



AGENDA

March 1, 2023

CITY COUNCIL
HOUSING AUTHORITY
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. **PUBLIC COMMENTS**
6. **CONSENT CALENDAR**

BEGINNING OF CONSENT CALENDAR

Bids / Purchases / Services

6.1. Special Inspection and Materials Testing Services - Contract Purchase Agreement

Memo from Administrative Technician Darci Carpenter and Public Works Director Jason Shykowski recommending the City Council adopt RESOLUTION NO. 23-083 APPROVING A CONTRACT PURCHASE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND BLACKBURN CONSULTING, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (3002715). Staff requests Council approve a contract purchase agreement with Blackburn Consulting for Special Inspection and Materials Testing. This is a multi-year contract with an initial term of 28 months (through June 30, 2025) with two (2) optional renewal years. The compensation amount for the initial 28-month term will be \$450,000. Compensation for the two (2) optional one (1) year renewals will be \$150,000 per year. Work performed under this agreement will use capital rehabilitation funds and/or capital improvement project funds in the approved City budget.

CC #: 2573

File #: 0804

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

6.2. X-Ray Imaging System - Sole Source Purchase Order and Budget Adjustment

Memo from Management Analyst Mark Peinado and Police Chief Troy Bergstrom recommending the City Council adopt ORDINANCE NO. 6620 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 authorize a sole source purchase order to Logos Imaging LLC, for the purchase of an X-ray imaging system in the amount of \$87,375.

Additionally, staff requests Council approve a budget adjustment in the amount of \$35,995. The Roseville Police Department was approved funding for this purchase in the amount of \$51,380 from the Placer County Office of Emergency Services through the Homeland Security Grant Program. The budget adjustment will increase the capital outlay budget in the Supplemental Law Enforcement Fund by \$35,995 to cover the remaining cost of the X-ray system. There will be no fiscal impact on the City's General Fund.

CC #: 2562

File #: 0203-12 & 0201-01

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

Jeff Beigh 916-746-1058 jbeigh@roseville.ca.us

Resolutions

6.3. Placer Valley Tourism - 2023 Strategic Marketing Plan and Budget Approval

Memo from Management Analyst Jeannine Thrash and Assistant City Manager/Chief Financial Officer Dennis Kauffman recommending the City Council adopt RESOLUTION NO. 23-082 APPROVING THE 2023 PLACER VALLEY TOURISM STRATEGIC MARKETING PLAN AND BUDGET. Staff requests Council approve the 2023 Placer Valley Tourism Strategic Marketing Plan and Budget. The South Placer County Tourism Corporation, dba Placer Valley Tourism (PVT), promotes and supports tourism efforts that generate overnight stays within the region. Funding for these PVT activities is derived from room night assessments for all hotels in the cities of Lincoln, Rocklin and Roseville, and has no impact to the City's General Fund. These assessments were voted on and approved by all of the affected hotel owners in 2014. There is no fiscal impact associated with this recommendation.

CC #: 2572

File #: 0110-01

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

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

6.4. Homeless Outreach Worker - Contract Amendment

Memo from Housing Analyst Suzanne Acrell and Economic Development Director Melissa Anguiano recommending the City Council adopt RESOLUTION NO. 23-080 APPROVING A CONTRACT AMENDMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND THE COUNTY OF PLACER, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests Council approve the Homeless Outreach Worker Contract Amendment between Placer County Adult System of Care and the City. The recommended amendment will extend the contract through December 31, 2023 and supports the City's goal to maintain a safe and healthy community. There is no additional funding request, and no General Fund resources will be used for the amendment. The City's portion of this contract was originally funded with Low and Moderate Income Housing Asset Funds. No General Fund resources were used for the Homeless Outreach Worker Contract and no additional funding is being requested at this time.

CC #: 2569

File #: 0709

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

6.5. Fiscal Year 2022-23 Transportation Development Act Claim

Memo from Transportation Grants Analyst Cameron Schreiter and Public Works Director Jason Shykowski recommending the City Council adopt RESOLUTION NO. 23-078 APPROVING AND AUTHORIZING EXECUTION OF THE 2022/23 TRANSPORTATION DEVELOPMENT ACT CLAIMS TO THE PLACER COUNTY TRANSPORTATION PLANNING AGENCY. Staff requests Council approve the FY2022-23 Transportation Development Act claim in the amount of \$13,466,680, and approve payment of Fiscal Year 2022/23 Local Transportation Fund funds to the Placer County Transportation Planning Agency (PCTPA) in the amount of \$56,250 for the PCTPA Funding Strategy Outreach program. There is no fiscal impact to the General Fund.

CC #: 2567

File #: 0721

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

6.6. Volkswagen Environmental Mitigation Trust Fund - Grant Application

Memo from Alternative Transportation Manager Ed Scofield and Public Works Director Jason Shykowski recommending the City Council adopt RESOLUTION NO. 23-075 APPROVING A GRANT APPLICATION TO THE SAN JOAQUIN VALLEY AIR POLLUTION CONTROL DISTRICT, AND AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE ALL RELATED FORMS AND AGREEMENTS ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests Council authorize staff to submit a grant application to the Volkswagen Environmental Mitigation Trust Fund to provide additional funding for Roseville Transit's new Proterra electric buses. The total estimated cost for each new electric Proterra bus is \$1.2 million. The funding for all seventeen (17) buses is secured. The majority of the funding is coming from federal Low or No Emission Vehicle Program grant funds and state Solutions for Congested Corridors Program funds. Currently, Local Transportation Funds (LTF) will be used as the required local matching dollars. If successful in securing the Volkswagen Environmental Mitigation Trust Funds, the trust funds will replace the LTF local match in the amount of \$180,000 per bus saving the City's LTF for other projects.

CC #: 2563

File #: 0721 & 0214

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

6.7. Sierra Vista Parcels DF-1 & DF-2 - Notice of Completion

Memo from Construction Inspector Cody Allen and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 23-074 ACCEPTING THE PUBLIC WORK KNOWN AS Sierra Vista Parcels DF-1 & DF-2 PROJECT, APPROVING THE "NOTICE OF COMPLETION",

AND AUTHORIZING AND DIRECTING THE CITY ENGINEER TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE, THEREFORE, AND ACCEPTING ALL DEDICATIONS OFFERED ON THE RECORDED MAP OF THE SUBDIVISION. The Engineering Division has made final inspection of the project and has found the civil improvement work complete in accordance with the improvement plans and City specifications. This action has no impact to the City's General Fund. Construction costs were paid by the developer.

CC #: 2561

File #: 0400-04-12-1

CONTACT: Cody Allen 916-517-7598 cjallen@roseville.ca.us

6.8. Fiddymment Ranch - Phase 3 Village F-6A2 - Notice of Completion

Memo from Construction Inspector Troy Galvin and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 23-073 ACCEPTING THE PUBLIC WORK KNOWN AS FIDDYMENT RANCH - PHASE 3 VILLAGE F-6A2 PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING AND DIRECTING THE CITY ENGINEER TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE, THEREFORE, AND ACCEPTING ALL DEDICATIONS OFFERED ON THE RECORDED MAP OF THE SUBDIVISION. The Engineering Division has made final inspection of the project and has found the civil improvement work complete in accordance with the improvement plans and City specifications. This action has no impact to the City's General Fund. Construction costs were paid by the developer.

CC #: 2556

File #: 0400-04-09-1

CONTACT: Troy Galvin 916-223-7441 jtgalvin@roseville.ca.us

6.9. Fiddymment Ranch - Phase 3 Village F-6A1 - Notice of Completion

Memo from Construction Inspector Troy Galvin and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 23-072 ACCEPTING THE PUBLIC WORK KNOWN AS FIDDYMENT RANCH - PHASE 3 VILLAGE F-6A1 PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING AND DIRECTING THE CITY ENGINEER TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE, THEREFORE, AND ACCEPTING ALL DEDICATIONS OFFERED ON THE RECORDED MAP OF THE SUBDIVISION. The Engineering Division has made final inspection of the project and has found the civil improvement work complete in accordance with the improvement plans and City specifications. This action has no impact to the City's General Fund. Construction costs were paid by the developer.

CC #: 2555

File #: 0400-04-09-1

CONTACT: Troy Galvin 916-223-7441 jtgalvin@roseville.ca.us

6.10. Electric Generation Maintenance and Rehabilitation Support Services - 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. 23-081 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 Electric Utility Director and the City Attorney to execute a Confirmation under the Support Services Program Agreement with the Northern California Power Agency for Performance Mechanical Inc. to perform maintenance support and rehabilitation services at Roseville Electric owned or operated generation facilities. The total cost of services will not exceed \$751,675. Funding is included in the Electric Fund budget for FY2022-23.

CC #: 2570

File #: 0800-03

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

6.11. Child Development Services Fiscal Year 2023-24 Agreement

Memo from Parks, Recreations, & Libraries Manager Jeff Nereson and Parks, Recreation & Libraries Director Jill Geller recommending the City Council adopt RESOLUTION NO. 23-077 APPROVING AN AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND THE CALIFORNIA DEPARTMENT OF SOCIAL SERVICES, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests Council approve a contract with the California Department of Social Services for the purpose of providing child care services for FY2023-24. The City can receive a maximum reimbursable amount of \$478,904 in FY2023-24 to offset direct program expenses. There is no General Fund impact as the program is funded in the Youth Development Fund.

CC #: 2566

File #: 0704

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

Ordinances (for introduction and first reading)

6.12. Military Equipment Policy

Memo from Police Captain Doug Blake and Police Chief Troy Bergstrom recommending the City Council adopt findings pursuant to California Government Code Sections 7071 and 7072, and introduce for first reading an ORDINANCE RENEWING CITY OF ROSEVILLE ORDINANCE 6463 AND READOPTING AND CONTINUING ROSEVILLE POLICE DEPARTMENT POLICY NO. 706, TITLED "MILITARY EQUIPMENT" as defined by Government Code Section 7070. Assembly Bill 481 required the City Council to adopt an ordinance and policy allowing the Police Department to use and acquire "military equipment". To continue to use "military equipment" each year, the City Council is required to review and renew the ordinance and military equipment policy. There is no fiscal impact associated with this action.

CC #: 2565

File #: 0323-01

CONTACT: Doug Blake 916-746 1043 dblake@roseville.ca.us
Troy Bergstrom 916-774-5058 tbergstrom@roseville.ca.us

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

6.13. Self-Contained Breathing Apparatus - Budget Adjustment

Memo from Assistant Fire Chief Jason Rizzi and Fire Chief Rick Bartee recommending the City Council adopt ORDINANCE NO. 6619 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 \$183,785 to reallocate funds for the purchase of self-contained breathing apparatus (SCBA) equipment. The equipment purchase will be funded through existing funds budgeted for equipment in the Fire Academy no longer needed for \$109,685, a vendor credit of \$56,000 for returned SCBA equipment purchased in a prior year, and \$18,100 from the sale of obsolete SCBA equipment. No additional General Fund resources are requested.

CC #: 2560

File #: 0203-12 & 0201-01

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

6.14. The Villages at Sierra Vista FD-24 Class I Bike Trail Project - Reimbursement Agreement and Budget Adjustment

Memo from Assistant Transportation Planner Suzanne Engelke and Public Works Director Jason Shykowski recommending the City Council adopt RESOLUTION NO. 23-076 APPROVING A REIMBURSEMENT AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND JOHN MOURIER CONSTRUCTION, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 6621 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 a portion of The Villages at Sierra Vista FD-24 Class I Bike Trail project between the City and John Mourier Construction Inc., in the amount of \$109,484, and approve a budget adjustment in the amount of \$140,461 for the construction of The Villages at Sierra Vista FD-24 Class I Bike Trail project. Another entity FD-24 LLC is grading a small portion on the trail for \$30,977 which will be authorized under a separate reimbursement agreement. The budget adjustment with this item authorizes funding for both of the agreements. There is no fiscal impact to the General Fund.

CC #: 2564

File #: 0400-04-12-1 & 0201-01

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

Ordinances (for second reading and adoption)

6.15. Second Reading - North Central Roseville Specific Plan Parcel 42A (572 Gibson Drive) – Shea Properties Apartments Rezone Project

ORDINANCE NO. 6623 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. 6624 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, for second reading and adoption.

CC #: 2575

File #: 0400-04-04-2

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

Reports / Requests

6.16. Legislative and Regulatory Platform for State and Federal Advocacy - 2023

Memo from Government Relations Administrator Mark Wolinski and Deputy City Manager Megan Scheid recommending the City Council adopt the Legislative Platform which includes a set of priorities, legislative principles and platforms to guide the City's State and Federal legislative and judicial advocacy programs through 2023. The State and Federal priorities and legislative platform defined within the document are the result of the City Council's articulation of its goals and priorities during legislative updates and the City Council's Legislative Platform Workshop held January 11, 2023. The Legislative Platform conveys the Council's positions on issues that are currently, or are anticipated to be, the focus of future legislation by the State and Federal governments.

CC #: 2571

File #: 0114

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

6.17. HOUSING AUTHORITY/CITY COUNCIL – Quarterly Status Update 4th Quarter 2022

Memo from Housing Supervisor Suzi Cook-Turner and Economic Development Director Melissa Anguiano recommending the City Council receive a quarterly report on the Housing Authority's Housing Choice Voucher Program. This report is for informational purposes only and has no impact on the City's General Fund.

CC #: 2559

File #: 0709-02-1

CONTACT: Suzi Cook-Turner 916-774-5414 smcook-turner@roseville.ca.us
Trisha Isom 916-746-1239 tisom@roseville.ca.us

Ceremonial Documents

6.18. Proclamation - Procurement Month March 2023

Proclaim March 2023 as Procurement Month and March 8, 2023 as Procurement Professionals' Day and urge all citizens to join the City of Roseville in recognizing the contribution and importance of our Purchasing Division employees and their impact within business, industry and government.

CC #: 2557

File #: 0102-10

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

6.19. Resolution - Terri Shirhall

Commend Terri Shirhall for her 23 years of outstanding service and dedication to the City of Roseville, congratulate her for her many accomplishments, and wish her a long, healthy and enjoyable retirement.

CC #: 2558

File #: 0102-10

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

6.20. Resolution - Janet Vargas

Commend Janet Vargas for her 26 years of outstanding service and dedication to the City of Roseville congratulate her for her accomplishments and wish her a long healthy and enjoyable retirement.

CC #: 2574

File #: 0102-10

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

END OF CONSENT CALENDAR

7. ORDINANCES

7.1. Gibson Park 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. 23-079 APPROVING AN AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND ABIDE BUILDERS, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; adopt ORDINANCE NO. 6622 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. Staff requests Council award the base bid plus alternates 1, 2, and 3 to Abide Builders, Inc. for a total contract award amount of \$4,021,608. This will result in a total project budget of \$4,912,257, which includes the cost of design and engineering, construction, permits, inspections, construction administration, and

contingency. Staff also requests approval of a budget adjustment of \$334,000 from the North Central Neighborhood Park Fund, and \$1,701,500 from the Citywide Park Fund, to the Courts at Gibson Park Project. The Courts at Gibson Park Project is located on the 13.75-acre site off of Roseville Parkway and Gibson Drive near the Galleria. The approved master plan for this multi-generational sports court complex was approved in November 2020. This first phase of the park focuses on the lighted pickle ball courts and support features. Staff requests authorization to approve change order requests in an amount not to exceed ten percent (10%) of the contracted amount. Funding for the first phase of the project was approved in the FY2020-21 Capital Improvement Project budget using the Citywide Park and North Central Neighborhood Park Funds. A budget adjustment is requested to fund the construction of nine pickleball courts, associated shade structures and site amenities. Maintenance costs will be approximately \$16,000/year/acre. The funding source for maintenance will be the General Fund.

CC #: 2568

File #: 0704-01 & 0201-01

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

8. COUNCIL REPORTS / PUBLIC COMMENTS

9. ADJOURNMENT



COUNCIL COMMUNICATION

CC #: 2573

File #: 0804

Title: Special Inspection and Materials Testing Services - Contract Purchase Agreement

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

Meeting Date: 3/1/2023

Item #: 6.1.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution authorizing the City Manager to execute a contract purchase agreement (3002715) with Blackburn Consulting to provide on-call special inspection and materials testing services through June 30, 2025. Staff also requests authorization to utilize the two (2) optional one (1) year renewals 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

The Public Works Department released Request for Proposals (RFP) No. 01-063 for Special Inspection and Materials Testing in October of 2022 to solicit proposals to provide the City with on-call special inspection and materials testing services. Twelve (12) proposals were received. After review, staff recommends awarding a service agreement to Blackburn Consulting for as-needed services with the intent to enter into a multi-year agreement with an initial term of 28 months (through June 30, 2025) and two (2) optional one (1) year renewals.

FISCAL IMPACT

Work performed under this agreement will use capital rehabilitation funds and/or capital improvement project funds in the approved City budget. The contract purchase agreement will be a multi-year agreement with an initial term of 28 months (through June 30, 2025) and two (2) optional one-year renewals pending Council approval of the budget each year. The compensation amount for the initial 28-month term will be \$450,000. Compensation for the two (2) optional one (1) year renewals will be \$150,000 per year.

