responsibility Area, and there are no Very High Fire Hazard Severity Zones in or adjacent to the Planning Area. Therefore, the GP EIR concluded the wildfire hazard risk for the City is low. The City's comprehensive planning has ensured that existing and planned fire stations are distributed through the Planning Area, and the City maintains and plans connected transportation networks consistent with the City's Design and Construction Standards to ensure adequate emergency access and evacuation routes. The City maintains a Multi-Hazard Mitigation Plan and Emergency Operations Plan, and the GP EIR and HE Addendum found that the General Plan and Housing Element was consistent and supportive of these emergency planning documents. The proposed Project does not affect the foregoing analysis. The Project is within the scope of the above GP EIR and HE Addendum analysis. The Project would not add units that would exceed those analyzed in the GP EIR analysis of emergency service needs, nor would it distribute units in a manner that would concentrate emergency service demands in an unanticipated location, as residential development on the Project site is contemplated by the Housing Element. Based on the foregoing, the GP EIR and HE Addendum analyses of wildfire impacts adequately and appropriately describe the potential impacts of the Project, and the Project does not result in new or substantially more severe increases in significant effects.

Mitigation Measures: None.

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?	EIR Chapter 5.0 and Addendum page 67	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.)	EIR Chapter 5.0 and Addendum page 67	No	No	No	None
c) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?	EIR Chapter 5.0 and Addendum page 67	No	No	No	None

Discussion: Chapter 5.0 of the GP EIR includes an evaluation of cumulative impacts, growth inducing impacts, significant irreversible environmental changes, and a section on the significant and unavoidable impacts evaluated within the GP EIR. No new mitigation measures beyond those already identified in the topical sections of Chapter 4.0 were identified. As discussed in the sections above, the GP EIR found that General Plan buildout would result in significant and unavoidable impacts to biological resources, cultural resources, and tribal cultural resources. The analysis found the following impacts would also be cumulatively considerable: greenhouse gas emissions; VMT; construction and operational air quality emissions; exposure to substantial pollutant concentrations (long-term); operational noise due to traffic and stationary sources; biological resources including special status plants, riparian habitat/sensitive natural communities, wetlands, and loss of habitat and special status wildlife species; both cultural and tribal cultural resources; indirect impacts due to construction of the Ophir water treatment plant; visual quality; and creation of substantial light and glare. These significant cumulative impacts have the potential to cause adverse impacts on human beings. As described in the foregoing analyses, the Project is within the scope of all impacts evaluated by the GP EIR and HE Addendum and appropriately describe the potential impacts of the Project.

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 2035 General Plan Environmental Impact Report (SCH #2019080418) and the 2021 Housing Element Addendum, certified on August 5, 2020 and August 18, 2021 respectively, 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. Noise Study

Environmental Noise Assessment

Shea Apartments Project

City of Roseville, California

November 1, 2022

Project #211109

Prepared for:



TLA Engineering and Planning

1504 Eureka Road, Suite 110

Roseville, CA 95661

Prepared by:

Saxelby Acoustics LLC



Luke Saxelby, INCE Bd. Cert.

Principal Consultant

Board Certified, Institute of Noise Control Engineering (INCE)



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INTRODUCTION

The Shea Apartments project consists of the development of a vacant parcel for multi-family residential uses consisting of 18 apartment buildings. The project will include several amenities such as outdoor recreation areas and a pool area. The project site is located on Gibson Drive, south of Highway 65 in the City of Roseville, California.

Figure 1 shows the project site plan. **Figure 2** shows an aerial view of the project site and noise measurement locations.

ENVIRONMENTAL SETTING

BACKGROUND INFORMATION ON NOISE

Fundamentals of Acoustics

Acoustics is the science of sound. Sound may be thought of as mechanical energy of a vibrating object transmitted by pressure waves through a medium to human (or animal) ears. If the pressure variations occur frequently enough (at least 20 times per second), then they can be heard and are called sound. The number of pressure variations per second is called the frequency of sound, and is expressed as cycles per second or Hertz (Hz).

Noise is a subjective reaction to different types of sounds. Noise is typically defined as (airborne) sound that is loud, unpleasant, unexpected or undesired, and may therefore be classified as a more specific group of sounds. Perceptions of sound and noise are highly subjective from person to person.

Measuring sound directly in terms of pressure would require a very large and awkward range of numbers. To avoid this, the decibel scale was devised. The decibel scale uses the hearing threshold (20 micropascals), as a point of reference, defined as 0 dB. Other sound pressures are then compared to this reference pressure, and the logarithm is taken to keep the numbers in a practical range. The decibel scale allows a million-fold increase in pressure to be expressed as 120 dB, and changes in levels (dB) correspond closely to human perception of relative loudness.

The perceived loudness of sounds is dependent upon many factors, including sound pressure level and frequency content. However, within the usual range of environmental noise levels, perception of loudness is relatively predictable, and can be approximated by A-weighted sound levels. There is a strong correlation between A-weighted sound levels (expressed as dBA) and the way the human ear perceives sound. For this reason, the A-weighted sound level has become the standard tool of environmental noise assessment.



Shea Apartments Project

City of Roseville, California

Figure 1
Project Site Plan



Shea Apartments Project

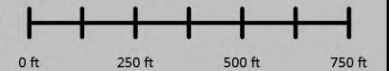
City of Roseville, California

Figure 2

Noise Measurement Sites

Legend

- Project Site
- ▲ Noise Measurement Site - Long Term



Projection: UTM Zone 10 / WGS84 / meters
Rev. Date: 11/19/2021



The decibel scale is logarithmic, not linear. In other words, two sound levels 10-dB apart differ in acoustic energy by a factor of 10. When the standard logarithmic decibel is A-weighted, an increase of 10-dBA is generally perceived as a doubling in loudness. For example, a 70-dBA sound is half as loud as an 80-dBA sound, and twice as loud as a 60 dBA sound.

Community noise is commonly described in terms of the ambient noise level, which is defined as the all-encompassing noise level associated with a given environment. A common statistical tool is the average, or equivalent, sound level (L_{eq}), which corresponds to a steady-state A weighted sound level containing the same total energy as a time varying signal over a given time period (usually one hour). The L_{eq} is the foundation of the composite noise descriptor, L_{dn} , and shows very good correlation with community response to noise.

The day/night average level (DNL or L_{dn}) is based upon the average noise level over a 24-hour day, with a +10-decibel weighing applied to noise occurring during nighttime (10:00 p.m. to 7:00 a.m.) hours. The nighttime penalty is based upon the assumption that people react to nighttime noise exposures as though they were twice as loud as daytime exposures. Because L_{dn} represents a 24-hour average, it tends to disguise short-term variations in the noise environment.

Table 1 lists several examples of the noise levels associated with common situations. **Appendix A** provides a summary of acoustical terms used in this report.

TABLE 1: TYPICAL NOISE LEVELS

Common Outdoor Activities	Noise Level (dBA)	Common Indoor Activities
	--110--	Rock Band
Jet Fly-over at 300 m (1,000 ft.)	--100--	
Gas Lawn Mower at 1 m (3 ft.)	--90--	
Diesel Truck at 15 m (50 ft.), at 80 km/hr. (50 mph)	--80--	Food Blender at 1 m (3 ft.) Garbage Disposal at 1 m (3 ft.)
Noisy Urban Area, Daytime Gas Lawn Mower, 30 m (100 ft.)	--70--	Vacuum Cleaner at 3 m (10 ft.)
Commercial Area Heavy Traffic at 90 m (300 ft.)	--60--	Normal Speech at 1 m (3 ft.)
Quiet Urban Daytime	--50--	Large Business Office Dishwasher in Next Room
Quiet Urban Nighttime	--40--	Theater, Large Conference Room (Background)
Quiet Suburban Nighttime	--30--	Library
Quiet Rural Nighttime	--20--	Bedroom at Night, Concert Hall (Background)
	--10--	Broadcast/Recording Studio
Lowest Threshold of Human Hearing	--0--	Lowest Threshold of Human Hearing

Source: Caltrans, Technical Noise Supplement, Traffic Noise Analysis Protocol. September, 2013.

Effects of Noise on People

The effects of noise on people can be placed in three categories:

- Subjective effects of annoyance, nuisance, and dissatisfaction
- Interference with activities such as speech, sleep, and learning
- Physiological effects such as hearing loss or sudden startling

Environmental noise typically produces effects in the first two categories. Workers in industrial plants can experience noise in the last category. There is no completely satisfactory way to measure the subjective effects of noise or the corresponding reactions of annoyance and dissatisfaction. A wide variation in individual thresholds of annoyance exists and different tolerances to noise tend to develop based on an individual's past experiences with noise.

Thus, an important way of predicting a human reaction to a new noise environment is the way it compares to the existing environment to which one has adapted: the so-called ambient noise level. In general, the more a new noise exceeds the previously existing ambient noise level, the less acceptable the new noise will be judged by those hearing it.

With regard to increases in A-weighted noise level, the following relationships occur:

- Except in carefully controlled laboratory experiments, a change of 1-dBA cannot be perceived;
- Outside of the laboratory, a 3-dBA change is considered a just-perceivable difference;
- A change in level of at least 5-dBA is required before any noticeable change in human response would be expected; and
- A 10-dBA change is subjectively heard as approximately a doubling in loudness, and can cause an adverse response.

Stationary point sources of noise – including stationary mobile sources such as idling vehicles – attenuate (lessen) at a rate of approximately 6-dB per doubling of distance from the source, depending on environmental conditions (i.e. atmospheric conditions and either vegetative or manufactured noise barriers, etc.). Widely distributed noises, such as a large industrial facility spread over many acres, or a street with moving vehicles, would typically attenuate at a lower rate.

EXISTING GENERAL AMBIENT NOISE LEVELS

The existing noise environment in the project area is primarily defined by traffic on Highway 65. Secondary noise sources include traffic and miscellaneous noise from surrounding uses south and west of the project site.

To quantify the existing ambient noise environment in the project vicinity, Saxelby Acoustics conducted continuous (24-hr.) noise level measurements at two locations on the project site. Noise measurement locations are shown on **Figure 2**. A summary of the noise level measurement survey results is provided in **Table 2**. **Appendix B** contains the complete results of the noise monitoring.

The sound level meters were programmed to record the maximum, median, and average noise levels at each site during the survey. The maximum value, denoted L_{max} , represents the highest noise level measured. The average value, denoted L_{eq} , represents the energy average of all the noise received by the sound level meter microphone during the monitoring period. The median value, denoted L_{50} , represents the sound level exceeded 50 percent of the time during the monitoring period.

Larson Davis Laboratories (LDL) model 820 precision integrating sound level meters were used for the ambient noise level measurement survey. The meters were calibrated before and after use with a CAL200 acoustical calibrator to ensure the accuracy of the measurements. The equipment used meets all pertinent specifications of the American National Standards Institute for Type 1 sound level meters (ANSI S1.4).

TABLE 2: SUMMARY OF EXISTING BACKGROUND NOISE MEASUREMENT DATA

Site	Location	Date	L_{dn}	Daytime L_{eq}	Daytime L_{50}	Daytime L_{max}	Nighttime L_{eq}	Nighttime L_{50}	Nighttime L_{max}
LT-1	Southeastern Project Boundary (170' to CL of I-80)	11/16/21	73	69	68	85	67	64	82
LT-2	Northwestern Project Region (300' to CL of I-80)	11/16/21	67	62	61	77	60	58	72
Notes: • All values shown in dBA • Daytime hours: 7:00 a.m. to 10:00 p.m. • Nighttime Hours: 10:00 p.m. to 7:00 a.m.									

Source: Saxelby Acoustics, 2021.

REGULATORY CONTEXT

FEDERAL

There are no federal regulations related to noise that apply to the Proposed Project.

STATE

There are no state regulations related to noise that apply to the Proposed Project.

LOCAL

City of Roseville General Plan

The City of Roseville General Plan Noise Element Policy N 1.2 establishes an acceptable interior noise level of 45 dBA L_{dn} for residential uses. For outdoor activity areas of residential uses, the normally acceptable exterior noise level standard is 60 dBA L_{dn} , as shown on General Plan Noise Element Table IX-1 (**Table 3**). Where it is not possible to reduce noise in outdoor activity areas to 60 dB L_{dn} /CNEL or less, an exterior noise level of up to 65 dB L_{dn} /CNEL may be conditionally acceptable. In this case new construction or development should be taken only after a detailed analysis of the noise reduction requirements is made and needed noise insulation features included in the design.

For playgrounds and neighborhood park uses, a normally acceptable exterior noise standard of 65 dBA L_{dn} is applied.

TABLE 3: CITY OF ROSEVILLE LAND USE COMPATIBILITY CHART

Table IX-1 Exterior Noise Compatibility Standards for Uses Affected by Transportation Noise						
Land Use Category*	Community Noise Exposure L _{dn} or CNEL, dBA					
	55	60	65	70	75	80
Residential	Green	Green	Yellow	Orange	Red	Red
Lodging – Motels, Hotels	Green	Green	Yellow	Orange	Red	Red
Schools, Libraries, Places of Worship, Hospitals, Assisted Living	Green	Green	Yellow	Orange	Red	Red
Auditoriums, Concert Halls, Amphitheaters	Yellow	Yellow	Yellow	Orange	Red	Red
Sports Arena, Outdoor Spectator Sports	Yellow	Yellow	Yellow	Orange	Red	Red
Playgrounds, Neighborhood Parks	Green	Green	Yellow	Orange	Red	Red
Golf Courses, Riding Stables, Water Recreation, Cemeteries	Green	Green	Green	Orange	Red	Red
Office Buildings	Green	Green	Yellow	Orange	Red	Red

Interpretation

Green **Normally Acceptable**
Specified land use is satisfactory, based upon the assumption that any buildings involved are of normal conventional construction, without any special noise insulation requirements.

Yellow **Conditionally Acceptable**
New construction or development should be taken only after a detailed analysis of the noise reduction requirements is made and needed noise insulation features included in the design. Conventional construction, but with closed windows and fresh air supply systems or air conditioning will normally suffice.

Orange **Normally Unacceptable**
New construction or development should generally be discouraged. If new construction or development does proceed, a detailed analysis of the noise reduction requirements must be made and needed noise insulation features included in the design.

Red **Clearly Unacceptable**
New construction or development should generally not be undertaken.

* Land uses not listed on this table will be evaluated according to guidance for the land use category that is most similar with regard to noise sensitivity. The land use-noise compatibility standards apply to outdoor (exterior) activity areas associated with each land use. Outdoor activity areas are the portion of a noise-sensitive property where outdoor activities would normally be expected. Outdoor activity areas for the purposes of this element do not include gathering spaces alongside transportation corridors or associated public rights-of-way.

EVALUATION OF TRANSPORTATION NOISE ON PROJECT SITE

Saxelby Acoustics utilized the collected sound level data for Highway 65 to predict project transportation noise exposure levels. The traffic noise levels for Highway 65 adjacent to the project site are projected to increase by approximately 4 dB under future conditions based upon the Noise Study Report for the SR 65 Capacity and Operational Improvements Project (ICF International, January 2016). This future increase is accounted for in the noise model.

Saxelby Acoustics used the SoundPLAN noise model to map transportation noise levels at the proposed project site due to traffic on Highway 65. **Figure 3** shows cumulative plus project noise levels (dBA, L_{dn}) at the project site. It should be noted that the exterior noise levels account for the preliminary site grading plans dated January 31, 2022.





Shea Apartments Project

City of Roseville, California

Figure 3

Future Transportation Noise Contours
(dBA L_{dn})

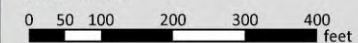
Noise Level, dB(A)

70 <	<= 71
71 <	<= 72
72 <	<= 73
73 <	<= 74
74 <	<= 75
75 <	

Legend

- Project Building
- Project Boundary

Scale 1:250



EXTERIOR NOISE LEVELS

As shown on **Figure 3**, the proposed outdoor recreation areas of the project are predicted to be exposed to future traffic noise levels of 51-58 dBA L_{dn} . This complies with the City's 60 dBA L_{dn} exterior noise standard for residential outdoor activity areas. Therefore, no exterior noise control measures are recommended.

INTERIOR NOISE LEVELS

As shown on **Figure 3**, façades of the proposed apartment uses would be exposed to maximum exterior noise levels up to 75 dBA L_{dn} . Modern building construction methods typically yields an exterior-to-interior noise level reduction of 25 dBA. Therefore, where exterior noise levels are 70 dBA L_{dn} , or less, no additional interior noise control measures are typically required. For this project, exterior noise levels are predicted to be up to 75 dBA L_{dn} at the second and third stories of the buildings closest to Highway 65. This would result in interior noise levels of up to 50 dBA L_{dn} based on typical building construction. This exceeds the City of Roseville General Plan Policy which requires that interior noise levels do not exceed 45 dB L_{dn} . Therefore, additional noise control measures are required to reduce interior noise to acceptable levels.

ANALYSIS OF INTERIOR NOISE CONTROL MEASURES

In order to calculate interior noise levels for the actual project construction, it is necessary to determine the noise reduction provided by the residential building facades. This may be calculated by using a measured A-weighted noise frequency spectrum for interstate traffic. The composite transmission loss and resulting noise level in the receiving room is first determined. After correcting for room absorption, the overall noise level in the room is calculated. It should be noted that the presence of carpet and pad flooring is known to provide substantial acoustic absorption, resulting in quieter interior noise levels. Because the presence of carpet lowers interior noise levels, this analysis examines windows STC ratings for rooms with typical residential carpet and pad versus rooms which may have hard surface flooring (i.e. tile, vinyl plank, wood, etc.) throughout the space. For living rooms which are carpeted it is assume that hard surface flooring may occur in entry and kitchen areas only.

Based upon the exterior transportation noise levels along Highway 65 of 75 dBA L_{dn} , an exterior-to-interior noise level reduction of up to 30 dBA would be required to meet the City of Roseville General Plan standards. Saxelby Acoustics determined the necessary noise control measures to achieve this noise level reduction. Noise control measures differ based on building location and floor levels. **Figure 4** shows the building groups and the facades requiring acoustic treatment. The noise control measures are summarized below:

Group 1

1st Floor

- Bedroom: STC 27 glazing and hard flooring, or carpet.
- Living Room: STC 27 glazing and hard flooring, or carpet.

2nd and 3rd Floor

- Bedroom: STC 30 glazing and carpet on pad, **OR** STC 32 glazing and hard flooring.
- Living Room: STC 31 glazing and carpet on pad, **OR** STC 34 glazing and hard flooring.

Group 2

1st Floor

- Bedroom: STC 30 glazing and carpet on pad, OR STC 31 glazing and hard flooring.
- Living Room: STC 30 glazing and carpet on pad, OR STC 33 glazing and hard flooring.

2nd and 3rd Floor

- Bedroom: STC 33 glazing and carpet on pad, OR STC 35 glazing and hard flooring.
- Living Room: STC 33 glazing and carpet on pad, OR STC 38 glazing and hard flooring.

Group 3

1st Floor

- Bedroom: STC 32 glazing and carpet on pad, OR STC 34 glazing and hard flooring.
- Living Room: STC 33 glazing and carpet on pad, OR STC 36 glazing and hard flooring.

2nd and 3rd Floor

- Bedroom: STC 33 glazing and carpet on pad, OR STC 36 glazing and hard flooring.
- Living Room: STC 34 glazing and carpet on pad, OR STC 38 glazing and hard flooring.

Interior noise control measures required for all indicated facades of Groups 1, 2, and 3.

- Building facades shall include use of stucco with exterior sheathing and a resilient channel for hanging interior gypsum board. An alternative to RC channel is use of a staggered stud exterior wall;
- Interior gypsum wallboards and gypsum ceiling shall be 5/8";
- Saxelby Acoustics recommends that mechanical ventilation penetrations for exhaust fans not face toward Highway 65. Where feasible, these vents should be routed towards the opposite side of the building to minimize sound intrusion to sensitive areas of the buildings. Where vents must face toward Highway 65, it is recommended that the duct work be increased in length and make as many "S" turns as feasible prior to exiting the dwelling. This separates the openings between the noise source and the living space with a long circuitous route. Each time the sound turns a

corner, it is reduced slightly. Flexible duct work is preferred ducting for this noise mitigation. Where the vent exits the building, a spring-loaded flap with a gasket should be installed to reduce sound entering the duct work when the vent is not in use;

- Mechanical ventilation shall be provided to allow occupants to keep doors and windows closed for acoustic isolation;
- No Packaged Terminal Air Conditioners (PTAC's) shall be used;
- In lieu of these measures, an interior noise control report may be prepared by a qualified acoustic engineer demonstrating that the proposed building construction would achieve the interior noise reduction requirement of up to 30 dBA.



Group 1

1st Floor:

Bedroom: STC 27 glazing and hard flooring or carpet
Living Room: STC 27 glazing and hard flooring or carpet

2nd and 3rd Floor:

Bedroom: STC 30 glazing and carpet on pad, **OR**
STC 32 glazing and hard flooring
Living Room: STC 31 glazing and carpet on pad, **OR**
STC 34 glazing and hard flooring

Group 2

1st Floor:

Bedroom: STC 30 glazing and carpet on pad, **OR**
STC 31 glazing and hard flooring
Living Room: STC 30 glazing and carpet on pad, **OR**
STC 33 glazing and hard flooring

2nd and 3rd Floor:

Bedroom: STC 33 glazing and carpet on pad, **OR**
STC 35 glazing and hard flooring
Living Room: STC 33 Glazing and carpet on pad, **OR**
STC 38 glazing and hard flooring

Group 3

1st Floor:

Bedroom: STC 32 glazing and carpet on pad, **OR**
STC 34 glazing and hard flooring
Living Room: STC 33 glazing and carpet on pad, **OR**
STC 36 glazing and hard flooring

2nd and 3rd Floor:

Bedroom: STC 33 glazing and carpet on pad, **OR**
STC 36 glazing and hard flooring
Living Room: STC 34 Glazing and carpet on pad, **OR**
STC 38 glazing and hard flooring



Shea Apartments Project

City of Roseville, California

Figure 4

Interior Noise Control Measures

Legend

- Facades Needing Acoustic Upgrades: Group 1
- Facades Needing Acoustic Upgrades: Group 2
- Facades Needing Acoustic Upgrades: Group 3

Interior Noise Control Measures (Required for All Indicated Facades of Groups 1, 2, and 3)

- o Exterior finish shall be stucco with sheathing;
- o Interior gypsum at exterior walls shall be 5/8" on resilient channel or 5/8" on staggered stud wall assembly;
- o Ceiling gypsum shall be 5/8";
- o Mechanical ventilation shall be installed in all residential uses to allow residents to keep doors and windows closed, as desired for acoustical isolation;
- o No PTAC's shall be used.



CONCLUSION

The proposed project is predicted to meet the City of Roseville General Plan noise level standards assuming the following requirements are incorporated into design for the new residential uses:

Group 1

1st Floor

- Bedroom: STC 27 glazing and hard flooring, or carpet.
- Living Room: STC 27 glazing and hard flooring, or carpet.

2nd and 3rd Floor

- Bedroom: STC 30 glazing and carpet on pad, **OR** STC 32 glazing and hard flooring.
- Living Room: STC 31 glazing and carpet on pad, **OR** STC 34 glazing and hard flooring.

Group 2

1st Floor

- Bedroom: STC 30 glazing and carpet on pad, OR STC 31 glazing and hard flooring.
- Living Room: STC 30 glazing and carpet on pad, OR STC 33 glazing and hard flooring.

2nd and 3rd Floor

- Bedroom: STC 33 glazing and carpet on pad, OR STC 35 glazing and hard flooring.
- Living Room: STC 33 glazing and carpet on pad, OR STC 38 glazing and hard flooring.

Group 3

1st Floor

- Bedroom: STC 32 glazing and carpet on pad, OR STC 34 glazing and hard flooring.
- Living Room: STC 33 glazing and carpet on pad, OR STC 36 glazing and hard flooring.

2nd and 3rd Floor

- Bedroom: STC 33 glazing and carpet on pad, OR STC 36 glazing and hard flooring.
- Living Room: STC 34 glazing and carpet on pad, OR STC 38 glazing and hard flooring.

Interior noise control measures required for all indicated facades of Groups 1, 2, and 3.

- Building facades shall include use of stucco with exterior sheathing and a resilient channel for hanging interior gypsum board. An alternative to RC channel is use of a staggered stud exterior wall;
- Interior gypsum wallboards and gypsum ceiling shall be 5/8";
- Saxelby Acoustics recommends that mechanical ventilation penetrations for exhaust fans not face toward Highway 65. Where feasible, these vents should be routed towards the opposite side of

the building to minimize sound intrusion to sensitive areas of the buildings. Where vents must face toward Highway 65, it is recommended that the duct work be increased in length and make as many “S” turns as feasible prior to exiting the dwelling. This separates the openings between the noise source and the living space with a long circuitous route. Each time the sound turns a corner, it is reduced slightly. Flexible duct work is preferred ducting for this noise mitigation. Where the vent exits the building, a spring-loaded flap with a gasket should be installed to reduce sound entering the duct work when the vent is not in use;

- Mechanical ventilation shall be provided to allow occupants to keep doors and windows closed for acoustic isolation;
- No Packaged Terminal Air Conditioners (PTAC’s) shall be used;
- In lieu of these measures, an interior noise control report may be prepared by a qualified acoustic engineer demonstrating that the proposed building construction would achieve the interior noise reduction requirement of up to 30 dBA.

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Appendix A: Acoustical Terminology

Acoustics	The science of sound.
Ambient Noise	The distinctive acoustical characteristics of a given space consisting of all noise sources audible at that location. In many cases, the term ambient is used to describe an existing or pre-project condition such as the setting in an environmental noise study.
ASTC	Apparent Sound Transmission Class. Similar to STC but includes sound from flanking paths and correct for room reverberation. A larger number means more attenuation. The scale, like the decibel scale for sound, is logarithmic.
Attenuation	The reduction of an acoustic signal.
A-Weighting	A frequency-response adjustment of a sound level meter that conditions the output signal to approximate human response.
Decibel or dB	Fundamental unit of sound, A Bell is defined as the logarithm of the ratio of the sound pressure squared over the reference pressure squared. A Decibel is one-tenth of a Bell.
CNEL	Community Noise Equivalent Level. Defined as the 24-hour average noise level with noise occurring during evening hours (7 - 10 p.m.) weighted by +5 dBA and nighttime hours weighted by +10 dBA.
DNL	See definition of Ldn.
IIC	Impact Insulation Class. An integer-number rating of how well a building floor attenuates impact sounds, such as footsteps. A larger number means more attenuation. The scale, like the decibel scale for sound, is logarithmic.
Frequency	The measure of the rapidity of alterations of a periodic signal, expressed in cycles per second or hertz (Hz).
Ldn	Day/Night Average Sound Level. Similar to CNEL but with no evening weighting.
Leq	Equivalent or energy-averaged sound level.
Lmax	The highest root-mean-square (RMS) sound level measured over a given period of time.
L(n)	The sound level exceeded a described percentile over a measurement period. For instance, an hourly L50 is the sound level exceeded 50% of the time during the one-hour period.
Loudness	A subjective term for the sensation of the magnitude of sound.
NIC	Noise Isolation Class. A rating of the noise reduction between two spaces. Similar to STC but includes sound from flanking paths and no correction for room reverberation.
NNIC	Normalized Noise Isolation Class. Similar to NIC but includes a correction for room reverberation.
Noise	Unwanted sound.
NRC	Noise Reduction Coefficient. NRC is a single-number rating of the sound-absorption of a material equal to the arithmetic mean of the sound-absorption coefficients in the 250, 500, 1000, and 2,000 Hz octave frequency bands rounded to the nearest multiple of 0.05. It is a representation of the amount of sound energy absorbed upon striking a particular surface. An NRC of 0 indicates perfect reflection; an NRC of 1 indicates perfect absorption.
RT60	The time it takes reverberant sound to decay by 60 dB once the source has been removed.
Sabin	The unit of sound absorption. One square foot of material absorbing 100% of incident sound has an absorption of 1 Sabin.
SEL	Sound Exposure Level. SEL is a rating, in decibels, of a discrete event, such as an aircraft flyover or train pass by, that compresses the total sound energy into a one-second event.
SPC	Speech Privacy Class. SPC is a method of rating speech privacy in buildings. It is designed to measure the degree of speech privacy provided by a closed room, indicating the degree to which conversations occurring within are kept private from listeners outside the room.
STC	Sound Transmission Class. STC is an integer rating of how well a building partition attenuates airborne sound. It is widely used to rate interior partitions, ceilings/floors, doors, windows and exterior wall configurations. The STC rating is typically used to rate the sound transmission of a specific building element when tested in laboratory conditions where flanking paths around the assembly don't exist. A larger number means more attenuation. The scale, like the decibel scale for sound, is logarithmic.
Threshold of Hearing	The lowest sound that can be perceived by the human auditory system, generally considered to be 0 dB for persons with perfect hearing.
Threshold of Pain	Approximately 120 dB above the threshold of hearing.
Impulsive	Sound of short duration, usually less than one second, with an abrupt onset and rapid decay.
Simple Tone	Any sound which can be judged as audible as a single pitch or set of single pitches.

Appendix B: Continuous Ambient Noise Measurement Results



Appendix B1: Continuous Noise Monitoring Results

Site: LT-1

Project: Shea Apartments Gibson Drive

Meter: LDL 820-7

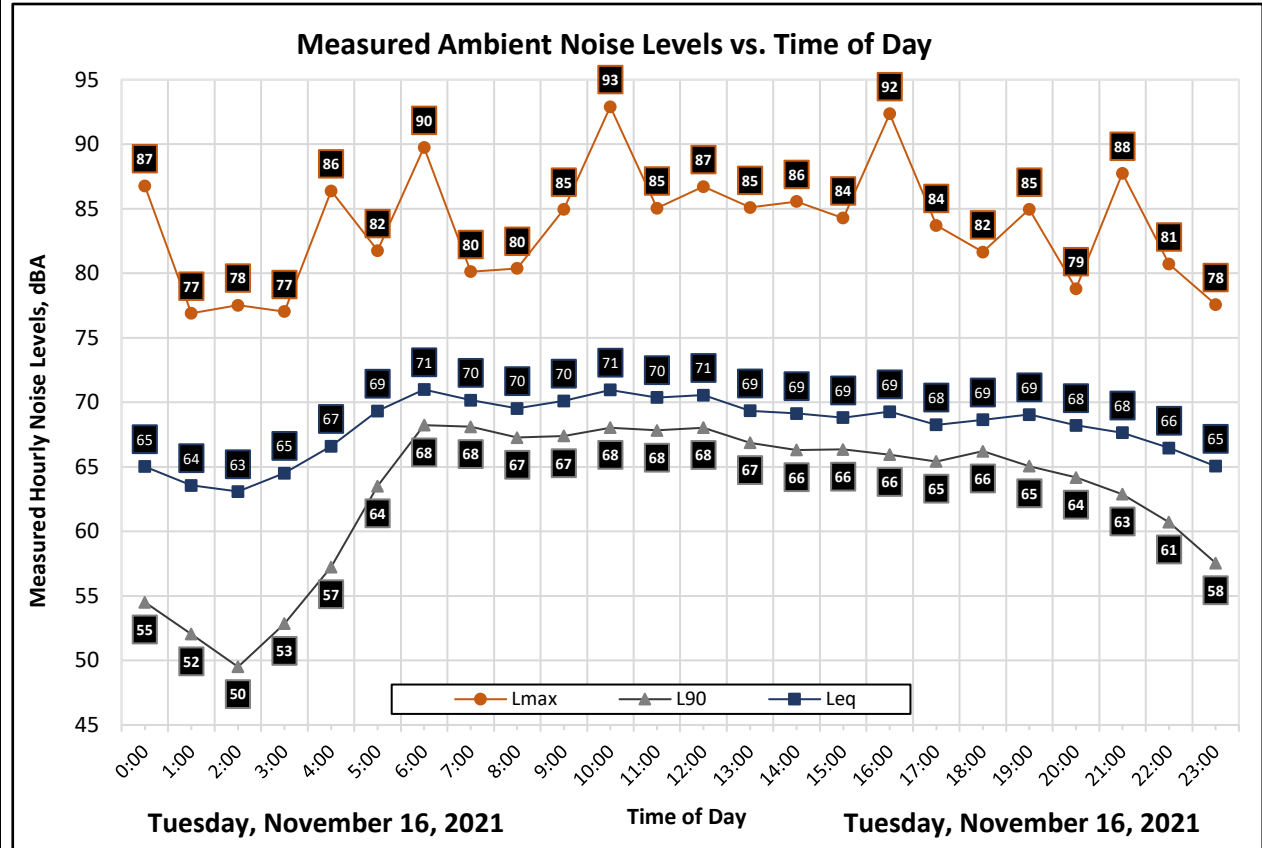
Location: Northeastern Project Boundary

Calibrator: CAL200

Coordinates: 38.78084°, -121.27375°

Date	Time	Measured Level, dBA			
		L _{eq}	L _{max}	L ₅₀	L ₉₀
Tuesday, November 16, 2021	0:00	65	87	62	55
Tuesday, November 16, 2021	1:00	64	77	61	52
Tuesday, November 16, 2021	2:00	63	78	60	50
Tuesday, November 16, 2021	3:00	65	77	62	53
Tuesday, November 16, 2021	4:00	67	86	64	57
Tuesday, November 16, 2021	5:00	69	82	69	64
Tuesday, November 16, 2021	6:00	71	90	71	68
Tuesday, November 16, 2021	7:00	70	80	70	68
Tuesday, November 16, 2021	8:00	70	80	69	67
Tuesday, November 16, 2021	9:00	70	85	69	67
Tuesday, November 16, 2021	10:00	71	93	70	68
Tuesday, November 16, 2021	11:00	70	85	70	68
Tuesday, November 16, 2021	12:00	71	87	70	68
Tuesday, November 16, 2021	13:00	69	85	69	67
Tuesday, November 16, 2021	14:00	69	86	68	66
Tuesday, November 16, 2021	15:00	69	84	68	66
Tuesday, November 16, 2021	16:00	69	92	68	66
Tuesday, November 16, 2021	17:00	68	84	67	65
Tuesday, November 16, 2021	18:00	69	82	68	66
Tuesday, November 16, 2021	19:00	69	85	68	65
Tuesday, November 16, 2021	20:00	68	79	68	64
Tuesday, November 16, 2021	21:00	68	88	67	63
Tuesday, November 16, 2021	22:00	66	81	65	61
Tuesday, November 16, 2021	23:00	65	78	64	58

Statistics	Leq	Lmax	L50	L90
Day Average	69	85	68	66
Night Average	67	82	64	57
Day Low	68	79	67	63
Day High	71	93	70	68
Night Low	63	77	60	50
Night High	71	90	71	68
Ldn	73	Day %		77
CNEL	74	Night %		23



Appendix B2: Continuous Noise Monitoring Results

Site: LT-2

Project: Shea Apartments Gibson Drive

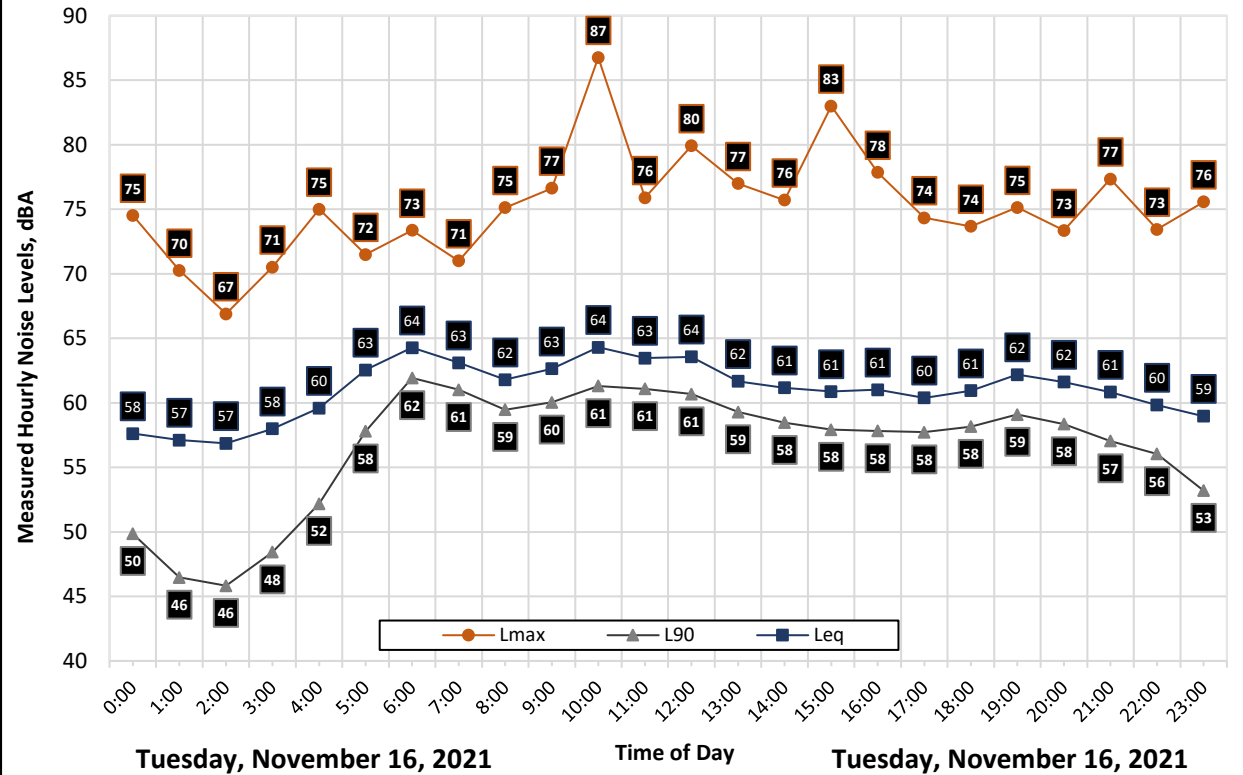
Meter: LDL 820-6

Location: Northwestern Project Boundary

Calibrator: CAL200

Coordinates: 38.78235°, -121.27761°

Measured Ambient Noise Levels vs. Time of Day



Date	Time	Measured Level, dBA			
		L _{eq}	L _{max}	L ₅₀	L ₉₀
Tuesday, November 16, 2021	0:00	58	75	56	50
Tuesday, November 16, 2021	1:00	57	70	55	46
Tuesday, November 16, 2021	2:00	57	67	55	46
Tuesday, November 16, 2021	3:00	58	71	56	48
Tuesday, November 16, 2021	4:00	60	75	58	52
Tuesday, November 16, 2021	5:00	63	72	62	58
Tuesday, November 16, 2021	6:00	64	73	64	62
Tuesday, November 16, 2021	7:00	63	71	63	61
Tuesday, November 16, 2021	8:00	62	75	61	59
Tuesday, November 16, 2021	9:00	63	77	62	60
Tuesday, November 16, 2021	10:00	64	87	63	61
Tuesday, November 16, 2021	11:00	63	76	63	61
Tuesday, November 16, 2021	12:00	64	80	63	61
Tuesday, November 16, 2021	13:00	62	77	61	59
Tuesday, November 16, 2021	14:00	61	76	60	58
Tuesday, November 16, 2021	15:00	61	83	60	58
Tuesday, November 16, 2021	16:00	61	78	60	58
Tuesday, November 16, 2021	17:00	60	74	60	58
Tuesday, November 16, 2021	18:00	61	74	60	58
Tuesday, November 16, 2021	19:00	62	75	62	59
Tuesday, November 16, 2021	20:00	62	73	61	58
Tuesday, November 16, 2021	21:00	61	77	60	57
Tuesday, November 16, 2021	22:00	60	73	59	56
Tuesday, November 16, 2021	23:00	59	76	58	53

Statistics

	Leq	Lmax	L50	L90
Day Average	62	77	61	59
Night Average	60	72	58	52
Day Low	60	71	60	57
Day High	64	87	63	61
Night Low	57	67	55	46
Night High	64	76	64	62
Ldn	67	Day %		75
CNEL	67	Night %		25



Appendix C: Interior Noise Calculation Inputs and Results

Appendix C1: Interior Noise Calculation Sheet

Project: 211109 Shea Apartments
Room Description: B2 Bedroom 1 (Corner)

Inputs

Parallel Exterior level, dBA: 63.2 Ldn
Correction Factor, dBA: 3
Noise Source: Freeway Traffic - I80 Roseville @ 65
Room Perimeter, ft: 46
Room Area, ft: 134
Room Height, ft: 9
Transmitting Panel Length, ft: 23
Window & Door Area, ft: 45

Ceiling Finish: Gyp Board
Ceiling, sf: 134
Wall Finish 1: Gyp Board
Wall Finish 1, sf: 372
Wall Finish 2: Glass
Wall Finish 2, sf: 45.2
Floor: Marble or glazed tile
Floor, sf: 134
Misc. Finish: Soft Furnishings
Misc. Finish, sf: 25

Transmitting Element 1: Wall - 0.5" OSB, One Coat Stucco, RC

Element 1, sf: 163

Transmitting Element 2: Window - WPI 9011 Pic. Win. STC 27

Element 2, sf: 45

Transmitting Element 3:

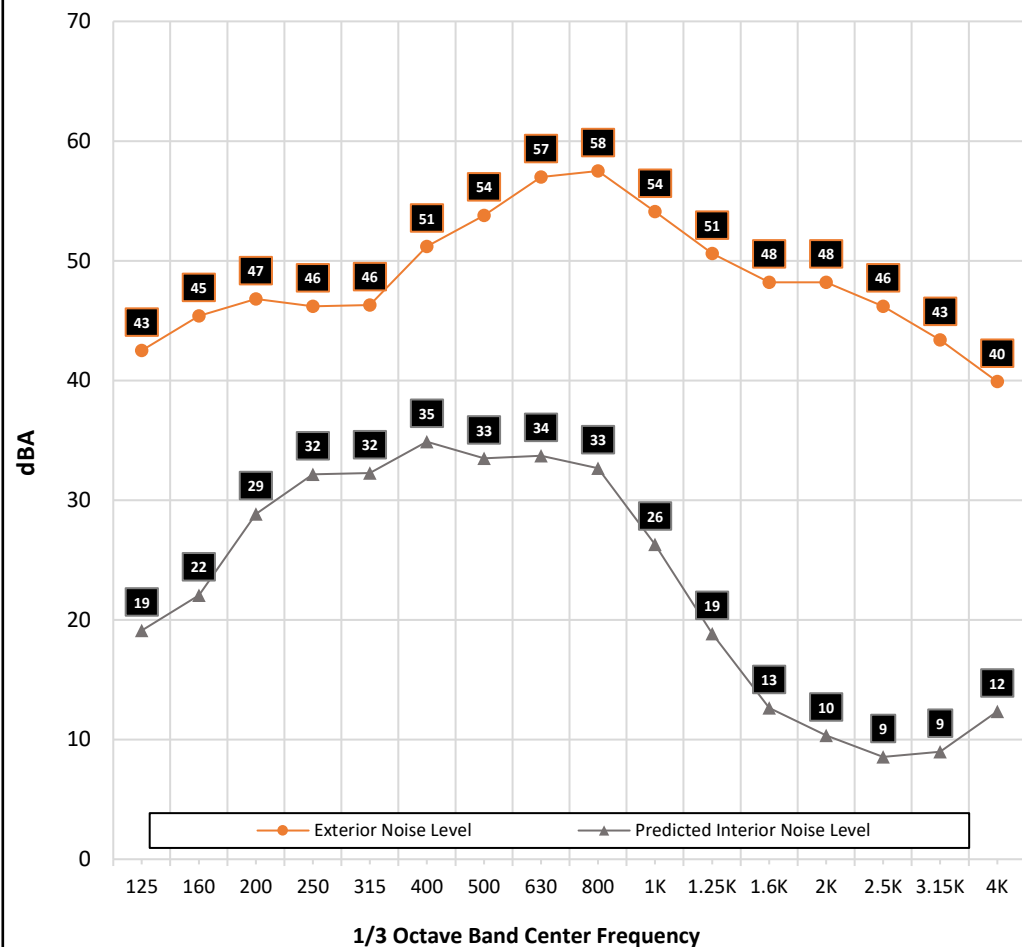
Element 3, sf:

Transmitting Element 4:

Element 4, sf:

Predicted Interior Noise Level, dBA: 42

Noise Reduction, dBA: -22



Appendix C2: Interior Noise Calculation Sheet

Project: 211109 Shea Apartments

Room Description: B1 Living

Inputs

Parallel Exterior level, dBA: 63.2 Ldn
 Correction Factor, dBA: 3
 Noise Source: Freeway Traffic - I80 Roseville @ 65
 Room Perimeter, ft: 73
 Room Area, ft: 309
 Room Height, ft: 9
 Transmitting Panel Length, ft: 30
 Window & Door Area, ft: 110

Ceiling Finish: Gyp Board
 Ceiling, sf: 309
 Wall Finish 1: Gyp Board
 Wall Finish 1, sf: 569
 Wall Finish 2: Glass
 Wall Finish 2, sf: 85.7
 Floor: Marble or glazed tile
 Floor, sf: 309
 Misc. Finish: Soft Furnishings
 Misc. Finish, sf: 25

Transmitting Element 1: Wall - 0.5" OSB, One Coat Stucco, RC

Element 1, sf: 160

Transmitting Element 2: Window - WPI 9011 Pic. Win. STC 27

Element 2, sf: 86

Transmitting Element 3: Window - WPI 9011 Pic. Win. STC 27

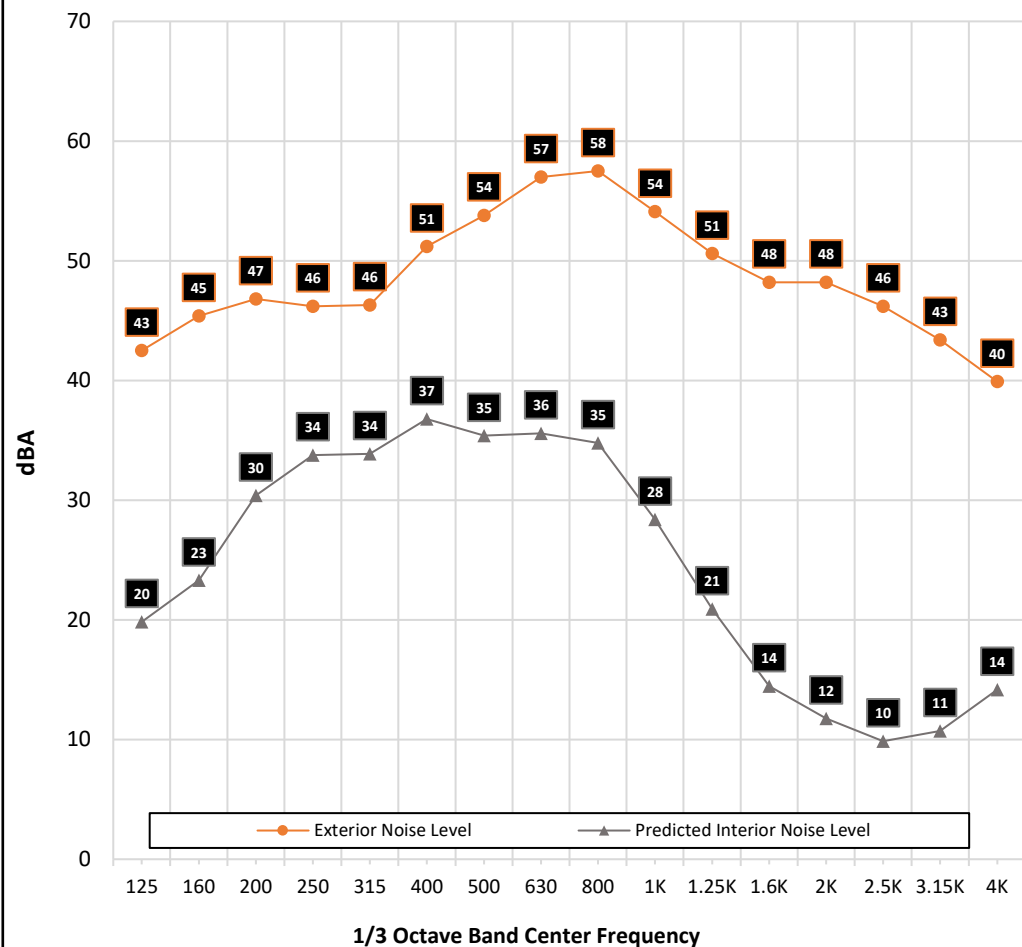
Element 3, sf: 24

Transmitting Element 4:

Element 4, sf:

Predicted Interior Noise Level, dBA: 43

Noise Reduction, dBA: -20



Appendix C3: Interior Noise Calculation Sheet

Project: 211109 Shea Apartments
Room Description: B2 Bedroom 1 (Corner)

Inputs

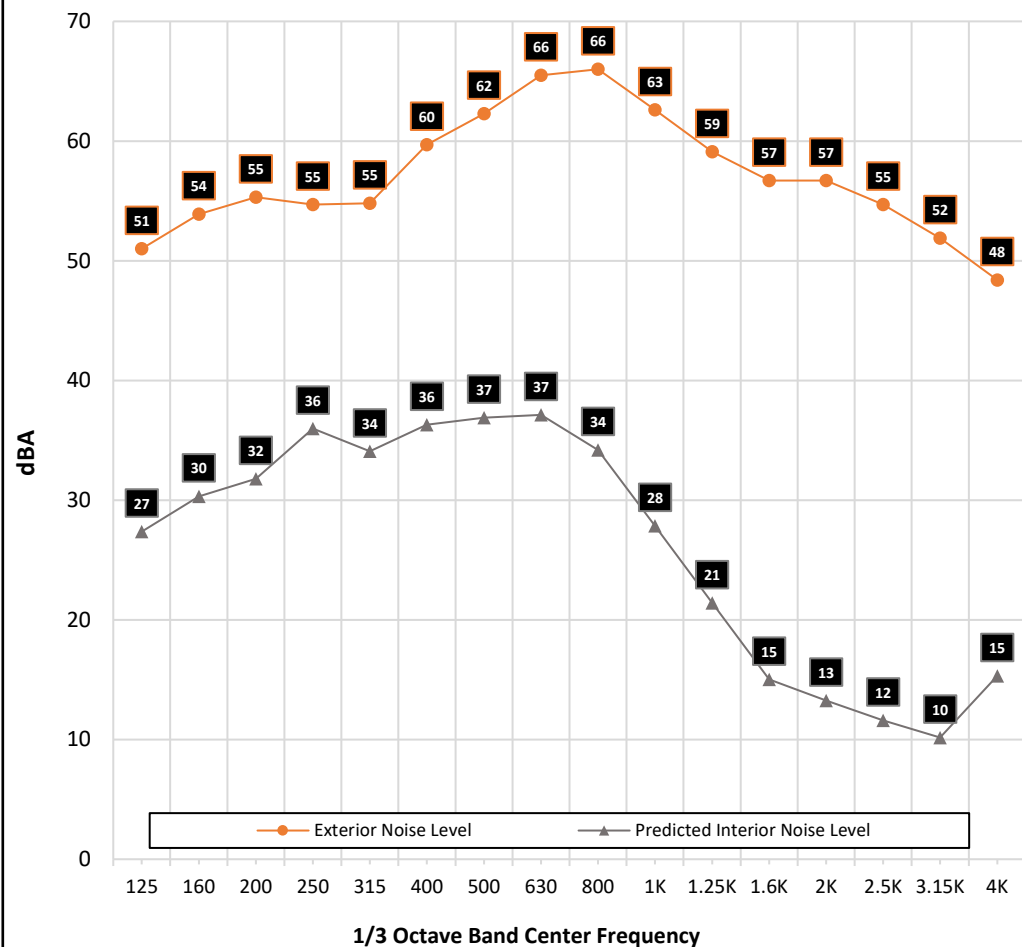
Parallel Exterior level, dBA: 71.7 Ldn
Correction Factor, dBA: 3
Noise Source: Freeway Traffic - I80 Roseville @ 65
Room Perimeter, ft: 46
Room Area, ft: 134
Room Height, ft: 9
Transmitting Panel Length, ft: 23
Window & Door Area, ft: 45

Ceiling Finish: Gyp Board
Ceiling, sf: 134
Wall Finish 1: Gyp Board
Wall Finish 1, sf: 372
Wall Finish 2: Glass
Wall Finish 2, sf: 45.2
Floor: Carpet, latex backing on foam pad
Floor, sf: 134
Misc. Finish: Soft Furnishings
Misc. Finish, sf: 25

Transmitting Element 1: Wall - 0.5" OSB, One Coat Stucco, RC
Element 1, sf: 163
Transmitting Element 2: Window - Millgard 910 1/8*1/8 STC 30
Element 2, sf: 45
Transmitting Element 3:
Element 3, sf:
Transmitting Element 4:
Element 4, sf:

Predicted Interior Noise Level, dBA: 44

Noise Reduction, dBA: -27



Appendix C4: Interior Noise Calculation Sheet

Project: 211109 Shea Apartments
Room Description: B2 Bedroom 1 (Corner)

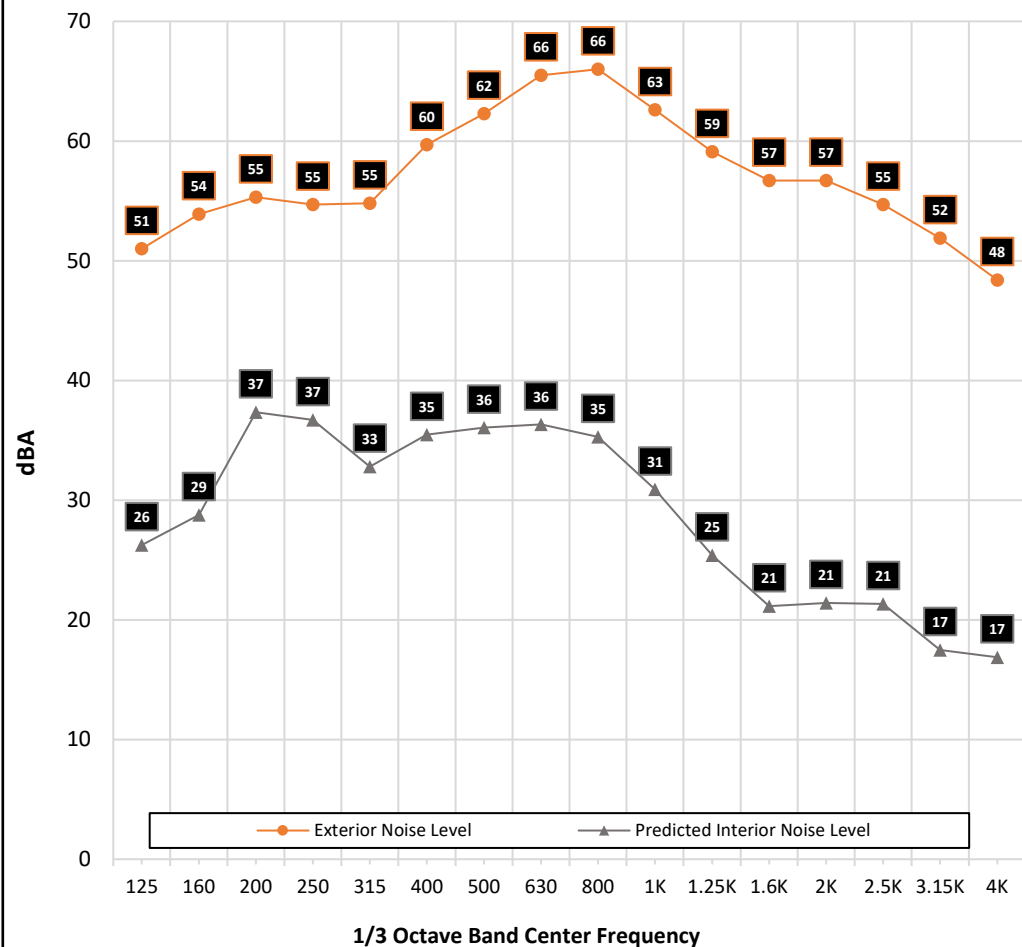
Inputs

Parallel Exterior level, dBA: 71.7 Ldn
Correction Factor, dBA: 3
Noise Source: Freeway Traffic - I80 Roseville @ 65
Room Perimeter, ft: 46
Room Area, ft: 134
Room Height, ft: 9
Transmitting Panel Length, ft: 23
Window & Door Area, ft: 45

Ceiling Finish: Gyp Board
Ceiling, sf: 134
Wall Finish 1: Gyp Board
Wall Finish 1, sf: 372
Wall Finish 2: Glass
Wall Finish 2, sf: 45.2
Floor: Marble or glazed tile
Floor, sf: 134
Misc. Finish: Soft Furnishings
Misc. Finish, sf: 25

Transmitting Element 1: Wall - 0.5" OSB, One Coat Stucco, RC
Element 1, sf: 163
Transmitting Element 2: Window - WPI Model 9100HS STC 32
Element 2, sf: 45
Transmitting Element 3:
Element 3, sf:
Transmitting Element 4:
Element 4, sf:

Predicted Interior Noise Level, dBA: 45
Noise Reduction, dBA: -27



Appendix C5: Interior Noise Calculation Sheet

Project: 211109 Shea Apartments

Room Description: B1 Living

Inputs

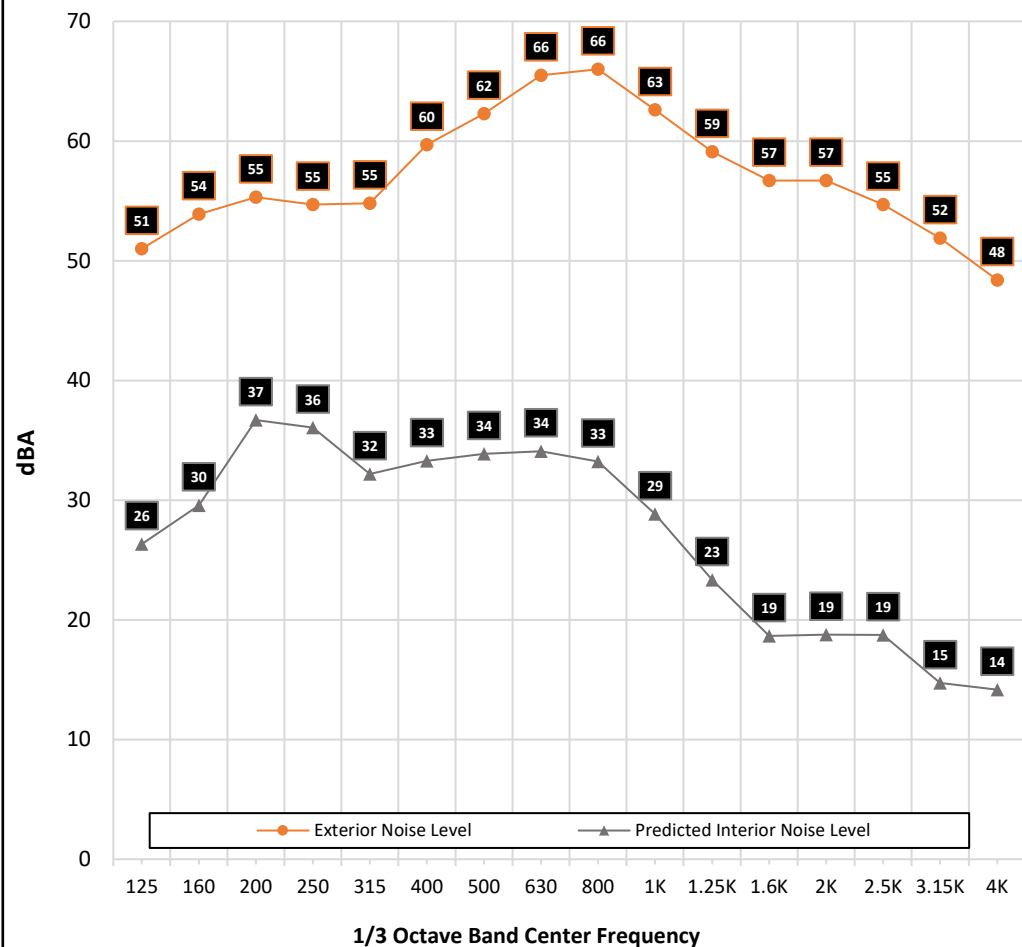
Parallel Exterior level, dBA: 71.7 Ldn
 Correction Factor, dBA: 3
 Noise Source: Freeway Traffic - I80 Roseville @ 65
 Room Perimeter, ft: 73
 Room Area, ft: 309
 Room Height, ft: 9
 Transmitting Panel Length, ft: 30
 Window & Door Area, ft: 110

Ceiling Finish: Gyp Board
 Ceiling, sf: 309
 Wall Finish 1: Gyp Board
 Wall Finish 1, sf: 569
 Wall Finish 2: Glass
 Wall Finish 2, sf: 85.7
 Floor: Carpet, latex backing on foam pad
 Floor, sf: 309
 Misc. Finish: Soft Furnishings
 Misc. Finish, sf: 25

Transmitting Element 1: Wall - 0.5" OSB, One Coat Stucco, RC
 Element 1, sf: 160
 Transmitting Element 2: Window - WPI Model 9100HS STC 32
 Element 2, sf: 86
 Transmitting Element 3: Window - WPI Model 9100HS STC 32
 Element 3, sf: 24
 Transmitting Element 4:
 Element 4, sf:

Predicted Interior Noise Level, dBA: 43

Noise Reduction, dBA: -28



Appendix C6: Interior Noise Calculation Sheet

Project: 211109 Shea Apartments

Room Description: B1 Living

Inputs

Parallel Exterior level, dBA: 71.7 Ldn
 Correction Factor, dBA: 3
 Noise Source: Freeway Traffic - I80 Roseville @ 65
 Room Perimeter, ft: 73
 Room Area, ft: 309
 Room Height, ft: 9
 Transmitting Panel Length, ft: 30
 Window & Door Area, ft: 110

Ceiling Finish: Gyp Board
 Ceiling, sf: 309
 Wall Finish 1: Gyp Board
 Wall Finish 1, sf: 569
 Wall Finish 2: Glass
 Wall Finish 2, sf: 85.7
 Floor: Marble or glazed tile
 Floor, sf: 309
 Misc. Finish: Soft Furnishings
 Misc. Finish, sf: 25

Transmitting Element 1: Wall - 0.5" OSB, One Coat Stucco, RC

Element 1, sf: 160

Transmitting Element 2: Window - Quiet Home STC 34

Element 2, sf: 86

Transmitting Element 3: Window - Quiet Home STC 34

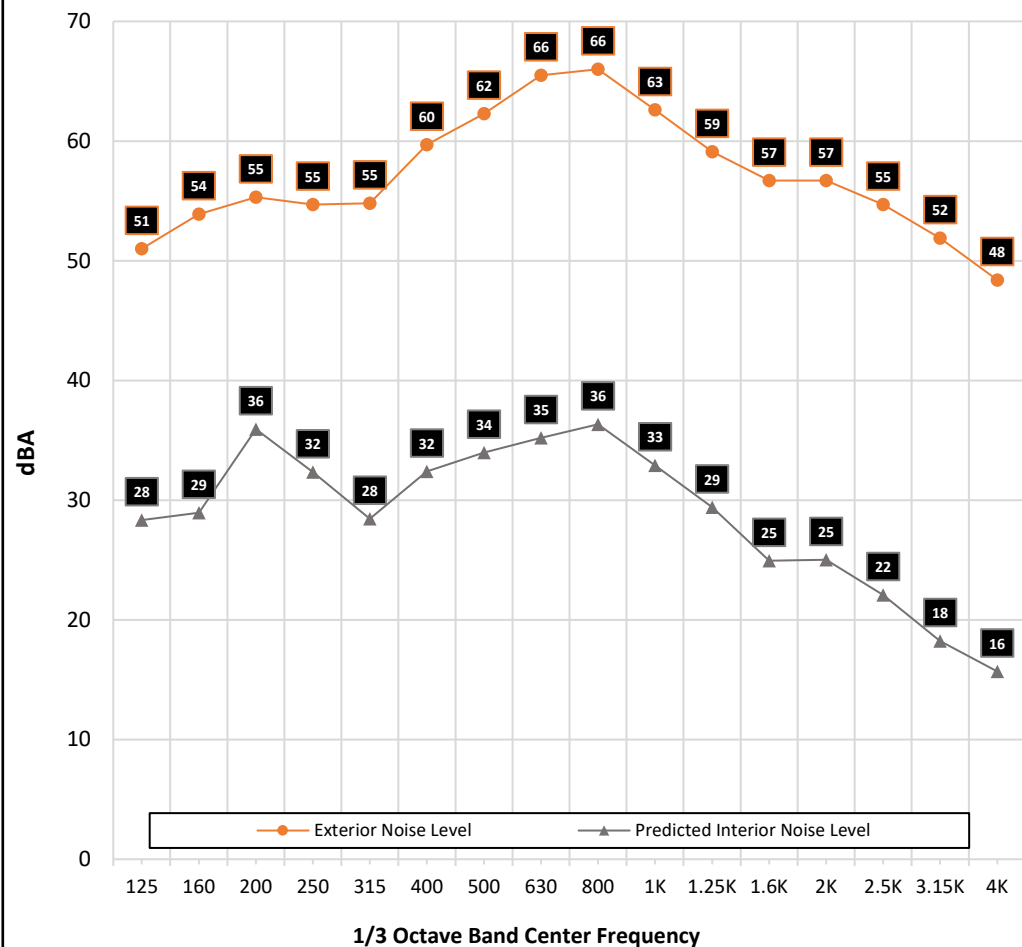
Element 3, sf: 24

Transmitting Element 4:

Element 4, sf:

Predicted Interior Noise Level, dBA: 44

Noise Reduction, dBA: -28



Appendix C7: Interior Noise Calculation Sheet

Project: 211109 Shea Apartments
Room Description: B2 Bedroom 1 (Corner)

Inputs

Parallel Exterior level, dBA: 71.0 Ldn
Correction Factor, dBA: 3
Noise Source: Freeway Traffic - I80 Roseville @ 65
Room Perimeter, ft: 46
Room Area, ft: 134
Room Height, ft: 9
Transmitting Panel Length, ft: 23
Window & Door Area, ft: 45

Ceiling Finish: Gyp Board
Ceiling, sf: 134
Wall Finish 1: Gyp Board
Wall Finish 1, sf: 372
Wall Finish 2: Glass
Wall Finish 2, sf: 45.2
Floor: Carpet, latex backing on foam pad
Floor, sf: 134
Misc. Finish: Soft Furnishings
Misc. Finish, sf: 25

Transmitting Element 1: Wall - 0.5" OSB, One Coat Stucco, RC
Element 1, sf: 163

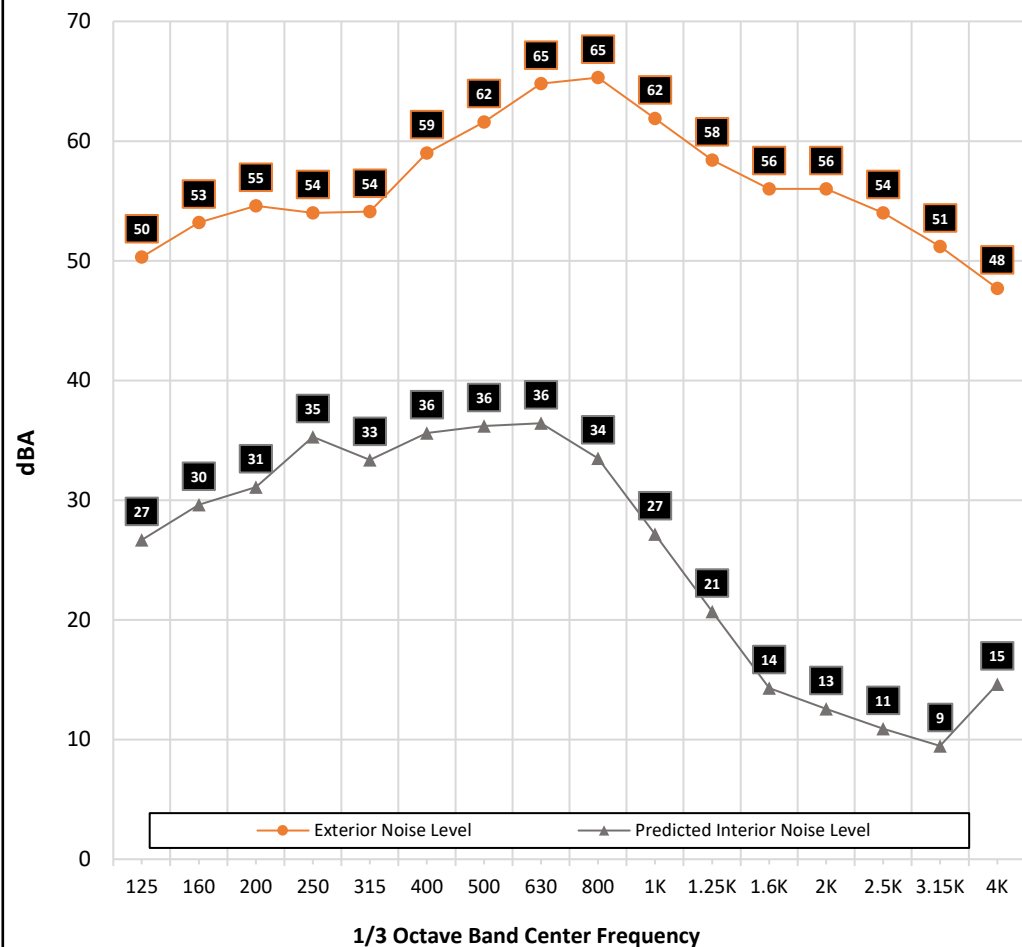
Transmitting Element 2: Window - Millgard 910 1/8*1/8 STC 30
Element 2, sf: 45

Transmitting Element 3:
Element 3, sf:

Transmitting Element 4:
Element 4, sf:

Predicted Interior Noise Level, dBA: 44

Noise Reduction, dBA: -27



Appendix C8: Interior Noise Calculation Sheet

Project: 211109 Shea Apartments
Room Description: B2 Bedroom 1 (Corner)

Inputs

Parallel Exterior level, dBA: 71.0 Ldn
Correction Factor, dBA: 3
Noise Source: Freeway Traffic - I80 Roseville @ 65
Room Perimeter, ft: 46
Room Area, ft: 134
Room Height, ft: 9
Transmitting Panel Length, ft: 23
Window & Door Area, ft: 45

Ceiling Finish: Gyp Board
Ceiling, sf: 134
Wall Finish 1: Gyp Board
Wall Finish 1, sf: 372
Wall Finish 2: Glass
Wall Finish 2, sf: 45.2
Floor: Marble or glazed tile
Floor, sf: 134
Misc. Finish: Soft Furnishings
Misc. Finish, sf: 25

Transmitting Element 1: Wall - 0.5" OSB, One Coat Stucco, RC

Element 1, sf: 163

Transmitting Element 2: Window - WPI Model 9100HS STC 31

Element 2, sf: 45

Transmitting Element 3:

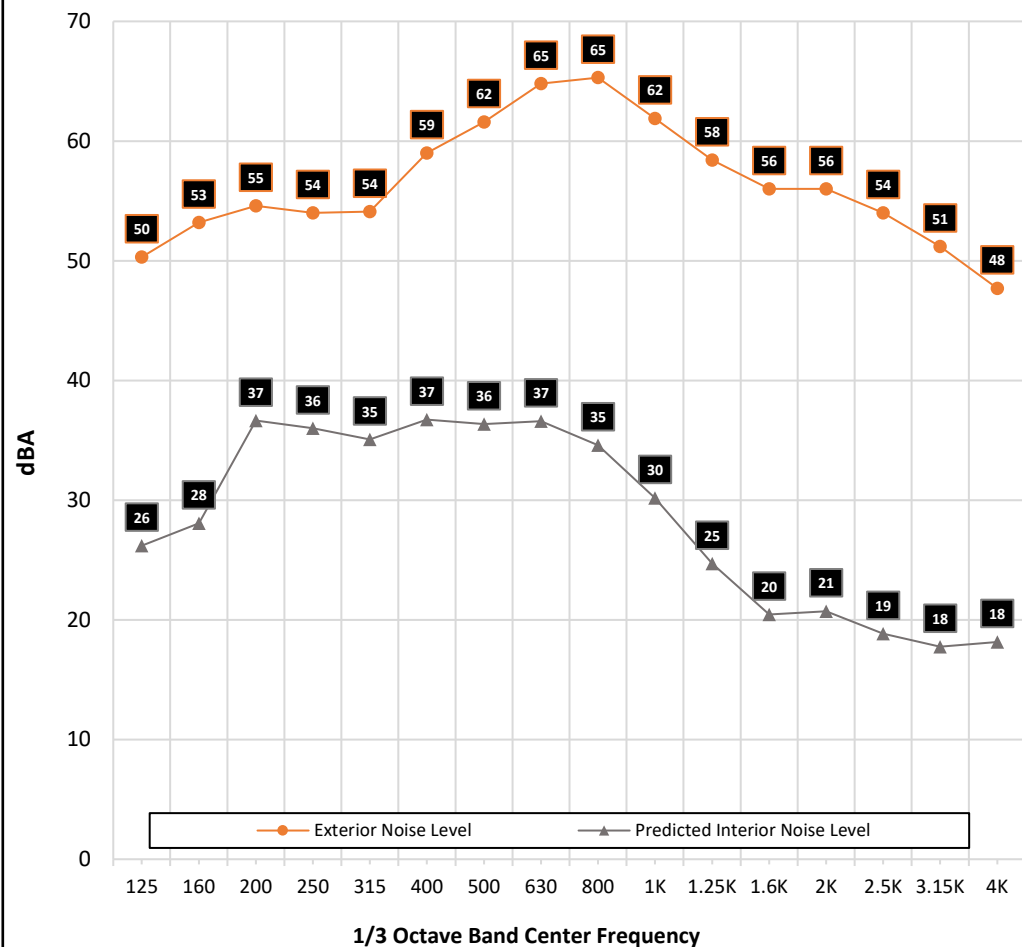
Element 3, sf:

Transmitting Element 4:

Element 4, sf:

Predicted Interior Noise Level, dBA: 45

Noise Reduction, dBA: -26



Appendix C9: Interior Noise Calculation Sheet

Project: 211109 Shea Apartments

Room Description: B1 Living

Inputs

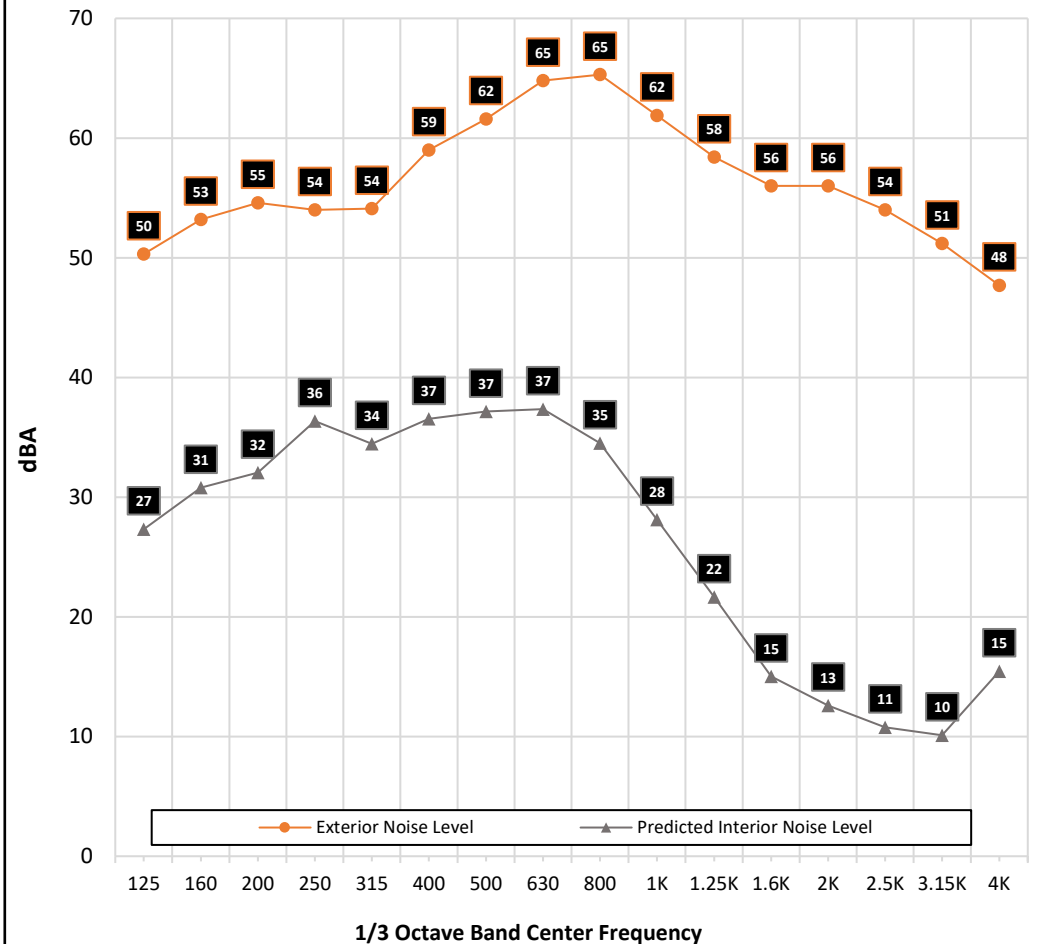
Parallel Exterior level, dBA: 71.0 Ldn
 Correction Factor, dBA: 3
 Noise Source: Freeway Traffic - I80 Roseville @ 65
 Room Perimeter, ft: 73
 Room Area, ft: 309
 Room Height, ft: 9
 Transmitting Panel Length, ft: 30
 Window & Door Area, ft: 110

Ceiling Finish: Gyp Board
 Ceiling, sf: 309
 Wall Finish 1: Gyp Board
 Wall Finish 1, sf: 569
 Wall Finish 2: Glass
 Wall Finish 2, sf: 85.7
 Floor: Carpet, latex backing on foam pad
 Floor, sf: 309
 Misc. Finish: Soft Furnishings
 Misc. Finish, sf: 25

Transmitting Element 1: Wall - 0.5" OSB, One Coat Stucco, RC
 Element 1, sf: 160
 Transmitting Element 2: Window - Millgard 910 1/8*1/8 STC 30
 Element 2, sf: 86
 Transmitting Element 3: Window - Millgard 910 1/8*1/8 STC 30
 Element 3, sf: 24
 Transmitting Element 4:
 Element 4, sf:

Predicted Interior Noise Level, dBA: 45

Noise Reduction, dBA: -26



Appendix C10: Interior Noise Calculation Sheet

Project: 211109 Shea Apartments

Room Description: B1 Living

Inputs

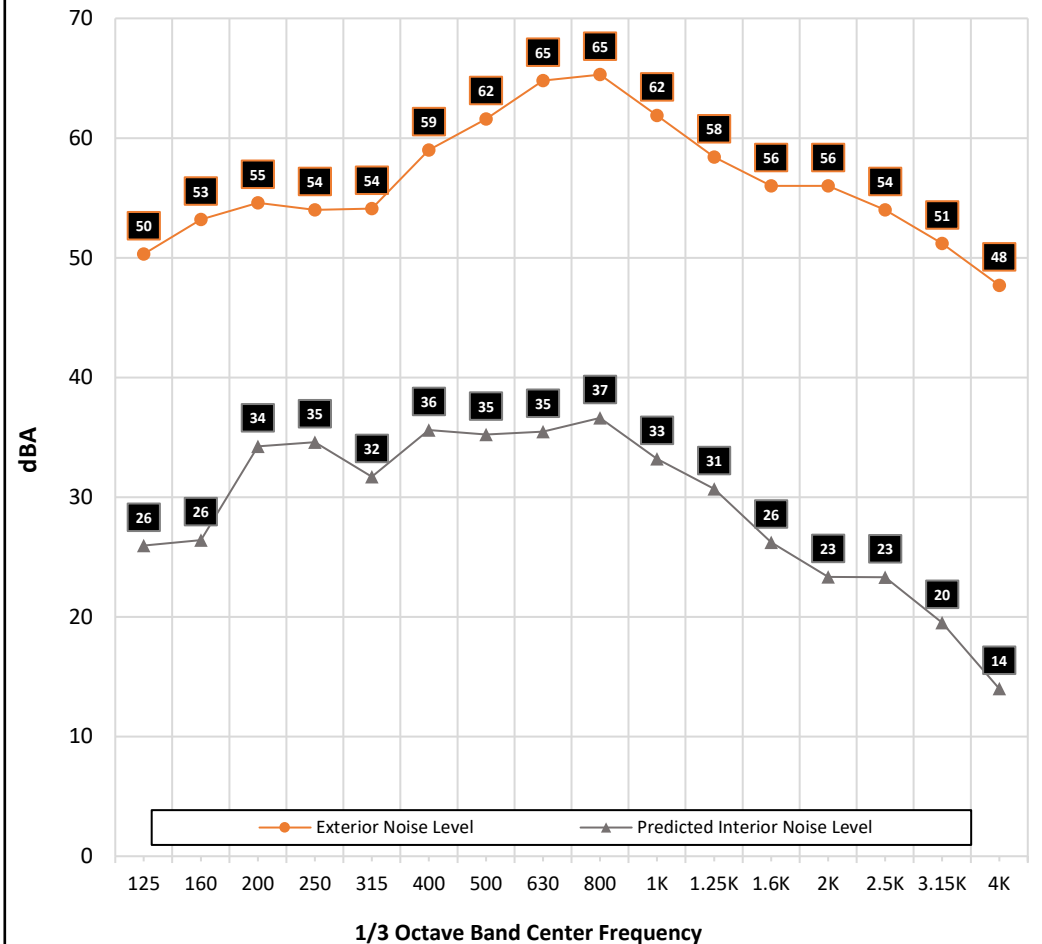
Parallel Exterior level, dBA: 71.0 Ldn
 Correction Factor, dBA: 3
 Noise Source: Freeway Traffic - I80 Roseville @ 65
 Room Perimeter, ft: 73
 Room Area, ft: 309
 Room Height, ft: 9
 Transmitting Panel Length, ft: 30
 Window & Door Area, ft: 110

Ceiling Finish: Gyp Board
 Ceiling, sf: 309
 Wall Finish 1: Gyp Board
 Wall Finish 1, sf: 569
 Wall Finish 2: Glass
 Wall Finish 2, sf: 85.7
 Floor: Marble or glazed tile
 Floor, sf: 309
 Misc. Finish: Soft Furnishings
 Misc. Finish, sf: 25

Transmitting Element 1: Wall - 0.5" OSB, One Coat Stucco, RC
 Element 1, sf: 160
 Transmitting Element 2: Window - Millgard 6610PD Patio Door STC 33
 Element 2, sf: 86
 Transmitting Element 3: Window - Millgard 6610PD Patio Door STC 33
 Element 3, sf: 24
 Transmitting Element 4:
 Element 4, sf:

Predicted Interior Noise Level, dBA: 44

Noise Reduction, dBA: -27



Appendix C11: Interior Noise Calculation Sheet

Project: 211109 Shea Apartments
Room Description: B2 Bedroom 1 (Corner)

Inputs

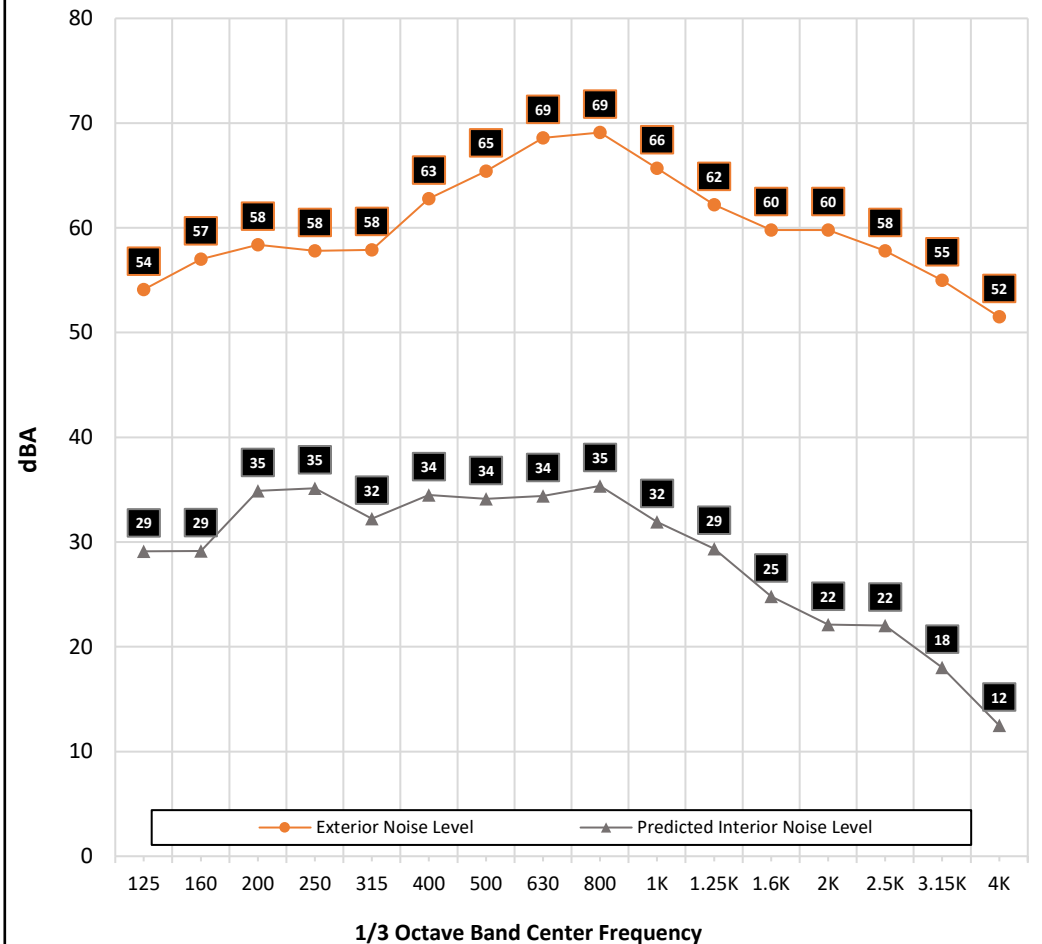
Parallel Exterior level, dBA: 74.8 Ldn
Correction Factor, dBA: 3
Noise Source: Freeway Traffic - I80 Roseville @ 65
Room Perimeter, ft: 46
Room Area, ft: 134
Room Height, ft: 9
Transmitting Panel Length, ft: 23
Window & Door Area, ft: 45

Ceiling Finish: Gyp Board
Ceiling, sf: 134
Wall Finish 1: Gyp Board
Wall Finish 1, sf: 372
Wall Finish 2: Glass
Wall Finish 2, sf: 45.2
Floor: Carpet, latex backing on foam pad
Floor, sf: 134
Misc. Finish: Soft Furnishings
Misc. Finish, sf: 25

Transmitting Element 1: Wall - 0.5" OSB, One Coat Stucco, RC
Element 1, sf: 163
Transmitting Element 2: Window - Millgard 6610PD Patio Door STC 33
Element 2, sf: 45
Transmitting Element 3:
Element 3, sf:
Transmitting Element 4:
Element 4, sf:

Predicted Interior Noise Level, dBA: 44

Noise Reduction, dBA: -31



Appendix C12: Interior Noise Calculation Sheet

Project: 211109 Shea Apartments
Room Description: B2 Bedroom 1 (Corner)