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

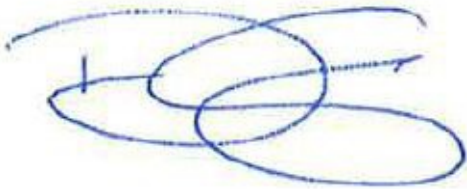
Goal A - Remain fiscally responsible in a changing world

Goal E - Deliver exceptional city services

Respectfully Submitted,

Darci Carpenter, Administrative Technician

Jason Shykowski, Public Works Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 23-083

3002715 CPA Blackburn Consulting

RESOLUTION NO. 23-083

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

WHEREAS, a contract purchase agreement (3002715) for on-call special inspection and materials testing services, by and between the City of Roseville and Blackburn Consulting, has been reviewed by the City Council; and

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



Contract Purchase Agreement 3002715

Supplier Details:

Company Blackburn Consulting
Contact Robert Lokteff
Address 2491 Boatman Ave

West Sacramento, CA 95691

Submit your response to:

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

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

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

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

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

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

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

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

Insurance requirements:

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



Contract Purchase Agreement 3002715

Agreement	3002715
Agreement Date	25-JAN-2023
Change Order	2
Change Order Date	07-FEB-2023
Revision	1
Agreement Amount	450,000.00 USD

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

Phone: (916) 774-5488

Fax: (916) 784-3796

Email: accountspayable@roseville.ca.us

Supplier **Blackburn Consulting**
 2491 Boatman Ave

West Sacramento, CA 95691

Phone: (916) 375-8706

Fax: ()

Email: bobl@blackburnconsulting.com

Description of Labor, equipment and/or materials The vendor shall provide the services called for under the City of Roseville Request for Proposal (RFP) 01-063 for on-call special inspection and materials testing services and contractor's proposal thereto titled "Proposal to the City of Roseville Facility Services Division of the Public Works Department" dated 11/9/22 (hereinafter "Proposal"). The terms and scope of work of City of Roseville RFP 01-063 and contractor's proposal are herein made part of this agreement and fully incorporated by reference. All work must be quoted and approved by an authorized member of the Facility Services Division before work can begin.

START DATE: Executed Agreement

END DATE: 6/30/25

Contact Rjahja Canlas in the Facility Services Division at (916) 774-5342 or rcanlas@roseville.ca.us for questions regarding this agreement.

Note: The total agreement amount is an approximation only. The City does not guarantee whatsoever the actual value of this contract.

Customer #	Supplier #	Payment Terms	Freight Terms	FOB	Shipping Method
	10934	Net 30	Freight on Board at the destination	Destination	Best Method
Start Date	End Date	Confirm To			
		Joanna Oukrop Phone 1-916-746-1102			

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

Contract Purchase Agreement 3002715

Contract Terms and Conditions

Negotiated Ts and Cs for Blackburn Consulting (rev. 1/25/23)

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

Contract Purchase Agreement 3002715

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

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

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

Contract Purchase Agreement 3002715

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

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

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

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

00848551

Roseville Business License No. _____

N/A

Contractor License No. _____

1000012307

DIR Registration No. _____

Check mark the applicable company type below:

☒ Corporation

☐ Limited Liability Company

☐ Partnership

☐ Sole Proprietor

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

Construction T&C

Negotiated Ts & Cs for Blackburn Consulting, REV 1/25/23 MC

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

General - Required Coverage/Documentation

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

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

Construction: X

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

Design Professional: _____

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

Professional Consultant: X

Professional Liability:
\$1 Million/occurrence

IT Services: _____

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

Hazardous Materials: _____

Pollution Liability:
\$1 Million/occurrence

Special Events/Caterers-Vendors: _____

No auto required
No workers' comp required

Professional Counseling/ Psychological: _____

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

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Pyrotechnics: _____

General Liability:

\$5 Million/occurrence

\$10 Million aggregate

Auto - \$2 Million/occurrence

Chemical/Environmental: _____

General Liability:

\$3 Million/occurrence

\$6 Million aggregate

Pollution – \$2 Million/Occurrence

Auto - \$2 Million/Occurrence

Insurance Submission Process

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

How It Works

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

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

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

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Asbestos-Containing Materials in City-Owned Buildings

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

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

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

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

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

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

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

Sign to acknowledge receipt of asbestos notification:

SIGNATURE	DocuSigned by:  FC24C5A8EFC74AC...
COMPANY NAME	Blackburn Consulting
DATE	2/7/2023

Asbestos
Rev 01/16/19

Contract Purchase Agreement 3002715

Supplier DocuSigned by:
Signature: Wendy Supinger
FC24C5A8EFC74AC...
wendy Supinger
Print Name: _____
Title: Vice President
Date: 2/7/2023

Supplier DocuSigned by:
Signature: Wendy Supinger
79A67A107EA4423...
wendy Supinger
Print Name: _____
Title: CFO
Date: 2/7/2023

City of Roseville, A Municipal Corporation

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



April, 2022

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

Dear Vendor:

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

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

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

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

Sincerely,

DocuSigned by:

Shannon Wiest

4/25/2022

A3035660A19747F

Shannon Wiest

City of Roseville

Purchasing and Warehouse Manager



Maidu Park Bike Trail Reconstruction

Proposal to the City of Roseville
Facility Services Division of the Public Works Department

Special Inspections and Materials Testing Services

RFP #01-063

November 2022



Audrey Huisking Park



Nicole Gee Drive



2491 Boatman Avenue
West Sacramento, CA 95691

West Sacramento Office:
2491 Boatman Avenue
West Sacramento, CA 95691
(916) 375-8706



Auburn (530) 887-1494
Fresno (559) 438-8411

November 9, 2022

City of Roseville
Attn: City Clerk Department
311 Vernon Street
Roseville, CA 95678

Subject: 5.1 COVER LETTER
Proposal for Special Inspections and Materials Testing Services, RFP 01-063
Roseville Public Works Department – Facility Services Division

Dear Selection Team,

The City of Roseville (City) seeks a qualified firm that specializes in special inspection and materials testing services to assist the City in the successful completion of a variety of projects including new capital improvement projects to the rehabilitation of City maintained facilities. These projects will enhance the overall quality of life of the community by improving physical structures and facilities that provide services. Blackburn Consulting (Blackburn) is excited for the opportunity to be a part of those projects.

For over 14 years, Blackburn has provided geotechnical, geo-environmental, materials testing, and inspection services to multiple City departments. We are excited to continue these services for the Facility Services Division of the Public Works Department. Our strengths for this contact include the following:

- Blackburn's Current Roseville On-Call Contract: We currently perform special inspection and materials testing for the City and know your processes and expectations. Blackburn has demonstrated responsiveness, flexibility in scheduling, and quality services on our past contracts with the City.
- Blackburn's Relationship with Roseville Staff: We have developed solid relationships with many City staff members through our many years of working together.
- Blackburn's Home Office Locations: Our West Sacramento and Auburn offices are about 25 minutes from the City's office, which promotes fast response.
- Blackburn's Invoicing Procedures: We have developed invoicing procedures in conjunction with the City that are prompt, accurate, and easy to understand.

Firm Headquarters Address: 11521 Blocker Drive, Suite 110, Auburn, CA 95603

Contact Person

Bryce Moore, Director of Construction Services

O: (916) 375-8706, M: (916) 833-9688, F: (916) 375-8709, brycem@blackburnconsulting.com

Blackburn will perform the services and adhere to the requirements described in this RFP.

5.2 SIGNATURE REQUIREMENTS: We provide a copy of the Proposer's Certification (Attachment B) in Section G. The Certification is signed by Robert Lokteff, PE, GE. Robert is authorized to sign for Blackburn Consulting.

Please call if you have any questions. We look forward to a continued successful partnership with the City.

Sincerely,

BLACKBURN CONSULTING

Robert Lokteff, PE, GE
Principal, Vice President

Bryce Moore
Director of Construction Services



5.3 TAB A: FIRM'S QUALIFICATIONS

5.3 TAB A: FIRM'S QUALIFICATIONS

Firm Profile

Blackburn Consulting formed in 1998 with a commitment to excellence. Blackburn provides geotechnical, geological, geo-environmental, materials testing, construction inspection, and laboratory testing services for public works projects. We have a strong reputation for quality because we take the time to do things right. We are careful and thoughtful, which results in economical, technically accurate recommendations and designs, and lower long-term lifecycle costs.

On-Call Contract Qualifications

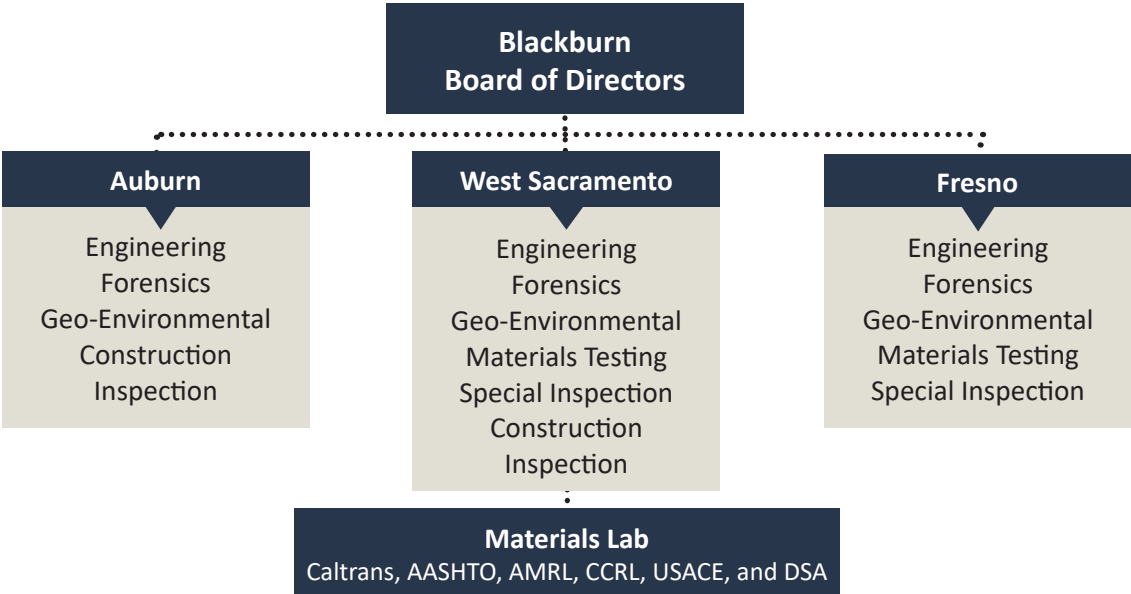
Blackburn has a proven track record providing on-call materials testing and geotechnical services for public agencies. We currently provide on-call materials testing for the following agencies:

- Caltrans Districts 2, 3, 6, 9
- Placer County Water Agency
- City of West Sacramento
- City of Roseville
- City of Davis
- Nevada County

We are familiar with the demands and fluctuations of an on-call contract. We know the importance of quick response time, clear communication, consistent work quality, and flexibility when it comes to meeting agency staffing needs. Our company is small, nimble, experienced, and professional. These qualities make us uniquely qualified to serve on-call contracts well. We include client references in the following sections who can speak to our commitment to quality service and ability to manage projects efficiently.

Firm Size and Organizational Structure

Blackburn has a relatively flat organizational structure. Our Board of Directors provides vision and oversight for our three offices, all located within northern and central California. Blackburn has maintained a staff of 45-53 employees over the last five years.



Firm Information



West Sacramento
2491 Boatman Avenue
West Sacramento, CA 95691
Phone: (916) 375-8706
Fax: (916) 375-8709

Auburn
11521 Blocker Dr, Ste 110
Auburn, CA 95603
Phone: (530) 887-1494
Fax: (530) 887-1495

Fresno
4186 W. Swift Ave, Ste 107
Fresno, CA 93722
Phone: (559) 438-8411

ORGANIZATION DETAILS
S-Corporation
Certified Small Business #18473
DUN#145481953
Federal Tax ID #68-0419662
DIR #1000012307

5.3 TAB A: FIRM'S QUALIFICATIONS CONT'D

Services

For this contract, Blackburn will be the prime consultant and provide special inspection and materials testing services.

Materials Testing / Special Inspection Qualifications

Blackburn provides Quality Assurance materials testing and special inspection during construction on a wide variety of projects including roadways, bridges, parks, pipelines, water/ wastewater plants, levees, dams, and schools. Blackburn's material testers have:

- Specialized training and education for various construction procedures and techniques
- Extensive experience in public works construction
- Training in standard practices for testing and quality assurance
- Experience with City of Roseville Design & Construction Standards, the State of California Department of Transportation Standard Specifications, and California Building Codes (CBC)

Our materials testers and special inspectors maintain certifications including ICC, ACI, Caltrans, DSA, ACIA, CASI, and OSHA. Our staff have extensive knowledge of construction project requirements built from years of construction materials testing and inspection experience.

We are committed to vigilant management of construction activities so we can identify and resolve issues before they cause delays and/or extra costs. We are careful, strategic, and committed to quality. We know it's crucial to maintain upfront, clear, and consistent communication with the City, Contractor, project stakeholders, and subconsultants, which results in higher quality and lower costs.

Laboratory Testing Qualifications

Our laboratory performs tests on soil, rock, soil amendment mixtures, HMA, concrete, and aggregates. In-house laboratory services allow us to maintain close control of testing and turn-around times. All laboratory data and reports are reviewed by a registered engineer for quality and accuracy. Our laboratory maintains accreditation from:

- The California Department of Transportation (Caltrans)
- The Cement and Concrete Reference Laboratory (CCRL)
- The AASHTO Materials Reference Laboratory (AMRL)
- The US Army Corp of Engineers (USACE)
- The California Division of the State Architect (DSA)

Our in-house QA program requires independent assurance testing and includes procedures for technician certification, test control data, diagnostic and corrective action, performance procedures, equipment inventory, and equipment calibration information. Blackburn's lab will maintain our lab accreditations for the life of this contract.

Subconsultant



MID PACIFIC ENGINEERING (MPE) - MPE will assist Blackburn with structural steel welding inspections when required. MPE is a professional consulting firm dedicated to providing high quality services to private and public clients throughout Northern California. MPE has successfully supported Blackburn on multiple important projects. DIR #1000001317



5.4 TAB B: EXPERIENCE AND REFERENCES

5.4 TAB B: EXPERIENCE AND REFERENCES

City of Lincoln On-Call Engineering Services



Blackburn has provided materials testing and inspection services through multiple contracts for the City of Lincoln. Projects from our latest contract include:

- Catte Verdera Tank # 3: Concrete sampling, welding inspection, mass grading, masonry, access road paving, and welding inspection.
- East Side Water and Sewer Replacement: Compaction testing of subgrade and aggregate base, FDR-C, underground sewer and water, and hot mix asphalt.
- McBean Pool Site: Compaction testing of subgrade and aggregate base for the swimming pool bleacher pad. Concrete sampling of sidewalk and bleacher slabs.

Blackburn also provided geotechnical recommendations as needed to support construction of each project.

City of Davis On-Call Professional Services



Blackburn provided special inspection, construction inspection, and materials testing services through multiple contracts. Projects included:

- The Cannery: 100-plus acre site, which includes mixed-density housing, commercial space, open space, on-site drainage facilities, and a storm drain pump station. Blackburn performed special inspection and materials testing during construction for site infrastructure including utilities, streets, storm drain basin, pump station, surface improvements, frontage improvements, and park development.
- Veterans Memorial Center Renovation: Observed concrete placement, wedge anchor installation, and rebar inspection
- Davis Community Pool Upgrades: Compaction and footing observation.
- Third Street Facilities: Inspection and materials testing of bicycle and pedestrian safety/access improvements, upgrades infrastructure to support current and planned mixed use infill and improves storm water drainage to reduce localized flooding while employing best storm water quality management practices.

Project Information

Client

City of Lincoln
600 Sixth Street
Lincoln, CA 95648

Contact

Araceli Cazarez
Associate Civil Engineer
(916) 434-2486

Project Dates

03/2019 to Ongoing

Contract / Actual

\$340K / \$275K to date

Key Staff

Principal
Robert Lokteff
Project Manager
Bryce Moore
Testers/Inspectors
Emilio Chavez
Michael Chittenden
Ernest Garcia
Jacob Gregory
Dustan Kliethermes
Bismarck Maddy
Eric Quintana
Jesus Tostado
Sergio Tostado

Subconsultant
Mid Pacific Engineering

Project Information

Client

City of Davis
1717 5th Street
Davis, CA 95616

Contact

Michael Mitchell
Principal Civil Engineer
(530) 757-5686

Project Dates

Current Contract
09/2020 - Ongoing

Contract / Actual

\$194,632 / ~\$78 to date

Key Staff

Principal
Robert Lokteff
Project Managers
Bryce Moore
Testers/Inspectors
Emilio Chavez
Michael Chittenden
Ernest Garcia
Jacob Gregory
Dustan Kliethermes
Bismarck Maddy
Eric Quintana
Jesus Tostado
Sergio Tostado

5.4 TAB B: EXPERIENCE AND REFERENCES CONT'D

Placer County Water Agency (PCWA) On-Call Geotech Consulting, Inspection, and Materials Testing



In 2004, Blackburn partnered with PCWA to assist them with geotechnical consulting, materials testing, and inspection services throughout Placer County from Roseville to Truckee. The projects from our 2018-2020 on-call geotechnical and materials testing contract included water main installations, construction of new pump and tank facilities, structures, and facilitation of the meter replacement program.

Materials Testing and Special Inspection Services

- Nevada Street Ped Bike Facilities
- 12 Bridges Metering Station
- Nevada Street Waterline Improvements
- Interbay Dam Shotcrete

Placer Union High School District (PUHSD) Projects

For over 17 years, Blackburn has provided geotechnical, geo-environmental, materials testing, and inspection services for the Placer Union High School District (PUHSD). Our recent contracts with PUHSD include:

PUHSD On-Call

- Del Oro HS Plant Crafted Buildings and Site Work: Compaction testing of building pads and subgrade/aggregate base for flatwork, concrete paving, parking lots, asphalt concrete, and trench backfill. Special inspection of foundation elements.
- Earl Crabbe Gym: Compaction testing of sidewalk subgrade, aggregate base, and trench backfill. Inspection of footing excavations. Lab testing of native soils and aggregate base.

Project Dates: 02/2021 - Ongoing, **Contract/Billed:** \$199K / \$135K

Placer High School Learning Commons

Compaction testing of pier foundation demolition backfill, building pad over excavation and backfill, slab on grade aggregate base, retaining wall backfill, sitework subgrade and aggregate base for sidewalks, concrete paving, parking lots, Hot Mix asphalt and storm drain, sewer, water, fire water, and dry utilities. Special inspection of structural steel material identification and reinforcing steel.