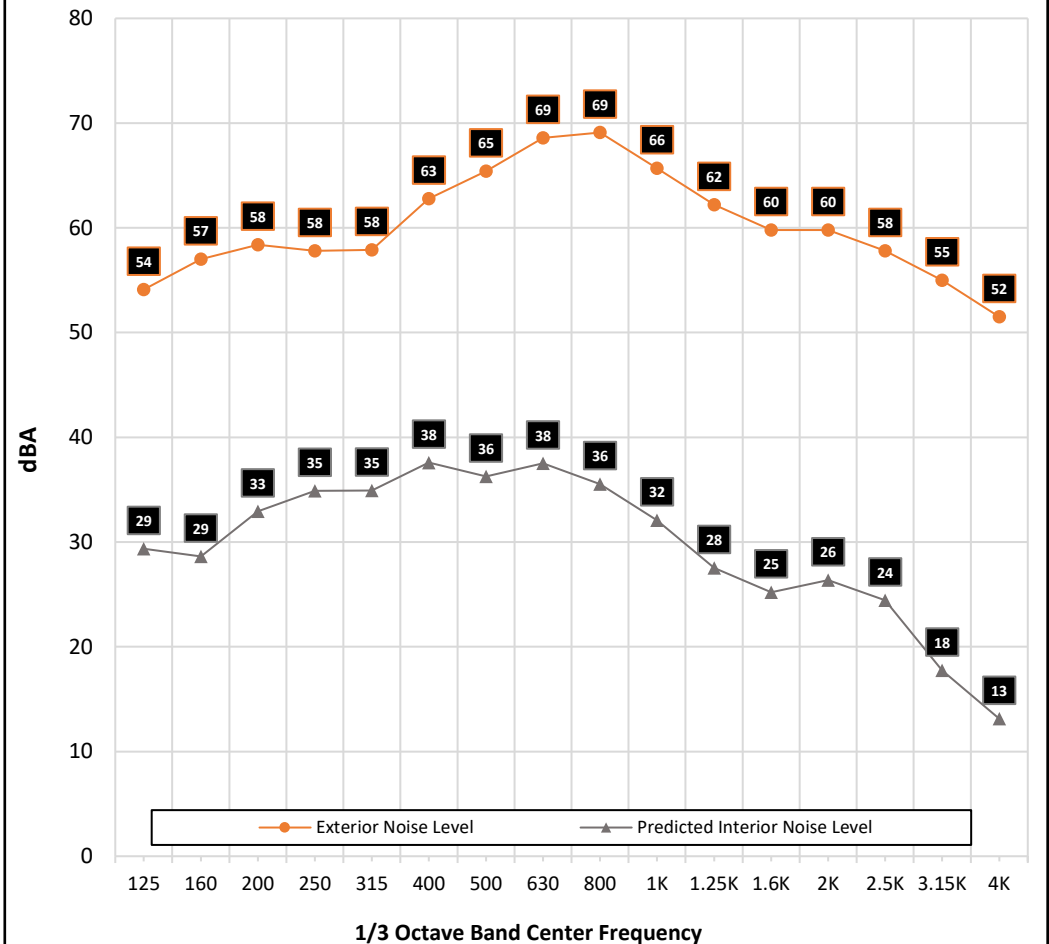
Inputs

Parallel Exterior level, dBA: 74.8 Ldn
Correction Factor, dBA: 3
Noise Source: Freeway Traffic - I80 Roseville @ 65
Room Perimeter, ft: 46
Room Area, ft: 134
Room Height, ft: 9
Transmitting Panel Length, ft: 23
Window & Door Area, ft: 45

Ceiling Finish: Gyp Board
Ceiling, sf: 134
Wall Finish 1: Gyp Board
Wall Finish 1, sf: 372
Wall Finish 2: Glass
Wall Finish 2, sf: 45.2
Floor: Marble or glazed tile
Floor, sf: 134
Misc. Finish: Soft Furnishings
Misc. Finish, sf: 25

Transmitting Element 1: Wall - 0.5" OSB, One Coat Stucco, RC
Element 1, sf: 163
Transmitting Element 2: Window - Millgard 6110 STC 35
Element 2, sf: 45
Transmitting Element 3:
Element 3, sf:
Transmitting Element 4:
Element 4, sf:

Predicted Interior Noise Level, dBA: 45
Noise Reduction, dBA: -30



Appendix C13: Interior Noise Calculation Sheet

Project: 211109 Shea Apartments

Room Description: B1 Living

Inputs

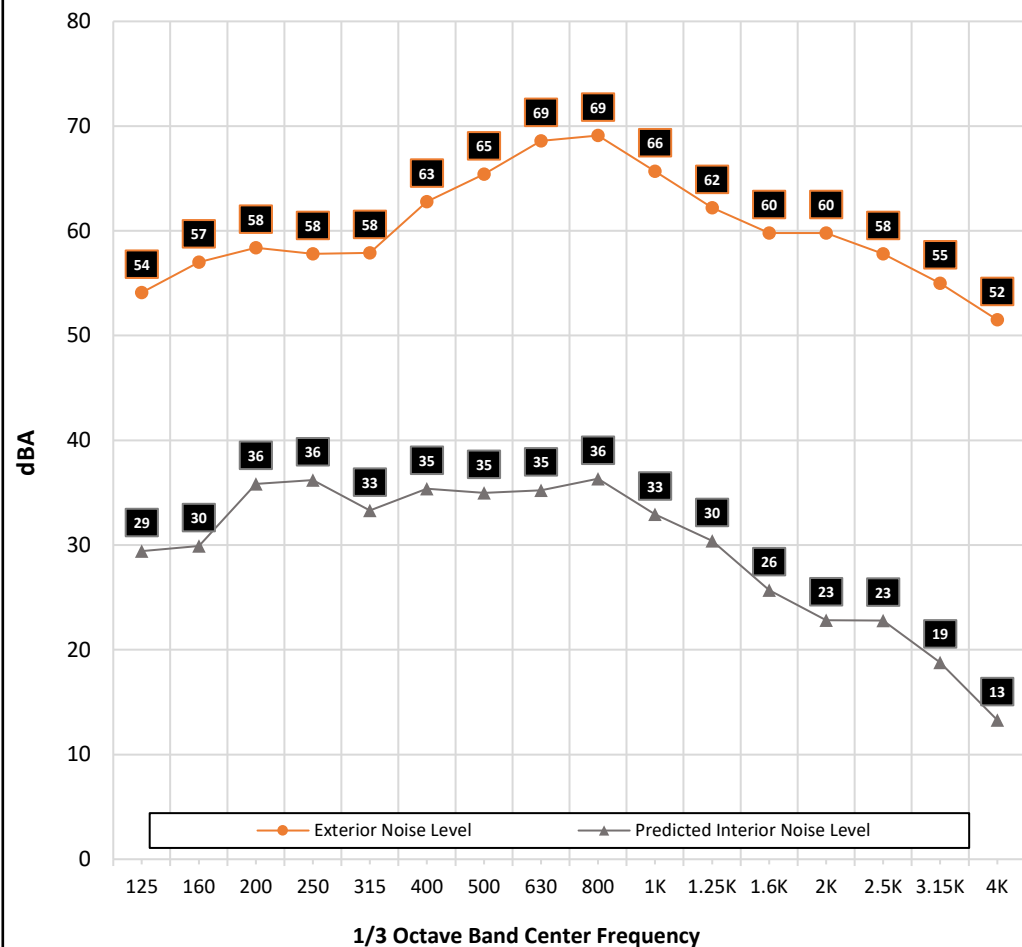
Parallel Exterior level, dBA: 74.8 Ldn
 Correction Factor, dBA: 3
 Noise Source: Freeway Traffic - I80 Roseville @ 65
 Room Perimeter, ft: 73
 Room Area, ft: 309
 Room Height, ft: 9
 Transmitting Panel Length, ft: 30
 Window & Door Area, ft: 110

Ceiling Finish: Gyp Board
 Ceiling, sf: 309
 Wall Finish 1: Gyp Board
 Wall Finish 1, sf: 569
 Wall Finish 2: Glass
 Wall Finish 2, sf: 85.7
 Floor: Carpet, latex backing on foam pad
 Floor, sf: 309
 Misc. Finish: Soft Furnishings
 Misc. Finish, sf: 25

Transmitting Element 1: Wall - 0.5" OSB, One Coat Stucco, RC
 Element 1, sf: 160
 Transmitting Element 2: Window - Millgard 6610PD Patio Door STC 33
 Element 2, sf: 86
 Transmitting Element 3: Window - Millgard 6610PD Patio Door STC 33
 Element 3, sf: 24
 Transmitting Element 4:
 Element 4, sf:

Predicted Interior Noise Level, dBA: 45

Noise Reduction, dBA: -30



Appendix C14: Interior Noise Calculation Sheet

Project: 211109 Shea Apartments

Room Description: B1 Living

Inputs

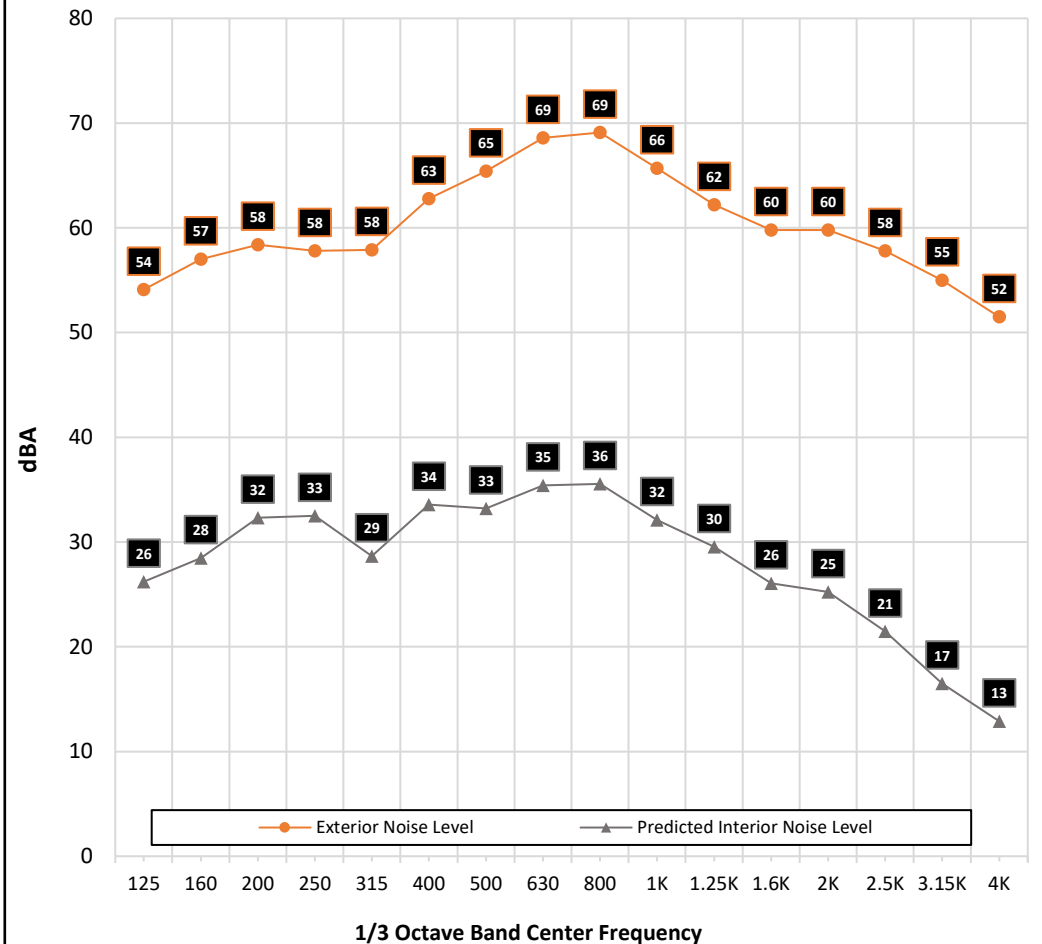
Parallel Exterior level, dBA: 74.8 Ldn
 Correction Factor, dBA: 3
 Noise Source: Freeway Traffic - I80 Roseville @ 65
 Room Perimeter, ft: 73
 Room Area, ft: 309
 Room Height, ft: 9
 Transmitting Panel Length, ft: 30
 Window & Door Area, ft: 110

Ceiling Finish: Gyp Board
 Ceiling, sf: 309
 Wall Finish 1: Gyp Board
 Wall Finish 1, sf: 569
 Wall Finish 2: Glass
 Wall Finish 2, sf: 85.7
 Floor: Marble or glazed tile
 Floor, sf: 309
 Misc. Finish: Soft Furnishings
 Misc. Finish, sf: 25

Transmitting Element 1: Wall - 0.5" OSB, One Coat Stucco, RC
 Element 1, sf: 160
 Transmitting Element 2: Window - Quiet Home STC 38
 Element 2, sf: 86
 Transmitting Element 3: Window - Quiet Home STC 38
 Element 3, sf: 24
 Transmitting Element 4:
 Element 4, sf:

Predicted Interior Noise Level, dBA: 43

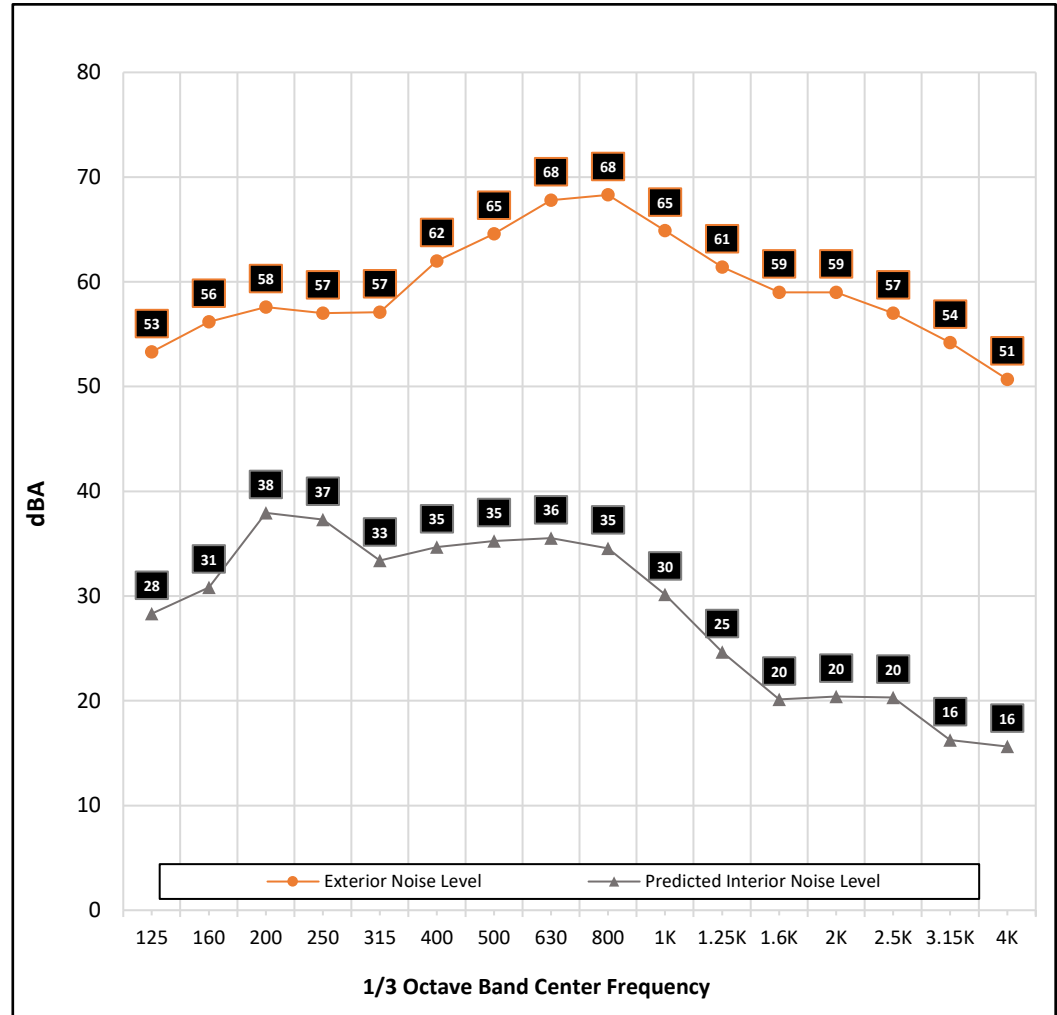
Noise Reduction, dBA: -32



Appendix C15: Interior Noise Calculation Sheet

Project: 211109 Shea Apartments
Room Description: B2 Bedroom 1 (Corner)

Inputs	
Parallel Exterior level, dBA:	74.0 Ldn
Correction Factor, dBA:	3
Noise Source:	Freeway Traffic - I80 Roseville @ 65
Room Perimeter, ft:	46
Room Area, ft:	134
Room Height, ft:	9
Transmitting Panel Length, ft:	23
Window & Door Area, ft:	45
Ceiling Finish:	Gyp Board
Ceiling, sf:	134
Wall Finish 1:	Gyp Board
Wall Finish 1, sf:	372
Wall Finish 2:	Glass
Wall Finish 2, sf:	45.2
Floor:	Carpet, latex backing on foam pad
Floor, sf:	134
Misc. Finish:	Soft Furnishings
Misc. Finish, sf:	25
Transmitting Element 1:	Wall - 0.5" OSB, One Coat Stucco, RC
Element 1, sf:	163
Transmitting Element 2:	Window - WPI Model 9100HS STC 32
Element 2, sf:	45
Transmitting Element 3:	
Element 3, sf:	
Transmitting Element 4:	
Element 4, sf:	
Predicted Interior Noise Level, dBA: 45	
Noise Reduction, dBA: -29	



Appendix C16: Interior Noise Calculation Sheet

Project: 211109 Shea Apartments
Room Description: B2 Bedroom 1 (Corner)

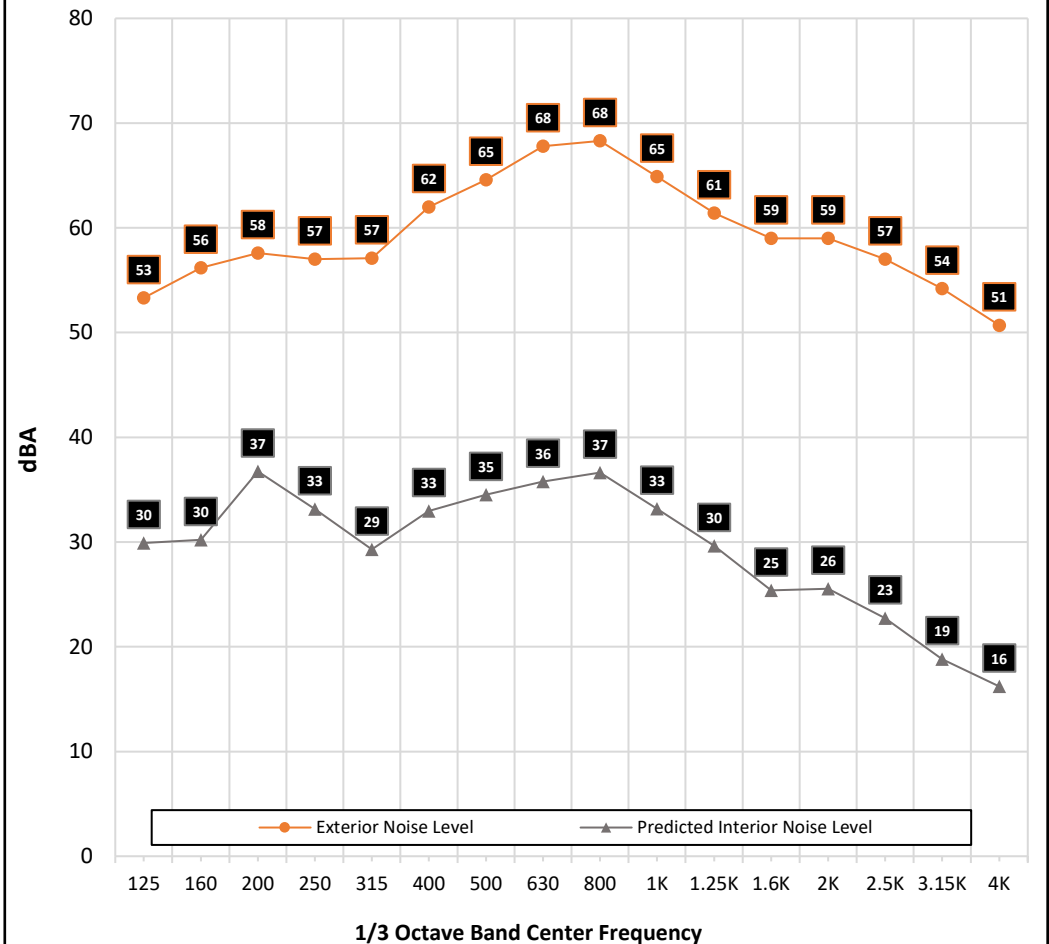
Inputs

Parallel Exterior level, dBA: 74.0 Ldn
Correction Factor, dBA: 3
Noise Source: Freeway Traffic - I80 Roseville @ 65
Room Perimeter, ft: 46
Room Area, ft: 134
Room Height, ft: 9
Transmitting Panel Length, ft: 23
Window & Door Area, ft: 45

Ceiling Finish: Gyp Board
Ceiling, sf: 134
Wall Finish 1: Gyp Board
Wall Finish 1, sf: 372
Wall Finish 2: Glass
Wall Finish 2, sf: 45.2
Floor: Marble or glazed tile
Floor, sf: 134
Misc. Finish: Soft Furnishings
Misc. Finish, sf: 25

Transmitting Element 1: Wall - 0.5" OSB, One Coat Stucco, RC
Element 1, sf: 163
Transmitting Element 2: Window - Quiet Home STC 34
Element 2, sf: 45
Transmitting Element 3:
Element 3, sf:
Transmitting Element 4:
Element 4, sf:

Predicted Interior Noise Level, dBA: 44
Noise Reduction, dBA: -30



Appendix C17: Interior Noise Calculation Sheet

Project: 211109 Shea Apartments

Room Description: B1 Living

Inputs

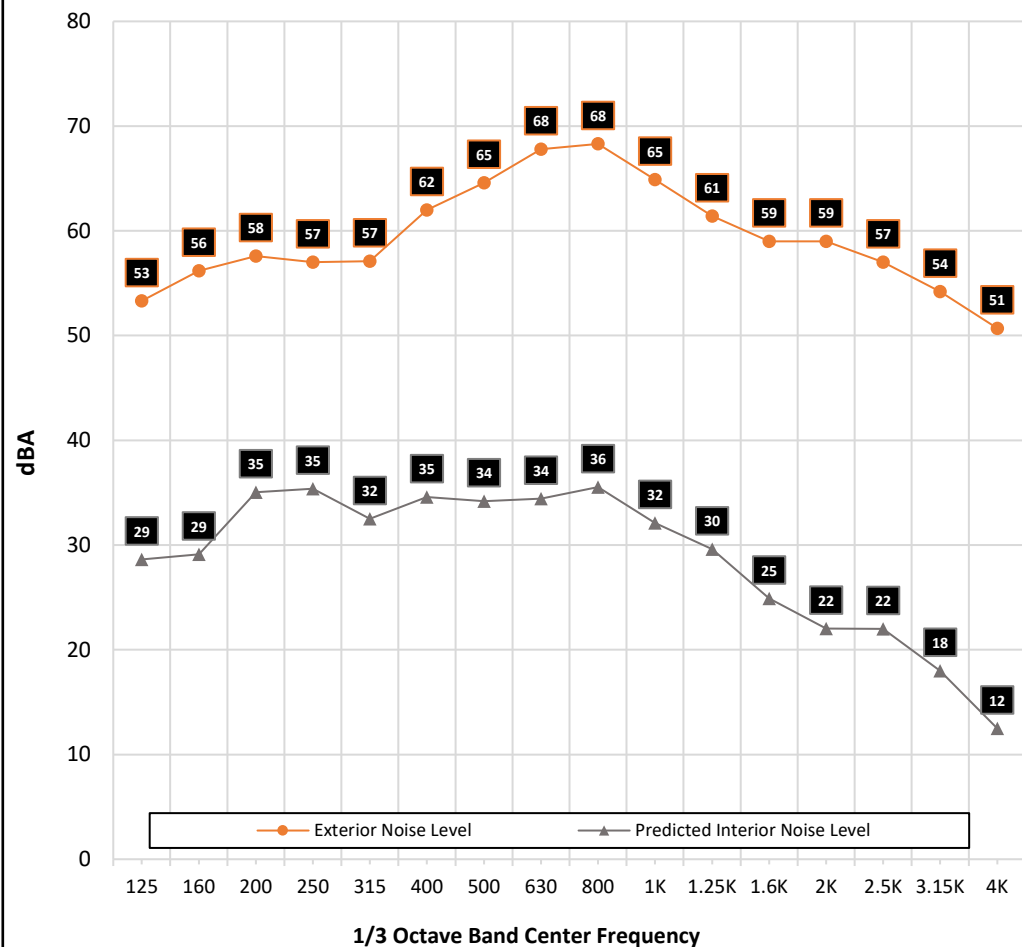
Parallel Exterior level, dBA: 74.0 Ldn
 Correction Factor, dBA: 3
 Noise Source: Freeway Traffic - I80 Roseville @ 65
 Room Perimeter, ft: 73
 Room Area, ft: 309
 Room Height, ft: 9
 Transmitting Panel Length, ft: 30
 Window & Door Area, ft: 110

Ceiling Finish: Gyp Board
 Ceiling, sf: 309
 Wall Finish 1: Gyp Board
 Wall Finish 1, sf: 569
 Wall Finish 2: Glass
 Wall Finish 2, sf: 85.7
 Floor: Carpet, latex backing on foam pad
 Floor, sf: 309
 Misc. Finish: Soft Furnishings
 Misc. Finish, sf: 25

Transmitting Element 1: Wall - 0.5" OSB, One Coat Stucco, RC
 Element 1, sf: 160
 Transmitting Element 2: Window - Millgard 6610PD Patio Door STC 33
 Element 2, sf: 86
 Transmitting Element 3: Window - Millgard 6610PD Patio Door STC 33
 Element 3, sf: 24
 Transmitting Element 4:
 Element 4, sf:

Predicted Interior Noise Level, dBA: 44

Noise Reduction, dBA: -30



Appendix C18: Interior Noise Calculation Sheet

Project: 211109 Shea Apartments

Room Description: B1 Living

Inputs

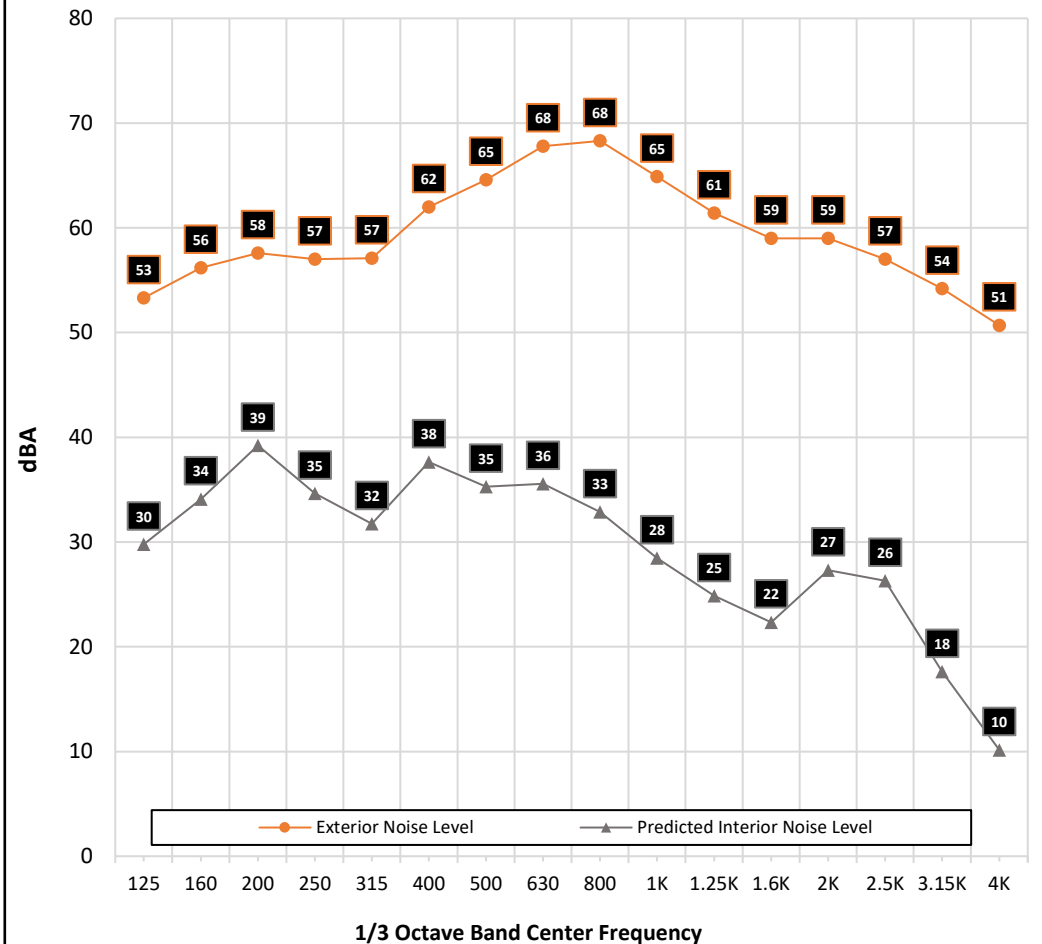
Parallel Exterior level, dBA: 74.0 Ldn
 Correction Factor, dBA: 3
 Noise Source: Freeway Traffic - I80 Roseville @ 65
 Room Perimeter, ft: 73
 Room Area, ft: 309
 Room Height, ft: 9
 Transmitting Panel Length, ft: 30
 Window & Door Area, ft: 110

Ceiling Finish: Gyp Board
 Ceiling, sf: 309
 Wall Finish 1: Gyp Board
 Wall Finish 1, sf: 569
 Wall Finish 2: Glass
 Wall Finish 2, sf: 85.7
 Floor: Marble or glazed tile
 Floor, sf: 309
 Misc. Finish: Soft Furnishings
 Misc. Finish, sf: 25

Transmitting Element 1: Wall - 0.5" OSB, One Coat Stucco, RC
 Element 1, sf: 160
 Transmitting Element 2: Window - Millgard 6340 Fixed STC 36
 Element 2, sf: 86
 Transmitting Element 3: Window - Millgard 6340 Fixed STC 36
 Element 3, sf: 24
 Transmitting Element 4:
 Element 4, sf:

Predicted Interior Noise Level, dBA: 45

Noise Reduction, dBA: -29



Appendix C19: Interior Noise Calculation Sheet

Project: 211109 Shea Apartments
Room Description: B2 Bedroom 1 (Corner)

Inputs

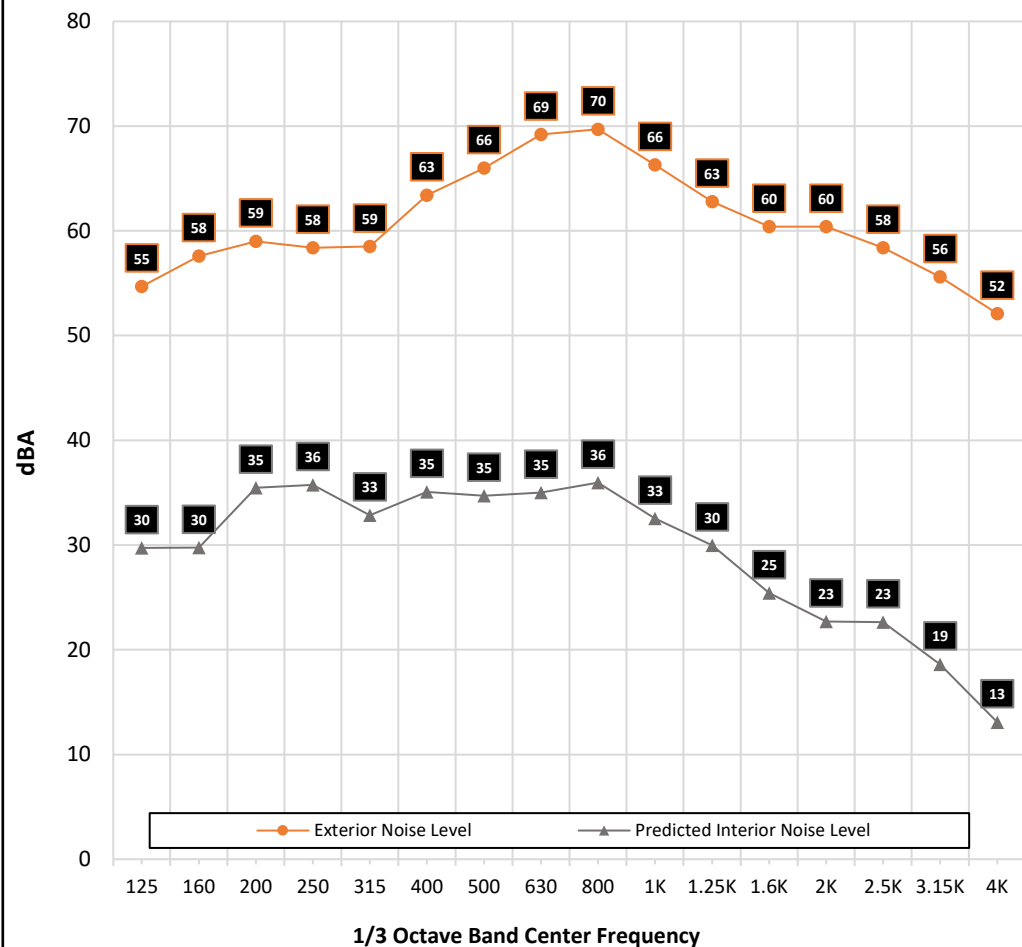
Parallel Exterior level, dBA: 75.4 Ldn
Correction Factor, dBA: 3
Noise Source: Freeway Traffic - I80 Roseville @ 65
Room Perimeter, ft: 46
Room Area, ft: 134
Room Height, ft: 9
Transmitting Panel Length, ft: 23
Window & Door Area, ft: 45

Ceiling Finish: Gyp Board
Ceiling, sf: 134
Wall Finish 1: Gyp Board
Wall Finish 1, sf: 372
Wall Finish 2: Glass
Wall Finish 2, sf: 45.2
Floor: Carpet, latex backing on foam pad
Floor, sf: 134
Misc. Finish: Soft Furnishings
Misc. Finish, sf: 25

Transmitting Element 1: Wall - 0.5" OSB, One Coat Stucco, RC
Element 1, sf: 163
Transmitting Element 2: Window - Millgard 6610PD Patio Door STC 33
Element 2, sf: 45
Transmitting Element 3:
Element 3, sf:
Transmitting Element 4:
Element 4, sf:

Predicted Interior Noise Level, dBA: 44

Noise Reduction, dBA: -31



Appendix C20: Interior Noise Calculation Sheet

Project: 211109 Shea Apartments
Room Description: B2 Bedroom 1 (Corner)

Inputs

Parallel Exterior level, dBA: 75.4 Ldn
Correction Factor, dBA: 3
Noise Source: Freeway Traffic - I80 Roseville @ 65
Room Perimeter, ft: 46
Room Area, ft: 134
Room Height, ft: 9
Transmitting Panel Length, ft: 23
Window & Door Area, ft: 45

Ceiling Finish: Gyp Board
Ceiling, sf: 134
Wall Finish 1: Gyp Board
Wall Finish 1, sf: 372
Wall Finish 2: Glass
Wall Finish 2, sf: 45.2
Floor: Marble or glazed tile
Floor, sf: 134
Misc. Finish: Soft Furnishings
Misc. Finish, sf: 25

Transmitting Element 1: Wall - 0.5" OSB, One Coat Stucco, RC

Element 1, sf: 163

Transmitting Element 2: Window - Millgard 6340 Fixed STC 36

Element 2, sf: 45

Transmitting Element 3:

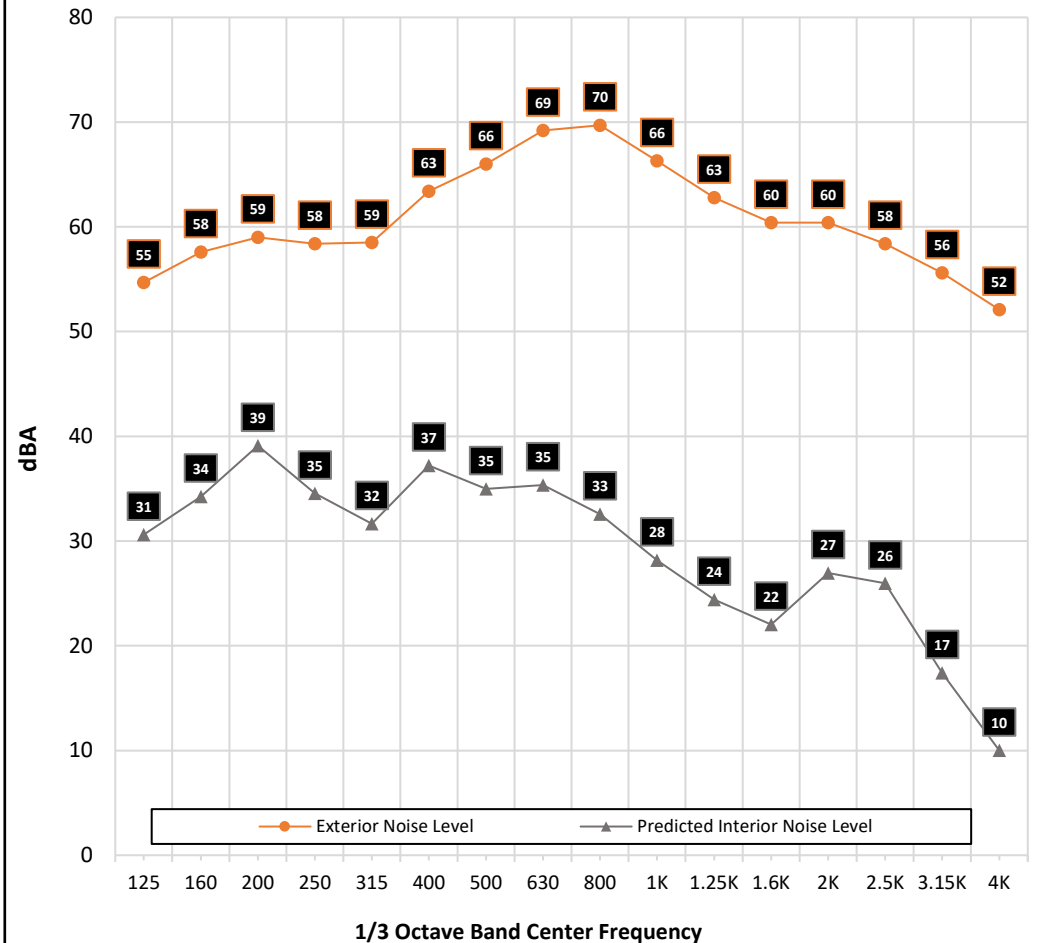
Element 3, sf:

Transmitting Element 4:

Element 4, sf:

Predicted Interior Noise Level, dBA: 45

Noise Reduction, dBA: -30



Appendix C21: Interior Noise Calculation Sheet

Project: 211109 Shea Apartments

Room Description: B1 Living

Inputs

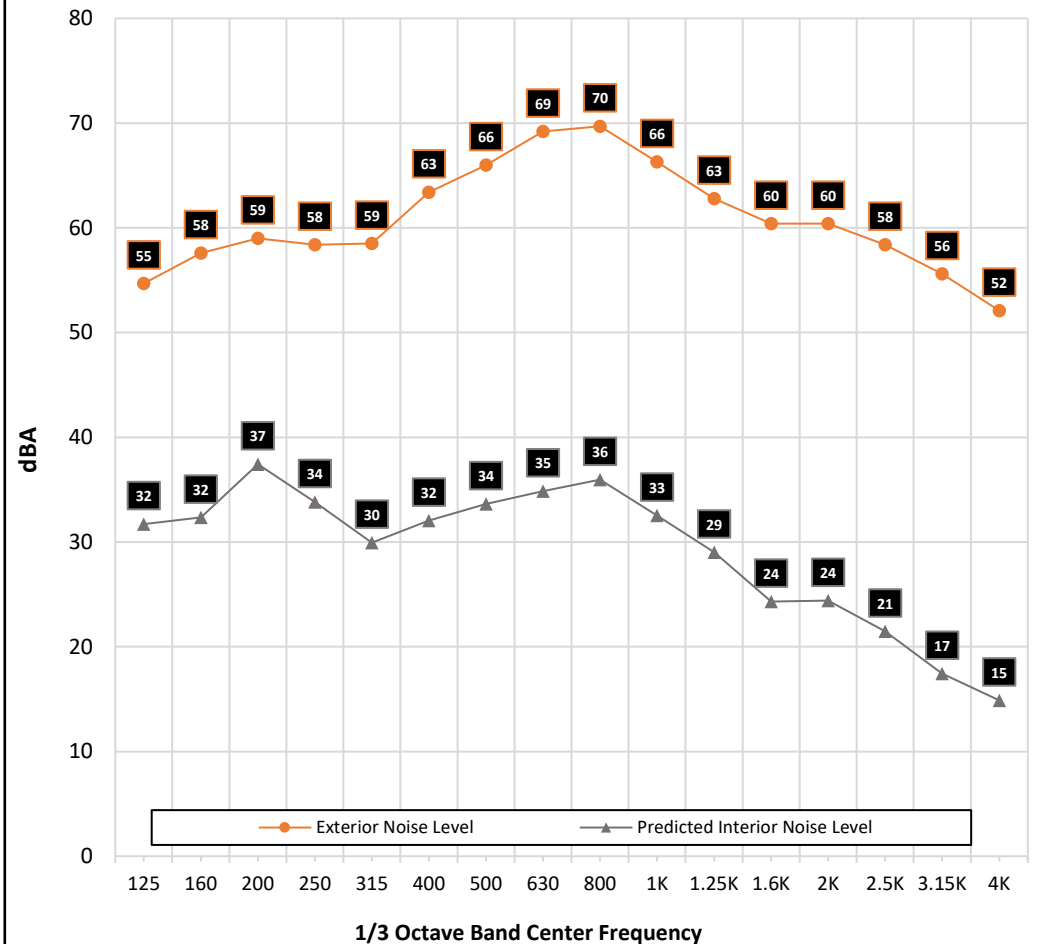
Parallel Exterior level, dBA: 75.4 Ldn
 Correction Factor, dBA: 3
 Noise Source: Freeway Traffic - I80 Roseville @ 65
 Room Perimeter, ft: 73
 Room Area, ft: 309
 Room Height, ft: 9
 Transmitting Panel Length, ft: 30
 Window & Door Area, ft: 110

Ceiling Finish: Gyp Board
 Ceiling, sf: 309
 Wall Finish 1: Gyp Board
 Wall Finish 1, sf: 569
 Wall Finish 2: Glass
 Wall Finish 2, sf: 85.7
 Floor: Carpet, latex backing on foam pad
 Floor, sf: 309
 Misc. Finish: Soft Furnishings
 Misc. Finish, sf: 25

Transmitting Element 1: Wall - 0.5" OSB, One Coat Stucco, RC
 Element 1, sf: 160
 Transmitting Element 2: Window - Quiet Home STC 34
 Element 2, sf: 86
 Transmitting Element 3: Window - Quiet Home STC 34
 Element 3, sf: 24
 Transmitting Element 4:
 Element 4, sf:

Predicted Interior Noise Level, dBA: 44

Noise Reduction, dBA: -31



Appendix C22: Interior Noise Calculation Sheet

Project: 211109 Shea Apartments

Room Description: B1 Living

Inputs

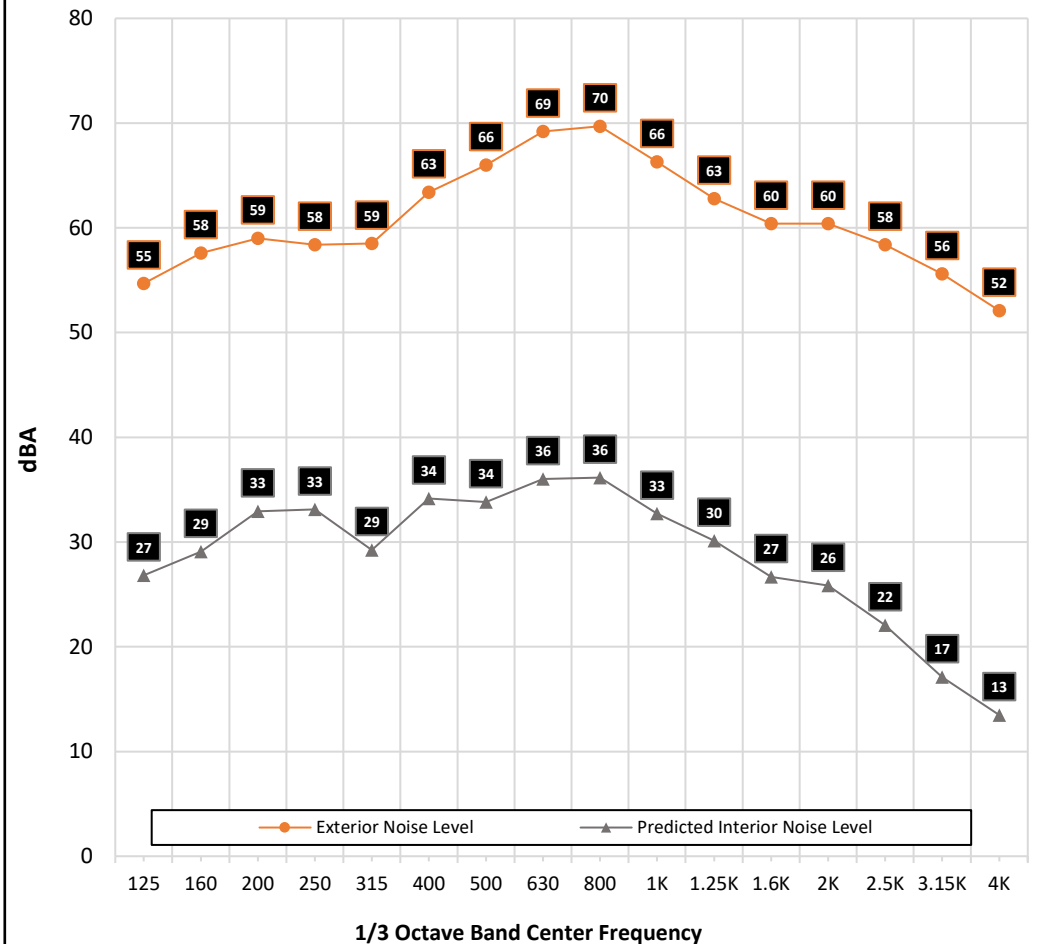
Parallel Exterior level, dBA: 75.4 Ldn
 Correction Factor, dBA: 3
 Noise Source: Freeway Traffic - I80 Roseville @ 65
 Room Perimeter, ft: 73
 Room Area, ft: 309
 Room Height, ft: 9
 Transmitting Panel Length, ft: 30
 Window & Door Area, ft: 110

Ceiling Finish: Gyp Board
 Ceiling, sf: 309
 Wall Finish 1: Gyp Board
 Wall Finish 1, sf: 569
 Wall Finish 2: Glass
 Wall Finish 2, sf: 85.7
 Floor: Marble or glazed tile
 Floor, sf: 309
 Misc. Finish: Soft Furnishings
 Misc. Finish, sf: 25

Transmitting Element 1: Wall - 0.5" OSB, One Coat Stucco, RC
 Element 1, sf: 160
 Transmitting Element 2: Window - Quiet Home STC 38
 Element 2, sf: 86
 Transmitting Element 3: Window - Quiet Home STC 38
 Element 3, sf: 24
 Transmitting Element 4:
 Element 4, sf:

Predicted Interior Noise Level, dBA: 44

Noise Reduction, dBA: -32



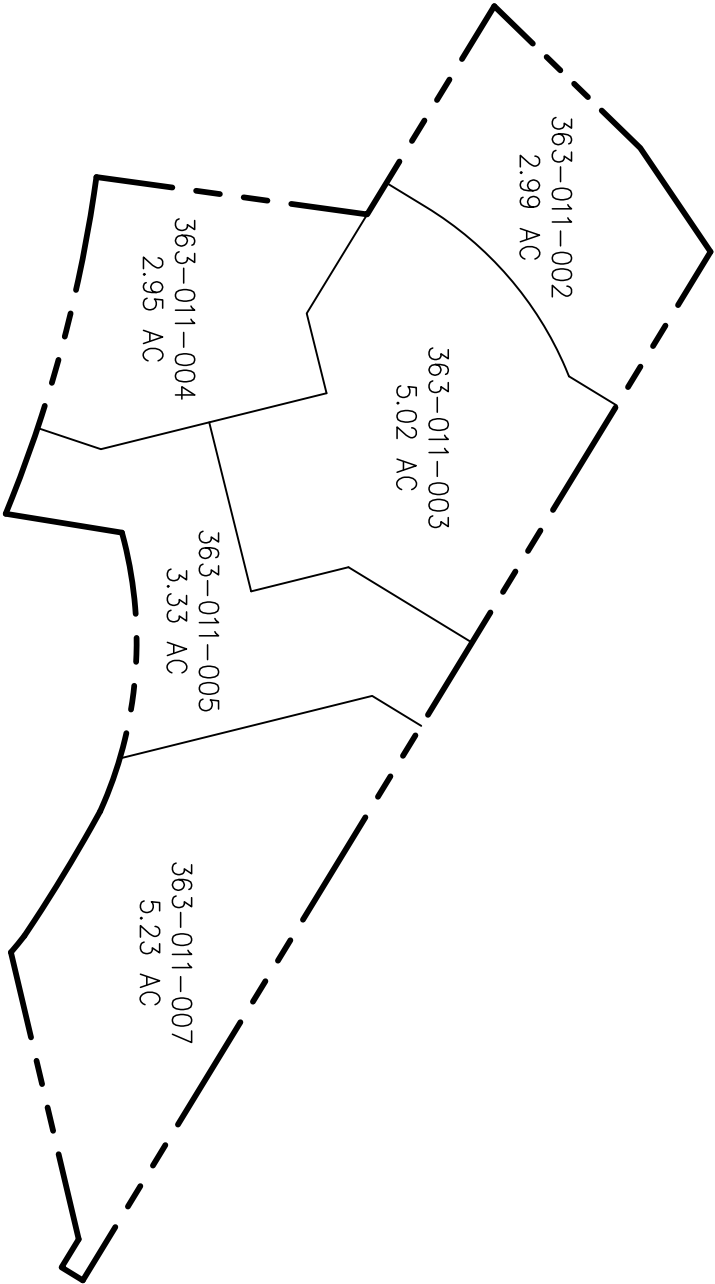
SHEA CENTER APARTMENTS

GENERAL PLAN EXHIBIT CITY OF ROSEVILLE, CALIFORNIA

OCTOBER 2021
SHEET 1 OF 1



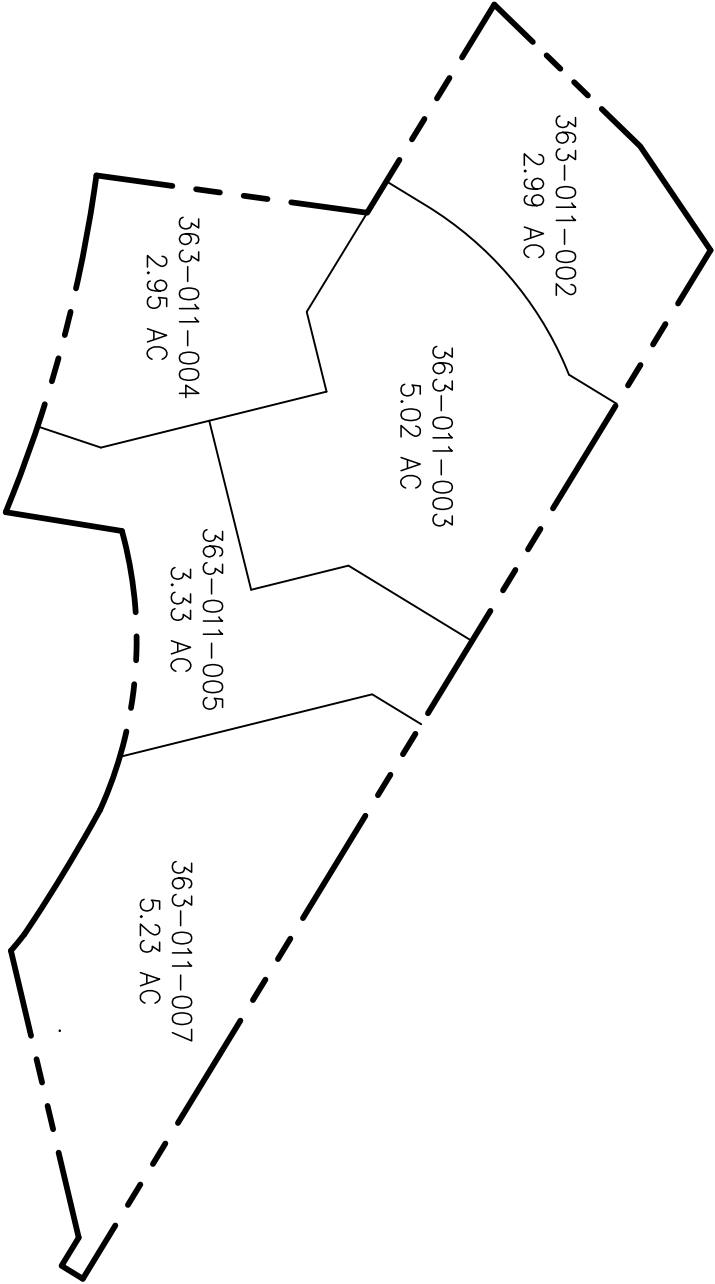
VICINITY MAP
N.T.S.



TOTAL
19.50± AC
BUSINESS PROFESSIONAL (BP)

EXISTING

GENERAL PLAN



TOTAL
19.50± AC
HIGH DENSITY RESIDENTIAL (HDR)

PROPOSED

GENERAL PLAN



ENGINEERING & PLANNING
1504 EUREKA ROAD, SUITE 110
ROSEVILLE, CA 95661 916.786.0685

RESOLUTION NO. 23-061

AMENDING THE GENERAL PLAN TO CHANGE THE LAND USE DESIGNATION
ON CERTAIN REAL PROPERTY IN THE CITY OF ROSEVILLE

WHEREAS, a proposal has been submitted to amend the General Plan 2035 – Land Use Map of the City of Roseville for that portion of certain real property within the City of Roseville known as Parcel 42A of the North Central Roseville Specific Plan from Business Professional (BP) to High Density Residential (HDR-18.5) at a density of approximately 18.50± units per acre, as shown in Exhibit B, attached and incorporated herein by reference; and

WHEREAS, on January 12, 2023, the Planning Commission held a public hearing to consider the proposed amendments to the General Plan and unanimously recommended that the City Council approve the proposed General Plan Amendment; and

WHEREAS, on January 12, 2023, the Planning Commission considered the Addendum to the 2035 General Plan Environmental Impact Report (inclusive of the 2021 Housing Element Addendum); and

WHEREAS, on February 15, 2023, the City Council held a public hearing at which time the proposed General Plan Amendments were considered and found to be consistent with the objectives, policies, general land uses, and programs specified in the City of Roseville 2021 Housing Element; and

WHEREAS, on February 15, 2023, the City Council considered the Addendum to the 2035 General Plan Environmental Impact Report (inclusive of the 2021 Housing Element Addendum) for the project; and

WHEREAS, the Council of the City of Roseville desires to approve said General Plan Amendments as conducive to public interest, health, safety and welfare, and consistent with the land use practices of the City and with state law.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Roseville that the General Plan Amendments (attached as Exhibit B) are hereby adopted.

BE IT FURTHER RESOLVED, that the Development Services Director is hereby directed to retain said General Plan Amendments on permanent public display in the Development Services Department of the City of Roseville and is authorized to make typographical, formatting, or other non-content corrections without further 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

City Clerk

CC Exhibit C

North Central Roseville Land Use Summary

GENERAL PLAN LAND USE (Specific Plan Land Use)	ACRES	% OF TOTAL ACRES	UNITS	% OF TOTAL UNITS
RESIDENTIAL				
LDR (Residential)	496.96	27.25%	2,110	44.79% <u>41.61%</u>
MDR (Residential)	46.57	2.56%	488	40.36% <u>9.62%</u>
HDR (Residential)	112.22 <u>131.72</u>	6.46% <u>7.22%</u>	2,113 <u>2,473</u>	44.85% <u>48.77</u>
Subtotal	655.75 <u>675.25</u>	35.97% <u>37.03%</u>	4,714 <u>5,071</u>	100.00%
SERVICE AND EMPLOYMENT				
NC (Neighborhood Commercial)	2.23	0.12%	0	0.00%
CC (Commercial)	137.35	7.53%	0	0.00%
RC (Regional Commercial)	199.57	10.94%	0	0.00%
BP (Business Professional)	59.99 <u>40.49</u>	3.29% <u>2.22%</u>	0	0.00%
BP (Business Professional /Commercial)	101.55	5.57%	0	0.00%
LI (Light Industrial)	46.54	2.56%	0	0.00%
LI (Light Industrial / Reserve)	21.25	1.17%	0	0.00%
IND (Industrial)	9.84	0.54%	0	0.00%
Subtotal		31.70%	0	0.00%
OPEN SPACE AND PUBLIC				
OS (Lower Watershed)	120.96	6.63%	0	0.00%
OS (Open Space / Recreation)	38.41	2.11%	0	0.00%
OS (Slope Easement)	18.59	1.02%	0	0.00%
OS (Wetland Preserve)	4.90	0.27%	0	0.00%
PR (Golf Course)	0.88	0.05%	0	0.00%
PR (Park)	50.06	2.75%	0	0.00%
PR (Park / Preserve)	48.74	2.68%	0	0.00%
PQP (Corp Yard)	1.48	0.08%	0	0.00%
PQP (Substation)	1.18	0.06%	0	0.00%
PQP (Elementary School)	15.98	0.88%	0	0.00%
PQP (Middle School)	18.46	1.01%	0	0.00%
PQP (Daycare)	1.04	0.06%	0	0.00%
PQP (Fire Station)	2.97	0.16%	0	0.00%
PQP (PG & E)	33.72	1.85%	0	0.00%
ROW (Right of Way)	232.04	12.72%	0	0.00%
Subtotal		32.33%	0	0.00%
Total	1,823.48	100.00%	4,714 <u>5,071</u>	100.00%

Last Updated: January 2023

Figure 2-4

*See Land Use By Parcel tabel for Unit totals

Legend:

Land Use Type	Acreage
PR	0.88
Park	50.06
Park / Preserve	48.74
P/Q/P	1.48
Corp Yard	1.04
Daycare	15.98
Elementary School	2.97
Middle School	18.46
PG and E	33.72
Substation	1.18
ROW	232.04

Totals: 1,823.48

**See Land Use By Parcel label for Unit totals*

Map Labels: 49B, 49A, 55C, 17A, 17B, 61, 55A, 48A, 48B, 65, 43, 34B, 34C, 34A, 42A, 42B, 42C, 20A, 20B, 20C, 56, 86, 35, 27, 28, 93, 39A, 38, 39B, 81A, 10, 12, 13, 59, 81B, 26, 29, 9, 11, 87, 80B, 58, 80A, 90, 91, 92, 93, 94, 95, 96, 97, 98A, 98B, 98C, 98D, 98E, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767,

North Central Land Use by Parcel Number

Parcel	General Plan Land Use (Specific Plan Land Use)	Zoning	Acres	Allocated Units	Density
A	LDR (Residential)	R1/DS	16.83	74	4.4
B	LDR (Residential)	R1/DS	15.78	67	4.2
C	LDR (Residential)	R1/DS	20.39	90	4.4
D	LDR (Residential)	R1/DS	11.77	63	5.4
E	LDR (Residential)	R1/DS	15.23	73	4.8
F,G	LDR (Residential)	RS/DS	20.17	121	6.0
H	LDR (Residential)	RS/DS	5.40	29	5.4
I	LDR (Residential)	RS/DS	14.76	75	5.1
J	LDR (Residential)	RS/DS	5.61	27	4.8
K	LDR (Residential)	RS/DS	13.68	68	5.0
L	LDR (Residential)	RS/DS	10.81	61	5.6
M	LDR (Residential)	R1/DS	10.02	45	4.5
N	LDR (Residential)	R1/DS	17.12	77	4.5
O	LDR (Residential)	R1/DS	8.17	24	2.9
P	LDR (Residential)	R1/DS	16.94	50	3.0
Q	LDR (Residential)	R1/DS	11.07	36	3.3
R	LDR (Residential)	RS/DS	12.53	71	5.7
S	LDR (Residential)	R1/DS	10.24	34	3.3
T	LDR (Residential)	R1/DS	11.46	39	3.4
U	LDR (Residential)	R1/DS	9.50	26	2.7
V	LDR (Residential)	R1/DS	14.68	40	2.7
W	LDR (Residential)	R1/DS	1.36	5	3.7
X	LDR (Residential)	R1/DS	9.10	31	3.4
Y	LDR (Residential)	R1/DS	8.33	19	2.3
9	LDR (Residential)	RS	6.32	32	5.1
10,12	LDR (Residential)	R1/DS-NC	60.11	185	3.1
11	LDR (Residential)	RS	3.41	21	6.2
13	LDR (Residential)	RS/DS	21.34	88	4.1
17A	LDR (Residential)	RS	22.32	113	5.1
17B	LDR (Residential)	RS	22.89	104	4.5
18A	LDR (Residential)	RS	10.46	48	4.6
18B	LDR (Residential)	RS	12.22	53	4.3
18C	MDR (Residential)	R3	26.17	248	9.5
19	LDR (Residential)	RS	33.87	165	4.9
20A	HDR (Residential)	R3	20.98	400	19.1
20B	HDR (Residential)	R3	13.43	202	15.0
20C	HDR (Residential)	R3	12.82	258	20.1
21A	CC (Commercial)	CC	9.31		
21B	HDR (Residential)	R3	8.55	184	21.5
22	HDR (Residential)	R3	17.60	336	19.1
23	OS (Wetland Preserve)	OS	3.85		
26,29	LDR (Residential)	R1/DS	13.07	56	4.3
27,28	HDR (Residential)	R3/DS-NC	12.18	236	19.4
31	CC (Commercial)	CC/SA-NC	13.73		
32	CC (Commercial)	CC/SA-NC	11.68		
33	CC (Commercial)	CC/SA-NC	1.98		
34A	CC (Commercial)	GC/SA-NC	13.18		
34B	CC (Commercial)	GC/SA-NC	1.23		
34C	CC (Commercial)	GC/SA-NC	26.62		
35	RC (Regional Commercial)	RC/SA-NC	94.13		
36	RC (Regional Commercial)	RC/SA-NC	88.92		
37	CC (Commercial)	CC/SA-NC	5.62		
38	BP (Business Professional /Commercial)	CC/SA-NC	29.55		
39A	BP (Business Professional /Commercial)	CC/SA-NC	19.35		
39B	BP (Business Professional /Commercial)	CC/SA-NC	2.97		
40	BP (Business Professional /Commercial)	CC/SA-NC	49.69		

Parcel	General Plan Land Use (Specific Plan Land Use)	Zoning	Acres	Allocated Units	Density
41	CC (Commercial)	CC/SA-NC	3.42		
42A	BP (Business Professional)	BP/SA-NC	36.54 17.04	0	0.0
42B	HDR (Residential)	R3	14.99	273	18.2
<u>42C</u>	<u>HDR (Residential)</u>	<u>R3/SA-NC</u>	<u>19.50</u>	<u>360</u>	<u>18.41</u>
43	BP (Business Professional)	BP/SA-NC	23.45	0	0.0
44	MDR (Residential)	R3/DS/SA-NC	20.40	240	11.8
45	OS (Wetland Preserve)	OS	1.05	0	0.0
46	HDR (Residential)	R3/SA-NC	11.67	224	19.2
47	P/QP (Daycare)	P/QP/SA-NC	1.04		
48A	CC (Commercial)	CC	39.19		
48B	LI (Light Industrial /Reserve)	M1/SA-NC	8.90		
49A	LI (Light Industrial)	PD/SA-NC	46.54		
49B	LI (Light Industrial /Reserve)	M1/SA-NC	12.35		
50A,D	PR (Park)	PR	7.97		
52	PR (Park)	PR	9.93		
53	PR (Park)	PR	4.49		
55A	CC (Commercial)	CC	9.84		
55B	PR (Park)	PR	3.23		
55C	PR (Park)	PR	2.90		
55D	PR (Park)	PR	2.55		
56	PR (Park)	PR	13.33		
57	PR (Park)	PR	5.66		
58	PR (Golf Course)	PR	0.75		
59	PR (Golf Course)	PR	0.13		
61	NC (Neighborhood Commercial)	NC/SA-NC	2.23		
62	P/QP (Substation)	P/QP	1.18		
63	P/QP (PG and E)	M2	33.72		
64	P/QP (Corp Yard)	PR	1.48		
65	P/QP (Fire Station)	P/QP	2.97		
69	IND (Industrial)	M2	9.84		
72	P/QP (Elementary School)	P/QP	8.00		
73	P/QP (Middle School)	P/QP	18.46		
74	P/QP (Elementary School)	P/QP	7.98		
80A	OS (Lower Watershed)	OS	3.66		
80B	OS (Lower Watershed)	OS	3.92		
81A	OS (Lower Watershed)	OS	3.92		
81B	OS (Lower Watershed)	OS	1.59		
82	OS (Lower Watershed)	OS	6.11		
83	OS (Lower Watershed)	OS	16.27		
84	OS (Lower Watershed)	OS	37.62		
85	OS (Lower Watershed)	OS	15.45		
86	OS (Lower Watershed)	OS	1.98		
87	OS (Lower Watershed)	OS	18.08		
88	OS (Lower Watershed)	OS/FW	12.36		
90	PR (Park / Preserve)	PR	1.81		
91	PR (Park / Preserve)	OS	13.84		
93	PR (Park / Preserve)	OS	33.09		
95	RC (Regional Commercial)	RC/SA-NC	16.52		
96	CC (Commercial)	CC/SA-NC	1.55		
97	OS (Slope Easement)	OS/SA-NC	18.59		
98A	OS (Open Space /Recreation)	M2	4.81		
98B	OS (Open Space /Recreation)	M2	15.62		
98C	OS (Open Space /Recreation)	M2	4.20		
98D	OS (Open Space /Recreation)	OS	2.67		
98E	OS (Open Space /Recreation)	OS	11.11		
ROW	ROW (Right of Way)	ROW	232.04		
Total			1,823.48	4,711	

Last Updated: January, 2023

NCRSP Text Amendments

Section 3.4.2 – Special Policies for Parcel 42C

Parcel 42C is a unique Multi-family housing site in the North Central Roseville Specific Plan. Originally, part of Parcel 42A and designated for Business Professional land use, Parcel 42C has been amended to a High Density Residential land use with the intent of providing regulated affordable housing units on the parcel. Parcel 42C shall comply with the following specific policies:

1. As referenced in Chapter 4, Table 4-3 (Allocation of Low and Very Low Income Rental Units by Parcel) a minimum of 20 percent of the residential units shall be made available as affordable housing. The affordability levels for these units shall be as follows: 50 percent very-low income units (50 percent or lower Average Median Income (AMI) for Placer County) and 50 percent low income units (50 percent or lower Average Median Income (AMI) for Placer County). Parcel 42C shall require approval of an Affordable Housing Agreement, by the City Council, prior to issuance of building permits.
2. The design of a multi-family development on Parcel 42C shall comply with the design standards found in the Roseville Community Design Guidelines.
3. A minimum forty foot (40') landscape easement shall be provided in Parcel 42C adjacent to Highway 65. The easement will accommodate an eight foot (8') wide pedestrian/bikeway helping to connect the lower watershed preserve corridors (Parcels 82 and 83), as shown in Figures 3-25a and 3-25b. The pathway is to be installed with construction of the development. The multi-family development on Parcel 42C shall provide connections to facilitate pedestrian access at not more than an average of 600 feet apart.
4. Buffering between business-professional uses and multi-family residential uses shall be provided through setbacks, soundwalls or fencing, landscaping, or a combination thereof. The use of setbacks and landscaping with berms, rather than fences and soundwalls, is encouraged.

3.7 Community Commercial Land Use

The community commercial land use is intended to provide a concentration and mix of shops and services large enough to meet the daily shopping needs of the residents and employees in the North Central Specific Plan Area. Placement of community commercial in close proximity to residents and employees, and providing pedestrian access connections, will help reduce the number and length of shopping and leisure trips, and the related effects of automobile use. A substantial percentage of the residents within the Specific Plan will be within a one-half (1/2) mile radius of a community commercial center. This equates to, at most, about a ten to twelve minute walk for most people, and is expected to encourage people to walk for many of their limited purchase, single purpose trips.

Typical uses permitted in the community commercial centers may include:

- Drug Store
- Variety Store

- Supermarket
- Restaurant/Coffee Shop/Fast Food
- Professional Services such as bookkeeper, attorney
- Hardware with outside storage
- Personal Services, such as flower shops, shoe repair, barber
- Gas Station (subject to policy 6)
- Bakery
- Specialty Apparel
- Sporting Goods
- Banks
- Post Office
- Community Care Facility
- Long Term Care Facility

3.10 Business-Professional/Commercial Land Use

The business-professional I commercial land use is intended to provide a flexible mix of uses that are not usually found in a conventional office or commercial setting. For example, small professional offices may be mixed with specialty retail, restaurants, or leisure activities to serve the Plan Area residents, as well as the employees and visitors in the area. The uses permitted within the business-professional/ commercial land use include:

- small administrative and general offices
- medical and dental offices
- professional services such as attorneys, accountants, and insurance agents
- restaurants
- hotels
- financial institutions
- bakeries
- hairdresser and related services
- travel agencies
- retail such as a book or stationery store, specialty clothing, shoes, and jewelry
- Community Care Facility
- Long Term Care Facility
- The business-professional/ commercial parcels may include a gas station designed as an integral part of the entire site.

Table 4-3 lists units affordable to low and very low income households.

Table 4-3
Allocation of Low and Very Low Income Rental Units by Parcel

Parcel Number	Total Units	Units Affordable	% of Parcel Units
20	602	120	20.0
20C	258	26	10.0
21B	149	30	20.0
22	340	34	10.0
27	174	17	10.0
28	72	72	100.0 (Seniors)
42B	<u>273</u>	<u>27</u>	<u>9.9</u>
<u>42C*</u>	<u>360</u>	<u>72</u>	<u>20.0</u>
	1,868 <u>2,228</u>	326 <u>398</u>	17.2 <u>17.9</u>

* Parcel 42 C is planned for a maximum of 360 units and fewer units may be developed. The final number of affordable units will be a minimum of 20% of the total developed units.

RESOLUTION NO. 23-062

AMENDING THE NORTH CENTRAL ROSEVILLE SPECIFIC PLAN

WHEREAS, a proposal has been submitted to amend the North Central Roseville Specific Plan text and land use map to reflect the changes of Parcel 42A, as shown in Exhibit C, attached and incorporated herein by reference; and

WHEREAS, on January 12, 2023, the Planning Commission held a public hearing on the proposed amendment to the North Central Roseville Specific Plan and unanimously recommended that the City Council approve the proposed Specific Plan Amendments; and

WHEREAS, on January 12, 2023, the Planning Commission considered the Addendum to the 2035 General Plan Environmental Impact Report (inclusive of the 2021 Housing Element Addendum); and

WHEREAS, the Specific Plan Amendments as proposed and revised are consistent with the adopted City of Roseville General Plan; and

WHEREAS, on February 15, 2023, the City Council held a public hearing at which time the proposed amendments were considered; and

WHEREAS, on February 15, 2023, the City Council considered the Addendum to the 2035 General Plan Environmental Impact Report (inclusive of the 2021 Housing Element Addendum) for the project; and

WHEREAS, the Council of the City of Roseville has reviewed the findings of the Planning Commission recommending approval of the Specific Plan Amendments, and makes the following findings:

The Specific Plan Amendments are consistent with the objectives, policies, general land uses and programs specified in the City of Roseville General Plan and the North Central Roseville Specific Plan;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Roseville that the proposed changes to the North Central Roseville Specific Plan are adopted as set forth in the attached Exhibit C.

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

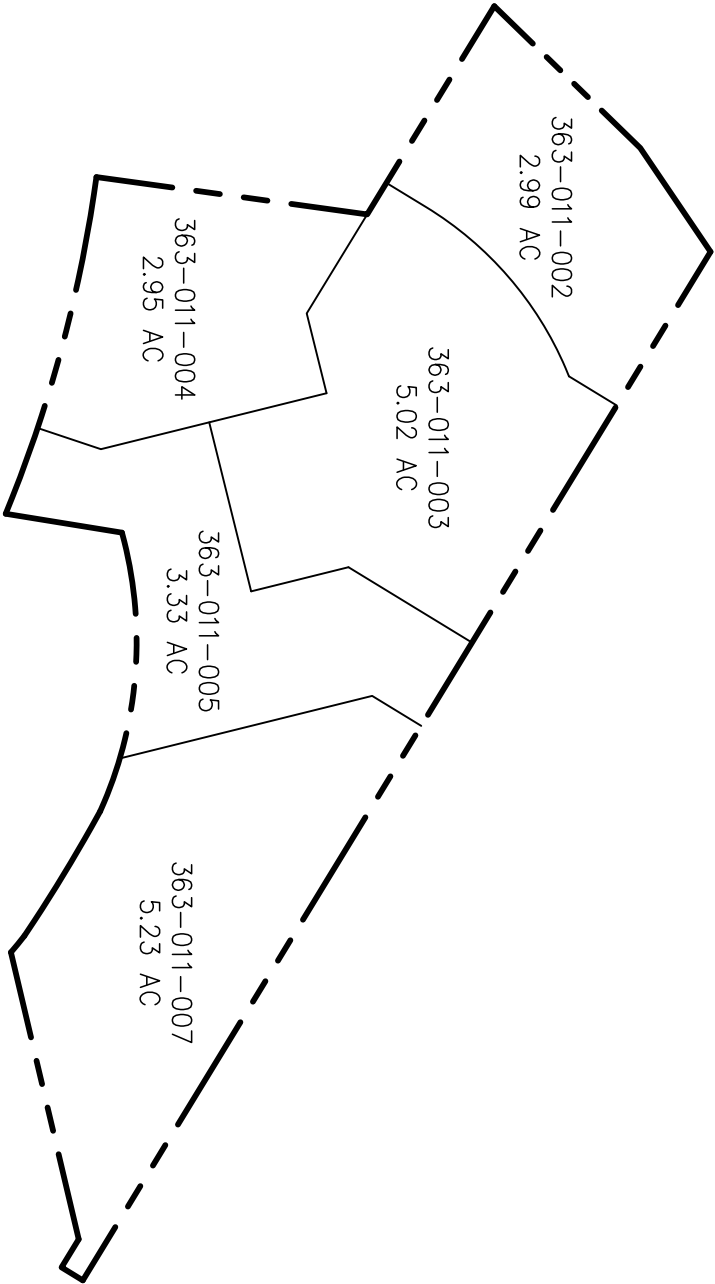
City Clerk

SHEA CENTER APARTMENTS

REZONE EXHIBIT
CITY OF ROSEVILLE, CALIFORNIA
OCTOBER 2021
SHEET 1 OF 1

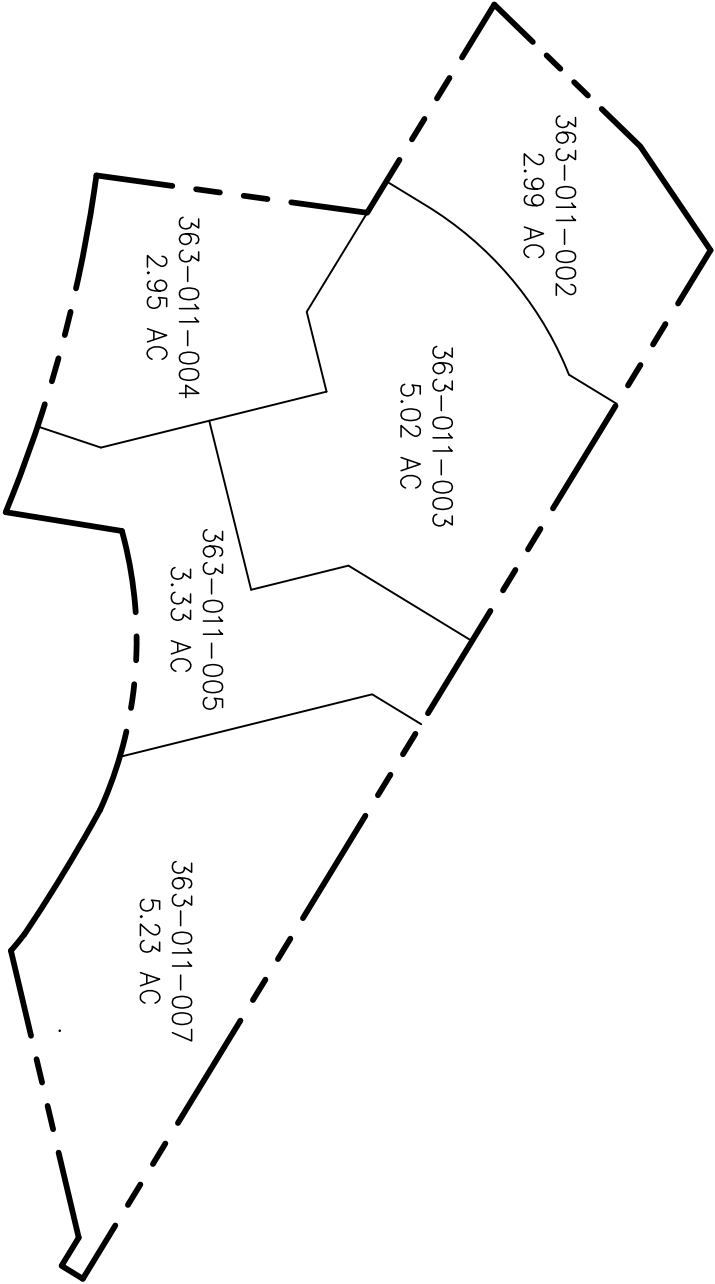


VICINITY MAP
N.T.S.



TOTAL
19.50± AC
BUSINESS PROFESSIONAL/SPECIAL
AREA NORTH CENTRAL ROSEVILLE
SPECIFIC PLAN (BP/SA-NC)

EXISTING ZONING



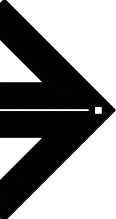
TOTAL
19.50± AC
MULTI-FAMILY HOUSING/SPECIAL
AREA NORTH CENTRAL ROSEVILLE
SPECIFIC PLAN (R3/SA-NC)

PROPOSED ZONING



ENGINEERING & PLANNING
1504 EUREKA ROAD, SUITE 110
ROSEVILLE, CA 95661 916/786-0685

N.T.S.



ORDINANCE NO.

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING ZONING
ORDINANCE NO. 5428 OF THE CITY OF ROSEVILLE
CHANGING THE ZONING OF CERTAIN REAL PROPERTY LOCATED
WITHIN THE CITY OF ROSEVILLE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. The Council of the City of Roseville has reviewed the findings of the Planning Commission recommending approval of the rezone specified herein, and makes the following findings pursuant to Section 19.86.050 of the Zoning Ordinance:

1. The rezone is in conformance with the public interest, health, safety, or welfare of the City; and
2. The rezone is consistent with the objectives, policies, programs, and land use designations of the City of Roseville General Plan.

SECTION 2. Section 19.06.020 of the Zoning Ordinance of the City of Roseville, Ordinance No. 5428, is amended to change the zoning of that portion of certain real property within the City of Roseville located in the North Central Roseville Specific Plan as shown and so designated in Exhibit “D,” 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 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

ORDINANCE NO.

ADOPTING A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF
ROSEVILLE AND ROSEVILLE LAND HOLDINGS, LLC AND AUTHORIZING THE CITY
MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. In accordance with Chapter 19.84 of Title 19 of the Roseville Municipal Code (the Zoning Ordinance) of the City of Roseville, the City Council has received the recommendation of the Planning Commission that the City of Roseville enter into a Development Agreement by and between the City of Roseville and Roseville Land Holdings, LLC, pertaining to property located within the North Central Roseville Specific Plan area.

SECTION 2. Prior to considering the Development Agreement, the City Council considered the Addendum to the 2035 General Plan Environmental Impact Report (inclusive of the 2021 Housing Element Addendum), pursuant to the California Environmental Quality Act, California Public Resources Code Section 21000 *et seq.*

SECTION 3. The Council of the City of Roseville has reviewed the findings of the Planning Commission recommending approval of the Development Agreement, and makes the following findings:

1. The Development Agreement is consistent with the objectives, policies, programs and land use designations of the City of Roseville General Plan and the North Central Roseville Specific Plan;
2. The Development Agreement is consistent with the City of Roseville Zoning Ordinance;
3. The Development Agreement is in conformance with the public health, safety and welfare;
4. The Development Agreement will not adversely affect the orderly development of the property or the preservation of property values; and
5. The provisions of the Development Agreement will provide sufficient benefit to the City to justify entering into said Amendment.

SECTION 4. The Development Agreement, by and between the City of Roseville and Roseville Land Holdings, LLC, a copy of which is on file in the City Clerk's Department and incorporated herein by reference, is hereby approved and the City Manager is authorized to execute it on behalf of the City of Roseville.

SECTION 5. The City Clerk is directed to record the executed Development Agreement within ten (10) days of the execution of the agreement by the City Manager with the County Recorder's Office of the County of Placer.

SECTION 6. This ordinance shall be effective at the expiration of thirty (30) days from the date of its adoption.

SECTION 7. The City Clerk is hereby directed to cause this ordinance to be published in full at least once within fourteen (14) days after it is adopted in a newspaper of general circulation in the City, or shall within fourteen (14) days after its adoption cause this ordinance to be posted in full in at least three (3) public places in the City and enter in the Ordinance Book a certificate stating the time and place of said publication by posting.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

OFFICIAL BUSINESS
Document entitled to free recording
Government Code Section 27383

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City Clerk
City of Roseville
311 Vernon Street
Roseville, CA 95678

(Space Above This Line Reserved for Recorder's Use Only)

DEVELOPMENT AGREEMENT

BY AND BETWEEN

THE CITY OF ROSEVILLE

AND

ROSEVILLE LAND HOLDINGS, LLC

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DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Development Agreement" or "Agreement") is made and entered into as of February __, 2022 ("Agreement Date") by and between the CITY OF ROSEVILLE, a municipal corporation organized and existing under the laws of the State of California ("City"), and Roseville Land Holdings, LLC, a California limited liability company ("Developer" or "Landowner"), pursuant to the authority of Sections 65864 through 65869.5 of the Government Code of California. City and Developer are referred to individually as "Party," and collectively as the "Parties."

RECITALS

This Agreement is entered upon the basis of the following facts, understandings and intentions of City and Developer.

A. To strengthen the public planning process and reduce the risks of development, the Legislature of the State of California enacted Section 65864 et seq. of the Government Code (the "Development Agreement Legislation"), which authorizes City and a developer having a legal or equitable interest in real property to enter into a binding development agreement, establishing certain development rights in the property.

B. Pursuant to Government Code Section 65865, City has adopted rules and regulations establishing procedures and requirements for consideration of development agreements, which procedures and requirements are contained in City Municipal Code Chapter 19.84 (the "City Development Agreement Regulations"). This Development Agreement has been processed in accordance with the City Development Agreement Regulations.

C. Developer has a legal interest in certain real property consisting of approximately 19.52 gross acres located at 540, 556, 564, 572, and 580 Gibson Drive and consisting of Assessor Parcel numbers 363-011-002 through 363-011-005 and 363-011-007, as more particularly described in Exhibit A attached hereto, and as diagrammed in Exhibit B attached hereto (the "Property").

D. Developer intends to develop the Property as a residential community of not less than 300 dwelling units, including affordable dwelling units (defined more fully in Article 2 below as the "Project").

E. The complexity of the Project would be difficult for Developer to undertake if City had not determined, through this Development Agreement, to inject a sufficient degree of certainty in the land use regulatory process to justify the substantial financial investment associated with development of the Project.

F. City desires to promote the productive use of property and encourage quality development and economic growth, thereby enhancing housing opportunities for residents and meeting the City's regional housing needs assessment ("RHNA"). City also desires to gain the Public Benefits (as defined in Section 3.1) of the Project, which are in addition to those dedications, conditions and exactions required by laws or regulations and as set forth in this

Development Agreement. City has determined that by entering into this Development Agreement: (1) City will ensure the productive use of property and foster orderly growth and quality development in City; (2) development will proceed in accordance with the goals and policies set forth in the City General Plan (the “General Plan”) and will implement City’s stated General Plan policies; (3) City will benefit from increased housing opportunities in the City created by the Project; and (4) City will receive Public Benefits (as defined in Section 3.1) provided by the Project for the residents of City. City intends that this Agreement be binding on all persons or entities holding legal or equitable interest in the Property and the provisions of this Agreement shall constitute covenants which shall run with the Property and the benefits and burdens hereof shall bind and inure to all subsequent purchasers or transferees and successors-in-interest to and assigns of Developer.

G. Developer has applied for, and City has granted, the Project Approvals (as defined in Section 1.4). As part of the Project Approvals, City has undertaken, pursuant to the California Environmental Quality Act (Public Resources Code Section 21000 et seq., hereinafter “CEQA”), the required analysis of the environmental effects that would be caused by the Project and the City Council has determined that the actions to be taken pursuant to this Agreement will not result in environmental impacts which are new or substantially changed from those already analyzed and addressed in the General Plan 2035 (“General Plan”) Environmental Impact Report and addendum thereto (collectively, “EIR”) and, therefore has determined that none of the elements set forth in Public Resources Code Section 21166 or Section 15162 of the CEQA Guidelines exists and therefore has determined, in accordance Public Resources Code Section 21166 and Section 15162 of the CEQA Guidelines, that no subsequent or supplemental Environmental Impact Report, Negative Declaration or Mitigated Negative Declaration is required to be prepared prior to adopting the Ordinance approving this Agreement.

H. In addition to the Project Approvals, the Project may require various additional land use and construction approvals, termed Subsequent Approvals (as defined in Section 1.4.7), in connection with development of the Project.

I. City has given the required notice of its intention to adopt this Development Agreement and has conducted public hearings thereon pursuant to Government Code Section 65867. As required by Government Code Section 65867.5, City has found that the provisions of this Development Agreement and its purposes are consistent with the goals, policies, standards and land use designations specified in the General Plan and the North Central Roseville Specific Plan (“NCRSP”), as amended by the Project.

J. On January 12, 2023, the City Planning Commission (“Planning Commission”), the initial hearing body for purposes of development agreement review, recommended the City Council (“City Council”) adopt the five (5) findings of fact and approve the Development Agreement. On _____, the City Council adopted its Ordinance No. _____ approving this Development Agreement and authorizing its execution.

K. The terms and conditions of this Development Agreement have undergone extensive review by Developer, City staff, its Planning Commission and its City Council at publicly noticed meetings and have been found to be fair, just and reasonable and in conformance with the City General Plan, the Development Agreement Legislation, and the City

Development Agreement Regulations and, further, the City Council finds that the economic interests of City's residents and the public health, safety and welfare will be best served by entering into this Development Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, City and Developer agree as follows:

ARTICLE 1.
GENERAL PROVISIONS

1.1 Parties.

1.1.1 City. City is a California municipal corporation, with offices located at 311 Vernon Street, Roseville, California. "City," as used in this Development Agreement, shall include City and any assignee of or successor to its rights, powers and responsibilities.