Project Dates: 02/2021 - 09/2022, **Contract/Billed:** \$129K / \$129K

Project Information

Client

Placer County Water Agency

Contact

Aaron Sullivan
Engineering Services Manager
(530) 823-4886

Project Dates

05/2018- 12/2020

Contract / Actual

\$151,539 / \$132,851

Key Staff

Project Manager
Bryce Moore

Materials Testers- Inspectors

Michael Chittenden
Ernest Garcia
Dustan Kliethermes
Bismarck Maddy
Jesus Tostado
Sergio Tostado

Subconsultant
Mid Pacific Engineering

Project Information

Client

Placer Union High School
District
13101 Bill Francis Drive
Auburn, CA 95603

Contact

Jeff Patton
Director of Maintenance,
Operations and Facilities
(530) 886-4400

Key Staff

Principal
Robert Lokteff

Project Manager
Bryce Moore

Testers/Inspectors
Michael Chittenden
Ernest Garcia
Dustan Kliethermes
Bismarck Maddy
Eric Quintana
Jesus Tostado
Sergio Tostado



5.4 TAB B: EXPERIENCE AND REFERENCES CONT'D

Caltrans On-Call Roadway Construction Services

Blackburn Consulting has a long history providing materials testing and inspection services throughout California. Blackburn personnel perform quality assurance construction inspection of roadway construction, batch plants, paving, striping, retaining walls, and utilities, and materials testing of concrete, soil, aggregate base, structure backfill, and Hot Mix Asphalt and RHMA.

Caltrans District 3, Sacramento, El Dorado, Placer, Yolo, Sutter, Colusa, Glenn, Butte, Yuba, Nevada, and Sierra County

For the last 12 years, Blackburn has provided on-call construction services to Caltrans District 3 under contracts 03A3209, 03A2437, 03A1075, and 03A1811. These Contracts required professional and technical construction engineering and materials testing services on an as-needed basis in support of construction of state highways, interchanges, and bridges. Projects include:

- I-5 Improvements
- Hwy 65 Lincoln Bypass
- Hwy 80 Newcastle Road Bridge Raise



Project Information

Client

Caltrans District 3
703 B Street
Marysville, CA 95901

Contact

Gina Reiland
Contract Manager
(530) 741-4177

Project Dates

04/2020 to Ongoing

Contract / Actual

\$9M / ~\$6.1 M to date

Key Staff

Project Manager

Bryce Moore

Materials Testers

Emilio Chavez
Michael Chittenden
Ernest Garcia
Dustan Kliethermes
Jesus Tostado
Sergio Tostado

Twelve Bridges High School Site Development



The Twelve Bridges High School project improvements included:

- Administration, science, student center and classroom buildings
- Stadium including bleachers and sports light towers
- Sports fields (soccer, softball, and baseball)
- Hot mix asphalt and concrete pavement improvements
- Exterior concrete flatwork
- Underground utilities
- Shallow detention basin

Materials Testing and Inspection Services: Blackburn performed site grading observation, concrete sampling, slump tests and compressive strength tests, concrete batch plant sampling, compaction testing of aggregate base prior to paving, utility trench backfill observation and testing, special inspection of structural steel, masonry, post-installed and wedge anchors, fire proofing, and high-strength bolts

Project Information

Client

Western Placer Unified School
District
600 Sixth Street, Suite 400
Lincoln, CA 95648

Contact

Michael Adell
Director of Facilities
(916) 645-5100

Project Dates

06/2004 - 07/2021

Contract / Actual

\$877,427 / \$877,427

Key Staff

Principal

Robert Lokteff

Project Manager

Bryce Moore

Materials Testers

Emilio Chavez
Michael Chittenden
Ernest Garcia
Jacob Gregory
Dustan Kliethermes
Bismarck Maddy
Eric Quintana
Jesus Tostado
Sergio Tostado

Subconsultant

Mid Pacific Engineering

5.4 TAB B: EXPERIENCE AND REFERENCES CONT'D

We are proud of our services we have provided to the City and encourage the City to speak with City staff who can attest to our quick response and reliability.

City of Roseville Public Works Department

Blackburn began providing materials testing for the Public Works Department in 2016. Recent contracts include:

2018 On-Call Materials Testing Services

- Maidu Park Bike Trail Reconstruction Phase 1 and 2
- Sierra Gardens Transfer Point
- Fire Station No. 8



These projects included full depth reclamation of existing pavement, subgrade preparation, and aggregate base, hot mix asphalt and concrete testing. Blackburn sampled and tested concrete and hot mix asphalt for conformance with project specifications and Caltrans standards.

Blackburn also provided Geotechnical recommendations for unstable subgrade in existing roadway areas, foundation stability for City owned structures, and pavement design review and analysis.

City of Roseville Development Services Department

Blackburn provided testing for underground installation of sanitary sewer, storm drain, domestic water, reclaimed water, drainage facilities and joint utilities, and new roadways.

Blackburn provided compaction testing of HMA and AB, lime, cement and FDR treatment observation for roadway, proof roll observation of subgrade, and special inspection of drainage structures and sound walls. Projects include:

2022 On-Call Materials Testing Services

- Sierra Vista 6B
- Baseline and Watt Ave. Improvements

2019 On-Call Materials Testing Services

- Market Street Segment 5
- Hayden Parkway Bridge
- Foothills Blvd. Emergency Repair

Shadowbrook Lift Station (2015-2018)

West Side Tank and Pump Station (2017)



City of Roseville Parks, Recreation, and Library Department

Blackburn provided inspection, observation and testing of subgrade, concrete and reinforcing steel.

2022 On-Call Special Inspections and Materials Testing Services

- Audrey Huisking Park
- NC57 Dog Park
- Mahaney Sports Park



Project Information

Contact

Cathy Gosalvez
Public Works
Assistant Engineer
(916) 746-1300

Key Staff

Principal
Robert Lokteff
Project Manager
Bryce Moore
Testers/Inspectors
Michael Chittenden
Ernest Garcia
Jacob Gregory
Dustan Kliethermes
Bismarck Maddy
Jesus Tostado
Sergio Tostado

Subconsultant
Mid Pacific Engineering

Project Information

Contact

Orville Chatterton
Development Services
Construction Inspection
Supervisor
(916) 774-5576

Key Staff

Principal
Robert Lokteff
Project Manager
Bryce Moore
Testers/Inspectors
Emilio Chavez
Michael Chittenden
Ernest Garcia
Jacob Gregory
Dustan Kliethermes
Bismarck Maddy
Eric Quintana
Jesus Tostado
Sergio Tostado

Project Information

Contact

Ken Peterson
Parks, Recreation & Library
Park Development Project
Manager
(916) 746-1233

Key Staff

Principal
Robert Lokteff
Project Manager
Bryce Moore
Testers/Inspectors
Ernest Garcia



5.5 TAB C: QUALIFICATIONS OF TEAM

5.5 TAB C: QUALIFICATIONS OF TEAM

Staffing Plan

Robert Lokteff, PE, GE will serve as Principal-in-Charge for this contract and will provide oversight. Bryce Moore will serve as the Project Manager and work directly with City representatives to develop scopes and fees for special inspection and materials testing projects and schedule testers/inspectors.

Organization Chart



5.5 TAB C: QUALIFICATIONS OF TEAM CONT'D

Robert Lokteff, PE, GE, Principal-in-Charge

Home Office: West Sacramento, Hometown: Sacramento

Mr. Lokteff is a Principal Geotechnical Engineer with Blackburn Consulting. He has over 33 years of geotechnical engineering experience in California. Projects have included roadway widening and rehabilitation, Caltrans highways and bridges, pipelines, master-planned communities, schools, heavily loaded buildings, soil stabilization, geologic hazards, and landslide analysis/mitigation. Mr. Lokteff specializes in pavement design, deep and shallow foundation design, levee engineering, forensic engineering, and value engineering including the determination of cost-effective pavement rehabilitation alternatives. Relevant Experience:

- City of Roseville Public Works On-Call Services
- City of Roseville On-Call for Development Services
- City of Lincoln On-Call Engineering Services
- City of Davis On-Call Professional Services
- Placer Union High School District Projects
- Caltrans District 3 On-Call
- Twelve Bridges High School Site Development

Robert's Details



Blackburn/Overall Experience

23 Years / 33 Years

Education

MS, Civil Engineering,
(Geotechnical Concentration),
California State University,
Sacramento

BS, Civil Engineering, California
State University, Sacramento

Registrations

Professional Engineer,
Civil, CA #59558

Professional Engineer,
Geotechnical, CA #2589

Bryce Moore, Project Manager, Director of Construction Services

Home Office: West Sacramento, Hometown: Roseville

Bryce Moore serves as Blackburn Consulting's Director of Construction Services and has been with the company for 15 years. Bryce graduated from California Polytechnic State University, San Luis Obispo, CA with a bachelor's degree in Agriculture Business. Bryce's experience of over 21 years includes management, inspection, and materials management and testing for city and county roadways, public works infrastructure, Caltrans roadways and bridges, subdivisions, schools, levees, and pipeline projects. Bryce has provided inspection and certified testing of concrete, soils, and asphalt. He is Caltrans, ICC, and ACI certified. Relevant Experience:

- City of Roseville Public Works On-Call Services
- City of Roseville On-Call for Development Services
- City of Roseville Parks, Recreation, and Library On-Call Services
- City of Lincoln On-Call Engineering Services
- City of Davis On-Call Professional Services
- Placer County Water Agency On-Call
- Placer Union High School District Projects
- Caltrans District 3 On-Call
- Twelve Bridges High School Site Development

Bryce's Details



Blackburn/Overall Experience

16 Years / 21 Years

Education

BS, Ag. Business, California
Polytechnic State University,
San Luis Obispo, CA

UC Davis, Sacramento
Extension. Construction
Management Certificate

Certifications

Caltrans CTM: 105, 125AGG,
125GEN, 125HMA, 201, 231,
375, 504, 518, 521, 523.1,
539, 540, 541, 543, 556, 557
ACI Concrete Field Technician
Grade I, ICC Reinforced
Concrete Special Inspector
Nuclear Gauge Certified

5.5 TAB C: QUALIFICATIONS OF TEAM CONT'D

Emilio Chavez, Senior Materials Tester / Inspector

Home Office: West Sacramento, Hometown: Citrus Heights

Emilio Chavez is a highly qualified materials tester with over 27 years of experience throughout California. His expertise includes earthwork, concrete, and pavement testing and observation on project types such as roadways, bridges, airports, wastewater treatment plants, landfills, levees, schools, and buildings. Emilio has provided quality assurance testing on many large, successful projects and has worked with various cities, counties, and other agencies such as Caltrans. Relevant experience:

- City of Roseville On-Call for Development Services
- City of Lincoln On-Call Engineering Services
- City of Davis On-Call Professional Services
- Placer Union High School District Projects
- Twelve Bridges High School Site Development

Michael Chittenden, Materials Tester/Inspector

Home Office: West Sacramento, Hometown: Olivehurst

Mr. Chittenden is a Materials Tester/Inspector with Blackburn Consulting. Michael provides inspection and certified testing of concrete, soils, and asphalt on various projects for cities, counties, and government agencies. He has inspected, sampled, and tested soil bentonite cutoff walls, concrete, and pavement. Michael has performed testing during mass grading, placement of engineered fill, street/parking lot subgrade and base-rock, and utility trench backfill. Relevant Experience:

- City of Roseville Public Works On-Call Services
- City of Roseville On-Call for Development Services
- City of Lincoln On-Call Engineering Services
- City of Davis On-Call Professional Services
- Placer Union High School District Projects
- Twelve Bridges High School Site Development

Ernest Garcia, Materials Tester

Home Office: West Sacramento, Hometown: Roseville

Ernest Garcia serves as a lab and field technician with Blackburn Consulting. He has a strong work ethic and a dedication to quality. Ernest understands the importance of communication and detailed work. He strives to provide excellent service for Blackburn Consulting and its clients.

- City of Roseville Public Works On-Call Services
- City of Roseville On-Call for Development Services
- City of Roseville Parks, Recreation, and Library On-Call Services
- City of Lincoln On-Call Engineering Services
- City of Davis On-Call Professional Services
- Placer Union High School District Projects
- Twelve Bridges High School Site Development

Emilio's Details



Blackburn/Overall Experience

7 Years / 27 Years

Education

Cal Poly State University, San Luis Obispo, Architecture / Architectural Engineering

Certifications

Caltrans JTCP HMA I, HMA II, Soil & Aggregates, PCC, CTM 125 CEM, 125 GEN, 231, 375, 521, 533, ACI Concrete Field Technician Grade I, Nuclear Gauge Certified

Michael's Details



Blackburn/Overall Experience

7 Years / 10 Years

Certifications

Caltrans JTCP HMA I, HMA II, Soil & Agg, PCC, CTM 125Gen, 231, 375, ACI Concrete Field Technician Grade I, Nuclear Gauge Certified

Ernest's Details



Blackburn/Overall Experience

2 Years / 7 Years

Certifications

Caltrans JTCP Soil & Agg, PCC, CTM 105, 125 AGG, 231, 375, ACI Concrete Field Technician Grade I, Nuclear Gauge Certified

5.5 TAB C: QUALIFICATIONS OF TEAM CONT'D

Jacob Gregory, Materials Tester/Inspector

Home Office: West Sacramento, Hometown: Olivehurst

Jacob Gregory has 8 years of experience in the materials testing and construction inspection field. His background includes Caltrans, roadways, dams, levees, light rail, pipelines, and airports. Jacob has provided construction inspections and certified testing of concrete, soils, hot mix asphalt, reinforcing steel, and prestressed concrete. Relevant Experience:

- City of Roseville Public Works On-Call Services
- City of Roseville On-Call for Development Services
- City of Lincoln On-Call Engineering Services
- City of Davis On-Call Professional Services
- Placer County Water Agency On-Call
- Twelve Bridges High School Site Development

Jacob's Details



Blackburn/Overall Experience

4 Years / 8 Years

Certifications

Caltrans CTM: 231, 375, 504, 518, 539, 540, 543, 556, 557
ACI Concrete Field Technician
Grade I, Nuclear Gauge
Certified

Dustan Kliethermes, Materials Tester

Home Office: West Sacramento, Hometown: Olivehurst

Mr. Kliethermes serves as a lab and field technician with Blackburn Consulting. He has a strong work ethic and a dedication to quality. Dustan understands the importance of communication and detailed work. He strives to provide excellent service for Blackburn Consulting and its clients. Relevant Experience:

- City of Roseville Public Works On-Call Services
- City of Roseville On-Call for Development Services
- City of Lincoln On-Call Engineering Services
- City of Davis On-Call Professional Services
- Placer Union High School District Projects
- Twelve Bridges High School Site Development

Dustan's Details



Blackburn/Overall Experience

5 years / 5 years

Certifications

Caltrans JTCP HMA I, HMA II, and Soil and Aggregates, PCC.
ACI Concrete Field Technician
Grade I, Nuclear Gauge
Certified

Bismarck Maddy, Special Inspector/Materials Tester

Home Office: West Sacramento, Hometown: Elk Grove

Bismarck Maddy has 24 years of experience as a Construction Inspector, Special Inspector, and Materials Tester of public works, capital improvement, and residential/commercial development projects. He has a reputation for achieving goals using proven analytical skills and exceptional judgment with a thorough understanding of safety standards and methods, ability to read and interpret plans and technical construction drawings. He is also experienced in review of inspection data and application of Total Quality Management techniques in all areas of construction inspection. Relevant experience:

- City of Roseville Public Works On-Call Services
- City of Roseville On-Call for Development Services
- City of Lincoln On-Call Engineering Services
- City of Davis On-Call Professional Services
- Placer Union High School District Projects
- Placer County Water Agency On-Call
- Twelve Bridges High School Site Development

Bismarck's Details



Blackburn/Overall Experience

8 years / 24 years

Certifications

Caltrans Test Methods 504, 518, 539, 540, 543, 556, 557,
ACI Concrete Field Tech
Nuclear Gauge Certified,
ICC: Structural Steel and
Welding, Reinforced Concrete,
and Structural Masonry
Special Inspector

5.5 TAB C: QUALIFICATIONS OF TEAM CONT'D

Eric Quintana, Materials Tester

Home Office: West Sacramento, Hometown: Yuba City

Eric Quintana serves as a lab and field technician with Blackburn Consulting. He has a strong work ethic and a dedication to quality. Eric understands the importance of communication and detailed work. He strives to provide excellent service for Blackburn Consulting and its clients.

- City of Roseville On-Call for Development Services
- City of Lincoln On-Call Engineering Services
- City of Davis On-Call Professional Services
- Placer Union High School District Projects
- Twelve Bridges High School Site Development

Jesus Tostado, Materials Tester

Home Office: West Sacramento. Hometown: West Sacramento

Jesus Tostado serves as a laboratory technician with Blackburn Consulting. He has a strong work ethic and a dedication to quality. Jesus understands the importance of communication and detailed work. He strives to provide excellent service for Blackburn Consulting and its clients.

- City of Roseville Public Works On-Call Services
- City of Roseville On-Call for Development Services
- City of Lincoln On-Call Engineering Services
- City of Davis On-Call Professional Services
- Placer County Water Agency On-Call
- Twelve Bridges High School Site Development

Sergio Tostado, PE, Senior Materials Tester/Inspector

Home Office: West Sacramento, Hometown: West Sacramento

Sergio Tostado is an experienced, conscientious, and hard-working field technician. He has 14 years' experience in the materials testing/construction inspection field. Sergio has performed quality assurance materials testing in support of a variety of different public works projects, capital improvement programs, and development projects. He is well-versed in all aspects of construction materials testing including soils, concrete, and asphalt. He also has laboratory analysis experience including soils, concrete, and hot mix asphalt in accordance with the American Society for Testing and Materials (ASTM) and California Department of Transportation (Caltrans).

- City of Roseville Public Works On-Call Services
- City of Roseville On-Call for Development Services
- City of Lincoln On-Call Engineering Services
- City of Davis On-Call Professional Services
- Placer Union High School District Projects
- Twelve Bridges High School Site Development

Eric's Details



Blackburn/Overall Experience

2 years / 7 years

Certifications

Caltrans CTM 125 AGG, 125 GEN, 125 HMA, 231, 375, ACI Concrete Field Tech, Nuclear Gauge Certified

Jesus' Details



Blackburn/Overall Experience

5 years / 5 years

Certifications

Caltrans JTCP HMA I, HMA II, and Soil and Aggregates ACI Concrete Field Tech, Nuclear Gauge Certified

Sergio's Details



Blackburn/Overall Experience

10 years / 15 years

Education

BS, Civil Engineering, California State University, Sacramento

MS, Geotechnical Engineering, California State University, Sacramento

Registrations

Professional Engineer, Civil, CA #89375

Certifications

Caltrans JTCP HMA I, HMA II, Soil & Aggregates, PCC. CTM 231, 375, 533, ACI Concrete Field Technician Grade I, Nuclear Gauge Certified

5.5 TAB C: QUALIFICATIONS OF TEAM CONT'D

Subconsultant

Curtis Elliot, Field Technician/CWI

Home Office: West Sacramento, CA

Mr. Elliott has been in the Welding industry since 2017 after obtaining an Associate Degree in the Welding Technology Program at Sierra College in June of 2018. He has been involved in many phases of construction testing on a wide range of projects including residential, commercial and DSA school projects.

- Green Acres, Roseville
- West Side Tanks & Pumps Station, Roseville
- Blue Oaks Plaza at Fiddymont Ranch, Roseville
- Metro Air Park, Sacramento
- Calvary Cemetery Administration Center, Citrus Heights

Curtis' Details



MPE/Overall Experience

2 Years / 5 Years

Education

Sierra College, Welding
Technology Program

Certifications

International Code Council
(ICC) – No. 9347621
Structural Steel and Bolting
Special Inspector
Structural Masonry Special
Inspector
Soils Special Inspector
Reinforced Concrete Special
Inspector Associate
Spray Applied Fire Proofing
Special Inspector
Structural Welding Special
Inspector
Prestressed Concrete Special
Inspector
Master of Special Inspection
American Welding Society
(AWS) QC1 Certified Welding
Inspector – No. 20010311
Certified Nuclear Soil Gauge
Operator

Key Staff Experience	Robert Lokteff	Bryce Moore	Emilio Chavez	Michael Chittenden	Ernest Garcia	Jacob Gregory	Dustan Kliethermes	Bismarck Maddy	Eric Quintana	Jesus Tostado	Sergio Tostado	Curtis Elliot
Years with Firm	24	16	7	7	2	4	5	8	2	5	10	2
Years' Experience	33	21	27	10	7	8	5	24	7	5	15	5
Capital Improvement Projects	X	X	X	X	X	X	X	X	X	X	X	X
Facilities	X	X	X	X	X	X	X	X			X	X
City of Roseville Projects	X	X	X	X	X	X	X	X	X	X	X	X



5.6 TAB D: SERVICES

5.6 TAB D: SERVICES

The City plans to select one or more firms that specialize in special inspections and material testing for roadway and related construction. The primary types of materials inspected and tested will include, asphalt concrete, Portland cement concrete, rebar, steel, and local soils. The types of projects will vary from new capital improvement projects to the rehabilitation of City maintained facilities.

Blackburn will provide the following tests and inspection services:

- Provide certified field representative and perform laboratory testing in our AASHTO and Caltrans-approved lab.
- Prepare project specific materials sampling, acceptance, and testing plans if requested.
- Provide sampling and acceptance testing in accordance with project specifications, the City's Design & Construction Standards, and Caltrans Standard Specifications.
- Maintain a summary log of acceptance testing and monitor that the frequency of testing is within the minimum frequencies specified in the City's Quality Assurance Plan (QAP).

Earthwork

- Monitor, sample, and perform compaction testing of trench backfill, structure backfill, embankment, grading, and sidewalk and roadway subgrade and aggregate base.
- Sample and test roadway materials for materials acceptance in accordance with frequencies of testing established in City QAP, City Standard Specifications, and/or Caltrans Construction Manual.
 - Structure Backfill, Pervious Backfill, Embankments, Borrow – Sieve Analysis, Sand Equivalent, Maximum Wet Density, Relative Compaction, and R-Value.
 - Stabilized Soils: Unconfined Compressive Strength, Optimum Moisture Content, Application Rate, Uniformity of Stabilized Soil, Sieve Analysis, Relative Compaction, Maximum Wet Density.
 - Subgrade and Aggregate Base – Sieve Analysis, Sand Equivalent, R-Value, Relative Compaction, Maximum Wet Density, and Durability.
 - Reclaimed Pavements: Relative Compaction, Sieve Analysis and Cement Application Rate.

Concrete Structures and Pavement

- Sample and test freshly mixed concrete for slump/penetration, unit weight, air content, temperature, and cast compressive strength cylinders or flexural beams as requested.
- Perform preplacement inspection of reinforcing steel and form work

Seal Coats and Asphalt Concrete

- Sample and test Asphalt Concrete and Seal Coats during production as determined by the City Inspector.
 - Periodic temperature checks and monitor overall paving operation.
 - Nuclear density testing to confirm in-place density with contractor QC.
 - Sample HMA for maximum theoretical density determination.
 - Perform coring of asphalt concrete for pavement density of cores if not performed by contractor quality control.

Treated Soil and Reclaimed Pavements

- Mix design review and verification.
- Nuclear density testing of treated soils.
- Application rate verification of cement, lime, or other stabilizers.

5.6 TAB D: SERVICES CONT'D

Treated Soil and Reclaimed Pavements Cont'd

- Treatment depth verification, including using phenolphthalein spray (pH color indicator) to verify that cement or lime stabilization agents are mixed to the full treatment depth.
- For full-depth reclamation with cement:
 - Verification of minimum and maximum strengths (treated remolded unconfined compressive strength tests).
 - Verification of microcracking.
- Geotechnical construction support as necessary to assist the City with resolving potential treated soil and reclaimed pavement construction issues.

Special Inspection

- Inspect CMU block placement, reinforcing steel, and sample and test masonry products such as mortar, grout, and block.
- Inspect reinforcing steel.
- Post-installed anchor inspection and pull testing if required.
- High-Strength Bolt inspection.
- Torque testing of Proto II soundwall tension bolts.
- Welding inspection of structural steel elements (Mid Pacific Engineering).

Deliverables

Blackburn will prepare and submit:

- Daily Field Reports,
- Test Location Maps,
- Laboratory Test Reports,
- Special Inspection Reports,
- Summary Reports, and
- Staff and Lab Certifications/Approvals to the City documenting our qualifications.

Field and laboratory reports will be reviewed by Blackburn's Project Manager prior to submittal to the City.



5.7 TAB E: COST PROPOSAL

5.7 TAB E: COST PROPOSAL

Auburn Main Office:

11521 Blocker Drive, Suite 110
Auburn, CA 95603
(530) 887-1494, Fax (530) 887-1495

West Sacramento Office:

2491 Boatman Avenue
West Sacramento, CA 95691
(916) 375-8706, Fax (916) 375-8709



www.blackburnconsulting.com

Fresno Office:

4186 W. Swift Avenue, Suite 107
Fresno, CA 93722
(559) 438-8411, Alt. (559) 276-4246

2023 SCHEDULE OF FEES - City of Roseville On-Call

Geotechnical ▪ Geo-Environmental ▪ Construction Services ▪ Forensics

PROFESSIONAL HOURLY RATES:

Senior Project Manager	\$242	Construction Manager	\$198
Principal	\$276	Clerical	\$110

SPECIAL INSPECTION PERSONNEL HOURLY RATES:

Prevailing Wage

	Regular	Saturday/OT	Sunday/Holiday/2x
Special Inspector/Group 2	\$201	\$233	\$265
Special Inspector/Group 2 (2nd shift)	\$216	\$251	\$287
Materials Tester/Group 3	\$183	\$210	\$239
Materials Tester/Group 3 (2nd shift)	\$196	\$226	\$256

Non-Prevailing Wage

	Regular	Saturday/OT	Sunday/Holiday/2x
Special Inspector	\$158	\$188	\$219
Materials Tester/Group 3	\$133	\$163	\$194

MINIMUM BASIC CHARGES:

Mileage	IRS Rate
Outside Equipment & Services	Cost plus 15%
Technician Services	Charge includes time from office and return to office, minimum charge - 2 hours
Overtime	Before 7:00am or after 4:00pm
Report Copies	4 Report copies provided

EQUIPMENT: (personnel not included)

Hand Sampling Equipment	\$312 / Day	Double Ring Infiltration Equipment	\$345 / Day
Nuclear Moisture/Density Testing	\$20 / Test	Level Survey Equipment	\$296 / Day
6" Sand Cone Testing	\$54 / Test	Pachometer	\$151 / Day
12" Sand Cone Testing	\$218 / Test	Rock Point Load Test Equipment	\$151 / Day
Coring Bit Charge	\$54 / Core	Roto Hammer	\$145 / Day
Coring Machine	\$301 / Day	Schmidt Hammer	\$123 / Day
Dynamic Cone Penetrometer	\$312 / Day	Torque Wrench	\$84 / Day
Electrical Resistivity Equipment	\$285 / Day	Seismic Refraction:12 Channel	\$536 / Day
Generator	\$84 / Day	MASW Survey Equipment	\$536 / Day
Groundwater Level Indicator	\$78 / Day	Traffic Control/Safety	\$345 / Day
Inclinometer Survey Equipment	\$725 / Day	Concrete Vapor Emission Test Kit	\$45 / Ea
pH Test Strip Package	\$67 / Ea		

Revised 11/08/2022

5.7 TAB E: COST PROPOSAL CONT'D

Auburn Main Office:
11521 Blocker Drive, Suite 110
Auburn, CA 95603
(530) 887-1494, Fax (530) 887-1495

West Sacramento Office:
2491 Boatman Avenue
West Sacramento, CA 95691
(916) 375-8706, Fax (916) 375-8709



www.blackburnconsulting.com

Fresno Office:
4186 W. Swift Avenue, Suite 107
Fresno, CA 93722
(559) 438-8411, Alt. (559) 276-4246

2023 SCHEDULE OF FEES - City of Roseville On-Call

Geotechnical ▪ Geo-Environmental ▪ Construction Services ▪ Forensics

Page 1 of 2

SOIL CLASSIFICATION		
#200 Sieve Wash	Construction Manager	\$140
Sieve Analysis to #200	ASTM D6913, CAL 202	\$216
Standard Hydrometer with Sieve Analysis	ASTM D422	\$424
Plasticity Index	ASTM D4318	\$307
Specific Gravity - Soils	AASHTO T100	\$134
MOISTURE / DENSITY		
Moisture Content	ASTM D2216, CAL 226	\$51
Moisture/Density		\$95
SOIL COMPACTION		
Standard Proctor (4" or 6" mold)	ASTM D698	\$385
Modified Proctor (4" or 6" mold)	ASTM D1557	\$385
California Impact	CAL 216	\$385
Check Point (Standard or Modified)		\$178
VOLUME CHANGE		
One-Dimensional Consolidation	ASTM D2435	\$608
(6 load increments, includes 2 time rate curves and 2 rebound decrements)		
Additional Load or Rebound Decrement		\$43/ea
Additional Time Rate Curves		\$132/ea
Expansion Index	ASTM D4829	\$307
One-Dimensional Settlement Swell	ASTM D4546	\$273
STRENGTH		
Unconfined Compression	ASTM D2166	\$178
Compression, Rock Prep & Photos included	ASTM D7012	\$207
Rock Point Load (up to six points)	ASTM D5731	\$84
California Bearing Ratio (CBR), with curve	ASTM D1883	\$948
California Bearing Ratio (CBR), without curve	ASTM D1883	\$569
Resistance Value	CAL 301, ASTM D2844	\$418
Direct Shear: (per point)		
Undisturbed	ASTM D3080	\$240
Remolded	ASTM D3080	\$307
Triaxial Compression: (per point) Photos of failure upon request		
Undrained, Unconsolidated w/out Pore Pressure	ASTM D2850	\$218
Consolidated, Undrained w/ Pore Pressure Measurements	ASTM D4767	\$630
Consolidated, Drained		\$903
Consolidated, Undrained, no Pore Pressure Measurements		\$356
Specimen Remolding		\$140

* Client requests for rush testing require pre-approval and 20% surcharge.

Blackburn Consulting

Revised 11/08/2022

5.7 TAB E: COST PROPOSAL CONT'D

2023 Laboratory Fee Schedule

Page 2 of 2

CORROSIVITY ANALYSIS

Corrosion Analysis Package	CAL 643, 417, 422	\$391
<i>Includes Soil Resistivity, Soil pH, Sulfates / Chlorides. Minimum size is 1,000 grams</i>		
pH	CTM643	\$51
Resistivity	CTM643	\$164

PERMEABILITY

Flex-wall Permeability	ASTM D5084	
<i>Either Constant head or Falling Head / rising Tail Water. Method depends on soil type</i>		
Each Additional Effective Stress		\$558
Specimen Remodeling		\$140
		\$138

TREATED SOIL TESTS

% Lime for Stabilization - per point (%)	ASTM D6276	\$156
pH of Soil	CTM643	\$51
Modified Proctor	ASTM D1557	\$458
Unconfined Compression Test	ASTM D5102	\$256
One Dimensional Swell	ASTM D4546	\$256

AGGREGATES

Bulk Specific Gravity - Course & Fine Aggregate	ASTM C127 & 128, CAL 206, 207	\$134
Coarse Durability	CAL 229	\$229
Fine Durability	CAL 229	\$229
Sand Equivalent	CAL 217, ASTM D2419	\$160
Cleaness Value	CAL 227	\$216
Moisture Content	CAL 226/370	\$123
Percent of Crushed Particles (per size fraction)	CAL 205	\$201
Fine Aggregate Angularity	AASHTO T304, Method A	\$201
Flat and Elongated Particles (per size)	AASHTO D 4791	\$201
Combined Grading 1" through no. 200	CAL 201/202	\$215
Bin Grading (First 2 Bins)	CAL 201/202	\$215
Each Bin Thereafter		\$84
LP-9 (RAP) Burn	LP-9, CT382	\$134

ASPHALT

Bulk Specific Gravity - Compacted Hot Mix Asphalt	CAL 308	\$67
Theoretical Max Specific Gravity (Rice)	CAL 309	\$234
LTMD (Set of 5)	CAL 375	\$463

Binder Content

Ignition Oven Correction Factor	CAL 382	\$396
Ignition Oven	CAL 382	\$234
Solvent	AASHTO T164	\$296
Stability (Set of 3)	CAL 366	\$413

Void Content

With Stability and Rice	CAL 367	\$45
-------------------------	---------	------

CONCRETE & MASONRY

Concrete Compression Test 6" x 12" or 4" x 8"	ASTM C39	\$45
Masonry or Grout Compression		\$65
Compression Test of Cored Concrete Spec. (per core)		\$145
Compression Test of Shotcrete Cores (per core)		\$183

Other Tests Quoted Upon Request

* Client requests for rush testing require pre-approval and 20% surcharge.

Blackburn Consulting

Revised 11/08/2022

5.7 TAB E: COST PROPOSAL CONT'D

MID PACIFIC ENGINEERING, INC.	
Blackburn Consulting/MPE – Prevailing Wage Schedule of Fees – Sacramento Office	
LABOR	Rate per Hour
Field Testing and Inspection Technician (Concrete)	\$130
Field Testing and Inspection Technician (Soils, Anchors and Miscellaneous Inspections)	\$140
Senior Field Testing and Inspection Technician (Welding, Bolting and Masonry)	\$150
Senior Field Testing and Inspection Technician (Non Destructive Testing)	\$160
Managing Technician	\$160
Laboratory Technician	\$115
Draftsperson	\$110
Staff Engineer/Geologist	\$155
Project Engineer/Geologist	\$175
Senior Engineer/Geologist	\$195
Principal Engineer	\$215
Overtime and Double Time (work beyond 8 hour days, weekends and Holidays) will be billed at a rate of 1.5 and 2 times the hourly rate presented above, respectively. A 2-hour minimum charge will apply on all projects. A 4-hour minimum charge will apply on Saturday and Sundays. An 8-hour minimum charge will apply on Holidays.	
LABORATORY TESTING	
Soil and Aggregate	Rate per Test
Absorption of Sand or Gravel	\$75
Aggregate Unit Weight	\$70
Aggregate Crushed Particles	\$120
Atterberg Limits	\$195
California Impact Method 216	\$270
Compaction Curve	\$275
Consolidation Test	\$650
Corrosion Testing	\$180
Direct Shear Test	\$175
Durability	\$205
Expansion Index	\$205
Grain Size Analysis - Total Sieve (200, Fine and Coarse)	\$270
Grain Size Analysis - Fine or Coarse Sieve	\$125
Grain Size Analysis - Soils Finer than No. 200	\$115
Grain Size Analysis - Hydrometer	\$195
Moisture Content	\$45
Permeability	\$435
Resistance Value - Untreated	\$380
Resistance Value - Treated with Lime or Cement	\$435
Sand Equivalent	\$175
Specific Gravity	\$145
Triaxial Shear - Undisturbed	\$430
Triaxial Shear - Remolded	\$525
Unconfined Compression Test	\$140
Unit Weight and Moisture Content - Undisturbed Sample	\$50
Unit Weight and Moisture Content - Loose Sample	\$75
Concrete and Masonry	
Compression Testing - Concrete 4x8 or 6x12	\$35
Compression Testing - Grout, Mortar or CLSM	\$50
Compression Testing - Masonry Unit or Brick	\$70
Compression Testing - Masonry Prism	\$215
Compression Testing - Concrete Core Including Trimming	\$60
Compression Testing - Shotcrete Core	\$65
Compression Testing - Hold Sample	\$30
Flexural Strength - 6" x 6" concrete beam	\$145
Length Change of Hardened Concrete - Batching, Compression Testing & Shrinkage Measurement	\$1320
Length Change of Hardened Concrete - Shrinkage Measurement	\$460
Masonry Unit Linear Shrinkage, Absorption and Moisture	\$580
Splitting Tensile Test - 6: x 12: Cylinders	\$70
Trial Batch - Compression Testing set of 5	\$695
Unit Weight of Hardened Concrete	\$65
Reinforcing and Structural Steel	
Anchor Bolt or Prestressing Strand Tensile Strength	\$95
Fire Proofing Unit Weight	\$65
Machining of Special Fittings, Fixtures or Tensile Coupons - per hour	\$95
Rebar Tensile and Bend 1 - 7 bar	\$140
Rebar Tensile and Bend 8 - 14 bar	\$195
Structural Bolt Set Tensile and Hardness	\$405
Please contact our office for laboratory testing not listed on the this fee schedule	Quote
MISCELLANEOUS	
Mileage - Billed Portal to Portal	\$0.95/mile
Per Diem	\$210/day
Outside Services	Cost +20%
Final Report of Inspection	\$400
Department of Industrial Relations Wage Reporting	\$175/month



5.8 TAB F: REQUIRED STATEMENTS/ DOCUMENTS

5.8 TAB F: REQUIRED STATEMENTS/DOCUMENTS

4.0 Assurance of Designated Project Team

Blackburn will not substitute designated members of the team without approval by the City staff in accordance with RFP Section 4.0.