1.1.2 Developer. Developer is a California limited liability company, with offices located at 130 Vantis Street, Suite 200, Aliso Viejo, California. "Developer" or "Landowner", as used in this Development Agreement, shall include each and every subsequent purchaser or transferee of the Property or any portion thereof from Developer, as well as any permitted assignee or successor-in-interest as herein provided.

1.2 Property Subject to this Development Agreement.

1.2.1 Property. All of the Property, as described in Exhibit A and shown in Exhibit B, shall be subject to this Development Agreement.

1.3 Term and Effect on Prior Development Agreement.

1.3.1 Effective Date. This Development Agreement shall become effective upon the effectiveness of the ordinance approving this Agreement (the "Effective Date").

1.3.2 Term of the Agreement. The term ("Term") of this Development Agreement shall commence upon the Effective Date and shall continue in full force and effect for a period of twenty (20) years, unless extended or earlier terminated as provided in this Agreement. The Term has been established by the Parties as a reasonable estimate of the time required to develop the Project and obtain the Public Benefits of the Project.

1.3.3 Effect on Prior Development Agreement. Prior developer of the Property and the City had previously entered into a development agreement, approved and adopted pursuant to Ordinance No. 3908 on January 8, 2003, and assigned recorder number DOC-2004-0056049, related to the development of the Property within the City (the "Prior Development Agreement"). The Prior Development Agreement expired in 2010 and the parties intend and agree hereby that the Prior Development Agreement, as it relates to the Property, is replaced in whole by this Agreement upon the approval of this Agreement.

1.4 Project Approvals. Developer has applied for and obtained various environmental and land use approvals and entitlements related to the development of the Project, as described

below. For purposes of this Development Agreement, the term “Project Approvals” shall mean all of the approvals, plans and agreements described in this Section 1.4.

1.4.1 Addendum. The addendum to the General Plan EIR (the “Addendum”), which was prepared pursuant to CEQA, and supported the findings by the City Council on _____, by Resolution No. _____ that no additional CEQA analysis is required for the Project.

1.4.2 General Plan Amendments. On _____, following Planning Commission review and recommendation, and after a duly noticed public hearing, the City Council, by Resolution No. _____, approved amendments to the City General Plan (the “General Plan Amendment”), which alter the Property’s General Plan land use designation, which permits the residential uses proposed by the Project.

1.4.3 Specific Plan Amendment. On _____, following Planning Commission review and recommendation, and after a duly noticed public hearing, the City Council approved an amendment to the NCRSP (the “Specific Plan Amendment”) to allow the Project and its uses. The NCRSP, as amended by the Specific Plan Amendment, is referred to herein as the “Specific Plan”.

1.4.4 Development Agreement. On _____, following Planning Commission review and recommendation, and after a duly noticed public hearing, the City Council, by Ordinance No. _____, approved this Development Agreement and authorized its execution.

1.4.5 Rezone. On _____, following Planning Commission review and recommendation, and after a duly noticed public hearing, the City Council approved a zone change (the “Rezone”) to allow residential uses on the Property.

1.4.6 Tentative Subdivision Map. This Project requires approval of a Tentative Subdivision Map (the “Tentative Map”) to subdivide the Property and record necessary easements.

1.4.7 Subsequent Approvals. In order to develop the Project as contemplated in this Development Agreement, the Project may require land use approvals, entitlements, development permits, and use and/or construction approvals other than those listed in Sections 1.4.1 through 1.4.6 above, which may include, without limitation: development plans, amendments to applicable redevelopment plans, conditional use permits, variances, subdivision approvals, street abandonments, design review approvals, demolition permits, improvement agreements, infrastructure agreements, grading permits, building permits, right-of-way permits, lot line adjustments, site plans, sewer and water connection permits, certificates of occupancy, parcel maps, lot splits, landscaping plans, master sign programs, transportation demand management programs, encroachment permits, and amendments thereto and to the Project Approvals (collectively, “Subsequent Approvals”). Such Subsequent Approvals shall be in accordance and subject to this Development Agreement and will become Project Approvals once approved by City.

ARTICLE 2.
DEVELOPMENT OF THE PROPERTY

2.1 Project Development. Subject to the terms of this Development Agreement, Developer shall have a vested right, but not obligation, to develop the Project on the Property, in accordance with the Vested Entitlements (defined in Section 2.2).

2.2 Vested Entitlements. The permitted uses of the Property, the maximum density and/or number of residential units, the intensity of use, the maximum height and size of the proposed buildings, provisions for reservation or dedication of land for public purposes, the conditions, terms, restrictions, and requirements for subsequent discretionary actions, the provisions for public improvements and financing of public improvements, and the other terms and conditions of development applicable to the Property shall be those set forth in the Project Approvals and this Development Agreement, including, the General Plan on the Agreement Date, including the General Plan Amendment (“Applicable General Plan”), the Specific Plan on the Agreement Date, including Specific Plan Amendment (“Applicable Specific Plan”), the City Zoning Ordinance on the Agreement date, including the Rezone (“Applicable Zoning Ordinance”), and other rules, regulations, ordinances and policies of City applicable to development of the Property on the Agreement Date (collectively, the “Applicable Rules”) and together with the Project Approvals, the “Vested Entitlements.” City hereby agrees to be bound with respect to the Vested Entitlements, subject to Developer’s compliance with the terms and conditions of this Development Agreement. The intent of this Section 2.2 is to cause all development rights which may be required to develop the Project in accordance with the Project Approvals to be deemed to be “vested rights” as that term is defined under California law applicable to the development of land or property and the right of a public entity to regulate or control such development of land or property, including, without limitation, vested rights in and to building permits and certificates of occupancy. Subject to applicable law, Developer’s vested right to proceed with the development of the Property shall be subject to Subsequent Approvals, provided that any conditions, terms, restrictions and requirements for such Subsequent Approvals shall not prevent development of the Property for the use, or reduce the density and intensity of development, or limit the rate or timing of development set forth in this Agreement, so long as Developer is not in default under this Development Agreement.

2.3 Effect of Project Approvals and Applicable Rules; Future Rules.

2.3.1 Inconsistency. To the extent any future rules, ordinances, regulations or policies applicable to development of the Property (“Future Rules”) are inconsistent with the permitted uses, density and intensity of use, rate or timing of construction, maximum building height and size, provisions for reservation and dedication of land, or other elements in the Vested Entitlements under the Project Approvals as provided in this Agreement, the terms of the Project Approval and this Agreement shall prevail, unless the parties mutually agree to alter this Development Agreement. To the extent any future rules, ordinances, fees, regulations or policies applicable to development of the Property are not inconsistent with the permitted uses, density and intensity of use, rate or timing of construction, maximum building height and size, or provisions for reservation or dedication of land, or other elements in the Vested Entitlements under the Project Approvals or under any other terms of this Development Agreement, such rules, ordinances, regulations or policies shall be applicable. Without limiting the foregoing, any

future City rules, ordinances, regulations or policies shall be deemed to conflict with Project Approvals or this Development Agreement or reduce the development rights provided hereby if it would accomplish any of the following results, either by specific reference to the Project or as part of a general enactment which applies to or affects the Project:

- a. Change any land use designation or permitted use of the Property;
- b. Limit or control the availability of public utilities, services or facilities or any privileges or rights to public utilities, services, or facilities except as authorized by this Development Agreement;
- c. Limit or control the location, setback or height of buildings and structures or the density of development of the Project in a manner that is inconsistent with or more restrictive than the limitations included in the Project Approvals;
- d. Limit or control the rate, timing, phasing or sequencing of the development or construction of all or any part of the Project in any manner; or
- e. Apply to the Project any City rules, ordinances, regulations or policies otherwise allowed by this Development Agreement that is not uniformly applied on a City-wide basis or to all substantially similar types of development projects and project sites or to properties which are uniformly applied to all properties which are similarly situated.

2.3.2 Developer's Right to Rebuild. City agrees that Developer may renovate or rebuild the Project within the Term of this Agreement should it become necessary due to natural disaster, changes in seismic requirements, or should the buildings located within the Property become functionally outdated, within Developer's sole discretion, due to changes in technology. Any such renovation or rebuilding shall be subject to the permitted uses, density and intensity of use, rate or timing of construction, maximum building height and size, or provisions for reservation and dedication of land vested by this Agreement, and shall comply with the Project Approvals, the building codes existing at the time of such rebuilding or reconstruction, and any applicable requirements of CEQA.

2.3.3 Application of Changes. This Subsection 2.3 shall not preclude the application of changes in City laws, regulations, plans or policies, the terms of which are specifically mandated and required by changes in State or Federal laws or regulations, to development of the Property. To the extent that such changes in City laws, regulations, plans or policies prevent, delay or preclude compliance with one or more provisions of this Development Agreement, City and Developer shall take such action as may be required pursuant to this Development Agreement to comply therewith.

2.3.4 Authority of City. This Subsection 2.3 shall not be construed to limit the authority or obligation of City to hold necessary public hearings, or to limit discretion of City or any of its officers or officials with regard to rules, regulations, ordinances, laws and entitlements of use which require the exercise of discretion by City or any of its officers or officials, provided that subsequent discretionary actions shall not prevent or delay development of the Property for the uses and to the density and intensity of development as provided by the Project Approvals

and this Development Agreement, in effect as of the Effective Date of this Development Agreement.

2.3.5 Conflicts. In the event of an irreconcilable conflict between the provisions of the Project Approvals (on the one hand) and the Applicable Rules (on the other hand), the provisions of the Project Approvals shall apply. In the event of a conflict between the Project Approvals (on the one hand) and this Development Agreement, in particular, (on the other hand), the provisions of this Development Agreement shall control.

2.4 Development Construction Completion.

2.4.1 Timing of Development: Pardee Finding. To cure the deficiency identified in *Pardee Construction Co. v. City of Camarillo*, 37 Cal. 3d 465 (1984), the Parties acknowledge and provide that, subject to any phasing requirements that may be required by the Project Approvals, Developer shall have the right (without obligation) to develop the Property in such order and at such rate and at such times as Developer deems appropriate within the exercise of its subjective business judgment.

2.4.2 Moratorium. Subject to applicable law relating to the vesting provisions of development agreements, Developer and City intend that, except as otherwise provided herein, this Development Agreement shall vest the Project Approvals against subsequent initiatives, referenda, City resolutions, ordinances and initiatives (“City Law”) that directly or indirectly limit the rate, timing or sequencing of development or prevent or conflict with the permitted uses, density and intensity of uses or the maximum building heights and sizes as set forth in the Project Approvals. Developer shall, to the extent allowed by the laws pertaining to development agreements, be subject to any growth limitation ordinance, resolution, rule, regulation or policy which is adopted on a uniformly applied, city-wide or area-wide basis and directly concerns a public health or safety issue, in which case City shall treat Developer in a uniform, equitable and proportionate manner with all properties, public and private, which are impacted by said public health or safety issue. City shall use its best efforts and due diligence to obtain the permits, approvals and financing necessary for such facilities and to design and complete the facilities on a timely basis.

By way of example only, an ordinance which precluded the issuance of a building permit because City had inadequate sewage transmission capacity to meet the demand therefor (either city-wide or in a designated sub-area of the City) would directly concern a public health issue under the terms of this paragraph and would support a denial of a building permit within the Property, so long as City were also denying city-wide or area-wide all other requests for building permits which require sewage transmission capacity and City was using its best efforts to resolve such capacity problem. However, an attempt to limit the issuance of building permits because of a general increase in traffic congestion levels in the City would not directly concern a public health or safety issue under the terms of this paragraph.

2.4.3 No Other Requirements. Nothing in this Development Agreement is intended to create any affirmative development obligations to develop the Project at all or in any particular order or manner, or liability in Developer under this Development Agreement if the development fails to occur.

2.5 Life of Project Approvals and Subdivision Maps.

2.5.1 Life of Subdivision Maps. The terms of any subdivision or parcel map for the Property, any amendment or reconfiguration thereto, or any subsequent tentative map, shall be automatically extended such that such tentative maps remain in effect for a period of time coterminous with the term of this Development Agreement.

2.5.2 Life of Other Project Approvals. The term of all other Project Approvals shall be automatically extended such that these Project Approvals remain in effect for a period of time at least as long as the term of this Development Agreement.

2.5.3 Termination of Agreement. In the event that this Agreement is terminated prior to the expiration of the Term of the Agreement, the term of any subdivision or parcel map or any other Project Approval and the vesting period for any final subdivision map approved as a Project Approval shall be the term otherwise applicable to the approval.

2.6 Further CEQA Environmental Review.

2.6.1 Reliance on Project Addendum. The Addendum, which has been adopted by City and complies with CEQA, addresses the potential environmental impacts of the entire Project as it is described in the Project Approvals. It is agreed that, in acting on any discretionary Subsequent Approvals for the Project, City will rely on the Addendum to satisfy the requirements of CEQA to the fullest extent permissible by CEQA and will not impose on the Project any environmental mitigation measures other than those specifically imposed by the Project Approvals and the Addendum or specifically required by the Applicable Rules. Nothing in this Agreement shall be construed to require CEQA review of Ministerial Approvals.

2.6.2 Subsequent CEQA Review. If additional CEQA documentation is required for any discretionary Subsequent Approval for the Project, then the scope of such documentation shall be focused, to the extent possible consistent with CEQA, on the specific subject matter of the Subsequent Approval, and the City shall conduct such CEQA review as expeditiously as possible.

2.7 Building Regulations. “Building Regulations” consist of those Uniform Building Code and California Building Codes, as adopted by the Roseville Municipal Code and any ordinances or policies which interpret these codes where such ordinances establish construction standards that are intended to be applied ministerially to the construction of improvements on private property and public infrastructure. Building Regulations applicable to building and construction throughout the City at the time Developer applies for the applicable permits for construction of any portion of the Project shall be applicable to the building and construction authorized by such permit, except if such Building Regulations conflict in any manner with the Vested Entitlements. In the event of such conflict, the particular Building Regulation which is in conflict with the Vested Entitlements shall not apply to or govern development or construction of the Project unless it is determined by City to be required by Title 16 of the Roseville Municipal Code, as it exists at the time of the conflict.

2.8 City Processing Fees and Charges. Developer shall pay those processing, inspection and plan check fees and charges required by City under then current regulations for

processing applications and requests for permits, approvals and other actions, and monitoring compliance with any permits issued or approvals granted or the performance of any conditions with respect thereto or any performance required of Developer hereunder.

2.9 Affordable Project. The Developer shall develop, upon satisfaction of the conditions set forth in Section 2.10, the Project as a one hundred (100) percent affordable housing project, with all units other than the up to four Manager's Units as permitted by TCAC and CDLAC (defined in Section 2.9.1), restricted to Qualifying Households who are charged by and pay to the Developer the Qualifying Rent ("Affordable Project"). The requirements for each unit, including calculation of median income and resulting rents, will be set forth in a separate regulatory agreement in substantial conformance with the form attached to the affordable housing agreement (the "AHRA"), as set forth in Section 2.9.1. Developer shall submit as many applications for affordable-housing financing, as defined in Section 2.10, as commercially reasonable to submit by the end of 2024, but not less than three applications, but only if all discretionary land use approvals other than design review are approved by March 1, 2023. If, consistent with Section 2.10, Developer cannot obtain a bond and tax credit allocation after submitting applications as provided herein, then Developer can elect to develop the Self-Financed Project, as further defined in Section 2.11, and has no obligation to develop the Affordable Project. Developer commits to using good-faith efforts to submit complete and competitive applications, which may include Developer financial participation up to the value of the Property.

2.9.1 Affordable Housing Regulatory Agreement. If the Developer proceeds with the Affordable Project, the Developer and the City shall enter into an AHRA prior to issuance of building permits for the Project, which will identify current income limits and rental rates for the Restricted Units. The final AHRA shall be substantially similar in all material respects to the template attached as Exhibit F. Notwithstanding the foregoing, the parties agree that the affordability range of the units shall be between thirty (30) and eighty (80) percent area median income ("AMI"), calculated as defined in the AHRA, with an average affordability of sixty (60) percent AMI. The AHRA shall identify the obligation to produce and deliver the applicable number of rental units affordable to very low or low-income households to be provided by the Affordable Project. The term of the Agreement shall require the affordable units to be rented only to qualified affordable households for a period of fifty-five (55) years, commencing on the date of issuance of a certificate of occupancy for each affordable unit.

a. The City agrees that the AHRA shall be made junior and subordinate to Permitted Mortgages given in connection with the financing of the Project, including any refinancing thereof established and obtained pursuant to and in compliance with the provisions of this Agreement, and to any regulatory agreement with California Tax Credit Allocation Committee ("TCAC") or California Debt Limit Allocation Committee ("CDLAC"). Economic Development Director or his/her designee is hereby authorized and directed to execute such subordination agreements, intercreditor agreements, stand still agreements, modifications to this Agreement and the AHRA, and/or other documents as may be requested by the Permitted Mortgagees to evidence subordination to the financing for the Affordable Project, without further authorization from the City.

b. The AHRA will define the “Minimum Set-Aside Test” as the set-aside test selected by the Owner/Developer pursuant to Section 42(g) of the Internal Revenue Code (the “Code”) with respect to the percentage of Regulated Units to be occupied by tenants with incomes equal to no more than a certain percentage of area median income. Under the AHRA, the City shall allow the Owner/Developer to select the 40-60 Set-Aside Test as the Minimum Set-Aside Test or the Average Income Set-Aside Test as the Minimum Set-Aside Test, at Developer’s discretion. “Average Income Set-Aside Test” means the Minimum Set-Aside Test described in Section 42(g)(1)(C) of the Code.

2.9.2 Subsidies. No City subsidies will be required/requested due to the Rezone. However, development fee deferral and financing programs can be offered through the Economic Development Division as a result of providing affordable housing and if the Affordable Project proceeds, the City commits to supporting deferring development fees for the Affordable Project for at least three (3) years following the date that building permits are issued for vertical construction of apartment units, or on occupancy, whichever occurs first.

2.10 Applications for Project Housing Finance Sources for the Affordable Project. The Parties acknowledge that applying for volume cap for tax-exempt bonds from CDLAC and Low-Income Housing Tax Credits from TCAC is a competitive process and there is no assurance that the Developer will successfully secure such bonds and credits from CDLAC and TCAC, respectively. If the Developer applies for volume cap for tax-exempt bonds from CDLAC and applies for Low-Income Housing Tax Credits and State Tax Credits from TCAC as commercially reasonable and as specified in Section 2.9, and is unsuccessful in obtaining such bonds or credits after submitting applications consistent with the terms of Sections 2.9 and 2.10, then Developer shall not be required to develop the Affordable Project, but instead may develop, with its own funding sources, an approximately 360-unit project (“Self-Financed Project”), as further defined in Section 2.11. If requested and the Developer is in compliance with this Agreement, the City shall provide an estoppel to CDLAC that indicates Developer is in compliance as of the date of the Bond Application.

2.11 Self-Financed Project. The Self-Financed Project shall include no less than twenty (20) percent of the units as deed-restricted affordable units, consisting of ten (10) percent low income (eighty (80) percent AMI) units and ten (10) percent very-low income (fifty (50) percent AMI) units, as AMI is defined in the affordable housing regulatory agreement applicable to the Self-Financed Project. The Self-Financed Project would not require an award of Low-Income Housing Tax Credits from TCAC, an award of volume cap for tax-exempt bonds from CDLAC, or City subsidies. If the Developer proceeds with the Self-Financed Project, Developer shall reimburse the City for entitlement costs associated with the General Plan Amendment, Specific Plan Amendment, Rezone, and Development Agreement necessary to entitle the Project and that had been paid for with City Housing Element Implementation Funds. At Developer’s election, the Developer can seek approval of any of the benefits to which the Self-Financed Project may be entitled pursuant to Government Code section 65915. The requirements for each affordable unit, including calculation of median income and resulting rents, will be set forth in the Affordable Rental Housing Agreement (“ARHA”), as described in Section 2.11.1.

2.11.1 Prior to the issuance of a building permit for the applicable Self-Financed Project, the parties shall enter into an ARHA for such residential rental units

affordable to low-income and very low-income households, which shall identify the obligation to produce and deliver the applicable number of rental units affordable to very low or low income households to be provided by the Self-Financed Project, as well as the median income and resulting rents. The final AHRA shall be substantially similar in all material respects to the template attached as Exhibit G. The term of this ARHA shall require the affordable units to be rented only to qualified affordable households for a period of fifty-five (55) years, commencing on the date of issuance of a certificate of occupancy for each affordable unit. The City agrees that the ARHA shall be made junior and subordinate to Permitted Mortgages given in connection with the financing of the Project, including any refinancing thereof established and obtained pursuant to and in compliance with the provisions of this Agreement. Economic Development Director or his/her designee is hereby authorized and directed to execute such subordination agreements, intercreditor agreements, stand still agreements, modifications to this Agreement and the ARHA, and/or other documents as may be requested by the Permitted Mortgagees to evidence subordination to the financing for the Self-Financed Project, without further authorization from the City.

2.12 Voluntary Offering of Affordable Housing. This Agreement, and the affordable housing contemplated herein, is entered into voluntarily by the Parties and is not required by any City inclusionary housing ordinance.

ARTICLE 3. DEVELOPER OBLIGATIONS

3.1 Public Benefits. In consideration of, and in reliance on, City agreeing to the provisions of this Development Agreement, Developer will provide the public benefits (“Public Benefits”) described in Exhibit C, which are over and above those dedications, conditions and exactions required by laws or regulations. In addition, if Developer proceeds with the Self-Financed Project, Developer shall provide the City with a public benefit payment of one thousand ten dollars (\$1,010.00) for each market-rate unit therein.

3.2 Development Fees, Exactions; and Conditions.

3.2.1 General. All fees, exactions, dedications, reservations or other impositions to which the Project would be subject, but for this Development Agreement, are referred to in this Development Agreement either as “Processing Fees” (as defined in Section 3.2.2) or “Impact Fees” (as defined in Section 3.2.3).

3.2.2 Processing Fees. “Processing Fees” mean fees charged on a Citywide basis to cover the cost of City review of applications for any permit or other review by City departments. Subject to Section 2.9.2, applications for Subsequent Approvals for the Project shall be charged Processing Fees to allow City to recover its actual and reasonable costs of processing Developer’s Subsequent Approvals with respect to the Project, including but not limited to fees to cover time for staff review and technology fees to cover the cost of permitting software.

3.2.3 Impact Fees. “Impact Fees” means monetary fees, exactions or impositions, other than taxes or assessments, whether established for or imposed upon the Project individually or as part of a class of projects, that are imposed by City on the Project in connection with any Project Approval for the Project for any purpose, including, without limitation, defraying all or a portion of the cost of public services and/or facilities construction, improvement, operation and maintenance attributable to the burden created by the Project. Any fee, exaction or imposition imposed on the Project which is not a Processing Fee is an Impact Fee. Except as otherwise provided herein, any and all required Impact Fees by Developer shall be made at the time and in the amount specified by then applicable City ordinances. Wherever this Development Agreement obligates Developer to design, construct or install any improvements, the cost thereof may be provided by Developer by a public financing mechanism, subject to and in accordance with the provisions thereof. Nothing in this Development Agreement shall diminish or eliminate any of Developer’s rights set forth in Government Code Section 66000 *et seq.* (“AB 1600”).

3.2.4 Fee Reductions or Credits. The Parties intend that the Impact Fees described in Section 3.2.3 are in lieu of any exactions, taxes, or assessments generally intended to address similar uses or purposes, and that Developer shall not be required to pay two times for any such exaction, fee, or assessment. Accordingly, the fees described in Section 3.2.3 shall be subject to reductions/credits in an amount equal to Developer’s actual cost of complying with any such lawfully imposed exaction, tax, or assessment intended to address similar uses or purposes, whether imposed on the Project, the Property, the Project Approvals or the Subsequent Approvals. Prior to payment of fees, the Developer shall make a written request to City for any reduction/credit. Upon receipt of the written request, City and Developer shall meet, in good faith, to determine the appropriate reduction/credit. The final determination of the amount of the reduction/credit shall be made by the City.

3.2.5 Community Facilities District (CFD). No residential building permit shall be issued until the Property has been annexed into the existing Community Facilities District No. 3 (Municipal Services) (known as CFD #3 or Muni CFD). This Property is being added into Muni CFD to provide the funds required to offset the Project’s impact on City general fund resources available to pay for municipal services Citywide, including the Property. The Developer hereby consents to such annexation. Developer shall cooperate with the City’s Finance Department in preparing the appropriate documentation for the annexation of the Property into the Muni CFD. In order to allow the Muni CFD annexation to be in place at the beginning of the Levy cycle, the documentation shall be provided to the Finance Department by Developer not later than March 15 of the year preceding the Levy cycle in which the Muni CFD annexation will become effective. The initial amount of the maximum special tax shall be in accordance with the Municipal Services District Rate, Method, and Apportionment (“RMA”), and adjusted annually for inflation. The initial amount of the maximum special tax (for the 2022/23 City fiscal year, and as may be subsequently adjusted annually in accordance with the provisions in the Muni CFD) shall be \$508.02 for low-density residential (LDR) units, \$297.08 for medium-density residential (MDR) units, \$148.54 for high-density residential (HDR) units, \$1,189.85 per acre for business professional land uses, and \$1,384.44 per acre for commercial land uses. Consistent with the formation of the Muni CFD (Resolution 04-426) the maximum special tax for affordable units shall be fifty percent (50%) of the amount shown above (\$74.27 for affordable HDR units). The Project consists of HDR units and would be subject to the

applicable HDR special tax (i.e., either the market-rate or affordable special tax, as appropriate). City shall initiate the necessary steps to amend the RMA in the City's existing Muni CFD to conform to the above-referenced initial amounts of maximum special taxes.

3.3 Mitigation Measures. Notwithstanding any other provision in this Agreement to the contrary, as and when Developer elects to develop the Property, Developer shall be bound by, and shall perform, all mitigation measures and conditions of approvals in the Project Approvals.

3.4 Public Trail. Consistent with the provisions of the NCRSP, the Developer shall dedicate a minimum forty-foot (40') landscape easement, along the portion of the site adjacent to Highway 65, for an eight-foot (8') wide pedestrian and bicycle trail ("Trail"). The Developer shall also improve the Trail, consistent with the NCRSP, as more specifically described in Exhibit D. The City will maintain the trail after construction.

ARTICLE 4. CITY OBLIGATIONS

4.1 Processing of Subsequent Approvals. By approving the Project Approvals, City has determined that the Project is in the best interests of the public health, safety and general welfare. The Subsequent Approvals shall be issued by City so long as they comply with this Agreement and applicable law and are consistent with the Project Approvals as set forth above. The City agrees to cooperate with Developer in securing all permits which may be required by City. With respect to any permit which calls for City approval, such approval shall not be unreasonably withheld. In the event State or Federal laws or regulations enacted after this Agreement has been executed, or action of any governmental jurisdiction, prevent, delay or preclude compliance with one or more provisions of this Agreement, or require changes in plans, maps or permits approved by City, the parties agree that the provisions of this Agreement shall be modified, extended or suspended as may be necessary to comply with such State and Federal laws or regulations or the regulations of other governmental jurisdictions. Each party agrees to extend to the other its prompt and reasonable cooperation in so modifying this Agreement or approved plans.

4.2 Conditions of Subsequent Approvals. In connection with any Subsequent Approvals, City shall have the right to impose reasonable conditions including, without limitation, normal and customary dedications for rights of way or easements for public access, utilities, water, sewers, and drainage necessary for the Project; provided, however, such conditions and dedications shall not be inconsistent with the Applicable Rules or Project Approvals, nor inconsistent with the development of the Project as contemplated by this Agreement. Developer may protest any conditions, dedications or fees in accordance with California Government Code section 66020.

4.3 Infrastructure Capacity. Subject to Developer's installation of infrastructure in accordance with the requirements of the Project Approvals, City hereby acknowledges that it will endeavor to have sufficient capacity in its infrastructure, services and utility systems, including, without limitation, traffic circulation, storm drainage, flood control, electric service, sewer

collection, sewer treatment, sanitation service and, except for reasons beyond City's control, water supply, treatment, distribution and service, as and when necessary to serve the Project as it is developed. The City is the water and electricity provider and to the extent that City renders these services or provides these utilities, City hereby agrees that it will serve the Project and that there shall be no restriction on hookups or service for the Project except for reasons beyond City's control.

4.4 Assistance with CDLAC and TCAC. The City agrees to strongly support the Affordable Project as the local reviewing agency for Developer's application for Low-Income Housing Tax Credits submitted to TCAC and for Developer's application for volume cap submitted to CDLAC. The City agrees to provide evidence to CDLAC and TCAC that the Project has been granted all necessary discretionary land use approvals that allow for housing and to hold a TEFRA Hearing in connection with Developer's application submitted to the California Debt Limit Allocation Committee in a timely manner and to support the Project at any such TEFRA Hearing. "TEFRA Hearing" means a public hearing by a jurisdiction, following public notice, in order to approve the issuance of qualified private activity bonds under Section 147(f) of the Code. If reasonable changes to this Agreement are required to comply with the requirements of TCAC or CDLAC, the City agrees to effectuate such changes to be in compliance with the requirements, provided that such changes shall be at no cost to the City and shall not adversely affect the rights of the City under this Agreement. The City agrees that they will support bonds issued by California Housing Finance Agency ("CalFHA") or the California Statewide Communities Development Authority ("CSCDA").

4.5 Welfare Exemption. The City acknowledges that if the Developer undertakes the Affordable Project, the Developer intends to obtain the welfare exemption from property taxes afforded under Section 214, subdivision (g), of the California Revenue and Taxation Code ("Welfare Exemption"). Nothing in this Agreement shall prohibit Developer from obtaining such Welfare Exemption and the City agrees to provide all reasonable support and cooperation to Developer in securing the Welfare Exemption.

ARTICLE 5.

ADDITIONAL RIGHTS AND OBLIGATIONS OF THE PARTIES; ALLOCATIONS OF RIGHTS AND OBLIGATIONS OF THE PARTIES

5.1 Conveyance of Public Infrastructure.

5.1.1 Acceptance; Maintenance. Upon completion of any and all public infrastructure to be completed by Developer, including the Trail, and after complying with any requirements for such public infrastructure under this Agreement, Developer shall offer for dedication to City from time to time as such public infrastructure is completed, free and clear of any non-utility easements, encumbrances, conditions, or appurtenances, and City shall accept from Developer the completed public infrastructure (and release to Developer any bonds or other security posted in connection with performance thereof in accordance with the terms of such bonds), and thereafter City shall maintain the public infrastructure. Developer may offer dedication of public infrastructure in phases and the City, upon determination that the infrastructure meets all applicable City requirements and so long as all associated conditions for

acceptance have been satisfied, shall accept such phased dedications and shall release associated bonds or other security in phases.

5.2 Public Improvements. City shall use its best efforts to work with Developer to ensure that all public infrastructure in connection with the Project is (i) designed and constructed in accordance with all applicable City standards, (ii) reviewed and accepted by City in the most expeditious fashion possible, and (iii) maintained by City after acceptance, including, without limitation, maintenance of the public parks. Notwithstanding the foregoing, Developer is ultimately responsible for designing and constructing the public infrastructure in accordance with all applicable City standards and this Agreement. Additionally, Developer (or its affiliates or contractor(s)) shall be responsible for obtaining all permits and approvals necessary for development of the public infrastructure.

5.3 Specific Plan and Related Conditions of Approvals.

5.3.1 Developer's Rights and Obligations. Developer shall be entitled to all of the rights, and shall be subject to all of the obligations, under the Specific Plan that (a) are set forth in those Sections of the Specific Plan that apply exclusively to the Project or the Property; or (b) are set forth in those Sections of the Specific Plan that apply nonexclusively to the Project or the Property, but only with respect to the share of such rights and obligations that is proportionately allocable to the Project or the Property.

5.3.2 Default. A default by any other party with respect to any obligation not identified as an obligation of Developer in the Specific Plan, this Agreement, or the General Plan, shall not constitute a default by Developer. In the event of any such default, the City shall not exercise any of the rights or remedies available to it in connection with such default in a manner that would adversely affect Developer or the development, use, operation or occupancy of the Property or the Project.

ARTICLE 6.
ANNUAL REVIEW

6.1 Annual Review. The annual review required by California Government Code Section 65865.1 and Section 19.84.080 of the City Municipal Code shall be conducted at least every twelve (12) months, as such period may be amended, during the term of this Agreement. Such review shall be limited in scope to compliance with the terms of this Agreement pursuant to Government Code Section 65865.1. Notice of such review shall include the statement that any review of obligations of Developer as set for in this Agreement may result in termination of this Agreement. A finding by the City of good faith compliance by Developer shall be conclusive with respect to the performance of Developer during the period preceding the review. Developer shall be responsible for the cost reasonably and directly incurred by the City to conduct such review, the payment of which shall be due in within thirty (30) days after conclusion of the review and receipt from the City of the bill for such costs.

Upon not less than thirty (30) days written notice by the City, Developer shall provide such information as may be reasonably requested and deemed to be required by the City to ascertain compliance with this Agreement.

In the same manner prescribed in Section 12, the City shall deposit in the mail to Developer or email Developer a copy of all staff reports and related exhibits concerning contract performance at least ten (10) calendar days prior to any such periodic review. Developer shall be permitted an opportunity to be heard orally or in writing regarding its performance under this Agreement before the City Council or, if the matter is referred to the Planning Commission, before the Planning Commission.

If City takes no action within thirty (30) days following the hearing required under City Municipal Code Section 19.94.080, Developer shall be deemed to have complied in good faith with the provisions of the Agreement.

Failure of the City to conduct an annual review shall not constitute a waiver by the City of its rights to otherwise enforce the provisions of this Agreement nor shall the Developer have or assert any defense to such enforcement by reason of any such failure to conduct an annual review.

6.2 Relationship to Default Provisions. The above procedures shall supplement and shall not replace that provision of Section 8.4 of this Development Agreement whereby either City or Developer may, at any time, assert matters which either Party believes have not been undertaken in accordance with this Development Agreement by delivering a written Notice of Default and following the procedures set forth in said Section 8.4.

ARTICLE 7. AMENDMENTS

7.1 Amendments to or Cancellation of Development Agreement. This Development Agreement may be amended from time to time or canceled in whole or in part by mutual consent of both Parties in writing in accordance with the provisions of the Development Agreement Legislation and the City Development Agreement Regulations. Review and approval of an amendment to this Development Agreement shall be strictly limited to consideration of only those provisions to be added or modified. All amendments to this Development Agreement shall automatically become part of the Project Approvals. The parties acknowledge that under the City Zoning Code and applicable rules, regulations and policies of the City, the Development Services Director has the discretion to approve minor modifications to approved land use entitlements without the requirement for a public hearing or approval by the City Council and that these Zoning Code provisions apply to development agreements, including this Agreement.

7.2 Amendments to Project Approvals. Project Approvals (except for this Development Agreement the amendment process for which is set forth in Section 7.1) may be amended or modified from time to time, but only at the written request of Developer or with the written consent of Developer and in accordance with Section 2.3. All amendments to the Project Approvals shall automatically become part of the Project Approvals. The permitted uses of the Property, the maximum density and/or number of residential units, the intensity of use, the maximum height and size of the proposed buildings, provisions for reservation or dedication of land for public purposes, the conditions, terms, restrictions and requirements for subsequent discretionary actions, the provisions for public improvements and financing of public improvements, and the other terms and conditions of development as set forth in all such

amendments shall be automatically vested pursuant to this Development Agreement, without requiring an amendment to this Development Agreement. Amendments to the Project Approvals shall be governed by the Project Approvals and the Applicable Rules, subject to Section 2.3. The City shall not request, process or consent to any amendment to the Project Approvals that would affect the Property or the Project without Developer's prior written consent. Pursuant to the Zoning Code section 19.76.180, the approval of any minor modifications to the Project Approvals shall not constitute nor require an amendment to this Agreement by City Council to be effective.

ARTICLE 8. DEFAULT, REMEDIES AND TERMINATION

8.1 Events of Default. Subject to any extensions of time by mutual consent of the Parties in writing, and subject to the provisions of Section 12.2 hereof regarding permitted delays and a Mortgagee's right to cure pursuant to Section 11.3 hereof, any failure by either Party to perform any material term or provision of this Agreement, including any default identified as part of the Annual Review in section 6.1, shall constitute an "Event of Default." In the event of default or breach of any terms or conditions of this Agreement, the Party alleging such default or breach shall give the other Party not less than thirty (30) days' notice in writing, as specified in Section 12.1, specifying the nature of the alleged default and the manner in which said default may be satisfactorily cured. During any such thirty (30) day period, the Party charged shall not be considered in default for purposes of termination or institution of legal proceedings. The waiver by either Party of any default under this Agreement shall not operate as a waiver of any subsequent breach of the same or any other provision of this Development Agreement. Notwithstanding the foregoing, no building permit shall be issued or building permit application accepted for any structure on the Property if the permit applicant owns and controls any property subject to this Agreement, and if such applicant or entity or person controlling such applicant is in default of the terms of this Agreement.

8.2 Meet and Confer. During the time periods specified in Section 8.1 for cure of a failure of performance, the Parties shall meet and confer in a timely and responsive manner, to attempt to resolve any matters prior to litigation or other action being taken, including without limitation any action in law or equity; provided, however, nothing herein shall be construed to extend the time period for this meet and confer obligation beyond the thirty (30)-day cure period referred to in Section 8.1 (even if the thirty (30)-day cure period itself is extended pursuant to Section 8.1 unless the Parties agree otherwise in writing.

8.3 Remedies and Termination. If, after notice and expiration of the cure periods and procedures set forth in Sections 8.1 and 8.2, the alleged Event of Default is not cured, the non-defaulting Party, at its option, may institute legal proceedings pursuant to Section 8.4 of this Development Agreement and/or terminate this Development Agreement pursuant to Section 8.5 herein. In the event that this Development Agreement is terminated pursuant to Section 8.5 herein and litigation is instituted that results in a final decision that such termination was improper, then this Development Agreement shall immediately be reinstated as though it had never been terminated.

8.4 Legal Action by Parties.

8.4.1 Remedies. Either Party may, in addition to any other rights or remedies, institute legal action to cure, correct or remedy any default, enforce any covenant or agreement herein, enjoin any threatened or attempted violation thereof, enforce by specific performance the obligations and rights of the Parties hereto or to obtain any remedies consistent with the purpose of this Development Agreement. All legal actions shall be initiated in the Superior Court of the County of Placer, State of California, or in the Federal District Court in the Eastern District of California.

8.4.2 No Damages. In no event shall either Party, or its boards, commissions, officers, agents or employees, be liable in damages for any default under this Development Agreement, it being expressly understood and agreed that the sole legal remedy available to either Party for a breach or violation of this Development Agreement by the other Party shall be an action in mandamus, specific performance or other injunctive or declaratory relief to enforce the provisions of this Development Agreement by the other Party, or to terminate this Development Agreement. In connection with the foregoing provisions, each Party acknowledges, warrants and represents that it has been fully informed with respect to, and represented by counsel of such Party's choice in connection with, the rights and remedies of such Party hereunder and the waivers herein contained, and after such advice and consultation has presently and actually intended, with full knowledge of such Party's rights and remedies otherwise available at law or in equity, to waive and relinquish such rights and remedies to the extent specified herein, and to rely to the extent herein specified solely on the remedies provided for herein with respect to any breach of this Development Agreement by the other Party.

8.5 Effects of Litigation. If litigation is timely instituted, and a final judgment is obtained, which invalidates in its entirety this Development Agreement, then Developer shall have no obligations whatsoever under this Development Agreement. In the event that any payment(s) have been made by or on behalf of Developer to City pursuant to the obligations contained in Section 3.2, City shall give to Developer a refund of the monies remaining in any segregated City account into which such payment(s) were deposited, if any, along with interest which has accrued, if any. To the extent the payment(s) made by or on behalf of Developer were not deposited, or no longer are, in the segregated City account, City shall give Developer a credit for the amount of said payment(s) as determined pursuant to this Section 8.5, along with interest, if any, that has accrued, which credit may be applied by Developer to any costs or fees imposed by City on Developer in connection with construction or development within or outside the Property. Developer shall be entitled to use all or any portion of the credit at its own discretion until such time as the credit has been depleted. Any credits due to Developer pursuant to this Section 8.5 may, at Developer's own discretion, be transferred by Developer to a third party for application by said third party to any costs or fees imposed by City on the third party in connection with construction or the development of property within City, whether or not related to the Project. In the event that Developer has already developed or is developing a portion of the Project at the time of any invalidation of the Development Agreement, then any such refund or credit shall be limited to the amount paid by Developer that exceeds, on a pro rata basis, the proportion and uses of the Property retained by Developer to the entire Property. This Section 8.5 shall survive the termination or expiration of this Development Agreement.

8.6 Termination.

8.6.1 Expiration of Term. Except as otherwise provided in this Development Agreement, this Development Agreement shall be deemed terminated and of no further effect upon the expiration of the Term of this Development Agreement as set forth in Section 1.3.

8.6.2 Survival of Obligations. Upon the termination or expiration of this Development Agreement as provided herein, neither Party shall have any further right or obligation with respect to the Property under this Development Agreement except with respect to any obligation that is specifically set forth as surviving the termination or expiration of this Development Agreement. The termination or expiration of this Development Agreement shall not affect the validity of the Project Approvals (other than this Development Agreement) for the Project.

8.6.3 Termination by City. Notwithstanding any other provision of this Agreement, City shall not have the right to terminate this Agreement with respect to all or any portion of the Property before the expiration of its Term unless City complies with all termination procedures set forth in the Development Agreement Legislation and there is an alleged Event of Default by Developer and such Event of Default is not cured pursuant to Article 6 herein or this Article 8. Compliance with the procedures set forth in Article 6 and Sections 8.1 through 8.3 and 8.6 shall be deemed full compliance with the requirements of the California Claims Act (Government Code Section 900 *et seq.*) including, but not limited to, the notice of an event of default hereunder constituting full compliance with the requirements of Government Code Section 910.

ARTICLE 9.

COOPERATION, IMPLEMENTATION, AND INDEMNITY

9.1 Further Actions and Instruments. Each Party to this Development Agreement shall cooperate with and provide reasonable assistance to the other Party and take all actions necessary to ensure that the Parties receive the benefits of this Development Agreement, subject to satisfaction of the conditions of this Development Agreement. Upon the request of any Party, the other Party shall promptly execute, with acknowledgment or affidavit if reasonably required, and file or record such required instruments and writings and take any actions as may be reasonably necessary under the terms of this Development Agreement to carry out the intent and to fulfill the provisions of this Development Agreement or to evidence or consummate the transactions contemplated by this Development Agreement.

9.2 Regulation by Other Public Agencies. Other public agencies not within the control of City may possess authority to regulate aspects of the development of the Property separately from or jointly with City, and this Development Agreement does not limit the authority of such other public agencies.

9.3 Other Governmental Permits and Approvals; Grants. Developer shall apply in a timely manner in accordance with Developer's construction schedule for the permits and approvals from other governmental or quasi-governmental agencies having jurisdiction over the Project as may be required for the development of, or provision of services to, the Project.

Developer shall comply with all such permits, requirements, and approvals. City shall cooperate with Developer in its endeavors to obtain (a) such permits and approvals and shall, from time to time, at the request of Developer, attempt with due diligence and in good faith to enter into binding agreements with any such entity to ensure the availability of such permits and approvals, or services, at each stage of the development of the Project; and (b) any grants for the Project for which Developer applies, but City has no obligation to ensure Developer obtains any such permits, approvals, or grants.

9.4 Cooperation in the Event of Third-Party Legal Challenge.

9.4.1 Effect of Third-Party Litigation on the Project. The filing of any third-party lawsuit(s) against City or Developer relating to this Agreement, the Project Approvals or other development issues affecting the Property shall not delay or stop the development, processing or construction of the Project or approval of any Subsequent Approvals, unless the third party obtains a court order preventing the activity. City shall not stipulate to or cooperate in the issuance of any such order. Developer understands that if it decides to proceed with the Project during third-party litigation, it would be doing so at its own risk.