9.4 Conflict of Interest

Blackburn represents that in accordance with RFP Section 9.4 we have no known conflicts of interest.

9.7 Indemnification & Insurance Requirements

Blackburn can comply with the indemnification and insurance requirements in the sample contract Section 9.7. We provide exceptions for the City's considerations in Tab H EXCEPTIONS.

9.23 Proprietary Information

Blackburn acknowledges that nothing contained in our proposal is proprietary as described in RFP Section 9.23.

Proof of Registration with California Secretary of State



California
Secretary of State

Home

Search

Forms

Help

Business

UCC

Currently, information for Limited Liability Partnerships (e.g. law firms, architecture firms, engineering firms, public accountancy firms, and land survey firms), General Partnerships, and other entity types are **not contained** in the California Business Search. If you wish to obtain information about LLPs and GPs, submit a Business Entities Order paper form to request copies of filings for these entity types. *Note: This search is not intended to serve as a name reservation search. To reserve an entity name, select Forms on the left panel and select Entity Name Reservation ? Corporation, LLC, LP.*

Basic Search

A Basic search can be performed using an entity name or entity number. When conducting a search by an entity number, where applicable, **remove "C"** from the entity number. **Note: a basic search will search only ACTIVE entities** (Corporations, Limited Liability Companies, Limited Partnerships, Cooperatives, Name Reservations, Foreign Name Reservations, Unincorporated Common Interest Developments, and Out of State Associations). The basic search performs a contains "keyword" search. The Advanced search allows for a "starts with" filter. To search entities that have a status other than active or to refine search criteria, use the **Advanced** search feature.

Advanced Search

An Advanced search is required when searching for publicly traded disclosure information or a status other than active.

An Advanced search allows for searching by specific entity types (e.g., Nonprofit Mutual Benefit Corporation) or by entity groups (e.g., All Corporations) as well as searching by "begins with" specific search criteria.

Disclaimer: Search results are limited to the 500 entities closest matching the entered search criteria. If your desired search result is not found within the 500 entities provided, please refine the search criteria using the Advanced search function for additional results/entities. The California Business Search is updated as documents are approved. The data provided is not a complete or certified record.

Although every attempt has been made to ensure that the information contained in the database is accurate, the Secretary of State's office is not responsible for any loss, consequence, or damage resulting directly or indirectly from reliance on the accuracy, reliability, or timeliness of the information that is provided. All such information is provided "as is." To order certified copies or certificates of status, (1) locate an entity using the search; (2) select Request Certificate in the right-hand detail drawer; and (3) complete your request online.

Blackburn Consulting

Advanced

Results: 2

Entity Information	Initial Filing Date	Status	Entity Type	Formed In	Agent
BLACKBURN CONSULTING (2121689)	10/01/1998	Active	Stock Corporation - CA - General	CALIFORNIA	DONALD BLACKBURN

BLACKBURN CONSULTING (2121689)

Request Certificate

Initial Filing Date

Status

Standing - SOS

Standing - FTB

Standing - Agent

Standing - VCFCF

Formed In

Entity Type

Principal Address

Mailing Address

Statement of Info Due Date

Agent

Individual 2181456 DONALD BLACKBURN 11521 BLOCKER DRIVE, STE 110 AUBURN, CA 95603

View History

Request Access

5.8 TAB F: REQUIRED STATEMENTS/DOCUMENTS CONT'D

Attachment B

PROPOSER'S CERTIFICATION

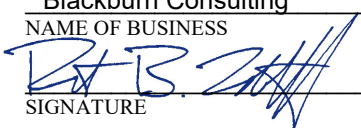
I hereby propose to furnish the goods or services specified in the Request for Proposals ("RFP"). I agree that my proposal will remain firm for a period of up to ninety (90) days in order to allow the City of Roseville ("City") adequate time to evaluate the qualifications submitted.

I have carefully examined the Request for Proposals and any other documents accompanying or made a part of this RFP. The information contained in this proposal is true and correct to the best of my knowledge and is signed under penalty of perjury under the laws of the State of California. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its authorized agent and that the firm is ready, willing and able to perform if awarded the contract.

I further certify that this proposal is made without prior understanding, agreement, connection, discussion, or conspiracy with any other person, firm or corporation submitting a proposal for the same product or service; that this proposal is fair and made without outside control, collusion, fraud or illegal action; that no officer, employee or agent of the City or any other proposer is financially interested in said proposal; that no undue influence or pressure was used against or in concert with any officer, employee or agent of the City in connection with the award or terms of the contract that will be executed as a result of this RFP; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Blackburn Consulting

NAME OF BUSINESS


SIGNATURE

Robert Lokteff, PE, GE, Principal, #2589

NAME & TITLE, TYPED OR PRINTED

2491 Boatman Avenue, West Sacramento, CA 95691

MAILING ADDRESS

916-375-8706

TELEPHONE NUMBER

bobl@blackburnconsulting.com

EMAIL

Type of Organization:

☐ Sole Proprietorship

☒ Corporation

☐ State of Incorporation

☐ Partnership

☐ Limited Liability Company

5.8 TAB F: REQUIRED STATEMENTS/DOCUMENTS CONT'D

Attachment C

NONCOLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

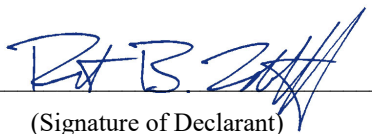
The undersigned declares:

I am the Principal of Blackburn Consulting, the party making the foregoing bid.

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on November 9, 2022 [date], at West Sacramento [city], California [state].


(Signature of Declarant)

DIR Proof



Contractor Information

Legal Entity Name
 BLACKBURN CONSULTING
 Legal Entity Type
 Corporation
 Status
 Active
 Registration Number
 1000012307
 Registration effective date
 07/01/21
 Registration expiration date
 06/30/24
 Mailing Address
 11521 BLOCKER DR STE 110 AUBURN 95603 CA United States of America
 Physical Address
 11521 BLOCKER DR STE 110 AUBURN 95603 CA United States of America
 Email Address
 kellyr@blackburnconsulting.com
 Trade Name/DBA
 License Number (s)
 None Required:

Registration History

Effective Date	Expiration Date
06/11/18	06/30/19
06/15/17	06/30/18
07/01/16	06/30/17
06/25/15	06/30/16
02/26/15	06/30/15
07/01/19	06/30/20
07/01/20	06/30/21
07/01/21	06/30/24

MID PACIFIC ENGINEERING, INC.

Detail:

Registration Number: 1000001317
 Status: Active
 CSLB Number:
 Legal Entity Type: Corporation
 Mailing Address: PO BOX 492067
 REDDING
 CA 96049
 County: Shasta
 Craft: Inspector/Field Soils, Material Tester
 Email: serenahiggins@midpacificeng.com

Registration History

Effective Date	Expiration Date
7/1/2022	6/30/2023
7/1/2021	6/30/2022
7/1/2020	6/30/2021
7/1/2019	6/30/2020
6/14/2018	6/30/2019
7/6/2017	6/30/2018
6/13/2016	6/30/2017
7/9/2015	6/30/2016
9/15/2014	6/30/2015

DBA

Name

MID PACIFIC ENGINEERING, INC.



5.9 TAB G: EXCEPTIONS

5.9 TAB G: EXCEPTIONS

Contract Review/Exceptions

We have reviewed the City's Contract Terms and Conditions and can substantially comply with all requirements therein. We submit the following exceptions for consideration:

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

We respectfully request approval of our \$50,000 deductible.



5.10 TAB H: COMPETENCY OF PROPOSER

5.10 TAB H: COMPETENCY OF PROPOSER

Contract History

In the past 7 years, we have had one claim filed against us.

Summary of Claim:

Shallow clay slide failure, with design inconsistent with Blackburn recommendations in 2016.

Resolved 6/7/2021

Blackburn has never had a contract terminated for breach or any other reason.

Financial Stability

Blackburn has been in business for over 24 years and maintains a well-established business presence in Northern and Central California. We have successfully serviced on-call contracts ranging from \$2,500.00 to \$9M for various State and local agencies. We are confident that we have the necessary facilities, ability, experience, and financial resources to provide the services required for this contract.



COUNCIL COMMUNICATION

CC #: 2562

File #: 0203-12 & 0201-01

Title: X-Ray Imaging System - Sole Source Purchase Order and Budget Adjustment

Contact: Mark Peinado 916-774-5021 mcpeinado@roseville.ca.us
Jeff Beigh 916-746-1058 jbeigh@roseville.ca.us

Meeting Date: 3/1/2023

Item #: 6.2.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council approve a sole source purchase order to Logos Imaging LLC, for the purchase of a X-ray imaging system for a total amount of \$87,375. Additionally, staff recommends that the City Council adopt an ordinance to approve a budget adjustment in the amount of \$35,995.

BACKGROUND

The primary responsibility for the Roseville-Rocklin Regional Bomb Squad (EOD) is handling suspicious packages and explosive related incidents. The Roseville-Rocklin Regional Bomb Squad is accredited by the FBI and, per their guidelines, the team is required to have an X-ray imaging system. X-ray imaging systems allow for EOD operators to see inside suspicious packages without actually having to open them up or disturb the contents of the package. The current X-ray imaging system was manufactured in 2006 and is no longer supported by the manufacturer. On several occasions, the current system has malfunctioned and the Roseville-Rocklin Regional Bomb Squad has had to request outside assistance from regional EOD teams. The purchase of a new X-ray system would provide EOD operators with portable features to allow for rapid deployment and identification of suspicious devices or packages. The requested equipment is a regional asset for the Roseville-Rocklin Regional Bomb Squad.

FISCAL IMPACT

The total cost for a new X-ray system is \$87,375. The Roseville Police Department was approved funding for this purchase in the amount of \$51,380 from the Placer County Office of Emergency Services through the Homeland Security Grant Program, and the Council previously approved a budget adjustment to appropriate the grant funding. This budget adjustment will increase the capital outlay budget in the Supplemental Law Enforcement Fund by \$35,995 to cover the remaining cost of the X-ray system. There will be no fiscal impact on the City's General Fund.

ENVIRONMENTAL REVIEW

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

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal C - Maintain a safe and healthy community

Respectfully Submitted,

Mark Peinado, Management Analyst

Troy Bergstrom, Police Chief



Dominick Casey, City Manager

ATTACHMENTS:

Description

Quote

Ordinance 6620

Budget Adjustment



Logos Imaging LLC

Logos Imaging LLC
PO Box 576
Windsor CO 80550
(866) 939-4044
www.logosimaging.com
Tax ID # 05-0533782

Quotation

Date	Quote #
1/26/2023	6419

Bill To				Ship To				
City of Roseville Finance Department 311 Vernon Street Roseville CA 95678				Adrian Coghlan City of Roseville 1051 Junction Blvd Roseville CA 95678				
Quote Expires		Sales Rep		Currency		Memo		
4/26/2023		Matthew Harrington		USA				
Payment Terms		Shipping Via		Term	Named Place		Est. Delivery	
2% 10 Net 30		UPS Ground		FOB	Johnstown		8 - 12 Weeks ARO	
Item #	Detailed Description				Qty	Units	Rate	Amount
92031-1637-...	Dual Panel XIRÓS II 12x12 and STENÓS II 14x17 Flat Panel Kit				1	EA	70,519.00	70,519.00
90209	Computer kit for Security DR systems. Includes: •Getac A140 rugged tablet •Security software •Two years software maintenance				1	EA	4,006.10	4,006.10
60000 US	Golden Engineering XR150. Includes: •XR150 X-ray Machine •Two batteries •110V battery charger				1	EA	6,169.20	6,169.20
55277 XIRÓS	Tactical backpack with battery box				1	EA	630.50	630.50
91000 US	DR power cord kit				1	EA	0.00	0.00
						Subtotal		81,324.80
						Shipping Cost (UPS Ground)		160.17
						Tax		5,896.05
						Total		\$87,381.02

Authorization

By signing below, you (1) confirm that all information in this formal quotation is accurate, (2) accept the billing and shipping

PO: # _____ Date: ____/____/____ Name: _____ Signature: _____

ORDINANCE NO. 6620

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 an X-Ray Imaging System.

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

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



REQUEST FOR BUDGET ADJUSTMENT

REQUESTER NAME & TITLE: Mark Peinado / Management Analyst FISCAL YEAR: FY2022-23
 PREPARER NAME & TITLE: Mark Peinado / Management Analyst COUNCIL DATE (if applicable): 3/1/2023
 DEPARTMENT/DIVISION: Police Department ORDINANCE: _____

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
2240	6550	44001	700047	35,995	Increase Capital Outlay for X-ray robot purchase
TOTAL				35,995	

REVENUES/TRANSFERS IN

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
TOTAL				-	

NET ADJUSTMENT	35,995
----------------	--------

FUND BALANCE

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
2240				(35,995)	use available resources in Supplemental Law Enforcement Fund
TOTAL				(35,995)	

Justification for Budget Adjustment:

The Roseville Police Department has been given approval from Placer County Office of Emergency Services (OES) to purchase equipment with funding allocated from the Homeland Security Grant Program. Placer County OES administers the grants, files claims for reimbursement from the federal government, and then distributes the reimbursements to local agencies. The Police Department was approved \$51,380 for the purchase of a Portable X-Ray System, the total cost for the system is \$87,374.89. The Police Department is requesting a \$35,995 increase in Capital Outlay budget in the Supplemental Law Enforcement Fund. The funds will be used to pay for the remaining cost of the Portable X-ray System.

REQUIRED APPROVALS:

 REQUESTING DEPARTMENT HEAD / DESIGNEE	<u>1/25/23</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



COUNCIL COMMUNICATION

CC #: 2572
File #: 0110-01

Title: Placer Valley Tourism - 2023 Strategic Marketing Plan and Budget Approval
Contact: Jeannine Thrash 916-774-5473 jthrash@roseville.ca.us
Dennis Kauffman 916-774-5313 dkauffman@roseville.ca.us

Meeting Date: 3/1/2023
Item #: 6.3.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution to approve the 2023 Placer Valley Tourism Strategic Marketing Plan and Budget.

BACKGROUND

The South Placer County Tourism Corporation, dba Placer Valley Tourism (PVT), promotes and supports tourism efforts that generate overnight stays within the region. Revenue to support its efforts is generated by assessments on hotel room nights for all hotels in the cities of Lincoln, Rocklin and Roseville. This assessment was voted on and approved by all hotel owners in 2014.

On November 5, 2014 the City entered into a Marketing Management Agreement with PVT which authorizes PVT to administer and implement all of the activities and improvements of the Placer Valley Sports Complex and Tourism Marketing District (District). Expenditure of assessments received from the District are directed by the PVT Board, which is comprised of hotel, Chamber and city representatives from Roseville, Rocklin and Lincoln. Pursuant to the Marketing Management Agreement, and as required by state law, the PVT strategic marketing plan and budget shall undergo annual review and approval by the City Council. The City Council has the discretion to approve the strategic marketing plan and budget as submitted or may modify any particular matter contained within these documents.

The attached strategic marketing plan and budget was approved by the PVT Board of Directors on January 26, 2023. Revenues are estimated to slightly exceed expenses for 2023. The key strategies in the 2023 Strategic Marketing plan include:

1. Grow and expand relationships
2. Evaluate and refine existing Roebbelen Center events
3. Improve room tracking procedures
4. Increase community awareness
5. Evaluate and expand current marketing programs

The attached Placer Valley Tourism 2023 Strategic Marketing Plan provides more detailed information. Staff has reviewed and recommends approval of the PVT's 2023 Strategic Marketing Plan and 2023 Budget.

FISCAL IMPACT

There is not a fiscal impact associated with this recommendation. Funding for these PVT activities is derived from room night assessments for all hotels in the cities of Lincoln, Rocklin and Roseville. This assessment is separate and distinct from the 10% transient occupancy tax (TOT) collected by the City of Roseville for all Roseville hotels. The PVT budget includes an expense for a payment to the City, based on a payment plan, for the repayment of the long field project design costs incurred by the City's Citywide Park - West Roseville Specific Plan Fund. The payments are being made annually until the payoff in 2025.