9.4.2 Defense Against Third-Party Challenges. In the event of any administrative, legal or equitable action instituted by a third party challenging the validity of any provision of this Development Agreement, the procedures leading to its adoption, or the Project Approvals for the Project, Developer shall defend such action (whether brought against Developer or City) at its own expense. Developer shall have the right, in its sole discretion, to elect whether or not to defend such action with its own counsel (and pay for such counsel at its own expense), and to control its participation and conduct in the litigation in all respects permitted by law. To the extent legally allowed, the Parties hereby agree to affirmatively cooperate in the defense of said action and to execute a joint defense and confidentiality agreement in order to share and protect information, under the joint defense privilege recognized under applicable law. As part of the cooperation in defending an action, City and Developer shall coordinate their defense to make the most efficient use of legal counsel and to share and protect information. City retains the option to select and employ independent defense counsel at its own expense. The City shall not terminate its defense or settle any third-party litigation of Project Approvals without Developer's consent, which consent shall not be unreasonably withheld, conditioned, or delayed, and neither shall City proceed with third-party litigation if Developer chooses to settle.

9.4.3 Revision to Project. In the event of a court order issued as a result of a successful legal challenge, City shall, to the extent permitted by law or court order, in good faith seek to comply with the court order in such a manner as will maintain the integrity of the Project Approvals and avoid or minimize to the greatest extent possible (i) any impact to the development of the Project as provided for in, and contemplated by, the Vested Entitlements, or (ii) any conflict with the Vested Entitlements or frustration of the intent or purpose of the Vested Entitlements.

9.5 Indemnity. Developer and its successors-in-interest and assigns, hereby agrees to, and shall defend, indemnify, and hold City, its elective and appointive boards, commissions, officers, agents, and employees harmless from any liability for damages arising from a challenge

of the validity of any provision of this Development Agreement, the procedures leading to its adoption, or the Project Approvals for the Project, or claims for damage for personal injury, or bodily injury, including death, as well as from claims for property damage which may arise from the operations of Developer, or of Developer's contractors, subcontractors, agents, or employees under this Agreement, whether such operations be by Developer, or by any of Developer's contractors or subcontractors, or by any one or more persons directly or indirectly employed by, or acting as agent for, Developer or Developer's contractors or subcontractors, unless such damage or claim arises from the sole negligence or willful misconduct of City. The foregoing indemnity obligation of Developer shall not apply to any liability for damage or claims for damage with respect to any damage to or use of any public improvements after the completion and acceptance thereof by City. In addition to the foregoing indemnity obligation, Developer agrees to and shall defend, indemnify and hold City, its elective and appointive boards, commissions, officers, agents and employees harmless from any suits or actions at law or in equity arising out of the execution, adoption or implementation of this Agreement, exclusive of any such actions brought by Developer, its successors-in-interests or assigns. City acknowledges hereby that the foregoing liability of Developer shall be limited to its interest in the Property and that neither Developer nor any of its partners, officers, shareholders, employees or agents shall have any personal liability therefor.

9.6 State, Federal or Case Law. Where any state, federal or case law allows City to exercise any discretion or take any act with respect to that law, City shall, in an expeditious and timely manner, at the earliest possible time, (a) exercise its discretion in such a way as to be consistent with, and carry out the terms of, this Agreement and (b) take such other actions as may be necessary to carry out in good faith the terms of this Agreement.

9.7 Defense of Agreement. City shall take all actions that are necessary or advisable to uphold the validity and enforceability of this Agreement. If this Agreement is adjudicated or determined to be invalid or unenforceable, City agrees, subject to all legal requirements, to consider modifications to this Agreement to render it valid and enforceable to the extent permitted by applicable law.

ARTICLE 10. ASSIGNMENT

Developer shall have the full right to assign this Agreement as to the Property, or any portion thereof, in connection with any sale, transfer or conveyance thereof, and upon the express written assignment by Developer and assumption by the assignee of such assignment in the form attached hereto as Exhibit E (if attached) and the conveyance of Developer's interest in the Property related thereto, Developer shall be released from any further liability or obligation hereunder related to the portion of the Property so conveyed and the assignee shall be deemed to be the "Developer," with all rights and obligations related thereto, with respect to such conveyed property. Landowner shall provide City with prompt notice and a copy of any assignment made under this Agreement.

Developer shall be free from any and all liabilities accruing on or after the date of any assignment or transfer with respect to those obligations assumed by a transferee. No breach or default hereunder by any person succeeding to any portion of Developer's obligations under this

Agreement shall be attributed to Developer, nor may Developer's rights hereunder be canceled or diminished in any way by any breach or default by any such person.

ARTICLE 11.
MORTGAGEE AND INVESTOR LIMITED PARTNER PROTECTION;
CERTAIN RIGHTS OF CURE

11.1 Mortgagee Protection. This Agreement shall not prevent or limit Developer in any manner, at Developer's sole discretion, from encumbering the Property or any portion thereof or any improvement thereon by any mortgage, deed of trust or other security device securing financing with respect to the Property ("Mortgage"). This Development Agreement shall be superior and senior to any lien placed upon the Property or any portion thereof after the date of recording this Development Agreement, including the lien of any Mortgage. Notwithstanding the foregoing, the ARHA or AHRA, as applicable, shall be subordinate to any Mortgage, Land Note, and CalFHA Subsidy, and no breach hereof shall defeat, render invalid, diminish or impair the lien of any Mortgage, Land Note, or CalFHA subsidy made in good faith and for value, but all of the terms and conditions contained in this Development Agreement shall be binding upon and effective against and inure to the benefit of any person or entity, including any deed of trust beneficiary or mortgagee ("Mortgagee") who acquires title to the Property, or any portion thereof, by foreclosure, trustee's sale, deed in lieu of foreclosure, or otherwise.

11.2 Mortgagee Not Obligated. Notwithstanding the provisions of Section 11.1 above, Mortgagee and Investor Limited Partner shall not have any obligation or duty under this Development Agreement to perform Developer's obligations or other affirmative covenants of Developer hereunder; provided, however, that neither a Mortgagee nor an Investor Limited Partner shall be entitled to devote the Property to any uses or to construct any improvements thereon other than those uses or improvements provided for or authorized by this Development Agreement, or by the Project Approvals and Applicable Rules.

11.3 Notice of Default to Mortgagee and Investor Limited Partner; Right of Mortgagee to Cure. If City receives a notice from a Mortgagee or Investor Limited Partner requesting a copy of any notice or demand given by the City to Developer as to any breach, default or noncompliance under this Agreement and specifying the address for service thereof, then City shall deliver to such Mortgagee or Investor Limited Partner, within ten (10) days of service thereon to Developer, any notice given to Developer with respect to any claim by City that Developer has committed any breach, default or noncompliance under this Agreement. Each of Mortgagee and Investor Limited Partner shall have the right (but not the obligation) during the greater of: (i) 90 days after receipt of the City's notice or (ii) such same period available to Developer to cure or remedy, or to commence to cure or remedy, the Event of Default claimed or the areas of noncompliance set forth in City's notice. If such default shall be a default which can only be remedied or cured by such Mortgagee upon obtaining possession of the Property, then Mortgagee shall seek to obtain possession with diligence and continuity through a receiver or otherwise, and shall remedy or cure such default within 90 days after obtaining possession; provided, however, that in the case of a default which cannot with diligence be remedied or cured, or the remedy or cure of which cannot be commenced within such 90-day period, such Mortgagee shall have such additional time as reasonably necessary to remedy or cure such default with diligence and continuity; and provided further that such Mortgagee shall not be

required to remedy or cure any non-curable default of Developer. Any Mortgagee who forecloses on its Mortgage, or is assigned or otherwise succeeds to Developer's rights under this Agreement, shall have the right to undertake or continue the construction or completion of the Project, subject to the terms of this Development Agreement.

11.4 No Supersedure. Nothing in this Article 11 shall be deemed to supersede or release a Mortgagee or modify a Mortgagee's obligations under any subdivision improvement agreement or other obligation incurred with respect to the Project outside this Development Agreement, nor shall any provision of this Article 11 constitute an obligation of City to such Mortgagee, except as to the notice requirements of Section 11.3.

11.5 Technical Amendments to this Article 11. City agrees to reasonably consider and approve interpretations and/or technical amendments to the provisions of this Agreement that are required by lenders for the acquisition and construction of the improvements on the Property or any refinancing thereof and to otherwise cooperate in good faith to facilitate Developer's negotiations with lenders.

ARTICLE 12. MISCELLANEOUS PROVISIONS

12.1 Limitation on Liability. Notwithstanding anything to the contrary contained in this Development Agreement, in no event shall: (a) any partner, officer, director, member, shareholder, employee, affiliate, manager, representative, or agent of Developer or any general partner of Developer or its general partners be personally liable for any breach of this Development Agreement by Developer, or for any amount which may become due to City under the terms of this Development Agreement; or (b) any member, officer, agent or employee of City be personally liable for any breach of this Development Agreement by City or for any amount which may become due to Developer under the terms of this Development Agreement.

12.2 Force Majeure. The Term of this Development Agreement and the Project Approvals and the time within which Developer shall be required to perform any act under this Development Agreement shall be extended by a period of time equal to the number of days during which performance of such act is delayed unavoidably and beyond the reasonable control of the Party seeking the delay by strikes, lock-outs and other labor difficulties, Acts of God, inclement weather, failure or inability to secure materials or labor by reason of priority or similar regulations or order of any governmental or regulatory body, changes in local, state or federal laws or regulations, any development moratorium or any action of other public agencies that regulate land use, development or the provision of services prevents, prohibits or delays construction of the Project, pandemic, enemy action, civil disturbances, wars, terrorist acts, fire, unavoidable casualties, litigation involving this Agreement or the Project Approvals, or any other cause beyond the reasonable control of Developer which substantially interferes with carrying out the development of the Project. Such extension(s) of time shall not constitute an Event of Default and shall occur at the request of any Party. In addition, the Term of this Development Agreement and any subdivision map or any of the other Project Approvals shall not include any period of time during which (i) a development moratorium is in effect; (ii) the actions of public agencies that regulate land use, development or the provision of services to the Property prevent or delay the construction, funding or development of the Project (excluding processing of

discretionary approvals) or (iii) there is any mediation, arbitration; litigation or other administrative or judicial proceeding pending involving the Vested Entitlements, or Project Approvals.

12.3 Notices, Demands and Communications Between the Parties. Formal written notices, demands, correspondence and communications between City and Developer shall be sufficiently given if delivered personally (including delivery by private courier), dispatched by certified mail, postage prepaid and return receipt requested, or delivered by nationally recognized overnight courier service, or by electronic mail followed by delivery of a “hard” copy, received within 5 days of such electronic mail, to the offices of City and Developer indicated below. Such written notices, demands, correspondence and communications may be sent in the same manner to such persons and addresses as either Party may from time-to-time designate in writing at least fifteen (15) days prior to the name and/or address change and as provided in this Section.

City: City of Roseville
311 Vernon Street
Roseville, California 95678
Attention: Planning Manager
Email: planningdivision@roseville.ca.us

with copies to: City of Roseville
311 Vernon Street
Roseville, California 95678
Attention: City Attorney
Email: attorney@roseville.ca.us

Developer Shea Properties
130 Vantis, Suite 200
Aliso Viejo, California 92656
Attention: General Counsel
Email: Julie.Guizan@JFShea.com

with copies to: Cox, Castle & Nicholson, LLP
50 California Street, Suite 3200
San Francisco, California 94111
Attention: Linda C. Klein
Email: lklein@coxcastle.com

Notices personally delivered shall be deemed to have been received upon delivery. Notices delivered by certified mail, as provided above, shall be deemed to have been given and received on the first to occur of (i) actual receipt by any of the addresses designated above as the Party to whom notices are to be sent, or (ii) within five (5) days after a certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. Notices delivered by overnight courier service as provided above shall be deemed to have been received twenty-four (24) hours after the date of deposit. Notices delivered by electronic mail shall be

deemed received upon receipt of sender of electronic confirmation of delivery, provided that a “hard” copy is delivered as provided above.

12.4 Project as a Private Undertaking; No Joint Venture or Partnership. The Project constitutes private development, neither City nor Developer is acting as the agent of the other in any respect hereunder, and City and Developer are independent entities with respect to the terms and conditions of this Agreement. Nothing contained in this Development Agreement or in any document executed in connection with this Development Agreement shall be construed as making City and Developer joint venturers or partners.

12.5 Non-Intended Prevailing Wage Requirements. Nothing in this Development Agreement is intended in any way require, or be construed to require, Developer to pay prevailing wages with respect to any work of construction or improvement within the Project (a “Non-Intended Prevailing Wage Requirement”). But for the understanding of the parties as reflected in the immediately preceding sentence, the parties would not have entered into this Development Agreement based upon the terms and conditions set forth herein. Developer and City have made every effort in reaching this Development Agreement to ensure that its terms and conditions will not result in a Non-Intended Prevailing Wage Requirement. The City, however, has no control over whether a provision in this Agreement shall trigger prevailing wages. If any provision of this Development Agreement shall be determined by any the California Department of Industrial Relations or court of competent jurisdiction to result in a Non-Intended Prevailing Wage Requirement, such determination shall not invalidate or render unenforceable any provision hereof; provided, however, that the Parties hereby agree that, in such event, this Agreement shall be reformed such that each provision of this Development Agreement that results in the Non-Intended Prevailing Wage Requirement will be removed from this Development Agreement as though such provisions were never a part of the Development Agreement, and, in lieu of such provision(s), replacement provisions shall be added as a part of this Development Agreement as similar in terms to such removed provision(s) as may be possible and legal, valid and enforceable but without resulting in the Non-Intended Prevailing Wage Requirement.

12.6 Severability. Except as set forth herein, if any term, covenant or condition of this Agreement or the application thereof to any person, entity or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant or condition to persons, entities or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law; provided, however, if any provision of this Agreement is determined to be invalid or unenforceable and the effect thereof is to deprive a party hereto of an essential benefit of its bargain hereunder, then such party so deprived shall have the option to terminate this entire Agreement from and after such determination.

12.7 Section Headings. Article and Section headings in this Development Agreement are for convenience only and are not intended to be used in interpreting or construing the terms, covenants or conditions of this Development Agreement.

12.8 Construction of Agreement. This Development Agreement has been reviewed and revised by legal counsel for both Developer and City, and no presumption or rule that ambiguities shall be construed against the drafting Party shall apply to the interpretation or enforcement of this Development Agreement. Subject to Article 2, this Development Agreement shall be subject to and construed in accordance and harmony with the City Municipal Code, as it may be amended, provided that such amendments do not affect the rights granted to the Parties by this Development Agreement.

12.9 Further Assurances. Each Party shall execute and deliver to the other all such other further instruments and documents as may be reasonably necessary to carry out this Development Agreement in order to provide and secure to the other Party the full and complete enjoyment of its rights and privileges hereunder.

12.10 Entire Agreement. This Development Agreement is executed in duplicate originals, each of which is deemed to be an original. This Development Agreement, together with the Project Approvals, constitute the entire understanding and agreement of the Parties and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter hereof. The exhibits are as follows:

Exhibit A	Legal Description of the Property
Exhibit B	Map of the Property
Exhibit C	Public Benefits
Exhibit D	Trail Improvements
Exhibit E	Assignment Form
Exhibit F	Affordable Housing Regulatory Agreement for Affordable Project
Exhibit G	Affordable Rental Housing Agreement for Self-Financed Project

12.11 Estoppel Certificates. Either Party may, at any time, and from time to time, deliver written notice to the other Party requesting such Party to certify in writing that, to the knowledge of the certifying Party, (i) this Development Agreement is in full force and effect and a binding obligation of the Parties, (ii) this Development Agreement has not been amended or modified either orally or in writing, or if amended; identifying the amendments, (iii) the requesting Party is not in default in the performance of its obligations under this Development Agreement, or if in default, to describe therein the nature and amount of any such defaults, and (iv) any other information reasonably requested. The party receiving a request hereunder shall execute and return such certificate within thirty (30) days following the receipt thereof. City acknowledges that a certificate hereunder may be relied upon by transferees and mortgagees of Developer. The failure of either Party to provide the requested certificate within such thirty (30) day period shall constitute a confirmation that this Agreement is in full force and effect and no modification or default exists.

12.12 Recordation. Pursuant to California Government Code Section 65868.5, within ten (10) days after the later of execution of the Parties of this Development Agreement or the Effective Date, the City shall record this Development Agreement with the Placer County Recorder. Thereafter, if this Development Agreement is terminated, modified or amended, the City shall record notice of such action with the Placer County Recorder.

12.13 No Waiver. No delay or omission by either Party in exercising any right or power accruing upon noncompliance or failure to perform by the other Party under any of the provisions of this Development Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either Party of any of the covenants or conditions to be performed by the other Party shall be in writing and signed by a duly authorized representative of the Party against whom enforcement of a waiver is sought, and any such waiver shall not be construed as a waiver of any succeeding breach or non-performance of the same or other covenants and conditions hereof.

12.14 Time Is of the Essence. Time is of the essence for each provision of this Development Agreement for which time is an element.

12.15 Applicable Law. This Development Agreement shall be construed and enforced in accordance with the laws of the State of California.

12.16 Attorneys' Fees. Should any legal action be brought by either Party because of a breach of this Development Agreement or to enforce any provision of this Development Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and such other costs as may be found by the court.

12.17 Third Party Beneficiaries. Except as otherwise provided herein, including but not limited to rights of Mortgagees and the Investor Limited Partner, City and Developer hereby renounce the existence of any third-party beneficiary to this Development Agreement and agree that nothing contained herein shall be construed as giving any other person or entity third party beneficiary status.

12.18 Constructive Notice and Acceptance. Every person who now or hereafter owns or acquires any right, title or interest in or to any portion of the Property is and shall be conclusively deemed to have consented and agreed to every provision contained herein, whether or not any reference to this Development Agreement is contained in the instrument by which such person acquired an interest in the Property.

12.19 Counterparts. This Development Agreement may be executed by each Party on a separate signature page, and when the executed signature pages are combined, shall constitute one single instrument.

12.20 Authority. The persons signing below represent and warrant that they have the authority to bind their respective Party and that all necessary board of directors', shareholders', partners', city councils', redevelopment agencies' or other approvals have been obtained.

IN WITNESS WHEREOF, City and Developer have executed this Development Agreement as of the date first set forth above.

[Signatures on following pages]

DEVELOPER:

Roseville Land Holdings LLC, a California limited liability company

By: Shea Properties Management Company, Inc.,
a Delaware corporation,
manager

By: _____

Name: Colm Macken

President

Title: _____

By: _____

Name: Greg Anderson

Assistant Secretary

Title: _____

CITY:

CITY OF ROSEVILLE, a California municipal corporation

By: _____

Name: Dominick Casey

Title: City Manager

ATTESTATION:

By: _____

Carmen Avalos, City Clerk

APPROVED AS TO FORM:

By: _____

Michelle Sheidenberger, City Attorney

APPROVED AS TO SUBSTANCE:

By: _____

Mike Isom, Development Services Director

STATE OF CALIFORNIA)
)
COUNTY OF _____) ss:

On _____, 20__ before me, _____ (here insert name of the officer),
Notary Public, personally appeared _____, who proved
to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to
the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

[Seal]

STATE OF CALIFORNIA)
)
COUNTY OF _____) ss:

On _____, 20__ before me, _____ (here insert name of the officer),
Notary Public, personally appeared _____, who proved
to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to
the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

[Seal]

See attached certificate

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 Orange

On February 7, 2023 before me, Julie A. Holmes, Notary Public

personally appeared Colm Macken and Greg Anderson

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 Julie A. Holmes
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: Development Agreement By and Between the City of Roseville and Roseville Holdings, LLC
Document Date: February 7, 2023 Number of Pages: 102

Signer(s) Other Than Named Above: N/A

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: _____

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

For APN/Parcel ID(s): 363-011-002-000, 363-011-003-000, 363-011-004-000, 363-011-005-000 and 363-011-007-000

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

Parcel One:

Parcels 1,2,3,4 and 6, as shown on the Parcel Map entitled "Shea Center Roseville" Subdivision NO SUBD.00-06, being a portion of Sections 23 and 26 of Township 11 North, Range 6 East, M.D.B. & M. and also being a portion of Lot #42 "Highland Reserve Phase VIII" recorded in Book "U" of Maps at Page 50, Official Records of the County of Placer, filed September 15, 2004, in Book 32 of Parcel Maps, Page 12, in Office of the County Recorder of Placer County, California.

EXCEPTING THEREFROM all oil, gas, minerals, hydrocarbon and kindred substances lying below a depth of 500 feet from the surface of said land, as reserved in the Deeds recorded July 24, 1972 in Book 1432, Page 305, and May 5, 1982 in Book 2497, Page 696, Official Records.

Parcel Two:

An easement for ingress and egress as defined in that certain document entitled "Declaration of Covenants, Conditions and Restrictions," Recorded September 15, 2004-0122226, Placer County Official Records.

EXHIBIT B

MAP OF PROPERTY

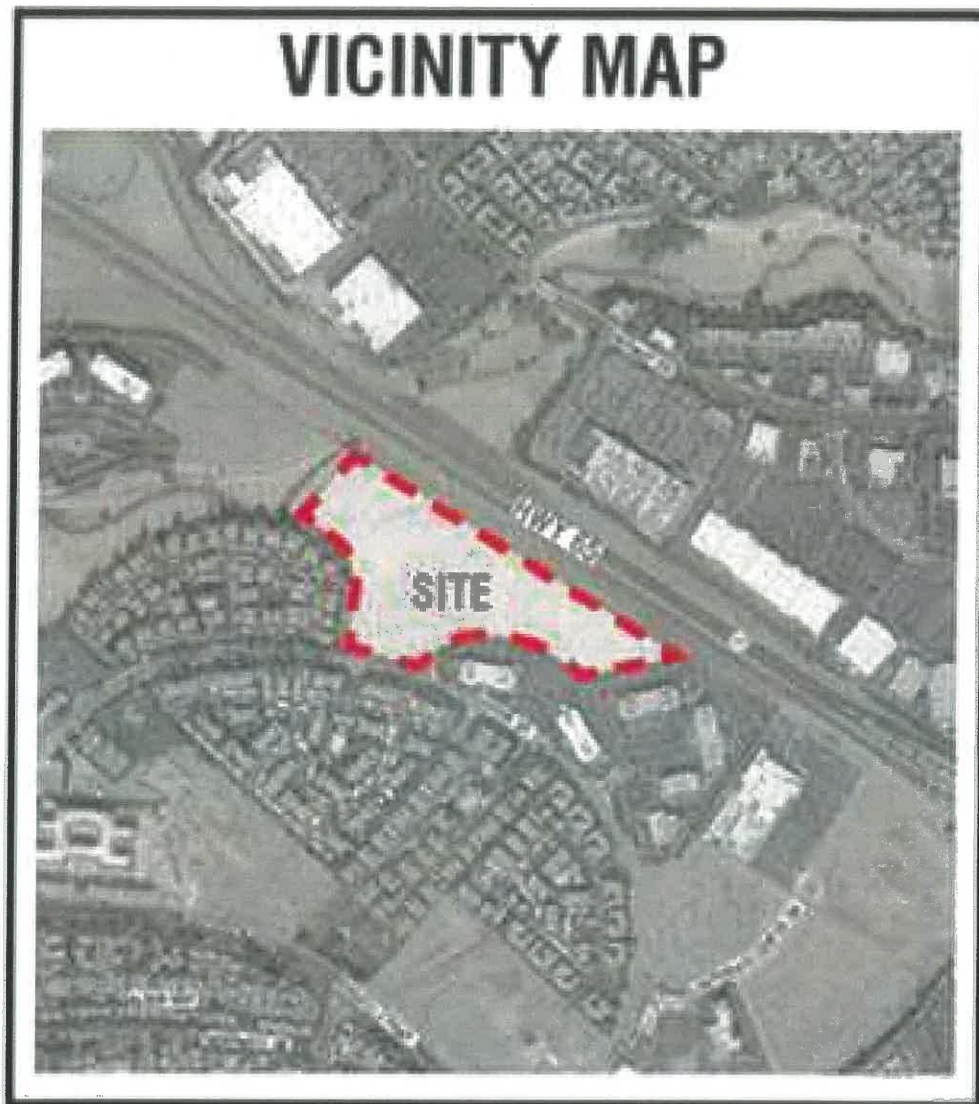


EXHIBIT C

PUBLIC BENEFITS

All terms not defined herein shall have the meaning ascribed to them in the Development Agreement to which this Exhibit C is attached to and a part thereof.

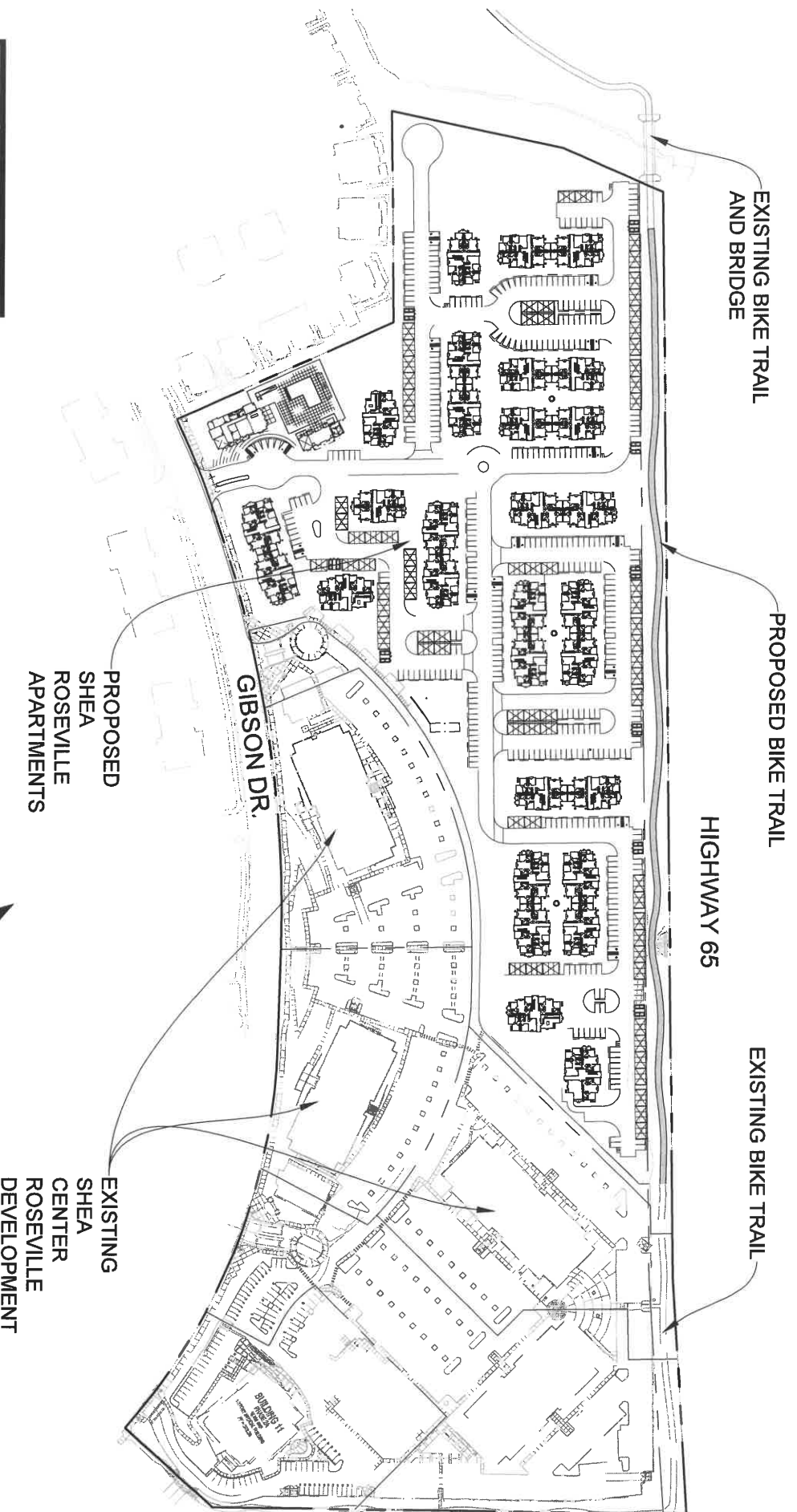
City has determined that the Project presents certain public benefits and opportunities that are advanced by City and Developer entering into this Agreement. This Agreement will, among other things:

1. reduce uncertainties in planning and provide for the orderly development of the Project;
2. mitigate many significant environmental impacts;
5. provide for and generate substantial revenues for the City in the form of one time and annual fees and exactions, increased property and sales tax and other fiscal benefits;
6. provide needed housing, including affordable housing;
7. result in the construction of a proposed trail, as envisioned by the 2008 Bicycle Master Plan and North Central Roseville Specific Plan; and
8. otherwise achieve the goals and purposes for which the Development Agreement Statute was enacted.

EXHIBIT D

TRAIL IMPROVEMENTS

EXHIBIT D
TRAIL IMPROVEMENTS
FEBRUARY 9, 2023



ENGINEERING & PLANNING
1504 EUREKA ROAD, SUITE 110
ROSEVILLE, CA 95661 916.786.0685

SITE PLAN

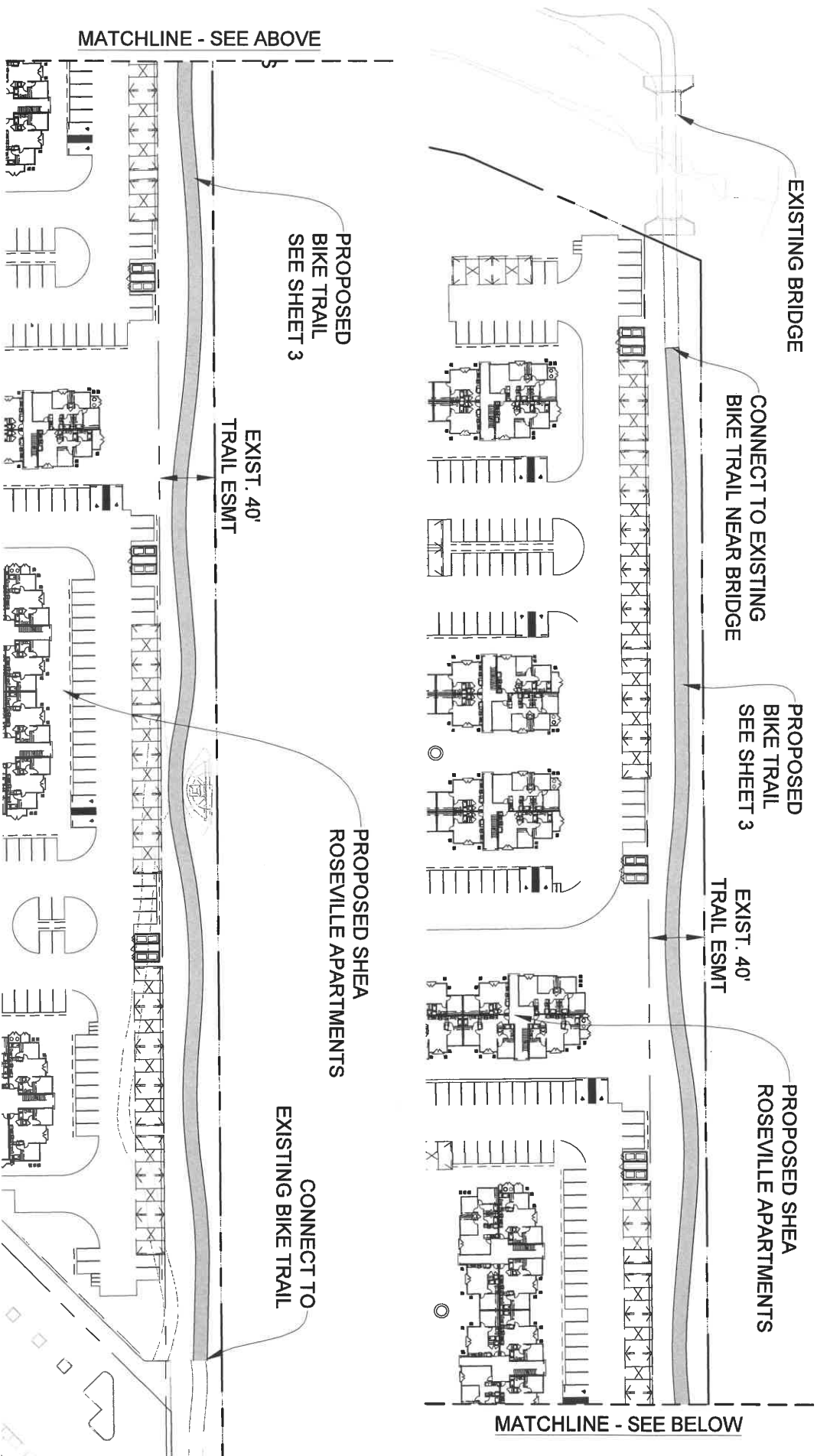
1"=250'



EXHIBIT D

TRAIL IMPROVEMENTS

FEBRUARY 9, 2023



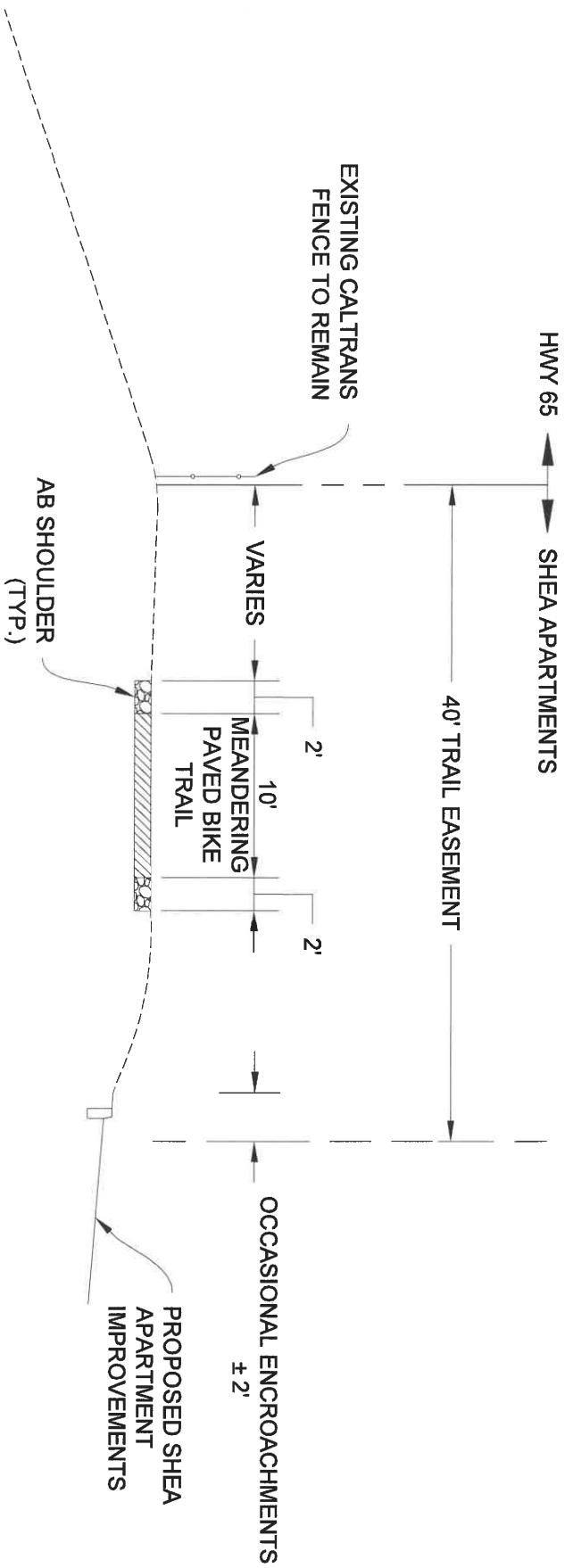
ENGINEERING & PLANNING
150M BUREKA ROAD, SUITE 110
ROSEVILLE, CA 95661 916.786.0685

TRAIL LOCATION

1"=100'



EXHIBIT D
TRAIL IMPROVEMENTS
FEBRUARY 9, 2023



ENGINEERING & PLANNING
1504 EUREKA ROAD, SUITE 110
ROSEVILLE, CA 95661 916.786.0685

TYPICAL TRAIL CROSS SECTION

N.T.S.

EXHIBIT E
ASSIGNMENT FORM

[Purposefully Omitted]

EXHIBIT F

**AFFORDABLE HOUSING REGULATORY AGREEMENT FOR AFFORDABLE
PROJECT**

NO FEE DOCUMENT

PER GOVT. C. §27383

RECORDING REQUESTED BY

AND WHEN RECORDED, MAIL TO:

City of Roseville
CITY Clerk
311 Vernon Street
Roseville, CA 95678

AFFORDABLE RENTAL HOUSING AGREEMENT

(Project: _____)

This Affordable Rental Housing Agreement ("AGREEMENT") is made this _____ day of _____, 20__ ("Effective Date"), by and between the City of Roseville, a municipal corporation ("CITY"), and [To Be Designated By Shea], a _____ ("OWNER/DEVELOPER").

RECITALS

A. On August 18, 2021, CITY approved the updated Housing Element of the General Plan which applies ten percent (10%) affordability requirement to all new specific plan areas or properties for which zoning is amended to change residential density.

B. The OWNER/DEVELOPER is receiving the benefit of land entitlements either through the Specific Plan and Development Agreement process or by amendment of the zoning of the property to change residential density.

C. On _____, 2023, CITY approved an amendment of the General Plan and North Central Roseville Specific Plan (the "NCRSP") and on _____, 2023, CITY approved the certain Development Agreement for that portion of the NCRSP area which contains the property that is the subject of this AGREEMENT, which Development Agreement is recorded as Instrument _____ ("the Development Agreement") (collectively, with other entitlements that allow the development of a housing development project, "the Project"). . On _____, 2023, CITY approved the Design Review Permit for the Project, regulating the development of that portion of the NCRSP area which contains the property that is the subject of this AGREEMENT of which is intended to be improved by the construction of a multi-family development/apartment community.

C. The conditions of approval of the Project require OWNER/DEVELOPER to enter into an affordable housing rental agreement to the satisfaction of City Attorney of CITY, implementing the affordable housing obligations of OWNER/DEVELOPER.

D. OWNER/DEVELOPER and CITY enter into this AGREEMENT in order to implement OWNER/DEVELOPER'S affordable housing obligations.

E. OWNER/DEVELOPER has secured the possession of real property located at 572 Gibson Drive and consisting of Assessor Parcel numbers 363-011-002–363-011-005 and 363-011-007, as more particularly described in Exhibit A (the "Property"). OWNER/DEVELOPER proposes to develop and construct a three hundred (300) unit multi-family rental housing apartment project (the "Project") on the Property, as a 100% affordable housing project that shall be rented at Rents that are affordable to Low and Very Low income households (the "Regulated Units") as more fully described on **Exhibit B** (the "Affordable Project"). The Project is intended to serve as a community resource by providing decent, safe, and sanitary housing for households which would otherwise be unable to afford such housing. Development of the property is governed by NCRSP.

F. On _____, 2023, by Resolution No. _____ of the Roseville CITY Council, the CITY agreed to the deferral of certain development impact fees related to the Project in the amount of _____ (\$ _____) for actual final building fees related to the construction of the Project.

G. The purpose of this AGREEMENT is to regulate and restrict the occupancy, Rents, operation, ownership, and management of the Regulated Units in the Project for the benefit of Project occupants and the people of the City of Roseville. The covenants in this AGREEMENT are intended to run with the land and be binding on OWNER/DEVELOPER and OWNER/DEVELOPER's successors in interest for the full term of this AGREEMENT.

NOW, THEREFORE, OWNER/DEVELOPER and the CITY hereby agree as follows:

DEFINITIONS

The following terms have the meanings set forth in herein wherever used in this AGREEMENT or attached exhibits.

"AFFORDABLE PROJECT" means the project described on Exhibit B.

"AREA MEDIAN INCOME" (referred to herein as "AMI") means the median income for Placer County, which includes the City of Roseville. References to AMI shall mean AMI, with adjustments for household size, as published annually by TCAC. If TCAC should cease making such determination, the CITY may designate another method of calculation of area median income used by any United States Department of Housing and Urban Development or other successor agency applicable to the City of Roseville.

“**CITY**” means the City of Roseville, a municipal corporation.

“**City Manager**” means the then duly appointed city manager of the City of Roseville, whether serving on a temporary or permanent basis.

“**HCD**” means the Housing and Community Development department of the State of California.

“**HUD**” means United States Department of Housing and Urban Development.

“**OWNER/DEVELOPER**” means [Shea to designate] together with its permitted successors and assigns.

“**PERMITTED TRANSFER**” has the meaning given to it in Section 26.

“**PERSON**” means any individual, partnership, corporation, limited liability company, trust or other entity.

“**PROJECT**” means the development, construction and operation of a residential, multi-family rental apartment project on the Property as either the Affordable Project.

“**PROPERTY**” means the real property located at 572 Gibson Drive and consisting of Assessor Parcel numbers 363-011-002–363-011-005 and 363-011-007, Roseville, California, identified and described in **Exhibit A**, attached hereto and incorporated into this AGREEMENT by this reference, and any buildings or improvements now or hereafter situated on such real property.

“**QUALIFYING HOUSEHOLD**” means a household in which household income does not exceed the percentage of Area Median Income prescribed for the applicable housing unit by the terms of this AGREEMENT. With respect to the Affordable Project, the determination of a Qualifying Household, and the various levels of affordability applicable to a Qualifying Household are described in Exhibit B using the criteria and methodology set forth in Exhibit B and, to the extent not inconsistent with Exhibit B, in accordance with 26 U.S.C., Section 42, as administered by TCAC. In the event of a conflict between criteria and methodology applied by TCAC, on the one hand, and the criteria and methodology set for in Exhibit B with regard to the determination of a Qualifying Household, the criteria and methodology in Exhibit B shall control.

“**QUALIFYING RENT**” means the maximum monthly Rent for Regulated Units set forth on Exhibit B which shall not exceed Rents permitted by 26 U.S.C., Section 42 and as reflected in the regulatory agreement entered into between the OWNER/DEVELOPER and TCAC.

“REGULATED UNITS” means the rental dwelling units on the Property constructed for the Project, that shall be rented at Rents that are affordable as set forth on Exhibit B.

“RENT” means the total of monthly payments charged by the OWNER/DEVELOPER to, and paid by, a Resident of a Regulated Unit (other than manager's units) for the following: use and occupancy of the Regulated Unit and land and associated facilities, including parking; any separately charged fees or service charges assessed by OWNER/DEVELOPER which are required of all Residents, other than security deposits; the cost of an adequate level of service for utilities paid by the Resident, including garbage collection, sewer, water, electricity, gas and other heating, cooking and refrigeration fuel, but not cable or telephone service; and any other interest, taxes, fees or charges for use of the land or associated facilities and assessed by a public or private entity other than OWNER/DEVELOPER, and paid by the Resident. Notwithstanding the foregoing, (1) utility charges, to the extent individually metered for each unit in the Project, may be passed through or billed directly to the Residents of Regulated Units in addition to and separate from any items of Rent; and (2) optional amenities such as garages and in-unit washer/dryers will be available and charged for separately and do not constitute Rent.

“RESIDENT” means a household occupying a Regulated Unit in the Project.

“SENIOR LENDER” means any lender providing financing to, and secured by, the Property and Project, which such lender may include an affiliate of OWNER/DEVELOPER.

“TAX CREDIT INVESTOR” means a national organization regularly engaged in acquiring Tax Credits, directly or indirectly, in consideration of investing capital for the purposes of developing affordable housing which such organization may include an affiliate of Owner/Developer.

“TAX CREDIT PARTNERSHIP” means a limited partnership sponsored by Owner/Developer to develop the Project using Tax Credits and other sources of financing as determined by Owner/Developer.

“TAX CREDITS” means low-income housing tax credits available under Section 42 of the Internal Revenue Code of 1986, as amended, and allocated to the Tax Credit Partnership by TCAC.

“TCAC” means the California Tax Credit Allocation Committee.