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 Placer Valley Tourism Annual Budget and Strategic Work Plan meets the above criteria and is not subject to CEQA. No additional environmental review is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal A - Remain fiscally responsible in a changing world

Goal D - Enhance economic vitality

Respectfully Submitted,

Jeannine Thrash, Management Analyst

Dennis Kauffman, Assistant City Manager/Chief Financial Officer



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 23-082

2023 PVT Strategic Plan

2023 PVT Budget

RESOLUTION NO. 23-082

APPROVING THE 2023 PLACER VALLEY TOURISM STRATEGIC
MARKETING PLAN AND BUDGET

WHEREAS, the Placer Valley Sports Complex and Tourism Marketing District (District) was created in November 2014 to replace the former South Placer County Tourism Business Improvement Area; and

WHEREAS, Placer Valley Tourism (PVT) administers the District under a Marketing Management Agreement which requires PVT to submit an annual budget and work plan to the City; and

WHEREAS, the 2023 Placer Valley Tourism Strategic Marketing Plan and 2023 Placer Valley Tourism Budget have been reviewed by the City Council;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Roseville that the 2023 Placer Valley Tourism Strategic Marketing Plan and 2023 Placer Valley Tourism Budget is hereby approved.

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

Reconnect, Evaluate and Grow

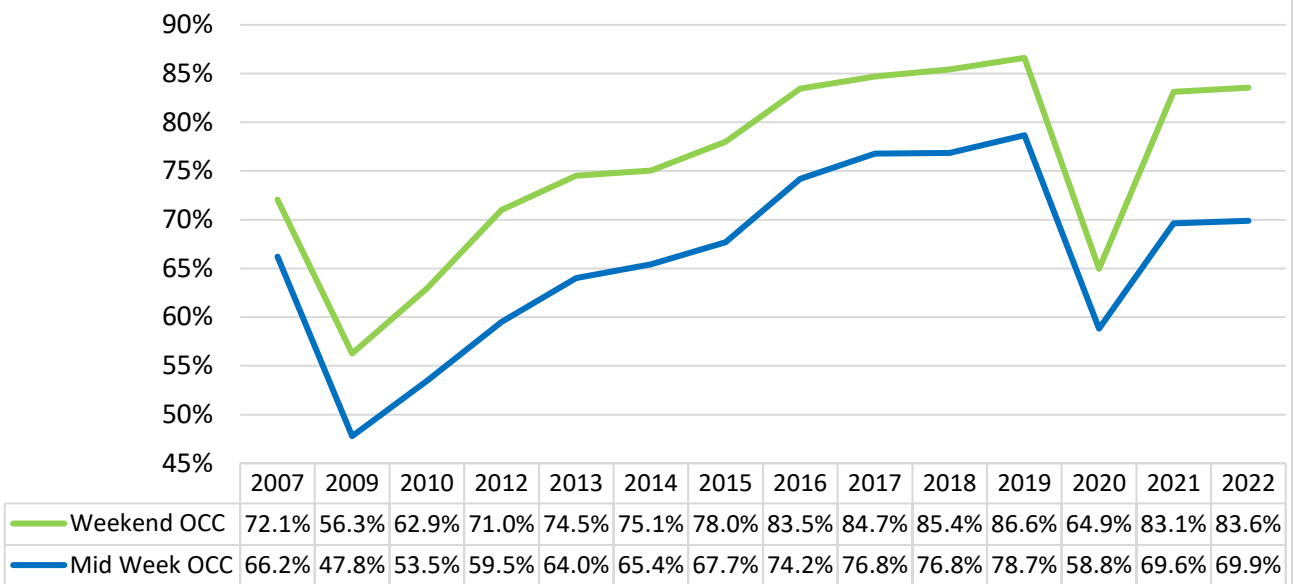
Placer Valley Tourism
2023 Strategic Plan



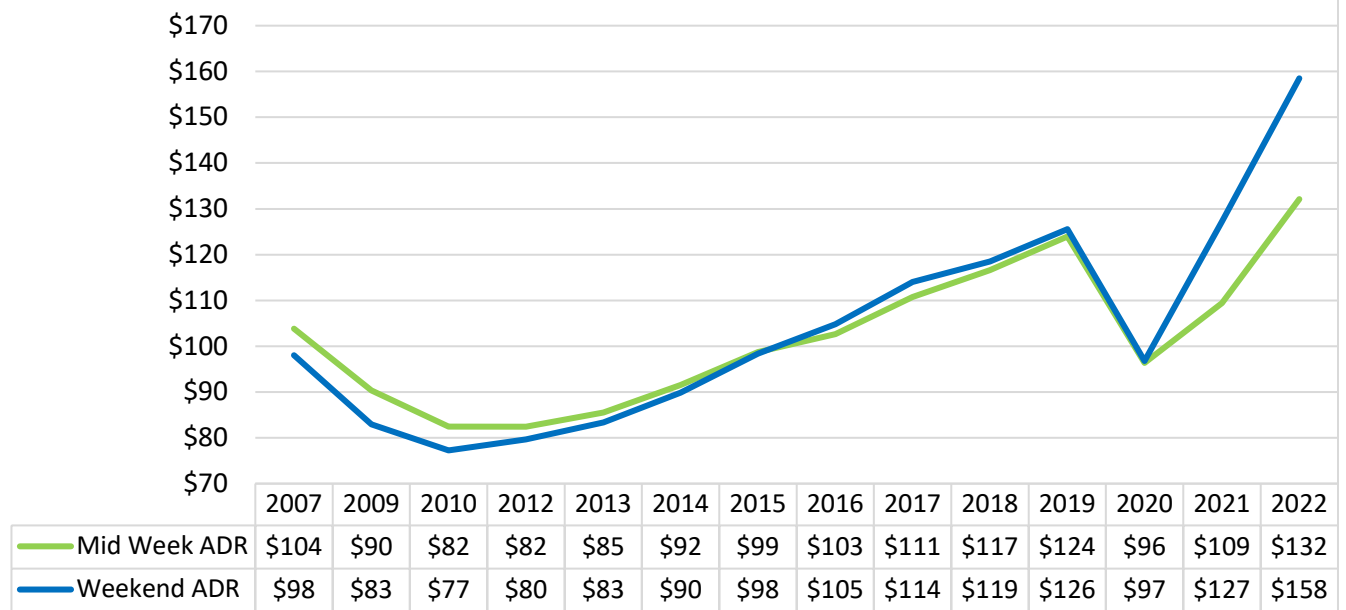
PLACER VALLEY
Tourism Enriching Communities

2022 finally brought a sense of normalcy since the COVID pandemic shut down in March 2020. Placer Valley Tourism (PVT) was able to see the Roebbelen Center (RC) @the Grounds (ATG) operate and host the major events and tournaments that had been planned since the beginning of 2020. With a major event center as its anchor facility, PVT was able to charge forward and host multiple events that significantly generated room nights for Placer Valley hotels. The average weekend occupancy nearly rebounded to 2019 levels with 84% compared to 87% occupancy respectively. The weekend average daily rate (ADR) had the most significant growth outpacing 2019 with \$158.50 compared to \$125.56. Unfortunately, due to the slow and reluctant return of the corporate market, midweek occupancy still trails 2019 with 70% compared to 79% occupancy. Midweek ADR saw some nominal growth with \$132.12 in 2022 compared to \$123.99 in 2019 (see charts below).

Placer Valley Hotels Average Occupancy Midweek vs. Weekend



Placer Valley Hotels Average Daily Rate Midweek vs. Weekend



A new challenge arose in July of 2022 as available room nights in the market decreased with the loss of the Hampton Inn and Suites in Roseville, reducing the overall supply by 31,025 room nights annually. New hotels aren't expected until the next few years therefore maximizing room nights within the footprint will be pivotal to PVT's ongoing success.

In addition to the uncertainty that COVID provided over the past two years, in March of 2022, PVT unexpectedly lost longtime dynamic visionary and CEO, David Attaway. As the leadership shifts to the newly appointed CEO, Kim Summers, building and fostering relationships will be extremely important to the organization's ongoing success. Fortunately, adapting to change is not uncommon for PVT and the transition thus far has been seamless. PVT's unwavering commitment to drive its existing momentum forward will be best accomplished through predetermined strategies. The five key areas PVT will focus on in 2023 are outlined as follows:

1. Grow and expand relationships

COVID impacted PVT member hotels and event organizations over the past two years. We will look to find ways to encourage increased hotel involvement both at the Board and committee levels. We will reconnect with past partners to understand any shifts in their business plans that could further impact room nights both positively and negatively, and seek out new ones that may have recently emerged.

2. Evaluate and refine existing Roebbelen Center events

Now that the RC has been in relatively normal operations for the past 18 months, it will be necessary to evaluate event bookings to ensure maximum room nights are generated moving forward. We will work closely with the existing organizations to ensure room growth potential is actualized and determine the impact that COVID may have had in the success or decline of previously held events.

3. Improve room tracking procedures

With growth comes challenges, and the manual way we have been tracking room nights in the past, requires a tremendous amount of staff time both for PVT and hoteliers. We will look at new software programs to help lessen the burden of the current system which will also provide general statistics and reporting.

4. Increase community awareness

As events get bigger, so does the community impact. PVT will work on effective ways to promote major events further reinforcing the economic impact that tourism brings to the community.

5. Evaluate and expand current marketing programs

We will evaluate past print marketing campaigns to ensure alignment with new strategies in addition to looking at expanded digital marketing opportunities to increase website and social media traffic.

GROW AND EXPAND RELATIONSHIPS

In most recent years, PVT had been focused on ATG and establishing new relationships with organizations that could fill the RC with room night generating events. Now that ATG has been operating successfully, we will broaden our outreach and look to reconnect with past partners to understand any shifts that may have occurred within their business models. In order to re-establish and foster new relationships, we will take the following steps:

- Host a client appreciation event, recognizing the many great organizations we work with and providing a dynamic networking opportunity
- Work with our City partners to solicit available booking windows and discuss trends they may not be aware of, i.e.: emergence of new organizations and/or events
- Evaluate and work with organizations that have the ability to bring new events to the area

COVID had a significant impact on the hotel industry causing tremendous staffing shortages which continue to be an ongoing challenge for PVT hotels. From staff wearing multiple hats to new employees, it has been a struggle to ensure hoteliers are aware and take advantage of the services PVT provides.

The following steps will be taken in order to re-connect and increase engagement:

- Host quarterly hotel mixers inviting general managers, sales managers and front desk staff to network and learn more about PVT in a casual format
- Staff and Board members to meet individually with less engaged hotels to find ways to encourage involvement and/or understand their objectives when soliciting room night generating events

EVALUATE AND REFINE EXISTING ROEBBELEN CENTER EVENTS

Weekends in the RC continue to attract high demand with only a handful of open weekends which traditionally fall on holidays such as Thanksgiving, Christmas and New Year's. With a fully booked schedule and more demand than availability, we will look to evaluate the room night production of current events to ensure maximum utilization and return for PVT hotels. To properly analyze the events, we will consider the following components:

- How many times had the event been held onsite?
- Were there any COVID restrictions that may have impacted the success of the event?
- Was there leakage of room nights outside of PVT hotels? If so, how can we capture more within our footprint?
- Did the organizer track and report room nights?
- Was the facility used at maximum capacity, all courts being utilized or is there still room for growth?

With the exception of a few COVID-daunted events, 2022 was almost PERFECT! There were some instances of first and second quarter events whose participation numbers fell short but overall, organizers were very pleased and eager to return and grow in 2023. To follow is a summary of some RC bookings that had a positive impact on hotel occupancies in 2022:

Volleyball:

Volleyball has swiftly become the #1 room night generator for Placer Valley hotels. As of October 31, 2022, volleyball events have generated 7,039 room nights for Placer Valley hotels.

The RC with its 24 volleyball courts is highly sought after by volleyball organizations. In 2022, 12 girls' tournaments and 3 boys' tournaments were hosted by the following organizations:

- Northern CA Volleyball Association, (NCVA)

- Elite Event Partners, (EEP)/West Coast Volleyball Association, (WCVBA)
- Hype Nation Volleyball/Showtime Events

** Due to the Mosquito Fire, two NCVA boys' tournaments were relocated to Sacramento*

NCVA falls under the sanctioning body of USA Volleyball, (USAV), whereas Hype Nation and EEP fall under Junior Volleyball Association, (JVA). Both organizations are highly competitive and eager to secure more dates. However, over-saturation of too many “same sport” events will result in a lack of interest by participants resulting in fewer out-of-town travelers. Furthermore, the diversification of sports and host organizations has been paramount to PVT’s success thus far and will continue to be the case moving forward.

Basketball:

Much like volleyball, basketball is an obvious fit for the RC which features 12 state-of-the-art courts. PVT initially went into 2022 with 7 confirmed basketball events but will end the year having hosted 1 camp and 9 tournaments. And as a bonus, recently added West Coast Elite – The Finals, will occur in the shoulder month of November, 2022.

Of the 9 tournaments booked, all but one was sponsored by a major athletic brand, i.e.: Adidas, Zero Gravity, Nike, and Under Armour. Five of the 9 were NCAA certified events which is HUGE for amateur events. Having a venue and destination that attracts such prominent events, elite athletes and college recruiters, is something to be truly proud of.

With basketball being half the size of volleyball events (12 courts vs 24 courts), it generally does not produce the same room night numbers as volleyball but does fit well into some hotel need periods like July and November when volleyball is not in season. As of October 31, 2022, basketball events hosted at the RC have generated 1344 room nights with more to add following the November tournament.

Cheer:

JAMZ was the RC's first event of 2022 but unexpectedly had to cancel when participation numbers suddenly declined and host organization staff fell ill to COVID. But in February, Varsity Spirit Brands filled the RC with high energy and generated 244 room nights!

Up next, JAMZ bounced back with a vengeance in mid-November to host the LARGEST Cheer event ever inside the RC with a mere 245 teams on day two of the competition.

Moving into December, Varsity Spirit returns to host the final cheer event of the year. Upon the conclusion of this event, it is estimated that Cheer will likely generate 500+ shoulder month room nights for Placer Valley hotels.

Gymnastics:

Byer's Gymnastics returned in January to host the 2nd Annual Rose Gold Classic, (RGC). Although the event was fairly well attended, only 67 room nights were tracked leaving opportunity for much improvement in 2023.

In addition to RGC, Byer's was selected to host the USA Gymnastics Level 6/7 Regional Championship, April 21-23, 2023. This competition will attract gymnasts from 5 states. There will be 8 sessions and 500+ competing gymnasts per day. The expectation for room nights is estimated to be around 500.

IMPROVE ROOM TRACKING PROCEDURES

Room night tracking data provides us with information to measure the success of events, pay grant incentives to event organizers and provide crucial event development funding up to and including capital investments. In 2008, when room tracking became a key component of PVT, we worked with 17 events, compared to 2022 where we are anticipating nearly 400 events. Unfortunately, many of the methods we used in 2008 to report, track and analyze data are still being used today. The sheer volume of events and manual entry system consumes a great amount of staff time for both PVT and hoteliers

alike. While this is an ongoing issue for the industry and highly likely to always have its challenges, here are some steps we will seek to accomplish in 2023:

- Research software to manage the work flow of grant process and procedures
- Refresh and update training guides for hotel trackers and event lead portal
- Increase usage of tracking surveys and digital QR codes to reduce manual system
- Reconnect with the website/lead portal company to understand and research possible reporting capabilities

INCREASE COMMUNITY AWARENESS

PVT is a small but mighty team that accomplishes a lot while bringing major national events to Placer Valley. The 24 hotels that represent the PVT footprint of Roseville, Rocklin and Lincoln drive a tremendous amount of economic impact for the three cities. While our direct partners are aware of when these major events occur, a large majority of the community is not and it's time to be vocal as the champion for sports tourism and the hotel industry. To follow are some of the strategies we will use to increase the awareness of PVT's current and future projects and goals:

- For major events, we will work with PVT hotels to install customized "Welcome" and "Things to Do" posters in their lobbies to greet attendees as they arrive. This will provide a sense of arrival and importance to attendees, engage hotel staff and provide a level of connection between all parties.
- Encourage Board of Directors and staff involvement at community, chamber and city events/meetings to increase visibility, awareness and recognition. Lean on them as stewards of this organization.
- Continue to champion for sports tourism generating facilities and the economic impact of the hotel industry.

EVALUATE AND EXPAND CURRENT MARKETING PROGRAMS

In 2022, PVT saw some nominal success in our digital marketing as we did our first-ever targeted email campaign in association with Sports Destination Management (a national sports tourism publication) that also included a digital ad redirecting campaign. As we monitor the success of the programs, we will continue to look for new digital campaigns with a targeted focus while also evaluating the print campaigns that we have done in the past.

Thanks to COVID, the reemergence of QR and UTM tracking codes, have proven to be helpful tools in tracking the return-on-investment in real time. Increased social media ads and Google ads will be another tool we will look at to create specific messaging and content to drive traffic to our social platforms and website. As always, working to increase traditional media coverage to drive awareness to our content will be an ongoing task. The key elements we look to market in different campaigns are:

- THE Northern California Youth Sports Destination!
- Suburban market, clean, safe, family friendly
- Things to Do, Area Amenities
- Sports Tourism Facilities (Roebbelen Center, City of Roseville soccer complex, etc.)

 PLACER VALLEY Tourism Enriching Communities 2023 Budget									
			2023 Budget		2022 Budget		Budget 2023 vs 2022 Projections		Budget 2023 vs Budget 2022
Revenues									
	Net Hotel Assessment to PVT	1	2,386,971		2,564,871		3,640,687	-290%	(177,900) -7%
Other Revenues:									
	7010 · Interest Income		1,800		600		1 0%	1,200 200%	
	7020 · Miscellaneous		-		-		- 0%	- 0%	
	<i>Subtotal</i>		1,800		600		1 0%	1,200 200%	
	TOTAL REVENUES		2,388,771		2,565,471		3,640,688 -291%	(176,700) -7%	
Expenses									
Projects:									
	4100 · Marketing	2	157,000		140,000		11,534 8%	17,000 12%	
	4140 · Tourism Study		12,500		12,000		330 3%	500 4%	
	4160 · Professional Development		12,000		11,000		472 4%	1,000 9%	
	4250 · Event Support	3	400,000		400,000		131,206 49%	- 0%	
	4550 · Board/Staff Development		18,000		20,000		4,450 33%	(2,000) -10%	
	4800 · Web Site		23,000		25,000		1,721 8%	(2,000) -8%	
	4900 · Community Events		65,000		65,000		1,147 2%	- 0%	
	<i>Total Projects</i>		687,500		673,000		150,861 28%	14,500 2%	
Payroll Expenses:									
	2210-2700 · Salaries & Hourly Wages		457,948		552,000		18,830 4%	(94,052) -17%	
	2300-2400 · Payroll Taxes & Workers Comp		45,394		50,000		1,555 4%	(4,606) -9%	
	2450 · Incentive		27,916		70,000		(50,151) -64%	(42,084) -60%	
	2500-2600 Employee Benefits		63,125		75,000		3,466 6%	(11,875) -16%	
	2650 · Temp Labor		-		-		(15,525) -100%	39,801 0%	
	<i>Total Payroll</i>		594,383	-	747,000	-	(41,826) -7%	67,727 9%	

 PLACER VALLEY <i>Tourism Enriching Communities</i>									
			2023 Budget		2022 Budget		Budget 2023 vs 2022 Projections		Budget 2023 vs Budget 2022
<i>Operations:</i>									
	3090 · Common Area Maintenance/Assoc Dues		12,500		14,000		79	1%	(1,500) -11%
	3110 · Janitorial/Maintenance		3,000		7,000		167	6%	(4,000) -57%
	3200 · Utilities		7,000		7,000		1,635	30%	- 0%
	3300 · Telephone		6,500		8,500		2,506	63%	(2,000) -24%
	3155 · Office Supplies		19,600		7,000		10,363	112%	12,600 180%
	3400 · Insurance-Liability/D&O		7,000		6,500		407	6%	500 8%
	3600 · Postage and Delivery		500		600		93	23%	(100) -17%
	3700 · Accounting and Payroll		4,500		5,700		877	24%	(1,200) -21%
	3990 · Property Tax		7,500		7,000		289	4%	500 7%
	3810 · Dues and Subscriptions		11,000		10,000		248	2%	1,000 10%
	3820 · Legal and Professional Services		39,500		40,000		(19,756)	-33%	(500) -1%
	3831 · Expense Reimbursement-Travel		14,000		14,000		5,543	66%	- 0%
	3832 · Expense Reimbursement-Meals		10,000		10,000		7,220	260%	- 0%
	3850 · Audit Fee		25,000		7,000		10,000	67%	18,000 257%
	3900 · City of Roseville Admin Fee		3,500		3,500		700	25%	- 0%
	<i>Total Operations</i>	4	171,100		147,800		20,372	14%	23,300 16%
	<i>SUBTOTAL EXPENSES</i>		1,452,983		1,567,800		129,407	10%	(114,817) -7%
<i>Special Projects:</i>									
	4855 · Major Projects Rollover		-		25,000		(250,000)	-100%	(25,000) -100%
	4880 · Major Projects		500,000		500,000		250,000	100%	- 0%
	4881 · Speedway Project	5	25,000		25,000		25,000	0%	- 0%
	4882 · Long Fields Reimbursement		250,000		250,000				- 0%
	<i>Total Special Projects</i>		775,000		800,000		25,000	3%	(25,000) -3%
<i>Grand Total Expense</i>			2,227,983		2,367,800		154,407	7%	(139,817) -6%
<i>Revenue Over Entire Expense</i>			160,788		197,671		(1,000,393)	-86%	(36,882) -19%



 PLACER VALLEY <i>Tourism Enriching Communities</i>										
			2023 Budget		2022 Budget		Budget 2023 vs 2022 Projections		Budget 2023 vs Budget 2022	
Statistics										
Hotel Assessments to PVT										
	Roseville		3,566,056		3,598,322		(115,439)	-3%	(32,266)	-1%
	Rocklin		800,566		855,254		-	0%	(54,688)	-6%
	Lincoln		155,779		169,501		-	0%	(13,722)	-8%
	Total		4,522,401		4,623,077		(115,439)	-2%	(100,676)	-2%
	Less Bond Payment		2,135,430		2,058,206		78,009	4%	77,224	4%
	Total		2,386,971		2,564,871		(193,448)	-7%	(177,900)	-7%
Room Nights:										
	Roseville		548,624	79%	553,588	78%	(12,131)	-2%	(4,964)	-1%
	Rocklin		123,164	18%	131,578	18%	-	0%	(8,414)	-6%
	Lincoln		23,966	3%	26,077	4%	-	0%	(2,111)	-8%
	Total		695,754	100%	711,243	100%	(12,131)	-2%	(15,489)	-2%
Note Receivable Loan to ATG										
Comments										
1	Hotel Assessments - Statistics reflect the net amount after the deduction of the quarterly Bond payments. Hotel Room Nights were forecasted flat to 2022 and with the reduced inventory of 24 hotels in the footprint.									
2	Marketing increases are for additional Collateral for local campaigns and return to Trade Show participation.									
3	Event Support increases are due to anticipated rise in Events Grants with more events and attendees and Event Development & Support expenses to encourage continued									
4	Operations includes purchase of new conference tables and executive desk and potential increased use of outside accounting services.									
5	An expense line has been added dedicated to Speedway expenses to include a feasibility study.									



COUNCIL COMMUNICATION

CC #: 2569

File #: 0709

Title: Homeless Outreach Worker - Contract Amendment
Contact: Suzanne Acrell 916-774-5469 sacrell@roseville.ca.us

Meeting Date: 3/1/2023

Item #: 6.4.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council approve the Homeless Outreach Worker Contract Amendment between Placer County Adult System of Care and the City for the extension of the contract from December 31, 2022 to December 31, 2023 and adopt a resolution authorizing the City Manager to execute it.

BACKGROUND

In 2018, the City partnered with Placer County to hire a part-time Homeless Outreach Worker to work with the Roseville Police Department Social Services Unit and assist with outreach to members of the community who are experiencing homelessness. Through this position, individuals were connected to housing, shelter, and services, including chronically homeless individuals who obtained permanent housing through the Mainstream voucher program. Based on further research and best practices, as well as discussions with the Downtown Roseville Partnership (DRP)'s Clean and Safe Committee, it was concluded additional outreach staff would make an impact and decrease instances of local homelessness. Through consistent outreach, these workers/navigators are able to:

- build relationships with individuals who may have a difficult time trusting others due to life history, mental illness, trauma;
- connect people to the services and housing they need when they are seeking help; and
- be responsive to the business community by reaching out to individuals in the downtown area.

In 2019, in partnership with the DRP and Placer County, the City Council approved the Placer County Homeless Outreach Worker Contract. The contract funded hiring two 28-hour/week Homeless Outreach Workers to be embedded with the Roseville Police Department Social Services Unit and complete outreach with the unit's Problem-Oriented Policing (POP) Officers in Downtown Roseville and other identified areas. This partnership has proven to be mutually beneficial and has strengthened the Homeless Liaison Team between Placer County, Roseville Police Department's Social Services Unit, and the Downtown Roseville Partnership. The program was funded as follows:

- DRP - \$20,000 per year for two years

- Placer County - \$40,000 per year for two years
- City of Roseville - \$20,000 per year for two years

Due to the time it took to hire staff, the outreach workers did not begin working until early fall of 2020. In July 2021 the contract was extended from June 30, 2021 to December 31, 2022 due to available excess funds. Although the intention was to hire two part-time outreach workers, staffing levels have only allowed for one part-time outreach worker at a time. The 2023 Homeless Outreach Worker Contract Amendment requests to continue this position through December 31, 2023 and, due to continued excess funding, requires no additional funds.

FISCAL IMPACT

The City of Roseville originally funded the City's portion of this contract with Low and Moderate Income Housing Asset Fund (Low/Mod funds). No General Fund resources were used for the Homeless Outreach Worker Contract and no additional funding is being requested at this time.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) only applies to projects that 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,

Suzanne Acrell, Housing Analyst

Melissa Anguiano, Economic Development Director

ATTACHMENTS:

Description

Resolution 23-080

Contract Amendment

RESOLUTION NO. 23-080

APPROVING A CONTRACT AMENDMENT, BY AND BETWEEN THE CITY OF
ROSEVILLE AND THE COUNTY OF PLACER, AND AUTHORIZING THE CITY
MANAGER TO EXECUTE IT ON BEHALF OF
THE CITY OF ROSEVILLE

WHEREAS, a Contract Amendment, regarding providing homeless outreach services within the downtown area, between the City of Roseville and the County of Placer, has been reviewed by the Council; and

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

CONTRACT AMENDMENT

Contract No.: CN001211AB

Begins: November 21, 2019

Administering Agency: Adult System of Care

Ends: December 31, 2022**2023**

Description: Second amendment to this contract between City of Roseville, a municipal corporation, hereinafter referred to as "CITY" and the County of Placer, hereinafter referred to as "COUNTY," to extend the term of the contract to December 31, 2022**2023**. All of these changes are reflected in Exhibit ~~B-1~~**B-2**.

WHEREAS, COUNTY and CITY wish to further identify and outreach with individuals who are homeless and in need of housing coordination and services; and

WHEREAS, CITY has received \$20,000 per year for two years from the Downtown Roseville Partnership (DRP) to provide outreach services within the downtown area; and

WHEREAS, COUNTY has experience in the identification and hiring of outreach workers in other homeless services programs as well as overseeing case management for adults within Adult System of Care programs; and

WHEREAS, CITY has experience in identifying individuals and families who are homeless and in need of connection to services in Roseville and has previously coordinated with other County contracts in utilizing homeless outreach workers; and

WHEREAS, funding hasn't yet been expended and both parties agree to extend the term of the current agreement to allow funding to be fully utilized, and

WHEREAS, it is understood and agreed by and between the parties of this Agreement that they wish to enter into this Agreement in order to provide a full and complete statement of their respective responsibilities during the term of this Agreement, and

Therefore, in consideration of the mutual covenants and agreements of this Agreement, effective November 21, 2019, the following amendment is made to the original contract, additions are shown in bold italics, deletions are shown in strike-through:

4. **PAYMENT:** CITY shall pay to COUNTY as full payment for all services rendered pursuant to this Agreement in the amount set forth in Exhibit ~~B-1~~**B-2**, titled Payment Provisions. The payment specified in Exhibit ~~B-1~~**B-2** shall be the only payment made to COUNTY for services rendered pursuant to this Agreement. The total amount of this contract and payments made under this Agreement shall not exceed ~~Forty Thousand Dollars (\$40,000) per year,~~ ***EIGHTY THOUSAND DOLLARS (\$80,000) in total.*** This payment shall be a match with COUNTY funding ***in an amount not to exceed \$80,000*** ~~of Forty Thousand Dollars (\$40,000) per year, which together shall provide Eighty Thousand Dollars (\$80,000) per year, for this Agreement,~~ which shall be inclusive of all COUNTY costs, including, but not limited to travel, transportation, lodging, meals, supplies, and incidental expenses except as otherwise might be specifically set forth in this Agreement. COUNTY shall use all moneys received under this Agreement in conformity with the provisions of 24 CFR Part 570, issued by the United States Department of Housing and Urban Development (HUD) (Administrative Regulations for CDBG) and the applicable provisions of 2 CFR 200: Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (both provided to COUNTY electronically).
5. **EXHIBITS:** All exhibits referred to in this Agreement, and/or identified in the list of exhibits following the signature page, and / or otherwise attached to the Agreement are hereby incorporated herein by this reference and collectively, along with this base document, form the Agreement. In the event of any

conflict or inconsistency between provisions contained in the base agreement or exhibits such conflict or inconsistency shall be resolved by giving precedence according to the following priorities: Exhibit A, Exhibit ~~B-1B-2~~, base agreement, then followed by any remaining exhibits. Responsibilities and obligations mandated by federal or state regulations or otherwise at law shall be liberally construed to meet legal requirements. Responsibilities and services of COUNTY identified in more than one location will be construed such that the provisions mandating the greater obligations shall control.

7. **CONTRACT TERM:** This Agreement shall remain in full force and effect from November 6, 2019 through December 31, ~~2022~~**2023**. Contract provisions that contain report deadlines or record obligations which occur after contract termination survive as enforceable continuing obligations.
14. **NOTICES:** All notices required or authorized by this Agreement shall be in writing and shall be deemed to have been served if delivered personally or deposited in the United States Mail, postage prepaid and properly addressed as follows. Changes in contact person or address information shall be made by notice, in writing, to the other party.

If to COUNTY: ~~Jeffrey S. Brown, M.P.H., M.S.W., Director~~
 Robert L. Oldham, Director
 Placer County Dept. of Health and Human Services
 3091 County Center Drive, Suite 290
 Auburn, CA 95603
 HHSContracts@placer.ca.gov

If to CITY: ~~Laura Matteoli, Economic Development Director~~
 Melissa Anguiano, Economic Development Director
 City of Roseville
 311 Vernon Street
 Roseville, CA 95678

// Signatures on the following page

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement as of the day first above stated:

CITY OF ROSEVILLE
("CITY")

Dominick Casey, City Manager

Date: _____

Approved as to Form
City Attorney's Office

Date: _____

COUNTY OF PLACER
("COUNTY")

Robert L. Oldham, Director,
Department of Health & Human Services

Date: _____

Approved as to Form
Office of Placer County Counsel

Date: _____

With the exception of Exhibit B-2 and Exhibit E, exhibits are not attached. Please reference original agreement to view the exhibits that have not changed.

EXHIBITS:

Exhibit ~~B-1~~**B-2** – Payment Provisions

Exhibit E - Information Security Requirements

PAYMENT PROVISIONS

CITY will fund COUNTY in the amount of ~~Forty Thousand Dollars (\$40,000)~~ per year, ***for the duration of the agreement in an amount not to exceed Eighty Thousand Dollars (\$80,000)***, for staff costs in support of the outreach worker positions as outlined in the Scope of Work, Exhibit A. Additionally, CITY shall provide up to one license to Homeless Outreach Worker positions for the Homeless Management Information System (HMIS) over the span of this Agreement. The total contractual obligation for this Agreement shall not exceed ~~Forty Thousand Dollars (\$40,000)~~ per year ***Eighty Thousand Dollars (\$80,000)*** during the term of this Agreement.

Information Security Requirements**1. Data Location**

- 1.1. The CONTRACTOR shall not store or transfer non-public COUNTY data outside of the United States. This includes backup data and Disaster Recovery locations. The CONTRACTOR will permit its personnel and contractors to access COUNTY data remotely only as required to provide technical support. (Remote access to data from outside the continental United States is prohibited unless approved in advance and in writing by the County.)
- 1.2. The CONTRACTOR must notify the COUNTY in advance and in writing of any location changes to CONTRACTOR's data center(s) that will process or store County data.

2. Data Encryption

- 2.1. For all COUNTY data, the CONTRACTOR shall encrypt all non-public **data in transit** regardless of the transit mechanism.
- 2.2. For all COUNTY data, if the CONTRACTOR stores sensitive personally identifiable or otherwise confidential information, this data shall be **encrypted at rest**. Examples are social security number, date of birth, driver's license number, financial data, federal/state tax information, and hashed passwords.
- 2.3. For all COUNTY data, the CONTRACTOR's encryption shall be consistent with validated cryptography standards as specified in National Institute of Standards and Technology Security Requirements as outlined at <http://nvlpubs.nist.gov/nistpubs/Legacy/SP/nistspecialpublication800-111.pdf>

3. Sub-Contractor Disclosure

- 3.1. The CONTRACTOR shall ensure its subcontractors, vendors, agents, and suppliers acting on behalf or, or through CONTRACTOR comply with all COUNTY Information Security Requirements.

4. Business Continuity

- 4.1. CONTRACTOR shall provide and maintain a business continuity and disaster recovery plan that achieves the County's Recovery Time Objective (RTO) and Recovery Point Objective (RPO), as set forth below, and specifically incorporated herein.
 - 4.1.1. Recovery Time Objective is the duration of time within which a service, business process or application must be restored after an outage to avoid unacceptable consequences associated with a break in continuity of business
 - 4.1.2. Recovery Point Objective is the maximum acceptable amount of data loss after an unplanned outage expressed as an amount of time. Example: If RPO is 4 hours, only a maximum of 4 hours worth of data can be lost. Backups should be maintained at intervals of every 4 hours.

5. Breach Notification

- 5.1. CONTRACTOR shall notify the COUNTY's contract administrator concerning any breach of COUNTY data or any data incident involving CONTRACTOR's data in which the security of COUNTY data systems may be compromised within 24 hours of the breach or incident.



COUNCIL COMMUNICATION

CC #: 2567

File #: 0721

Title: Fiscal Year 2022-23 Transportation Development Act Claim
Contact: Cameron Schreiter 916-746-1302 ctschreiter@roseville.ca.us

Meeting Date: 3/1/2023

Item #: 6.5.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council:

1. Adopt a resolution to approve the Fiscal Year (FY) 2022/23 Transportation Development Act (TDA) claim in the amount of \$13,466,680 and authorize the City Manager or his designee to execute the claim on behalf of the City; and
2. Approve payment of FY2022-23 LTF funds to Placer County Transportation Planning Agency in the amount of \$56,250 for the PCTPA Funding Strategy Outreach program.

BACKGROUND

The Placer County Transportation Planning Agency (PCTPA) has adopted the FY2022/23 Final Findings of Apportionment for the Local Transportation Fund (LTF), State Transit Assistance (STA), and Senate Bill 1 (SB1) State of Good Repair (SGR). Together, these programs comprise the Transportation Development Act (TDA) resources.

LTF revenue comes from a 1/4 cent sales tax in Placer County and is used for local transportation programs. The adopted LTF apportionment resulted in \$11,764,381 in LTF available to Roseville for FY2022-23. In FY2022-23, staff is recommending that \$2,689,720.82 of LTF be claimed for use in the Transportation Fund to support the City's bikeway and Transportation Systems Management (TSM) programs, and capital projects. The FY2022-23 claim also includes \$9,074,660.18 for use in the Transit Fund to support transit operations and capital expenses. Of the City's LTF revenue, \$56,250 is recommended to be paid to Placer County Transportation Planning Agency for the PCTPA Funding Strategy Outreach program to increase public awareness and understanding of transportation needs and funding challenges.