OWNER/DEVELOPER’S OBLIGATIONS

1. **TERM OF AGREEMENT.** This AGREEMENT shall commence upon the Effective Date and shall remain in full force and effect for fifty-five (55) years after the

date OWNER/DEVELOPER obtains a Certificate of Occupancy from CITY for the Project or, in the event the Project has multiple buildings or structures, a Certificate of Occupancy for the last habitable building or structure for the Project. The obligations in this AGREEMENT shall remain effective and fully binding on OWNER/DEVELOPER for this full term regardless of any expiration of the term of any loan, any payment, or prepayment of any loan, any assignment of a note, any reconveyance of a deed of trust, or any sale, assignment, transfer, or conveyance of the Property (other than certain transfers by foreclosure, deed in lieu of foreclosure, exercise of the power of sale or other similar transfer), unless terminated earlier by the CITY in a recorded writing.

2. **LEGAL INTEREST IN PROJECT.** OWNER/DEVELOPER represents that it has legal interest in the Property and that all other persons holding legal or equitable interests in the Property have signed an "Acknowledgement and Consent Certificate", in a form approved by the City Attorney of the CITY, acknowledging and consenting to the terms of this AGREEMENT. All persons holding any legal or equitable interest in the Subject Property shall be bound by this AGREEMENT.

PROJECT OCCUPANCY AND RENTS

3. **OCCUPANCY OF PROJECT.** OWNER/DEVELOPER shall limit, for the full term of this AGREEMENT identified in Paragraph 1 above, the rental of Regulated Units to Qualifying Households which provide average affordability at no less than as provided in **Exhibit B** attached, which is hereby incorporated by reference into this AGREEMENT. The schedule to Exhibit B provides the average affordability levels for the Affordable Project which is financed in part with Tax Credits and/or tax-exempt bonds. The income levels and other qualifications of Residents shall be certified prior to initial occupancy in conformance with the Final Management Plan identified in Paragraph 10, below, and income certification procedures as provided in this Agreement.

The Project shall be owned, managed and operated as a single, multi-family residential rental project, which may be comprised of one or more buildings and structures, each consisting of more than one residential dwelling unit, together with facilities functionally related and subordinate thereto, in accordance with the applicable provisions of the Internal Revenue Code and applicable California law, as the same may be amended from time to time. All of the residential dwelling units in the Project will be similarly constructed and shall contain separate and complete facilities for living, sleeping, eating, cooking and sanitation for a single person or family, including sleeping area, bathing and sanitation facilities and cooking facilities equipped with a cooking range, refrigerator and sink. None of the residential dwelling units shall be utilized, at any time, on a transient basis. Neither the Project, nor any portion thereof, shall ever be used as a hotel, dormitory, fraternity house, sorority house, rooming house, hospital, nursing home, sanitarium, rest home or trailer park or court.

4. **PROJECT RENTS.** Rents for Regulated Units shall be limited to Qualifying Rents as set forth in **Exhibit B** as the same may be revised from time to time

in accordance with this AGREEMENT and applicable federal or state laws and regulations. Nothing in this AGREEMENT shall prevent OWNER/DEVELOPER from charging lower rents for Regulated Units or shall prevent OWNER/DEVELOPER from charging Rents greater than Qualifying Rents for units that are not Regulated Units.

5. RENTAL INCREASES FOR EXISTING TENANTS ON THE PROPERTY.

Rent for Regulated Units may be adjusted no more frequently than annually. Additionally, in no event shall the amount of annual rent increase for Qualifying Rents for the Affordable Project exceed the amount of annual rent increase allowed by Section 42 of the Internal Revenue Code of 1986, as amended.

In the event that TCAC does not publish information for Qualifying Rents, Qualifying Rent for Regulated Units shall be adjusted annually as provided by Section 42 of the Internal Revenue Code of 1986, as amended. In the event that TCAC or any successor agency no longer publishes information for Qualifying Rents, OWNER/DEVELOPER may instead present to the CITY's Economic Development Director or successor ("the EDD") information on which OWNER/DEVELOPER wishes to base its annual rent adjustment. The EDD will review this information and decide whether the adjustment factor OWNER/DEVELOPER uses for its annual rent increase complies with Section 42 of the Internal Revenue Code of 1986, as amended. The decision of the EDD shall be final.

6. CONDOMINIUM CONVERSION PROHIBITED. OWNER/DEVELOPER shall not convert Project units, including Regulated Units and/or any unregulated units, to condominium or cooperative ownership or sell condominium or cooperative conversion rights to the Project units.

7. NONDISCRIMINATION.

A. OWNER/DEVELOPER herein covenants by and for itself, its subcontractors, its successors and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, nor denial of the benefits of this AGREEMENT to, any person or group of persons, on the basis of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, sex, gender or self-identified gender, gender expression, sexual orientation, marital status, age, mental disability, physical disability or medical condition (including cancer, HIV and AIDS), genetic information, military or veteran status, familial status, source of income, or political affiliation or belief, nor any unlawful discrimination against any employee or applicant for employment because of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, sex, gender or self-identified gender, gender expression, sexual orientation, marital status, age (over 40), mental disability, physical disability or medical condition (including cancer, HIV and AIDS), use of family care leave, genetic information, military or veteran status, familial status, source of income, or political affiliation or belief. OWNER/DEVELOPER shall cause the evaluation and treatment of employees and applicants for employment to be free of such discrimination or harassment. In addition to the foregoing general obligations,

OWNER/DEVELOPER shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900, et seq.), the regulations promulgated thereunder (Title 2, California Code of Regulations, Section 10000, et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Sections 11135-11139.5) and any state or local regulations adopted to implement any of the foregoing, as such statutes and regulations may be amended from time to time. To the extent this AGREEMENT subcontracts to OWNER/DEVELOPER services or works required of the CITY by the State of California pursuant to agreement between the CITY and the State, the applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a) through (f), set forth in Subchapter 5 of Division 4.1 of Title 2 of the California Code of Regulations are expressly incorporated into this Regulatory Agreement by reference and made a part hereof as if set forth in full, and OWNER/DEVELOPER and any of its subcontractors shall give written notice of their obligations thereunder to labor organizations with which they have collective bargaining or other agreements.

B. The provisions of paragraph (A) shall further apply to the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the Project, and OWNER/DEVELOPER and any person claiming under or through the OWNER/DEVELOPER, shall not establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sublessees, subtenants, or vendees in the Project.

C. OWNER/DEVELOPER shall include the provisions contained in this section in all contracts and subcontracts related to the Project.

8. **MANAGEMENT RESPONSIBILITIES.** OWNER/DEVELOPER is specifically responsible, subject to its obligations herein, for all management functions with respect to the Project, including, without limitation, the selection of tenants, certification and recertification of household size and income, evictions, collection of rents and deposits, maintenance, landscaping, routine and extraordinary repairs, replacement of capital items, and security. The CITY shall have no responsibility over management of the Project.

9. **MANAGEMENT ENTITY.** The CITY shall have the right to review and approve the management entity chosen by OWNER/DEVELOPER for the Project and, with the prior written consent of the Senior Lenders and the Tax Credit Investor (if applicable), shall have the right to require a change in the management agent for the Project in the event OWNER/DEVELOPER is in default under the AGREEMENT and continues to be in default following applicable notice and cure. Any contracting of management services by OWNER/DEVELOPER shall not relieve OWNER/DEVELOPER of its primary responsibilities for proper performance of management duties. The CITY approves of the use of FPI Management, as the designated initial management entity for the Project. The City Manager shall have the authority to (1) review and approve any other management entity chosen by

Owner/Developer, or any replacement management agent and (2) require a change in the management agent as set forth above in this Section 12.

10. DRAFT AND FINAL MANAGEMENT PLANS.

A. DRAFT MANAGEMENT PLAN. OWNER/DEVELOPER shall prepare and submit to CITY a Draft Management Plan for CITY's review and approval. The Draft Management Plan shall be submitted to CITY at least one hundred eighty (180) calendar days prior to the anticipated date for completion of construction of the Project. The Draft Management Plan shall contain, but is not limited to, a specific statement as to (1) the identity, experience and duties regarding operation of the Project of any non-profit, public benefit corporation who is a partner of OWNER/DEVELOPER; (2) marketing policies and strategies; (3) tenancy occupancy rules and regulations; (4) rental procedures and tenant income limitation; (5) eviction procedures; (6) operating policies and guidelines; (7) reserve account policies; (8) maintenance and capital improvement policies; and (9) shall provide as an exhibit thereto a sample form of lease agreement. Upon a nonqualifying transfer of the Project or OWNER/DEVELOPER'S interest in the Project, the party to whom the Project is transferred shall, as a condition of such transfer, provide CITY with a copy of such party's Management Plan for the Project, which plan shall provide statements as called for herein.

B. CITY REVIEW OF DRAFT MANAGEMENT PLAN. Upon submittal of the Draft Management Plan by OWNER/DEVELOPER to CITY the CITY shall review the Draft Management Plan and provide written comments to OWNER/DEVELOPER within ninety (90) calendar days or as soon thereafter as is practicable.

C. FINAL MANAGEMENT PLAN. Prior to issuance of any Certificate of Occupancy for the Project, OWNER/DEVELOPER shall submit a Final Management Plan to the CITY for its review and final approval no later than thirty (30) calendar days prior to the anticipated date for completion of construction of the Project.

Notwithstanding the foregoing, the CITY shall have the right to review and approve any proposed material amendments to OWNER/DEVELOPER's contract with its management firm, or any new management contracts, during the term of this AGREEMENT; provided, however, that the CITY's approval shall not be required for a renewal of the initial management contract.

The City Manager shall have the authority to review and approve the draft management plan and the Final Management Plan, and any material amendments thereto, prepared by OWNER/DEVELOPER.

11. MANAGEMENT AGENT. The Project shall at all times be managed by an experienced Management Agent reasonably acceptable to CITY, with demonstrated ability to operate residential facilities like the Project in a manner that will provide decent, safe and sanitary housing. During the monitoring as described in Section 17,

CITY will assess Management Agent's ability to operate the Project in a decent, safe and sanitary manner. One factor CITY will use to make its assessment will be a comparison of calls for police and fire services with other similar rental complexes in Roseville which offer similar services.

A. OWNER/DEVELOPER shall submit for CITY's approval the identity of any proposed Management Agent. OWNER/DEVELOPER shall also submit such additional information about the background, experience, and financial condition of any proposed Management Agent as is reasonably necessary for CITY to determine whether the proposed Management Agent meets the standards for a qualified Management Agent set forth above.

B. If the proposed Management Agent meets the standards for a qualified Management Agent set forth above, CITY shall approve the proposed Management Agent by notifying OWNER/DEVELOPER in writing. Unless the proposed Management Agent is disapproved by CITY within thirty (30) days of said submission of identity and qualifications of proposed Management Agent, which disapproval shall state reasonable specificity the basis for disapproval it shall be deemed approved. FPI Management is hereby approved by the CITY as the initial Management Agent. The City Manager shall have the authority to approve or withhold approval of any matters requiring the CITY's action under this Section 11.

12. **DISMISSAL OF MANAGEMENT AGENT.** If CITY determines in its reasonable judgment that the Project is not being operated and managed in accordance with the terms of this Agreement and if the OWNER/DEVELOPER is thereby in breach of this Agreement, CITY may deliver written notice to OWNER/DEVELOPER of such breach and provide OWNER/DEVELOPER with reasonable opportunity to cure such default. If the OWNER/DEVELOPER fails to cure such breach within a reasonable time, CITY may deliver a further notice to OWNER/DEVELOPER of its intention to cause replacement of the Management Agent, including the reasons therefor. Within thirty (30) days of receipt by OWNER/DEVELOPER of such second written notice, CITY staff and OWNER/DEVELOPER shall meet in good faith to consider methods for improving the operating status of the Project, including, without limitation, replacement of the Management Agent, which will be in OWNER/DEVELOPER's sole discretion.

13. **MAINTENANCE AND SECURITY.** OWNER/DEVELOPER shall at its own cost and expense maintain the Project in good condition, in good repair, and in decent, safe, sanitary, habitable, and tenantable living condition for the benefit of Project occupants. OWNER/DEVELOPER shall not commit or permit any waste on or to the Property, and shall prevent and/or rectify any physical deterioration of the Property. OWNER/DEVELOPER shall provide adequate ongoing security equipment and services for Project occupants. OWNER/DEVELOPER shall maintain the Property in conformance with all applicable state, federal, and local laws, ordinances, codes, and regulations and the Management Plan; but OWNER/DEVELOPER's maintenance obligations shall not be limited only to the standards contained in these laws or the Management Plan.

In the event the OWNER/DEVELOPER fails to maintain the Property in accordance with the foregoing standards, and after at least seven (7) calendar days' prior written notice to OWNER/DEVELOPER, the Senior Lenders and the Tax Credit Investor, the CITY or its agent may, but shall be under no obligation to, enter upon the Property, make such repairs or replacements as are deemed necessary in CITY's reasonable discretion (with the prior written consent of the Senior Lenders and Tax Credit Investor), and provide for payment thereof. Any amount advanced by CITY to make such repairs, together with the maximum legal interest rate thereon from the date of such advance shall become an additional obligation of OWNER/DEVELOPER to CITY shall be immediately due and payable to CITY.

14. **UNIT VACANCIES.** OWNER/DEVELOPER shall use its best efforts to fill vacancies in Regulated Units as quickly as possible.

15. **INSPECTION AND RECORDS.** OWNER/DEVELOPER shall maintain the records in the form required by Exhibit C attached to this Agreement and shall submit copies of such records to the CITY within ten (10) business days of CITY's request. OWNER/DEVELOPER shall permit CITY to enter and inspect the Property and the Project for compliance with obligations under this AGREEMENT upon twenty-four (24) hours advance notice of such visit by CITY to OWNER/DEVELOPER or OWNER/DEVELOPER's management agent and to tenants of any inspected Regulated Units, subject to the provisions of the lease regarding inspection and entry rights, which provisions must otherwise be consistent with state law.

16. [Intentionally Omitted.]

17. **MONITORING/NON-COMPLIANCE/CURE.** OWNER/DEVELOPER'S compliance with the provisions of this AGREEMENT shall be reviewed at least annually, and at such other times as CITY may require, upon thirty (30) days prior written notice from CITY. During any such review, OWNER/DEVELOPER shall bear the burden of proof to demonstrate good faith compliance with the terms of this AGREEMENT. If, as a result of such review, CITY finds and determines that OWNER/DEVELOPER has not complied in good faith with the terms and conditions of this AGREEMENT, CITY may give written notice to OWNER/DEVELOPER of its findings and of the exact nature of OWNER/DEVELOPER'S non-compliance. OWNER/DEVELOPER shall be given a period of sixty (60) days after delivery of any such written notice in which to cure, to the reasonable satisfaction of CITY, any non-compliance, or such longer time as may be required to effect a cure. In the event CITY fails to give OWNER/DEVELOPER notice of any non-compliance at or before the annual review, OWNER/DEVELOPER shall not be held responsible for any failure to comply with the terms and conditions of this AGREEMENT during the year covered by the annual review. The City Manager shall have the authority to make the findings and determinations for any matters requiring the CITY's action under this Section 17.

18. **CITY REMEDIES FOR BREACH.** Following the procedures set forth in Section 17, in the event of any breach/default or violation of any agreement, obligation, or warranty under this AGREEMENT, CITY may give written notice to OWNER/DEVELOPER, with copies to the Senior Lenders and Tax Credit Investor specifying: (a) the nature of the breach or violation, (b) the action required to cure the breach or violation, and (c) a date, which shall not be less than thirty (30) calendar days from the date of the notice, by which such action to cure must be taken or such longer time as may be required to effect a cure. If OWNER/DEVELOPER fails to timely cure the breach or violation, CITY has the right, at its sole election, to:

A. Bring an action for equitable relief seeking the specific performance by OWNER/DEVELOPER of the terms and conditions of this AGREEMENT, and/or enjoining, abating, or preventing any violation of said terms and conditions, and/or seeking declaratory relief; or

B. For violations of OWNER/DEVELOPER's obligations with respect to: (i) Qualifying Rents, impose as liquidated damages a charge upon OWNER/DEVELOPER in an amount equal to the actual amount of Rent OWNER/DEVELOPER has collected from any Qualifying Household in excess of the Qualifying Rent unless the OWNER/DEVELOPER has refunded the amount of such excess to the Qualifying Household or (ii) with respect to all other violations for occupancy restrictions, Project maintenance or unit vacancies, impose as liquidated damages a charge upon OWNER/DEVELOPER in an amount of \$100 per each day that the Project is in breach of the occupancy restrictions, Project maintenance or unit vacancies.

19. **Limitation on Liability.** Notwithstanding the foregoing or any other provision or obligation to the contrary contained in this Agreement, (i) the liability of the OWNER/DEVELOPER under this Agreement to any person or entity, including, but not limited to, the CITY, and its successors and assigns, is limited to the OWNER/DEVELOPER's interest in the Property, and such persons and entities shall look exclusively thereto, and (ii) from and after the date of this Agreement, no deficiency or other personal judgment, nor any order or decree of specific performance (other than pertaining to this Agreement, any agreement pertaining to the Property or any other agreement securing the OWNER/DEVELOPER's obligations under this Agreement), shall be rendered against the OWNER/DEVELOPER, the assets of the OWNER/DEVELOPER (other than the OWNER/DEVELOPER's interest in the Property), its partners, members, successors, transferees or assigns and each of their respective officers, directors, employees, partners, agents, heirs and personal representatives, as the case may be, in any action or proceeding arising out of this Agreement, or any recorded regulatory agreement securing the obligations of the OWNER/DEVELOPER under this Agreement, or any judgment, order or decree rendered pursuant to any such action or proceeding.

20. Senior Lender Mortgagee and Tax Credit Investor Cure Rights:

After receipt of notice from the CITY setting forth the nature of a default under Section 18 of this Agreement, any Senior Lender or Tax Credit Investor shall have the same rights as OWNER/DEVELOPER to cure any default hereunder on behalf of OWNER/DEVELOPER; provided any Senior Lender or Tax Credit Investor shall have an additional ninety (90) days to cure beyond the cure period afforded to OWNER/DEVELOPER to cure such default (with additional time as needed in the event that the cure of such default has been commenced and is being diligently prosecuted to completion); provided further that in the event that the Tax Credit Investor cures such default by removing and replacing the general partner of OWNER/DEVELOPER, the Tax Credit Investor shall use commercially reasonable efforts to prosecute the cure during the pendency of the replacement of the general partner. Notwithstanding the foregoing, the cure periods of any Senior Lender or Tax Credit Investor described in this Section shall be tolled in the event that any bankruptcy or other legal proceeding prevents any Senior Lender or Tax Credit Investor from acting to cure such default during the pendency of such bankruptcy or other legal proceeding, but only (i) if the Senior Lender or Tax Credit Investor has made reasonable effort to cure any such default prior to such bankruptcy, and (ii) did not file the bankruptcy or other legal proceedings. No notice or demand given to OWNER/DEVELOPER under this Agreement shall be effective until and unless a copy of such notice is given to each Senior Lender or Tax Credit Investor. Any notices of default shall describe the default(s) with reasonable detail. CITY agrees to accept performance by a Senior Lender or Tax Credit Investor of any cures, conditions and covenants as though performed by OWNER/DEVELOPER, and agrees to permit a Senior Lender or Tax Credit Investor to take all such actions and may be necessary or useful to perform any condition or covenants of this Agreement or to cure any default of OWNER/DEVELOPER. Prior to the expiration of the cure rights of any Senior Lender or Tax Credit Investor hereunder, the CITY shall not affect or cause any action to deny OWNER/DEVELOPER of possession, occupancy, or quiet enjoyment of the Property or any part thereof.

Nothing in this Section 20, shall be construed to obligate any Senior Lender or Tax Credit Investor to remedy any default of OWNER/DEVELOPER, and any failure of any Senior Lender or Tax Credit Investor to complete any such cure after commencing the same shall not give rise to any liability of any Senior Lender or Tax Credit Investor to the CITY with respect to the default.

21. FEES, TAXES, AND OTHER LEVIES. OWNER/DEVELOPER shall be responsible for payment of all fees, assessments, taxes, charges, and levies imposed by any public authority or utility company with respect to the Property and the Project, and shall pay such charges prior to delinquency. However, OWNER/DEVELOPER shall not be required to pay any such charge so long as (a) the legality thereof is being contested in good faith and by appropriate proceedings, and (b) OWNER/DEVELOPER maintains reserves adequate to pay any contested liabilities.

22. **INSURANCE COVERAGE.** OWNER/DEVELOPER shall cause to have in full force and effect during the term of this AGREEMENT continuous insurance coverage as required by any lienholder.

23. **PROPERTY DAMAGE OR DESTRUCTION.** If any building or improvement erected by OWNER/DEVELOPER on the Property is damaged or destroyed, CITY agrees that OWNER/DEVELOPER's obligation to repair or restore the Property and OWNER/DEVELOPER's use of any insurance proceeds in connection with such casualty, shall be governed solely by the requirements of the Senior Lenders.

GENERAL PROVISIONS

24. **SUBORDINATION.** Upon request of any Senior Lender, the CITY shall subordinate this AGREEMENT and any related City agreement to any financing provided by Senior Lenders to the extent required by the Senior Lender and the City Manager is authorized to enter into any subordination agreements required by any Senior Lender to effect such subordination.

25. **TRANSFER AND ENCUMBRANCE OF PROPERTY.** Except as set forth in Section 26, during the term of this AGREEMENT, OWNER/DEVELOPER shall not make or permit any sale, agreement to sell, assignment, conveyance, lease (other than the rental of Project units to eligible residential tenant occupants), or transfer of the Property or any part thereof, including the sale of any general or limited partnership interests, the removal of any general partner except as set forth in Section 20, or any substantial change in operational or management control over the Property (collectively referred to as "Transfers"), without the prior written consent of CITY. The limitations on OWNER/DEVELOPER's right of assignment or other transfer contained in this paragraph 26 shall not apply to any foreclosure, deed in lieu of foreclosure, or other remedial action lawfully taken by any Senior Lender holding a security interest in the Property with priority over the CITY's interests; nor shall they apply to the transfer of partner interests in OWNER/DEVELOPER and/or the removal of a general partner or a limited partner pursuant to the terms and conditions of OWNER/DEVELOPER's organizational document.

CITY shall give its consent to a Transfer provided that it determines all of the following conditions are met: (a) OWNER/DEVELOPER is in compliance with this AGREEMENT or the Transfer will cure existing violations of this AGREEMENT; (b) the transferee agrees to assume all obligations of OWNER/DEVELOPER imposed by this AGREEMENT; (c) the transferee demonstrates to CITY's satisfaction that it is capable of owning and/or operating the Property and the Project in full compliance with this AGREEMENT; (d) the terms of the Transfer shall not jeopardize the CITY's security interest in the Property and is otherwise in full compliance with all legal standards, including eligibility requirements and other conditions imposed by funding sources for the Project; and (e) the Transfer has been approved by CITY's governing body, if such approval is required.

26. Permitted Transfers. The following changes or transfers shall be Permitted Transfers which may be effected by OWNER/DEVELOPER without the approval of the CITY and such transfers are not subject to Section 25:

A. The sale, transfer, conveyance or pledge of direct or indirect interests in Property or the Project or the OWNER/DEVELOPER to the Tax Credit Partnership;

B. The sale, transfer, conveyance or pledge, directly or indirectly, of any partnership interest or membership interests in the partners of the Tax Credit Partnership including the Tax Credit Investor;

C. The appointment by the limited partners of the Tax Credit Partnership of an additional or substitute general partner in accordance with the partnership agreement of the Tax Credit Partnership; provided the Tax Credit Partnership delivers prior written notice thereof to the CITY;

D. The transfer directly or indirectly (i) of an interest in and/or of an existing partner in the Tax Credit Partnership to another existing partner, or (ii) of an interest in an existing general partner to an affiliate of any general partner in the Tax Credit Partnership; or

E. The sale, transfer or conveyance, directly or indirectly, of (i) the Property or the Project, or (ii) an interest in OWNER/DEVELOPER, to another party affiliated with or under common control with any "Shea Entities" as such term is identified in the Permitted Transferee letter of even date herewith between the City and OWNER/DEVELOPER.

27. NONLIABILITY OF OFFICIALS, EMPLOYEES, AND AGENTS. No member, official, director, employee, agent or independent contractor of CITY shall be personally liable to OWNER/DEVELOPER or third party beneficiaries for any obligation created under the terms of this AGREEMENT.

28. INDEMNITY AND WAIVER. Notwithstanding the insurance coverage required herein, OWNER/DEVELOPER shall indemnify and hold CITY, its members, officials, directors, employees, agents and independent contractors (collectively "Indemnitees"), harmless against any losses, damages, liabilities, claims, demands, judgments, actions, court costs, and legal or other expenses (including attorney's fees) which Indemnitees may incur as a result of (1) OWNER/DEVELOPER's failure to perform any obligations as and when required by this AGREEMENT; (2) any failure of OWNER/DEVELOPER's representations or warranties to be true and complete in any material respect; or (3) any act or omission by OWNER/DEVELOPER or any contractor, subcontractor, management agent, or supplier with respect to the Project or the Property, except to the extent that such losses are caused solely by the negligence or willful misconduct of Indemnitees. The duty of the OWNER/DEVELOPER to indemnify includes the duty to defend Indemnitees in any court action, administrative action, or

other proceeding brought by any third party arising from the Project or the Property. OWNER/DEVELOPER's duty to indemnify Indemnitees shall survive the term of this AGREEMENT.

OWNER/DEVELOPER hereby waives any claims, suits, or actions against the CITY on account of or arising from the Costa-Hawkins Rental Housing Act, California Civil Code Sections 1954.50 *et seq.* ("CHRNA"). Furthermore, the parties hereby acknowledge and agree that, without limitation, any Project entitlements, permits, or approvals have conferred upon the OWNER/DEVELOPER and/or the Project either a direct financial contribution or other form of assistance pursuant to Section 1954.52(b) of the CHRNA.

29. **GOVERNING LAW.** This AGREEMENT shall be interpreted under and be governed by the laws of the State of California, except for those provisions relating to choice of law and those provisions preempted by federal law.

30. **AGREEMENT CONTROLS.** In the event that any provisions of this AGREEMENT and any of its exhibits, the terms of the AGREEMENT shall control.

31. **ATTORNEYS' FEES AND COSTS.** In the event that a legal or administrative action is brought to interpret or enforce the terms of this AGREEMENT, the prevailing party shall be entitled to recover all reasonable attorneys' fees and costs incurred in such action.

32. **TIME.** Time is of the essence in this AGREEMENT.

33. **CONSENTS AND APPROVALS.** Except as otherwise expressly provided in this AGREEMENT, any consent or approval required under the AGREEMENT shall not be unreasonably withheld or delayed.

34. **NOTICES, DEMANDS, AND COMMUNICATIONS.** Formal notices, demands, and communications between OWNER/DEVELOPER and CITY shall be given by first class or certified mail, return receipt requested, postage prepaid or delivered personally, to OWNER/DEVELOPER and CITY as follows, or at such other address as a party may designate by written notice to the other party:

CITY OF ROSEVILLE

OWNER/DEVELOPER

City Manager
311 Vernon Street
Roseville, California 95678

35. **BINDING UPON SUCCESSORS.** All provisions of this AGREEMENT shall be binding upon and inure to the benefit of the heirs, administrators, executors, successors in interest, transferees, and assigns of OWNER/DEVELOPER and CITY, and shall run with the land for the full term of this AGREEMENT. Any successor in interest to OWNER/DEVELOPER and any purchaser or transferee of the Property shall be subject to all of the duties and obligations imposed on OWNER/DEVELOPER under this AGREEMENT for the full term of this AGREEMENT. The term "OWNER/DEVELOPER" as used in this AGREEMENT shall include all such assigns, successors-in-interest, and transferees.

36. **NO THIRD PARTY BENEFICIARIES.** This Agreement is not enforceable by and does not run to the benefit of any Person or entity other than OWNER/DEVELOPER, its successors and assigns, and the CITY. No member of the public, no Resident or other Person that occupies a Unit, no adjacent landowner, nor any other party shall acquire any right or benefit under this Agreement or the right to enforce any provision of this Agreement against the OWNER/DEVELOPER or the CITY.

37. **ADMINISTRATION.** The administration, enforcement and modification of this Agreement by the CITY is hereby delegated by the CITY to the City Manager who shall have the authority to act on behalf of the CITY for all purposes under this Agreement and provide all approvals, notices, consents and interpretations that may be required under this Agreement from the CITY including the authority to modify or amend this Agreement.

38. **RELATIONSHIP OF PARTIES.** The relationship of OWNER/DEVELOPER and CITY for this Project during the term of this AGREEMENT shall not be construed as a joint venture, equity venture, or partnership. CITY neither undertakes nor assumes any responsibility or duty to OWNER/DEVELOPER or to any third party with respect to the operation of the Property or the actions of OWNER/DEVELOPER. Except as CITY may specify in writing, OWNER/DEVELOPER shall have no authority to act as an agent of CITY or to bind CITY to any obligation.

39. **WAIVER.** Any waiver by CITY of any obligation in this AGREEMENT must be in writing. No waiver shall be implied from any delay or failure by CITY to take action on any breach or default of OWNER/DEVELOPER or to pursue any remedy allowed under this AGREEMENT or applicable law. Any extension of time granted to OWNER/DEVELOPER to perform any obligation under this AGREEMENT shall not operate as a waiver or release from any of its obligations under this AGREEMENT. Consent by CITY to any act or omission by OWNER/DEVELOPER shall not be construed as the consent to any other or subsequent act or omission or to waive the requirement for CITY's written consent to future waivers.

40. **OTHER AGREEMENTS.** OWNER/DEVELOPER represents that it has not entered into any agreements that would restrict or compromise its ability to comply with the terms of this AGREEMENT. OWNER/DEVELOPER shall not enter into any

agreements that are inconsistent with the terms of this AGREEMENT without an express written waiver by CITY.

41. **AMENDMENTS AND MODIFICATIONS.** Any amendments or modifications to this AGREEMENT must be in writing, and shall be effective only if executed by both OWNER/DEVELOPER and CITY, following receipt of all required approvals, and only with the consent of the Senior Lenders.

42. **SEVERABILITY.** Every provision of this AGREEMENT is intended to be severable. If any provision of this AGREEMENT is held invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired.

SPECIAL PROVISIONS

43. **REFINANCING REVIEW FEE.** In the event that the Project is an Affordable Project and is refinanced during the term of this Agreement, OWNER/DEVELOPER shall provide CITY a prepayment, upon request by OWNER/DEVELOPER, for CITY's staff costs in reviewing any refinancing documentation submitted to CITY for CITY's review and approval. Such prepayment shall be submitted by OWNER/DEVELOPER prior to CITY commencing any review. The prepayment will be ten thousand dollars (\$10,000.00). OWNER/DEVELOPER shall not be entitled to receive a refund of any such fee in the event that OWNER/DEVELOPER fails to complete such refinancing.

53. **TENANT MONITORING FEE.** Commencing one (1) year after the final Certificate of Occupancy for the Project and annually thereafter, OWNER/DEVELOPER shall pay to CITY, not later than March 31 of each year, an annual tenant monitoring fee equal to FORTY DOLLARS (\$40) for each occupied Regulated Unit within the Project, with such fee to be adjusted to reflect the Project's actual occupancy rate. The fee for each Regulated Unit shall be prorated over the portion of the year that such unit was occupied. A penalty of ten percent (10%) per month shall be assessed against any fee not paid when due.

54. **PARTICIPATION IN HOUSING CHOICE VOUCHER PROGRAM.** During the term of this AGREEMENT, OWNER/DEVELOPER agrees to participate in the Housing Choice Voucher ("HCV") program administered by the Roseville Housing Authority (the "Authority").

55. **CHECKLIST FOR REGULATED UNITS.** OWNER/DEVELOPER agrees that each prospective tenant, prior to rental of a Regulated Unit, shall be required to complete forms substantially similar in substance to such forms as may be promulgated by TCAC, or OWNER/DEVELOPER'S equivalent as approved in writing by CITY.

[Balance of Page Intentionally Blank]

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT
as of the Effective Date.

OWNER/DEVELOPER:

[Shea Entity]

CITY:

City of Roseville, a municipal
corporation:

_____, a
_____:

BY: _____
DOMINICK CASEY
City Manager

BY: _____
Print name: _____
Title: _____

ATTEST:

AND

BY: _____
CARMEN AVALOS
City Clerk

BY: _____
Print name: _____
Title: _____

APPROVED AS TO FORM:

BY: _____
MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUBSTANCE:

BY: _____
MELISSA ANGUIANO
Economic Development Director

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, _____
(insert name and title of the officer)

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

ACKNOWLEDGMENT

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

State of California

County of _____)

On _____ before me, _____
(insert name and title of the officer)

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

The land described herein is situated in the State of California, County of Placer, City of Roseville, and is described as follows:

EXHIBIT B
OCCUPANCY AND RENT RESTRICTIONS

EXHIBIT B

OCCUPANCY AND RENT RESTRICTIONS AFFORDABLE PROJECT

	One Bedroom		Two Bedroom		Three Bedroom	
Average Household Income¹ as Percentage of AMI	Number of Units	Initial Qualifying Rent (Gross)	Number of Units	Initial Qualifying Rent (Gross)	Number of Units	Initial Qualifying Rent (Gross)
Rent² for 60% AMI Qualifying Household	102	\$1,140	119	\$1,368	75	\$1,581
<i>Non-Rent Restricted On Site Management</i>	1	N/A	3	N/A	0	N/A
TOTAL	103		122		75	
Family Size Assumption for Affordable Units (Persons)	1.5		3.0		4.5	

¹ One hundred percent (100%) of the units in the Affordable Project shall be income and rent restricted using the income averaging program permitted by Section 42(g)(1)(C) of the Internal Revenue Code of 1986, as amended such that rents are restricted to Residents whose income averages to sixty percent (60%) of AMI. Residents of Regulated Units may have incomes as low as thirty percent (30%) of AMI and as high as eighty percent (80%) of AMI.

² Rents shown are gross rents as published by TCAC for Tax Credit Projects for 2022 <https://www.treasurer.ca.gov/ctcac/2022/supplemental.asp> and present Rents calculated for an average income of sixty percent (60%) of AMI as referenced in Footnote 1 above. Actual Initial Qualifying Rents will be adjusted either upwards or downwards based on: (i) the rents published for the year in which the project leases up or when the project receives a tax credit allocation (whichever is greater); and (ii) actual income levels (e.g., thirty percent (30%), sixty percent (60%) or eighty percent (80%) of AMI) subject to the requirement that all incomes average sixty percent (60%) of AMI as discussed in Footnote 1 above.

EXHIBIT C
CHECKLIST FOR AFFORDABLE RENTAL UNITS

The following documentation must be present in the Tenant's file (in a form approved by the Housing Manager) for an "affordable renter."

- _____ Certification of Affordable Rental Unit Eligibility Form
- _____ Calculation of Tenant Eligibility Form
- _____ Record of Rental Increases
- _____ Written, third party verification of all income sources, including:
 - _____ Employment
 - _____ Self-employment (tax return and profit & loss statement for current year)
 - _____ Unemployment
 - _____ AFDC (Welfare) Benefits
 - _____ Child Support
 - _____ Alimony
 - _____ Social Security Benefits
 - _____ Supplemental Security Income (SSK)
 - _____ VA or Military Benefits
 - _____ Pensions and/or Annuities
 - _____ Retirement Funds
 - _____ Savings Accounts (Interest Income)
 - _____ Checking Accounts
 - _____ Government Grants
 - _____ Trust Funds
 - _____ Stocks & Bonds (Cash Value)
 - _____ Life Insurance (Cash Value)

Name _____ Complex _____

Title _____

Date _____

CERTIFICATION OF RESIDENT ELIGIBILITY

Re: _____ Apt. # _____
Apartment Complex

I/we have read and answered truthfully, fully frankly and personally each of the following questions for all persons who are to occupy the unit being applied for in the above apartment project. Listed below are the names of all persons who intend to reside in the unit:

<u>1) Name of Members of the Household</u>	<u>2) Relationship to head of Household</u>	<u>3) Age</u>	<u>4) Social Security No.</u>	<u>5) Place of Employment</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

CERTIFICATION OF RESIDENT ELIGIBILITY (cont.)

INCOME COMPUTATION

- 6) The total anticipated income calculated in accordance with this paragraph 6, of all persons (except children under the age of 18 years) listed above for the 12-month period beginning the date that I/we plan to move into a unit is \$_____.

Included in the total anticipated income listed above are:

- a. All wages and salaries, overtime pay, commissions, fees and other compensation for personal services, before payroll deductions.

Excluded from such anticipated income are:

- a. Casual, sporadic or irregular gifts;
- b. Amounts which are specifically for or in reimbursement of medical expenses;
- c. Lump sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlements for personal or property losses;
- d. Amounts of educational scholarships paid directly to the student or the educational institution and amounts paid by the government to a veteran for use in meeting the costs of tuition, fees, books, and equipment. Any amounts of such scholarships or payments to veterans not used for the above purposes are to be included in income;
- e. Hazardous duty pay to a family member in the Armed Forces who is away from home and exposed to hostile fire;
- f. Relocation payments under Title II of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970;
- g. Foster child care payments;
- h. The value of coupon allotments for the purchase of food pursuant to the Food Stamp Act of 1977.

- 7) This certificate is made with the knowledge that it will be relied upon by the Owner to determine maximum income for eligibility to occupy the unit; and I/we

declare that all information set forth herein is true, correct and complete and based upon information I/we deem reliable and that the statement of total anticipated income contained in paragraph 6 is reasonable and based upon such investigation as the undersigned deemed necessary.

- 8) I/We will assist the Owner in obtaining any information or documents required to verify the statement made herein, including either an income verification from my/our present employer(s) or copies of federal tax returns for the immediately preceding calendar year.
- 9) I/We acknowledge that I/we have been advised that the making of any misrepresentation or misstatement in this declaration will constitute a material breach of my/our agreement with the Owner to lease the unit and will entitle the Owner to prevent or terminate my/our occupancy of the unit by institution of an action for eviction or other appropriate proceedings.

I/We declare under penalty of perjury that the foregoing is true and correct.

Executed this _____ day of _____ in the City of _____ California.

Applicant

Applicant

Applicant

Applicant

Applicant

[All persons listed in number 2 above, except children under the age of 18 must sign this form]

**CALCULATIONS OF TENANT ELIGIBILITY
FOR AFFORDABLE RENTAL FORM**

(FORM COMPLETION BY APARTMENT OWNER OR AGENT)

NAME: _____ UNIT # _____

<u>SOURCE</u>	<u>MONTHLY</u>	<u>ANNUAL</u>
Social Security	\$	\$
Social Security	\$	\$
Civil Service	\$	\$
Pension _____	\$	\$
Interest _____	\$	\$
Wages _____	\$	\$
Tips _____	\$	\$
Wages _____	\$	\$
Tips _____	\$	\$
Child Support	\$	\$
Welfare	\$	\$
Stocks/Bonds	\$	\$
Other _____	\$	\$
Other _____	\$	\$
TOTAL INCOME	\$	\$
	Monthly base rent	\$
	Move-in date	

BY

TITLE _____

DATE _____

AFFORDABLE TENANT
RECORD OF RENTAL INCREASES

(FORM COMPLETION BY APARTMENT OWNER OR AGENT)

NAME _____ APT. NO. _____

MOVE-IN DATE _____ INITIAL BASE RENT \$ _____

ANNUAL INCOME \$ _____

<u>DATE OF INCREASE</u>	<u>CURRENT RENT</u>	<u>RENEWAL FUNDING INFLATION FACTOR</u>	<u>NEW RENT</u>
_____	\$ _____	X 1. _____	= \$ _____
_____	\$ _____	X 1. _____	= \$ _____
_____	\$ _____	X 1. _____	= \$ _____
_____	\$ _____	X 1. _____	= \$ _____
_____	\$ _____	X 1. _____	= \$ _____
_____	\$ _____	X 1. _____	= \$ _____
_____	\$ _____	X 1. _____	= \$ _____
_____	\$ _____	X 1. _____	= \$ _____
_____	\$ _____	X 1. _____	= \$ _____
_____	\$ _____	X 1. _____	= \$ _____
_____	\$ _____	X 1. _____	= \$ _____
_____	\$ _____	X 1. _____	= \$ _____
_____	\$ _____	X 1. _____	= \$ _____
_____	\$ _____	X 1. _____	= \$ _____
_____	\$ _____	X 1. _____	= \$ _____

AFFORDABLE TENANT
RECORD OF RENTAL INCREASES (For Tax Credit Projects Only)

(FOR COMPLETION BY APARTMENT OWNER/DEVELOPER OR AGENT)

NAME: _____ APT. # _____

MOVE-IN DATE: _____

ANNUAL INCOME: _____

INITIAL BASE RENT: _____

<u>DATE OF INCREASE</u>	<u>CURRENT RENT</u>	<u>NEW RENT</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

EXHIBIT G

AFFORDABLE RENTAL HOUSING AGREEMENT FOR SELF-FINANCED PROJECT

NO FEE DOCUMENT

PER GOVT. C. §27383

RECORDING REQUESTED BY

AND WHEN RECORDED, MAIL TO:

City of Roseville
CITY Clerk
311 Vernon Street
Roseville, CA 95678

AFFORDABLE RENTAL HOUSING AGREEMENT

(Project: _____)

This Affordable Rental Housing Agreement ("AGREEMENT") is made this _____ day of _____, 20__ ("Effective Date"), by and between the City of Roseville, a municipal corporation ("CITY"), and [To Be Designated By Shea], a _____ ("OWNER/DEVELOPER").

RECITALS

A. On August 18, 2021, CITY approved the updated Housing Element of the General Plan which applies ten percent (10%) affordability requirement to all new specific plan areas or properties for which zoning is amended to change residential density.

B. The OWNER/DEVELOPER is receiving the benefit of land entitlements either through the Specific Plan and Development Agreement process or by amendment of the zoning of the property to change residential density.

C. On _____, 2023, CITY approved an amendment of the General Plan and North Central Roseville Specific Plan (the "NCRSP") and on _____, 2023, CITY approved the certain Development Agreement for that portion of the NCRSP area which contains the property that is the subject of this AGREEMENT, which Development Agreement is recorded as Instrument _____ ("the Development Agreement") (collectively, with other entitlements that allow the development of a housing development project, "the Project"). . On _____, 2023, CITY approved the Design Review Permit for the Project, regulating the development of that portion of the NCRSP area which contains the property that is the subject of this AGREEMENT of which is intended to be improved by the construction of a multi-family development/apartment community.

C. The conditions of approval of the Project require OWNER/DEVELOPER to enter into an affordable housing rental agreement to the satisfaction of City Attorney of CITY, implementing the affordable housing obligations of OWNER/DEVELOPER.

D. OWNER/DEVELOPER and CITY enter into this AGREEMENT in order to implement OWNER/DEVELOPER'S affordable housing obligations.

E. OWNER/DEVELOPER has secured the possession of real property located at 572 Gibson Drive and consisting of Assessor Parcel numbers 363-011-002–363-011-005 and 363-011-007, as more particularly described in Exhibit A (the "Property"). OWNER/DEVELOPER proposes to develop and construct a three hundred (300) unit multi-family rental housing apartment project (the "Project") on the Property, as a partially affordable project rented at Rents that are affordable to some residents (the "Regulated Units") and also rented at Rents that are unrestricted to other residents as more fully described in **Exhibit B** (the "Self-Financed Project"). The Project is intended to serve as a community resource by providing decent, safe, and sanitary housing for households which would otherwise be unable to afford such housing. Development of the property is governed by NCRSP.

F. On _____, 2023, by Resolution No. _____ of the Roseville CITY Council, the CITY agreed to the deferral of certain development impact fees related to the Project in the amount of _____ (\$_____) for actual final building fees related to the construction of the Project.

G. The purpose of this AGREEMENT is to regulate and restrict the occupancy, Rents, operation, ownership, and management of the Regulated Units in the Project for the benefit of Project occupants and the people of the City of Roseville. The covenants in this AGREEMENT are intended to run with the land and be binding on OWNER/DEVELOPER and OWNER/DEVELOPER's successors in interest for the full term of this AGREEMENT.

NOW, THEREFORE, OWNER/DEVELOPER and the CITY hereby agree as follows:

DEFINITIONS

The following terms have the meanings set forth in herein wherever used in this AGREEMENT or attached exhibits.

"AFFORDABLE PROJECT" means the project described on Exhibit B.

"AREA MEDIAN INCOME" (referred to herein as "AMI") means the median income for Placer County, which includes the City of Roseville. References to AMI shall mean AMI with adjustments for household size, as published annually by HCD. If HCD should cease making such determination, the CITY may designate another method of calculation of area median income used by any federal or state agency and applicable to the City of Roseville.

"CITY" means the City of Roseville, a municipal corporation.

“CITY MANAGER” means the then duly appointed city manager of the City of Roseville, whether serving on a temporary or permanent basis.

“EQUITY INVESTOR” means an organization regularly engaged in investing in multi-family residential rental housing, directly or indirectly, in consideration of investing capital which such organization may include an affiliate of OWNER/DEVELOPER.

“HCD” means the Housing and Community Development department of the State of California.

“HUD” means United States Department of Housing and Urban Development.

“OWNER/DEVELOPER” means [Shea to designate] together with its permitted successors and assigns.

“PERMITTED TRANSFER” has the meaning given to it in Section 26.

“PERSON” means any individual, partnership, corporation, limited liability company, trust or other entity.

“PROJECT” means the development, construction and operation of a residential, multi-family rental apartment project on the Property as the Self-Financed Project.

“PROJECT PARTNERSHIP” means a limited partnership sponsored by OWNER/DEVELOPER to develop the Project using sources of financing as determined by OWNER/DEVELOPER.

“PROPERTY” means the real property located at 572 Gibson Drive and consisting of Assessor Parcel numbers 363-011-002–363-011-005 and 363-011-007, Roseville, California, identified and described in **Exhibit A**, attached hereto and incorporated into this AGREEMENT by this reference, and any buildings or improvements now or hereafter situated on such real property.

“QUALIFYING HOUSEHOLD” means a household in which household income does not exceed the percentage of Area Median Income prescribed for the applicable housing unit by the terms of this AGREEMENT. With respect to the Affordable Project, the determination of a Qualifying Household, and the various levels of affordability applicable to a Qualifying Household are described in Exhibit B using the criteria and methodology set forth in Exhibit B and, to the extent not inconsistent with Exhibit B, in accordance with the rules applied by HCD. In the event of a conflict between criteria and methodology applied by HCD, on the one hand, and the criteria and methodology set for in Exhibit B with regard to the determination of a Qualifying Household, the criteria and methodology in Exhibit B shall control.

“QUALIFYING RENT” means the maximum monthly Rent for Regulated Units allowed under **Exhibit B** “adjusted for family size appropriate to the unit” (as such term is defined by Health and Safety Code sections 50052.5 and 50053) including a reasonable allowance for tenant-paid utilities (also known as Utility Allowance).

“REGULATED UNITS” means the rental dwelling units on the Property constructed for the Project, that shall be rented at Rents that are affordable as set forth on Exhibit B.

“RENT” means the total of monthly payments charged by the OWNER/DEVELOPER to, and paid by, a Resident of a Regulated Unit (other than manager's units) for the following: use and occupancy of the Regulated Unit and land and associated facilities, including parking; any separately charged fees or service charges assessed by OWNER/DEVELOPER which are required of all Residents, other than security deposits; the cost of an adequate level of service for utilities paid by the Resident, including garbage collection, sewer, water, electricity, gas and other heating, cooking and refrigeration fuel, but not cable or telephone service; and any other interest, taxes, fees or charges for use of the land or associated facilities and assessed by a public or private entity other than OWNER/DEVELOPER, and paid by the Resident. Notwithstanding the foregoing, (1) utility charges, to the extent individually metered for each unit in the Project, may be passed through or billed directly to the Residents of Regulated Units in addition to and separate from any items of Rent; and (2) optional amenities such as garages and in-unit washer/dryers will be available and charged for separately and do not constitute Rent.

“RESIDENT” means a household occupying a Regulated Unit in the Project.

“SELF-FINANCED PROJECT” means the development identified on Exhibit B.

“SENIOR LENDER” means any lender providing financing to, and secured by, the Property and Project, which such lender may include an affiliate of OWNER/DEVELOPER.

OWNER/DEVELOPER’S OBLIGATIONS

1. **TERM OF AGREEMENT.** This AGREEMENT shall commence upon the Effective Date and shall remain in full force and effect for fifty-five (55) years after the date OWNER/DEVELOPER obtains a Certificate of Occupancy from CITY for the Project or, in the event the Project has multiple buildings or structures, a Certificate of Occupancy for the last habitable building or structure for the Project. The obligations in this AGREEMENT shall remain effective and fully binding on OWNER/DEVELOPER for this full term regardless of any expiration of the term of any loan, any payment, or

prepayment of any loan, any assignment of a note, any reconveyance of a deed of trust, or any sale, assignment, transfer, or conveyance of the Property (other than certain transfers by foreclosure, deed in lieu of foreclosure, exercise of the power of sale or other similar transfer), unless terminated earlier by the CITY in a recorded writing.

2. **LEGAL INTEREST IN PROJECT.** OWNER/DEVELOPER represents that it has legal interest in the Property and that all other persons holding legal or equitable interests in the Property have signed an "Acknowledgement and Consent Certificate", in a form approved by the City Attorney of the CITY, acknowledging and consenting to the terms of this AGREEMENT. All persons holding any legal or equitable interest in the Subject Property shall be bound by this AGREEMENT.

PROJECT OCCUPANCY AND RENTS

3. **OCCUPANCY OF PROJECT.** OWNER/DEVELOPER shall limit, for the full term of this AGREEMENT identified in Paragraph 1 above, the rental of Regulated Units to Qualifying Households which provide average affordability at no less than as provided in **Exhibit B** attached, which is hereby incorporated by reference into this AGREEMENT. The schedule to Exhibit B provides the average affordability levels for the Affordable Project. The income levels and other qualifications of Residents shall be certified prior to initial occupancy in conformance with the Final Management Plan identified in Paragraph 10, below, and income certification procedures as provided in this Agreement.

The Project shall be owned, managed and operated as a single, multi-family residential rental project, which may be comprised of one or more buildings and structures, each consisting of more than one residential dwelling unit, together with facilities functionally related and subordinate thereto, in accordance with applicable California law, as the same may be amended from time to time. All of the residential dwelling units in the Project will be similarly constructed and shall contain separate and complete facilities for living, sleeping, eating, cooking and sanitation for a single person or family, including sleeping area, bathing and sanitation facilities and cooking facilities equipped with a cooking range, refrigerator and sink. None of the residential dwelling units shall be utilized, at any time, on a transient basis. Neither the Project, nor any portion thereof, shall ever be used as a hotel, dormitory, fraternity house, sorority house, rooming house, hospital, nursing home, sanitarium, rest home or trailer park or court.

4. **PROJECT RENTS.** Rents for Regulated Units shall be limited to Qualifying Rents as set forth in **Exhibit B** as the same may be revised from time to time in accordance with this AGREEMENT and applicable federal or state laws and regulations. Nothing in this AGREEMENT shall prevent OWNER/DEVELOPER from charging lower rents for Regulated Units or shall prevent OWNER/DEVELOPER from charging Rents greater than Qualifying Rents for units that are not Regulated Units.

5. RENTAL INCREASES FOR EXISTING TENANTS ON THE PROPERTY.

Rent for Regulated Units may be adjusted no more frequently than annually. Additionally, in no event shall the amount of annual rent increase for Qualifying Rents for the Self-Financed Project exceed the amount of annual rent increase allowed by California law.

In the event that HCD, or its successor agency, does not publish information for Qualifying Rents, OWNER/DEVELOPER may instead present to the CITY's Economic Development Director or successor ("the EDD") information on which OWNER/DEVELOPER wishes to base its annual rent adjustment. The EDD will review this information and decide whether the adjustment factor OWNER/DEVELOPER uses for its annual rent increase is permitted by California law. The decision of the EDD shall be final.

6. CONDOMINIUM CONVERSION PROHIBITED. OWNER/DEVELOPER shall not convert Project units, including Regulated Units and/or any unregulated units, to condominium or cooperative ownership or sell condominium or cooperative conversion rights to the Project units.

7. NONDISCRIMINATION.

A. OWNER/DEVELOPER herein covenants by and for itself, its subcontractors, its successors and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, nor denial of the benefits of this AGREEMENT to, any person or group of persons, on the basis of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, sex, gender or self-identified gender, gender expression, sexual orientation, marital status, age, mental disability, physical disability or medical condition (including cancer, HIV and AIDS), genetic information, military or veteran status, familial status, source of income, or political affiliation or belief, nor any unlawful discrimination against any employee or applicant for employment because of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, sex, gender or self-identified gender, gender expression, sexual orientation, marital status, age (over 40), mental disability, physical disability or medical condition (including cancer, HIV and AIDS), use of family care leave, genetic information, military or veteran status, familial status, source of income, or political affiliation or belief. OWNER/DEVELOPER shall cause the evaluation and treatment of employees and applicants for employment to be free of such discrimination or harassment. In addition to the foregoing general obligations, OWNER/DEVELOPER shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900, et seq.), the regulations promulgated thereunder (Title 2, California Code of Regulations, Section 10000, et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Sections 11135-11139.5) and any state or local regulations adopted to implement any of the foregoing, as such statutes and regulations may be amended from time to time. To the extent this AGREEMENT subcontracts to OWNER/DEVELOPER services or works required of the CITY by the State of California pursuant to agreement between

the CITY and the State, the applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a) through (f), set forth in Subchapter 5 of Division 4.1 of Title 2 of the California Code of Regulations are expressly incorporated into this Regulatory Agreement by reference and made a part hereof as if set forth in full, and OWNER/DEVELOPER and any of its subcontractors shall give written notice of their obligations thereunder to labor organizations with which they have collective bargaining or other agreements.

B. The provisions of paragraph (A) shall further apply to the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the Project, and OWNER/DEVELOPER and any person claiming under or through the OWNER/DEVELOPER, shall not establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sublessees, subtenants, or vendees in the Project.

C. OWNER/DEVELOPER shall include the provisions contained in this section in all contracts and subcontracts related to the Project.

8. **MANAGEMENT RESPONSIBILITIES.** OWNER/DEVELOPER is specifically responsible, subject to its obligations herein, for all management functions with respect to the Project, including, without limitation, the selection of tenants, certification and recertification of household size and income, evictions, collection of rents and deposits, maintenance, landscaping, routine and extraordinary repairs, replacement of capital items, and security. The CITY shall have no responsibility over management of the Project.

9. **MANAGEMENT ENTITY.** The CITY shall have the right to review and approve the management entity chosen by OWNER/DEVELOPER for the Project and, with the prior written consent of the Senior Lenders and the Equity Investor (if applicable), shall have the right to require a change in the management agent for the Project in the event OWNER/DEVELOPER is in default under the AGREEMENT and continues to be in default following applicable notice and cure. Any contracting of management services by OWNER/DEVELOPER shall not relieve OWNER/DEVELOPER of its primary responsibilities for proper performance of management duties. The CITY approves of the use of FPI Management, as the designated initial management entity for the Project. The City Manager shall have the authority to (1) review and approve any other management entity chosen by Owner/Developer, or any replacement management agent and (2) require a change in the management agent as set forth above in Section 12.

10. **DRAFT AND FINAL MANAGEMENT PLANS.**

A. **DRAFT MANAGEMENT PLAN.** OWNER/DEVELOPER shall prepare and submit to CITY a Draft Management Plan for CITY's review and approval. The Draft Management Plan shall be submitted to CITY at least one hundred eighty (180) calendar days prior to the anticipated date for completion of construction of the

Project. The Draft Management Plan shall contain, but is not limited to, a specific statement as to (1) the identity, experience and duties regarding operation of the Project of any non-profit, public benefit corporation who is a partner of OWNER/DEVELOPER; (2) marketing policies and strategies; (3) tenancy occupancy rules and regulations; (4) rental procedures and tenant income limitation; (5) eviction procedures; (6) operating policies and guidelines; (7) reserve account policies; (8) maintenance and capital improvement policies; and (9) shall provide as an exhibit thereto a sample form of lease agreement. Upon a nonqualifying transfer of the Project or OWNER/DEVELOPER'S interest in the Project, the party to whom the Project is transferred shall, as a condition of such transfer, provide CITY with a copy of such party's Management Plan for the Project, which plan shall provide statements as called for herein.

B. CITY REVIEW OF DRAFT MANAGEMENT PLAN. Upon submittal of the Draft Management Plan by OWNER/DEVELOPER to CITY the CITY shall review the Draft Management Plan and provide written comments to OWNER/DEVELOPER within ninety (90) calendar days or as soon thereafter as is practicable.

C. FINAL MANAGEMENT PLAN. Prior to issuance of any Certificate of Occupancy for the Project, OWNER/DEVELOPER shall submit a Final Management Plan to the CITY for its review and final approval no later than thirty (30) calendar days prior to the anticipated date for completion of construction of the Project.

Notwithstanding the foregoing, the CITY shall have the right to review and approve any proposed material amendments to OWNER/DEVELOPER's contract with its management firm, or any new management contracts, during the term of this AGREEMENT; provided, however, that the CITY's approval shall not be required for a renewal of the initial management contract.

The City Manager shall have the authority to review and approve the draft management plan and the Final Management Plan, and any material amendments thereto, prepared by OWNER/DEVELOPER.

11. MANAGEMENT AGENT. The Project shall at all times be managed by an experienced Management Agent reasonably acceptable to CITY, with demonstrated ability to operate residential facilities like the Project in a manner that will provide decent, safe and sanitary housing. During the monitoring as described in Section 17, CITY will assess Management Agent's ability to operate the Project in a decent, safe and sanitary manner. One factor CITY will use to make its assessment will be a comparison of calls for police and fire services with other similar rental complexes in Roseville which offer similar services.

A. OWNER/DEVELOPER shall submit for CITY's approval the identity of any proposed Management Agent. OWNER/DEVELOPER shall also submit such additional information about the background, experience, and financial condition of any proposed Management Agent as is reasonably necessary for CITY to determine

whether the proposed Management Agent meets the standards for a qualified Management Agent set forth above.

B. If the proposed Management Agent meets the standards for a qualified Management Agent set forth above, CITY shall approve the proposed Management Agent by notifying OWNER/DEVELOPER in writing. Unless the proposed Management Agent is disapproved by CITY within thirty (30) days of said submission of identity and qualifications of proposed Management Agent, which disapproval shall state reasonable specificity the basis for disapproval it shall be deemed approved. FPI Management is hereby approved by the CITY as the initial Management Agent. The City Manager shall have the authority to approve or withhold approval of any matters requiring the CITY's action under this Section 11.

12. **DISMISSAL OF MANAGEMENT AGENT.** If CITY determines in its reasonable judgment that the Project is not being operated and managed in accordance with the terms of this Agreement and if the OWNER/DEVELOPER is thereby in breach of this Agreement, CITY may deliver written notice to OWNER/DEVELOPER of such breach and provide OWNER/DEVELOPER with reasonable opportunity to cure such default. If the OWNER/DEVELOPER fails to cure such breach within a reasonable time, CITY may deliver a further notice to OWNER/DEVELOPER of its intention to cause replacement of the Management Agent, including the reasons therefor. Within thirty (30) days of receipt by OWNER/DEVELOPER of such second written notice, CITY staff and OWNER/DEVELOPER shall meet in good faith to consider methods for improving the operating status of the Project, including, without limitation, replacement of the Management Agent, which will be in OWNER/DEVELOPER's sole discretion.

13. **MAINTENANCE AND SECURITY.** OWNER/DEVELOPER shall at its own cost and expense maintain the Project in good condition, in good repair, and in decent, safe, sanitary, habitable, and tenantable living condition for the benefit of Project occupants. OWNER/DEVELOPER shall not commit or permit any waste on or to the Property, and shall prevent and/or rectify any physical deterioration of the Property. OWNER/DEVELOPER shall provide adequate ongoing security equipment and services for Project occupants. OWNER/DEVELOPER shall maintain the Property in conformance with all applicable state, federal, and local laws, ordinances, codes, and regulations and the Management Plan; but OWNER/DEVELOPER's maintenance obligations shall not be limited only to the standards contained in these laws or the Management Plan.

In the event the OWNER/DEVELOPER fails to maintain the Property in accordance with the foregoing standards, and after at least seven (7) calendar days' prior written notice to OWNER/DEVELOPER, the Senior Lenders and the Equity Investor, the CITY or its agent may, but shall be under no obligation to, enter upon the Property, make such repairs or replacements as are deemed necessary in CITY's reasonable discretion (with the prior written consent of the Senior Lenders and Equity Investor), and provide for payment thereof. Any amount advanced by CITY to make such repairs, together with the maximum legal interest rate thereon from the date of

such advance shall become an additional obligation of OWNER/DEVELOPER to CITY shall be immediately due and payable to CITY.

14. **UNIT VACANCIES.** OWNER/DEVELOPER shall use its best efforts to fill vacancies in Regulated Units as quickly as possible.

15. **INSPECTION AND RECORDS.** OWNER/DEVELOPER shall maintain the records in the form required by Exhibit C attached to this Agreement and shall submit copies of such records to the CITY within ten (10) business days of CITY's request. OWNER/DEVELOPER shall permit CITY to enter and inspect the Property and the Project for compliance with obligations under this AGREEMENT upon twenty-four (24) hours advance notice of such visit by CITY to OWNER/DEVELOPER or OWNER/DEVELOPER's management agent and to tenants of any inspected Regulated Units, subject to the provisions of the lease regarding inspection and entry rights, which provisions must otherwise be consistent with state law.

16. [Intentionally Omitted.]

17. **MONITORING/NON-COMPLIANCE/CURE.** OWNER/DEVELOPER'S compliance with the provisions of this AGREEMENT shall be reviewed at least annually, and at such other times as CITY may require, upon thirty (30) days prior written notice from CITY. During any such review, OWNER/DEVELOPER shall bear the burden of proof to demonstrate good faith compliance with the terms of this AGREEMENT. If, as a result of such review, CITY finds and determines that OWNER/DEVELOPER has not complied in good faith with the terms and conditions of this AGREEMENT, CITY may give written notice to OWNER/DEVELOPER of its findings and of the exact nature of OWNER/DEVELOPER'S non-compliance. OWNER/DEVELOPER shall be given a period of sixty (60) days after delivery of any such written notice in which to cure, to the reasonable satisfaction of CITY, any non-compliance, or such longer time as may be required to effect a cure. In the event CITY fails to give OWNER/DEVELOPER notice of any non-compliance at or before the annual review, OWNER/DEVELOPER shall not be held responsible for any failure to comply with the terms and conditions of this AGREEMENT during the year covered by the annual review. The City Manager shall have the authority to make the findings and determinations for any matters requiring the CITY's action under this Section 17.

18. **CITY REMEDIES FOR BREACH.** Following the procedures set forth in Section 17, in the event of any breach/default or violation of any agreement, obligation, or warranty under this AGREEMENT, CITY may give written notice to OWNER/DEVELOPER, with copies to the Senior Lenders and Equity Investor specifying: (a) the nature of the breach or violation, (b) the action required to cure the breach or violation, and (c) a date, which shall not be less than thirty (30) calendar days from the date of the notice, by which such action to cure must be taken or such longer time as may be required to effect a cure. If OWNER/DEVELOPER fails to timely cure the breach or violation, CITY has the right, at its sole election, to:

A. Bring an action for equitable relief seeking the specific performance by OWNER/DEVELOPER of the terms and conditions of this AGREEMENT, and/or enjoining, abating, or preventing any violation of said terms and conditions, and/or seeking declaratory relief; or

B. For violations of OWNER/DEVELOPER's obligations with respect to: (i) Qualifying Rents, impose as liquidated damages a charge upon OWNER/DEVELOPER in an amount equal to the actual amount of Rent OWNER/DEVELOPER has collected from any Qualifying Household in excess of the Qualifying Rent unless the OWNER/DEVELOPER has refunded the amount of such excess to the Qualifying Household or (ii) with respect to all other violations for occupancy restrictions, Project maintenance or unit vacancies, impose as liquidated damages a charge upon OWNER/DEVELOPER in an amount of \$100 per each day that the Project is in breach of the occupancy restrictions, Project maintenance or unit vacancies.

19. **Limitation on Liability.** Notwithstanding the foregoing or any other provision or obligation to the contrary contained in this Agreement, (i) the liability of the OWNER/DEVELOPER under this Agreement to any person or entity, including, but not limited to, the CITY, and its successors and assigns, is limited to the OWNER/DEVELOPER's interest in the Property, and such persons and entities shall look exclusively thereto, and (ii) from and after the date of this Agreement, no deficiency or other personal judgment, nor any order or decree of specific performance (other than pertaining to this Agreement, any agreement pertaining to the Property or any other agreement securing the OWNER/DEVELOPER's obligations under this Agreement), shall be rendered against the OWNER/DEVELOPER, the assets of the OWNER/DEVELOPER (other than the OWNER/DEVELOPER's interest in the Property), its partners, members, successors, transferees or assigns and each of their respective officers, directors, employees, partners, agents, heirs and personal representatives, as the case may be, in any action or proceeding arising out of this Agreement, or any recorded regulatory agreement securing the obligations of the OWNER/DEVELOPER under this Agreement, or any judgment, order or decree rendered pursuant to any such action or proceeding.

20. Senior Lender Mortgagee and Equity Investor Cure Rights:

After receipt of notice from the CITY setting forth the nature of a default under Section 18 of this Agreement, any Senior Lender or Equity Investor shall have the same rights as OWNER/DEVELOPER to cure any default hereunder on behalf of OWNER/DEVELOPER; provided any Senior Lender or Equity Investor shall have an additional ninety (90) days to cure beyond the cure period afforded to OWNER/DEVELOPER to cure such default (with additional time as needed in the event that the cure of such default has been commenced and is being diligently prosecuted to completion); provided further that in the event that the Equity Investor cures such default by removing and replacing the general partner of OWNER/DEVELOPER, the Equity Investor shall use commercially reasonable efforts to prosecute the cure during

the pendency of the replacement of the general partner. Notwithstanding the foregoing, the cure periods of any Senior Lender or Equity Investor described in this Section shall be tolled in the event that any bankruptcy or other legal proceeding prevents any Senior Lender or Equity Investor from acting to cure such default during the pendency of such bankruptcy or other legal proceeding, but only (i) if the Senior Lender or Equity Investor has made reasonable effort to cure any such default prior to such bankruptcy, and (ii) did not file the bankruptcy or other legal proceedings. No notice or demand given to OWNER/DEVELOPER under this Agreement shall be effective until and unless a copy of such notice is given to each Senior Lender or Equity Investor. Any notices of default shall describe the default(s) with reasonable detail. CITY agrees to accept performance by a Senior Lender or Equity Investor of any cures, conditions and covenants as though performed by OWNER/DEVELOPER, and agrees to permit a Senior Lender or Equity Investor to take all such actions and may be necessary or useful to perform any condition or covenants of this Agreement or to cure any default of OWNER/DEVELOPER. Prior to the expiration of the cure rights of any Senior Lender or Equity Investor hereunder, the CITY shall not affect or cause any action to deny OWNER/DEVELOPER of possession, occupancy, or quiet enjoyment of the Property or any part thereof.

Nothing in this Section 20, shall be construed to obligate any Senior Lender or Equity Investor to remedy any default of OWNER/DEVELOPER, and any failure of any Senior Lender or Equity Investor to complete any such cure after commencing the same shall not give rise to any liability of any Senior Lender or Equity Investor to the CITY with respect to the default.

21. FEES, TAXES, AND OTHER LEVIES. OWNER/DEVELOPER shall be responsible for payment of all fees, assessments, taxes, charges, and levies imposed by any public authority or utility company with respect to the Property and the Project, and shall pay such charges prior to delinquency. However, OWNER/DEVELOPER shall not be required to pay any such charge so long as (a) the legality thereof is being contested in good faith and by appropriate proceedings, and (b) OWNER/DEVELOPER maintains reserves adequate to pay any contested liabilities.

22. INSURANCE COVERAGE. OWNER/DEVELOPER shall cause to have in full force and effect during the term of this AGREEMENT continuous insurance coverage as required by any lienholder.

23. PROPERTY DAMAGE OR DESTRUCTION. If any building or improvement erected by OWNER/DEVELOPER on the Property is damaged or destroyed, CITY agrees that OWNER/DEVELOPER's obligation to repair or restore the Property and OWNER/DEVELOPER's use of any insurance proceeds in connection with such casualty, shall be governed solely by the requirements of the Senior Lenders.

GENERAL PROVISIONS

24. **SUBORDINATION.** Upon request of any Senior Lender, the CITY shall subordinate this AGREEMENT and any related City agreement to any financing provided by Senior Lenders to the extent required by the Senior Lender and the City Manager is authorized to enter into any subordination agreements required by any Senior Lender to effect such subordination.

25. **TRANSFER AND ENCUMBRANCE OF PROPERTY.** Except as set forth in Section 26, during the term of this AGREEMENT, OWNER/DEVELOPER shall not make or permit any sale, agreement to sell, assignment, conveyance, lease (other than the rental of Project units to eligible residential tenant occupants), or transfer of the Property or any part thereof, including the sale of any general or limited partnership interests, the removal of any general partner except as set forth in Section 20, or any substantial change in operational or management control over the Property (collectively referred to as "Transfers"), without the prior written consent of CITY. The limitations on OWNER/DEVELOPER's right of assignment or other transfer contained in this paragraph 26 shall not apply to any foreclosure, deed in lieu of foreclosure, or other remedial action lawfully taken by any Senior Lender holding a security interest in the Property with priority over the CITY's interests; nor shall they apply to the transfer of partner interests in OWNER/DEVELOPER and/or the removal of a general partner or a limited partner pursuant to the terms and conditions of OWNER/DEVELOPER's organizational document.

CITY shall give its consent to a Transfer provided that it determines all of the following conditions are met: (a) OWNER/DEVELOPER is in compliance with this AGREEMENT or the Transfer will cure existing violations of this AGREEMENT; (b) the transferee agrees to assume all obligations of OWNER/DEVELOPER imposed by this AGREEMENT; (c) the transferee demonstrates to CITY's satisfaction that it is capable of owning and/or operating the Property and the Project in full compliance with this AGREEMENT; (d) the terms of the Transfer shall not jeopardize the CITY's security interest in the Property and is otherwise in full compliance with all legal standards, including eligibility requirements and other conditions imposed by funding sources for the Project; and (e) the Transfer has been approved by CITY's governing body, if such approval is required.

26. **PERMITTED TRANSFERS.** The following changes or transfers shall be Permitted Transfers which may be effected by OWNER/DEVELOPER without the approval of the CITY and such transfers are not subject to Section 25:

A. The sale, transfer, conveyance or pledge of direct or indirect interests in Property or the Project or the OWNER/DEVELOPER to the Project Partnership;

B. The sale, transfer, conveyance or pledge, directly or indirectly, of any partnership interest or membership interests in the partners of the Project Partnership including the Equity Investor;

C. The appointment by the limited partners of the Project Partnership of an additional or substitute general partner in accordance with the partnership agreement of the Project Partnership; provided the Project Partnership delivers prior written notice thereof to the CITY;

D. The transfer directly or indirectly (i) of an interest in and/or of an existing partner in the Project Partnership to another existing partner, or (ii) of an interest in an existing general partner to an affiliate of any general partner in the Project Partnership; or

E. The sale, transfer or conveyance, directly or indirectly, of (i) the Property or the Project, or (ii) an interest in OWNER/DEVELOPER, to another party affiliated with or under common control with any "Shea Entities" as such term is identified in the Permitted Transferee letter of even date herewith between the City and OWNER/DEVELOPER.

27. NONLIABILITY OF OFFICIALS, EMPLOYEES, AND AGENTS. No member, official, director, employee, agent or independent contractor of CITY shall be personally liable to OWNER/DEVELOPER or third party beneficiaries for any obligation created under the terms of this AGREEMENT.

28. INDEMNITY AND WAIVER. Notwithstanding the insurance coverage required herein, OWNER/DEVELOPER shall indemnify and hold CITY, its members, officials, directors, employees, agents and independent contractors (collectively "Indemnitees"), harmless against any losses, damages, liabilities, claims, demands, judgments, actions, court costs, and legal or other expenses (including attorney's fees) which Indemnitees may incur as a result of (1) OWNER/DEVELOPER's failure to perform any obligations as and when required by this AGREEMENT; (2) any failure of OWNER/DEVELOPER's representations or warranties to be true and complete in any material respect; or (3) any act or omission by OWNER/DEVELOPER or any contractor, subcontractor, management agent, or supplier with respect to the Project or the Property, except to the extent that such losses are caused solely by the negligence or willful misconduct of Indemnitees. The duty of the OWNER/DEVELOPER to indemnify includes the duty to defend Indemnitees in any court action, administrative action, or other proceeding brought by any third party arising from the Project or the Property. OWNER/DEVELOPER's duty to indemnify Indemnitees shall survive the term of this AGREEMENT.

OWNER/DEVELOPER hereby waives any claims, suits, or actions against the CITY on account of or arising from the Costa-Hawkins Rental Housing Act, California Civil Code Sections 1954.50 *et seq.* ("CHRHA"). Furthermore, the parties hereby acknowledge and agree that, without limitation, any Project entitlements, permits, or

approvals have conferred upon the OWNER/DEVELOPER and/or the Project either a direct financial contribution or other form of assistance pursuant to Section 1954.52(b) of the CHRHA.

29. **GOVERNING LAW.** This AGREEMENT shall be interpreted under and be governed by the laws of the State of California, except for those provisions relating to choice of law and those provisions preempted by federal law.

30. **AGREEMENT CONTROLS.** In the event that any provisions of this AGREEMENT and any of its exhibits, the terms of the AGREEMENT shall control.

31. **ATTORNEYS' FEES AND COSTS.** In the event that a legal or administrative action is brought to interpret or enforce the terms of this AGREEMENT, the prevailing party shall be entitled to recover all reasonable attorneys' fees and costs incurred in such action.

32. **TIME.** Time is of the essence in this AGREEMENT.

33. **CONSENTS AND APPROVALS.** Except as otherwise expressly provided in this AGREEMENT, any consent or approval required under the AGREEMENT shall not be unreasonably withheld or delayed.

34. **NOTICES, DEMANDS, AND COMMUNICATIONS.** Formal notices, demands, and communications between OWNER/DEVELOPER and CITY shall be given by first class or certified mail, return receipt requested, postage prepaid or delivered personally, to OWNER/DEVELOPER and CITY as follows, or at such other address as a party may designate by written notice to the other party:

CITY OF ROSEVILLE

OWNER/DEVELOPER

City Manager
311 Vernon Street
Roseville, California 95678

35. **BINDING UPON SUCCESSORS.** All provisions of this AGREEMENT shall be binding upon and inure to the benefit of the heirs, administrators, executors, successors in interest, transferees, and assigns of OWNER/DEVELOPER and CITY, and shall run with the land for the full term of this AGREEMENT. Any successor in interest to OWNER/DEVELOPER and any purchaser or transferee of the Property shall be subject to all of the duties and obligations imposed on OWNER/DEVELOPER under this AGREEMENT for the full term of this AGREEMENT. The term "OWNER/DEVELOPER" as used in this AGREEMENT shall include all such assigns, successors-in-interest, and transferees.

36. NO THIRD PARTY BENEFICIARIES. This Agreement is not enforceable by and does not run to the benefit of any Person or entity other than OWNER/DEVELOPER, its successors and assigns, and the CITY. No member of the public, no Resident or other Person that occupies a Unit, no adjacent landowner, nor any other party shall acquire any right or benefit under this Agreement or the right to enforce any provision of this Agreement against the OWNER/DEVELOPER or the CITY.

37. ADMINISTRATION. The administration, enforcement and modification of this Agreement by the CITY is hereby delegated by the CITY to the City Manager who shall have the authority to act on behalf of the CITY for all purposes under this Agreement and provide all approvals, notices, consents and interpretations that may be required under this Agreement from the CITY including the authority to modify or amend this Agreement.

38. RELATIONSHIP OF PARTIES. The relationship of OWNER/DEVELOPER and CITY for this Project during the term of this AGREEMENT shall not be construed as a joint venture, equity venture, or partnership. CITY neither undertakes nor assumes any responsibility or duty to OWNER/DEVELOPER or to any third party with respect to the operation of the Property or the actions of OWNER/DEVELOPER. Except as CITY may specify in writing, OWNER/DEVELOPER shall have no authority to act as an agent of CITY or to bind CITY to any obligation.

39. WAIVER. Any waiver by CITY of any obligation in this AGREEMENT must be in writing. No waiver shall be implied from any delay or failure by CITY to take action on any breach or default of OWNER/DEVELOPER or to pursue any remedy allowed under this AGREEMENT or applicable law. Any extension of time granted to OWNER/DEVELOPER to perform any obligation under this AGREEMENT shall not operate as a waiver or release from any of its obligations under this AGREEMENT. Consent by CITY to any act or omission by OWNER/DEVELOPER shall not be construed as the consent to any other or subsequent act or omission or to waive the requirement for CITY's written consent to future waivers.

40. OTHER AGREEMENTS. OWNER/DEVELOPER represents that it has not entered into any agreements that would restrict or compromise its ability to comply with the terms of this AGREEMENT. OWNER/DEVELOPER shall not enter into any agreements that are inconsistent with the terms of this AGREEMENT without an express written waiver by CITY.

41. AMENDMENTS AND MODIFICATIONS. Any amendments or modifications to this AGREEMENT must be in writing, and shall be effective only if executed by both OWNER/DEVELOPER and CITY, following receipt of all required approvals, and only with the consent of the Senior Lenders.

42. SEVERABILITY. Every provision of this AGREEMENT is intended to be severable. If any provision of this AGREEMENT is held invalid, illegal, or unenforceable

by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired.

SPECIAL PROVISIONS

43. **REFINANCING REVIEW FEE.** In the event that the Project is an Affordable Project and is refinanced during the term of this Agreement, OWNER/DEVELOPER shall provide CITY a prepayment, upon request by OWNER/DEVELOPER, for CITY's staff costs in reviewing any refinancing documentation submitted to CITY for CITY's review and approval. Such prepayment shall be submitted by OWNER/DEVELOPER prior to CITY commencing any review. The prepayment will be ten thousand dollars (\$10,000.00). OWNER/DEVELOPER shall not be entitled to receive a refund of any such fee in the event that OWNER/DEVELOPER fails to complete such refinancing.

53. **TENANT MONITORING FEE.** Commencing one (1) year after the final Certificate of Occupancy for the Project and annually thereafter, OWNER/DEVELOPER shall pay to CITY, not later than March 31 of each year, an annual tenant monitoring fee equal to FORTY DOLLARS (\$40) for each occupied Regulated Unit within the Project, with such fee to be adjusted to reflect the Project's actual occupancy rate. The fee for each Regulated Unit shall be prorated over the portion of the year that such unit was occupied. A penalty of ten percent (10%) per month shall be assessed against any fee not paid when due.

54. **PARTICIPATION IN HOUSING CHOICE VOUCHER PROGRAM.** During the term of this AGREEMENT, OWNER/DEVELOPER agrees to participate in the Housing Choice Voucher ("HCV") program administered by the Roseville Housing Authority (the "Authority").

55. **CHECKLIST FOR REGULATED UNITS.** OWNER/DEVELOPER agrees that each prospective tenant, prior to rental of a Regulated Unit, shall be required to complete forms substantially similar in substance to the forms as set forth on Exhibit C.

[Balance of Page Intentionally Blank]
[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT
as of the Effective Date.

OWNER/DEVELOPER:

[Shea Entity]

CITY:

City of Roseville, a municipal
corporation:

_____, a
_____:

BY: _____
DOMINICK CASEY
City Manager

BY: _____
Print name: _____
Title: _____

ATTEST:

AND

BY: _____
CARMEN AVALOS
City Clerk

BY: _____
Print name: _____
Title: _____

APPROVED AS TO FORM:

BY: _____
MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUBSTANCE:

BY: _____
MELISSA ANGUIANO
Economic Development Director

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, _____
(insert name and title of the officer)

personally appeared _____
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

ACKNOWLEDGMENT

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

State of California

County of _____)

On _____ before me, _____
(insert name and title of the officer)

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

The land described herein is situated in the State of California, County of Placer, City of Roseville, and is described as follows:

EXHIBIT B

**OCCUPANCY AND RENT RESTRICTIONS
SELF-FINANCED PROJECT**

	<u>One Bedroom</u>		<u>Two Bedroom</u>		<u>Three Bedroom</u>	
<u>Average Household Income as Percentage of AMI</u>	<u>Number of Units</u>	<u>Initial Qualifying Rent (Gross)¹</u>	<u>Number of Units</u>	<u>Initial Qualifying Rent (Gross)²</u>	<u>Number of Units</u>	<u>Initial Qualifying Rent (Gross)³</u>
<u>50%</u>	<u>11</u>	<u>\$950</u>	<u>12</u>	<u>\$1,140</u>	<u>7</u>	<u>\$1,317</u>
<u>60%</u>		<u>\$</u>		<u>\$</u>		<u>\$</u>
<u>80%</u>	<u>10</u>	<u>\$1,521</u>	<u>12</u>	<u>\$1,824</u>	<u>8</u>	<u>\$2,106</u>
<u>Market Rate Units</u>	<u>81</u>	<u>N/A</u>	<u>95</u>	<u>N/A</u>	<u>60</u>	<u>N/A</u>
<u>Non-Rent Restricted On Site Management</u>	<u>1</u>	<u>N/A</u>	<u>3</u>	<u>N/A</u>	<u>0</u>	<u>N/A</u>
<u>TOTAL</u>	<u>103</u>		<u>122</u>		<u>75</u>	
<u>Family Size Assumption for Affordable Units (Persons)</u>	<u>1.5</u>		<u>3.0</u>		<u>4.5</u>	

¹ Rents shown are gross rents based upon varying levels of income as published by HCD for income and rents for 2022 <https://www.hcd.ca.gov/grants-and-funding/income-limits>.

² Rents shown are gross rents based upon varying levels of income as published by HCD for income and rents for 2022 <https://www.hcd.ca.gov/grants-and-funding/income-limits>.

³ Rents shown are gross rents based upon varying levels of income as published by HCD for income and rents for 2022 <https://www.hcd.ca.gov/grants-and-funding/income-limits>.

EXHIBIT C
CHECKLIST FOR AFFORDABLE RENTAL UNITS

The following documentation must be present in the Tenant's file (in a form approved by the Housing Manager) for an "affordable renter."

- _____ Certification of Affordable Rental Unit Eligibility Form
- _____ Calculation of Tenant Eligibility Form
- _____ Record of Rental Increases
- _____ Written, third party verification of all income sources, including:
 - _____ Employment
 - _____ Self-employment (tax return and profit & loss statement for current year)
 - _____ Unemployment
 - _____ AFDC (Welfare) Benefits
 - _____ Child Support
 - _____ Alimony
 - _____ Social Security Benefits
 - _____ Supplemental Security Income (SSK)
 - _____ VA or Military Benefits
 - _____ Pensions and/or Annuities
 - _____ Retirement Funds
 - _____ Savings Accounts (Interest Income)
 - _____ Checking Accounts
 - _____ Government Grants
 - _____ Trust Funds
 - _____ Stocks & Bonds (Cash Value)
 - _____ Life Insurance (Cash Value)

Name _____ Complex _____

Title _____

Date _____

CERTIFICATION OF RESIDENT ELIGIBILITY

Re: _____ Apt. # _____
 Apartment Complex

I/we have read and answered truthfully, fully frankly and personally each of the following questions for all persons who are to occupy the unit being applied for in the above apartment project. Listed below are the names of all persons who intend to reside in the unit:

[illegible]

CERTIFICATION OF RESIDENT ELIGIBILITY (cont.)

INCOME COMPUTATION

- 6) The total anticipated income calculated in accordance with this paragraph 6, of all persons (except children under the age of 18 years) listed above for the 12-month period beginning the date that I/we plan to move into a unit is
\$ _____ .

Included in the total anticipated income listed above are:

- a. All wages and salaries, overtime pay, commissions, fees and other compensation for personal services, before payroll deductions.

Excluded from such anticipated income are:

- a. Casual, sporadic or irregular gifts;
- b. Amounts which are specifically for or in reimbursement of medical expenses;
- c. Lump sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlements for personal or property losses;
- d. Amounts of educational scholarships paid directly to the student or the educational institution and amounts paid by the government to a veteran for use in meeting the costs of tuition, fees, books, and equipment. Any amounts of such scholarships or payments to veterans not used for the above purposes are to be included in income;
- e. Hazardous duty pay to a family member in the Armed Forces who is away from home and exposed to hostile fire;
- f. Relocation payments under Title II of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970;
- g. Foster child care payments;
- h. The value of coupon allotments for the purchase of food pursuant to the Food Stamp Act of 1977.

- 7) This certificate is made with the knowledge that it will be relied upon by the Owner to determine maximum income for eligibility to occupy the unit; and I/we

declare that all information set forth herein is true, correct and complete and based upon information I/we deem reliable and that the statement of total anticipated income contained in paragraph 6 is reasonable and based upon such investigation as the undersigned deemed necessary.

- 8) I/We will assist the Owner in obtaining any information or documents required to verify the statement made herein, including either an income verification from my/our present employer(s) or copies of federal tax returns for the immediately preceding calendar year.
- 9) I/We acknowledge that I/we have been advised that the making of any misrepresentation or misstatement in this declaration will constitute a material breach of my/our agreement with the Owner to lease the unit and will entitle the Owner to prevent or terminate my/our occupancy of the unit by institution of an action for eviction or other appropriate proceedings.

I/We declare under penalty of perjury that the foregoing is true and correct.

Executed this _____ day of _____ in the City of _____
California.

Applicant

Applicant

Applicant

Applicant

Applicant

[All persons listed in number 2 above, except children under the age of 18 must sign this form]

**CALCULATIONS OF TENANT ELIGIBILITY
FOR AFFORDABLE RENTAL FORM**

(FORM COMPLETION BY APARTMENT OWNER OR AGENT)

NAME: _____ UNIT # _____

<u>SOURCE</u>	<u>MONTHLY</u>	<u>ANNUAL</u>
Social Security	\$	\$
Social Security	\$	\$
Civil Service	\$	\$
Pension _____	\$	\$
Interest _____	\$	\$
Wages _____	\$	\$
Tips _____	\$	\$
Wages _____	\$	\$
Tips _____	\$	\$
Child Support	\$	\$
Welfare	\$	\$
Stocks/Bonds	\$	\$
Other _____	\$	\$
Other _____	\$	\$
TOTAL INCOME	\$	\$
	Monthly base rent	\$
	Move-in date	

BY

TITLE _____

DATE _____

AFFORDABLE TENANT
RECORD OF RENTAL INCREASES

(FORM COMPLETION BY APARTMENT OWNER OR AGENT)

NAME _____ APT. NO. _____

MOVE-IN DATE _____ INITIAL BASE RENT \$ _____

ANNUAL INCOME \$ _____

<u>DATE OF INCREASE</u>	<u>CURRENT RENT</u>	<u>RENEWAL FUNDING INFLATION FACTOR</u>	<u>NEW RENT</u>
_____	\$ _____	X 1. _____	= \$ _____
_____	\$ _____	X 1. _____	= \$ _____
_____	\$ _____	X 1. _____	= \$ _____
_____	\$ _____	X 1. _____	= \$ _____
_____	\$ _____	X 1. _____	= \$ _____
_____	\$ _____	X 1. _____	= \$ _____
_____	\$ _____	X 1. _____	= \$ _____
_____	\$ _____	X 1. _____	= \$ _____
_____	\$ _____	X 1. _____	= \$ _____
_____	\$ _____	X 1. _____	= \$ _____
_____	\$ _____	X 1. _____	= \$ _____
_____	\$ _____	X 1. _____	= \$ _____
_____	\$ _____	X 1. _____	= \$ _____
_____	\$ _____	X 1. _____	= \$ _____
_____	\$ _____	X 1. _____	= \$ _____