STA revenue is derived from state diesel fuel excise taxes with augmentation from SB1 funds. STA funds are applied to administration, operations, maintenance, and capital projects for the City's transit system. The total STA funds available to Roseville in FY2022-23 is \$1,504,103.

SB1's State of Good Repair (SGR) program provides needed funding towards maintenance of the Roseville Transit bus fleet. The SGR program is funded by a portion of the State

Transportation Improvement Fee on vehicle registrations. The amount of SGR funds available to Roseville in FY2022-23 is \$198,196.

FISCAL IMPACT

The TDA claim provides a total of \$13,466,680 in revenues to the Transportation and Transit Fund programs and projects. A payment of \$56,250 is recommended to Placer County Transportation Planning Agency for the PCTPA Funding Strategy Outreach program. 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. Submission of the FY2022/23 Transportation Development Act Claim action meets the above criteria and is not subject to CEQA. No additional environmental review is required.

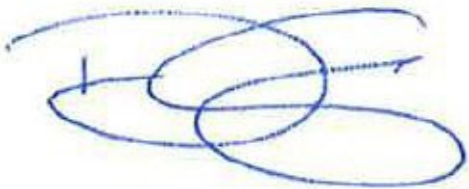
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal A - Remain fiscally responsible in a changing world

Respectfully Submitted,

Cameron Schreiter, Transportation Grants Analyst

Jason Shykowski, Public Works Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 23-078

FY2022-23 TDA Claim Worksheet

FY23 Financial Plan Worksheet

FY 22 CHP Inspection Audit

FY23 Annual Project and Financial Plan

FY 23 LTF Claim Form

FY 23 SGR Claim Form

FY 23 STA Claim Form

FY23 TDA Compliance Checklist

RESOLUTION NO. 23-078

APPROVING AND AUTHORIZING EXECUTION OF THE 2022/23 TRANSPORTATION
DEVELOPMENT ACT CLAIMS TO THE PLACER COUNTY TRANSPORTATION
PLANNING AGENCY

WHEREAS, the California Public Utilities Code, commencing with Section 99200, and Title 21 of the California Code of Regulations, commencing with Section 6600, authorize local transportation funding available through the Local Transportation Fund and State Transit Assistance Fund established by the Transportation Development Act; and

WHEREAS, the Placer County Transportation Planning Agency is responsible for reviewing and approving annual transportation claims, and for making allocations from the Local Transportation Fund and State Transit Assistance Funds;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Roseville hereby authorizes and directs the City Manager to execute the FY2022/23 Transportation Development Act Claims in the amount of \$13,466,680 to the Placer County Transportation Planning Agency as follows:

1. Local Transportation Funds for public transportation system purposes as authorized by Article 4, commencing with Section 99260 of the California Public Utilities Code and for streets and roads purposes authorized by Article 8, commencing with Section 99400 of the California Public Utilities Code, in an aggregate amount not to exceed \$11,764,381.
2. State Transit Assistance Funds for transit operations, as authorized by Section 99313 and Section 99314 of the California Public Utilities Code, Chapter 4, Article 6.5, in an aggregate amount not to exceed \$1,504,103.
3. State of Good Repair Funds for transit maintenance as provided by in Senate Bill 1, in an aggregate amount not to exceed \$198,196.

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

PLACER COUNTY TRANSPORTATION PLANNING AGENCY TRANSPORTATION DEVELOPMENT ACT CLAIM WORKSHEET

FISCAL YEAR: 2022/23

CITY/COUNTY OF: City of Roseville

Part 1 of 4

ESTIMATED PUBLIC TRANSIT REVENUES AND EXPENSES FOR FISCAL YEAR 2021/22

I. FY 2021/22 AVAILABLE RESOURCES

A. Carryover from prior fiscal year (Unexpended prior year transit cash receipts held in claimants treasury as of June 30, 2021. From TDA Financial Audit Report)	\$ 4,020,176.00
B. Interest Earnings through June 30, 2021.	
C. Federal Grants & Reimbursements received in 2021/22:	
1. FTA Planning Assistance	\$ -
2. FTA Operating Assistance	\$ -
3. FTA Capital Assistance	\$ -
4. Other (list) American Rescue Plan Act	\$ 2,450,815.00
D. State Grants (Source/Amount):	\$ -
1. LCTOP- Corp Yard Chargers	\$ 381,000.00
E. Local Cash Grants:	
1. LTF-Operations (PUC 99260a; Article 4)	\$ 4,463,149.83
2. LTF-Capital (PUC 99260a; Article 4)	\$ 3,727,947.00
3. LTF-Community Transit Services(PUC 99275; Article 4.5)	\$ -
4. LTF-Contracted Transit Service (PUC 99400c; Article 8c)	\$ -
5. LTF-Capital Reserve Contribution (CCR 6648)	\$ -
6. LTF-Capital expenses for contracted transit services (PUC 99400e; Article 8e)	\$ -
7. STAF-Operations (CCR 6730a)	\$ 1,251,860.00
8. STAF-Capital (CCR 6730b)	\$ -
9. STAF-Community Transit Services (CCR 6730d; <CTSA>)	\$ -
10. STAF-Contracted Service (CCR 6731b)	\$ -
11. SGR-Capital (CCR 6730b)	\$ 183,081.00
12. Other (list) _____	\$ -
F. Operating Revenues:	
1. Passenger Fares	\$ 247,986.93
2. Charters	\$ -
3. Other (list) _____	\$ (303,407.80)

G. Other Revenues	\$ 573,526.84
H. TOTAL FY 2021/22 AVAILABLE RESOURCES (A+B+C+D+E+F+G)	\$ 16,615,134.80

II. FY 2021/22 PROJECTED EXPENSES & USES

I. Personnel	
1. Administrative Salaries and Wages	\$ 505,353.00
2. Operating Salaries and Wages	\$ -
3. Other Salaries and Wages	\$ -
4. Fringe Benefits	\$ 301,945.00
J. Services and Supplies	
1. Professional Services	\$ 45,000.00
2. Maintenance Services	\$ 1,125,368.00
3. Other Services	\$ (44,000.00)
4. Vehicle Materials & Supplies	\$ 680,500.00
5. Utilities	\$ 7,175.00
6. Insurance	\$ 50,605.00
7. Purchased Transit Services	\$ 3,647,031.00
8. Facility Services/System Repair & Maintenance	\$ 54,414.00
9. IT Services	\$ 123,872.00
10. Other Materials and Supplies	\$ 107,670.00
11. Indirect Costs & Other Costs Reimbursed	\$ 283,389.00
12. Miscellaneous Cash Over/Short, Uncollectible	\$ -
13. Interest	\$ -
14. Leases & Rentals	\$ -
K. Capital Assets (Itemize)	
1. Taylor Rd Commuter Bus Stop	\$ 80,613.00
2. Transit Plan Update	\$ 145,617.00
3. Commuter Bus Replacement	\$ 200,000.00
4. On-Board Technology	\$ 150,000.00
5. IT Tech Replacement Projects	\$ 8,528.00
6. Bus & Car Wash	\$ 34,493.00
7. Purchase Seven New Zero Emission Commuter Buses	\$ 9,960.00
8. Purchase Eight Replacement Dial-a-Ride Buses	\$ 10,000.00
9. Fleet Services Steam Cleaner	\$ 2,951.00

10. AT-Housing Front Counter Security Renovation	\$ 87,888.00
11. South Placer Express Bus Service Capital	\$ 180,000.00
12. South Placer Express Bus Service Operations	\$ 1,021,799.00
12. Corp Yard Bus Charging Depot	\$ 1,901,931.00
13. Capital Outlay - Vehicles (Non-Revenue)	\$ 178,200.00
14. Capital Outlay - Equipment (Bus Shelter Replacement)	\$ 43,000.00
L. Other Uses:	
Capital Outlay Reserve Contribution (CCR 6648)	\$ -
2. Operational & Capital Reserve	\$ 2,500,000.00
M. TOTAL FY 2021/22 EXPENSES & USES (I+J+K+L)	\$ 13,443,302.00
N. Estimated Deferred Revenue as of June 30, 2022 (H-M)	\$ 3,171,832.80

Part 2 of 4

BUDGETED PUBLIC TRANSIT REVENUES & EXPENSES FOR FISCAL YEAR 2022/23

I. FY 2022/23 NON-TDA BUDGETED RESOURCES & DEFERRED REVENUE

A. Carryover from prior fiscal year (Unexpended prior year transit cash receipts held in claimants treasury as of June 30, 2022-- From Part 1, line N)	\$ 3,171,832.80
B. Interest earnings through June 30, 2022	\$ 65,912.00
C. Federal Grants & Reimbursements	
1. FTA Planning Assistance	
2. FTA Operating Assistance	\$ -
3. FTA Capital Assistance	\$ -
4. Other (list) <u>COVID-19 , FTA CARES ACT, FTA ARPA</u>	\$ 460,377.64
D. State Grants (Source/Amount):	
1. State Transit Assistance	\$ 1,251,860.00
2. LCTOP - Zero Emission Charging Depot	\$ 98,226.00
3. LCTOP - South Placer County Transit Projects- Operations	\$ 788,201.00
E. Local Non-TDA Cash Grants:	
1. South Placer Regional Transportation Authority (SPRTA)	\$ 136,816.00
2.	\$ -

3.	\$ -
F. Operating Revenues:	
1. Passenger Fares	\$ 368,074.36
2. Charters	\$ -
3. Other (list) _____	\$ 251,842.25
G. Other Revenues	
1.	\$ 524,948.23
H. TOTAL FY 2022/23 CARRYOVER & NON-TDA BUDGETED RESOURCES (A+B+C+D+E+F+G)	\$ 7,118,090.28

I. TOTAL FY 2022/23 CARRYOVER & NON-TDA BUDGETED RESOURCES (From Line H)	\$ 7,118,090.28
II. FY 2022/23 PROJECTED EXPENSES & USES	

J. Personnel:	
1. Administrative Salaries and Wages	\$ 462,078.00
2. Operating Salaries and Wages	\$ -
3. Other Salaries and Wages	\$ -
4. Fringe Benefits	\$ 319,491.00
K. Services and Supplies:	
1. Professional Services	\$ 45,000.00
2. Maintenance Services	\$ 996,668.00
3. Other Services	\$ (44,000.00)
4. Vehicle Materials & Supplies	\$ 680,000.00
5. Utilities	\$ 6,525.00
6. Insurance	\$ 50,605.00
7. Purchased Transit Services	\$ 3,647,031.00
8. Facility Services / System Repair & Maintenance	\$ 103,414.00
9. IT Services	\$ 123,872.00
10. Other Materials and Supplies	\$ 106,170.00
11. Indirect Costs & Other Costs Reimbursed	\$ 283,389.00
12. Miscellaneous Cash Over / Short, Uncollectible	\$ -
13. Interest	\$ -

14. Leases & Rentals	\$ -
L. Capital Assets (Itemize):	
1. Taylor Rd Commuter Bus Stop	\$ 74,715.00
2. Transit Plan Update	\$ 170,617.00
3. Commuter Bus Replacement	\$ 551,801.00
4. Bus Rehabilitation	\$ 10,000.00
5. On-Board BusTechnology	\$ 150,000.00
6. IT Replacement Projects	\$ 3,479.00
10. Automotive Services - Bus & Car Wash Replacement	\$ 6,182.00
11. Purchase Seven New Zero Emission Commuter Buses	\$ 5,018.00
12. Purchase Eight Replacement Dial-a-Ride Buses	\$ 30,000.00
13. Fleet Services Steam Cleaner Replacement	\$ 2,855.00
14. AT-Housing Front Counter Security Renovation	\$ 17,984.00
15. Microtransit Vehicle and Charger Purchase	\$ 700,000.00
16. Zero Emission Bus Depot Project	\$ 1,325,018.00
17. South Placer County Express Bus Service - Capital	\$ 925,630.00
18. South Placer County Express Bus Service Operations	\$ 233,598.00
19. Capital Outlay - Equipment (Bus Shelter Replacement)	\$ 40,000.00
M. Other Uses:	
1. Capital Outlay Reserve Contribution.(CCR 6648)	\$ -
2.Operational & Capital Reserve	\$ 2,500,000.00
N. TOTAL FY 2022/23 EXPENSES & USES (J+K+L+M)	\$ 13,527,140.00
O. Unfunded Balance (I - N)	\$ (6,409,049.72)

O. Unfunded Balance (I - N)	\$ (6,409,049.72)
III. FY 2022/23 TDA TRANSIT CLAIMS	

P. FY 2022/23 LTF TRANSIT CLAIMS:	
1. LTF-Operations (PUC 99260a; Article 4)	4,969,709.21
2. LTF-Capital (PUC 99260a; Article 4)	\$ 4,246,897.00
3. LTF-Community Transit Services (PUC 99275; Article 4.5)	\$ -
4. LTF-Contracted Transit Service (PUC 99400c: Article 8c)	\$ -

5. LTF-Capital Reserve Contribution (CCR 6648)	\$ -
6. LTF-Capital for contracted transit service (PUC 99400e; Article 8e)	\$ -
7. LTF- Planning Support (PUC 99402; Article 8a)	\$ 56,250.00
7. TOTAL LTF CLAIM (P1+P2+P3+P4+P5)	\$ 9,272,856.21
Q. FY 2022/23 STAF CLAIMS:	
1. STAF-Operations (CCR 6730a)	\$ 1,504,103.00
2. STAF-Capital (CCR 6730b)	\$ -
3. STAF-Community Transit Services (CCR 6730d) / CTSA	\$ -
4. STAF-Contracted Service (CCR 6731b)	\$ -
5. TOTAL STF CLAIM (Q1+Q2+Q3+Q4)	\$ 1,504,103.00
R. FY 2022/23 SGR CLAIMS:	
1. SGR-Capital (CCR 6730b)	\$ 198,196.00
2. TOTAL SGR CLAIM (R1)	\$ 198,196.00
S. TOTAL 2022/23 TRANSIT CLAIMS (P6 + Q5 + R2)	\$ 10,975,155.21

Part 3 of 4

ESTIMATED STREETS AND ROADS TDA EXPENDITURES FOR FISCAL YEAR

I. FY 2021/22 AVAILABLE TDA STREET AND ROAD RESOURCES	
A. Carryover from prior fiscal year (Actual Unexpended Prior Year TDA Streets And Roads Cash Receipts Held in Claimant's Treasury as of June 30, 2021. From TDA Fiscal Audits)	\$ 2,366,147.00
B. FY 2021/22 TDA Cash Receipts from LTF trust fund for streets and roads purposes (PUC 99400a).	\$ 8,901,698.00
C. Interest Earned on claimant TDA streets and roads cash balances through June 30, 2022.	\$ 47,917.00
D. Total FY 2021/22 Available TDA Street and Road Resources. (A+B+C)	\$ 11,315,762.00
D. Federal Grants	\$ 2,691,229.00
E. Capital Contributions	

F. Transfers In	
G. Other Revenue	
G. Construction	\$ 4,507,889.00
H. Equipment	\$ -
I. Transportation Planning Process (P.U.C. 99402)	\$ 225,000.00
I. Other - Indirect Costs	\$ 143,521.00
J. Capital Reserves	\$ 1,000,000.00
J. TOTAL FY 2021/22 EXPENDITURES (E+F+G+H+I)	\$ 5,876,410.00
K. Estimated Carryover of TDA Street and Road Revenues at June 30, 2022 (D-J)	\$ 5,439,352.00

Part 4 of 4

STREETS AND ROADS TDA BUDGET FOR FISCAL YEAR 2022/23

I. FY 2022/23 AVAILABLE TDA STREET AND ROAD RESOURCES	
A. Carryover as of June 30, 2022 (From Part 3, Line K.)	\$ 5,439,352.00
B. 2022/23 TDA Funds Available For Streets And Roads	
1. FY 2022/23 LTF Total Apportionment (From PCTPA)	\$ 11,764,381.00
2. FY 2022/23 LTF Transit Claim (From Part 2, Line P6)	\$ 9,272,856.21
3. Balance of 2022/23 LTF Apportionment (B1-B2)	\$ 2,491,524.79
4. FY 2022/23 LTF Apportionment To be Claimed for Streets and Roads Purposes Pursuant to PUC 99400a. (Can Not Exceed Line B3)	\$ 2,621,913.00
5. Other Revenue - TDA Bike & Ped Claims for FY23 Projects	
C. FY 2022/23 Estimated Interest Earned on TDA Cash Balances through June 30, 2023.	\$ 65,912.00
D. Total Estimated FY 2022/23 Available TDA Resources. (A+B4+C)	\$ 8,127,177.00
E. Other Available Revenue Sources for Streets and Roads	
1. Federal Grant Revenue	\$ 2,691,229.23
2. State Grant Revenue	\$ 124,058.00

3. Other Revenue - LTF Unreleased	\$ -
F. Total Available Revenue Sources for Streets and Roads (D+E1+E2+E3)	\$ 10,942,464.23
II. FY 2022/23 ESTIMATED EXPENDITURES	
H. Administration and Engineering	\$ 1,100,891.00
I. Maintenance	\$ 391,267.00
J. Construction	\$ 3,749,587.00
K. Equipment	\$ -
L. Transportation Planning Process (P.U.C. 99402)	\$ 124,058.00
M. Other - Indirect Costs	\$ 164,281.00
N. Capital Reserves	\$ 1,000,000.00
N. Total FY 2022/23 Estimated Expenditures (H+I+J+K+L+M)	\$ 6,530,084.00
O. Estimated Carryover as of June 31, 2023 (D-N)	\$ 1,597,093.00

Placer County Transportation Planning Agency

STA Qualifying Criteria Worksheet (PUC 99314.6)

FY 2022/23

Qualifying Criteria (Highlighted Cells Automatically Calculated)

	Recent FY <u>20/21</u> Op. Cost/Rev. Veh. Hr.	Prior FY <u>2019/20</u> Op. Cost/Rev. Veh. Hr.	Change in CPI	Allowable Increase	Standard Met?	% Difference between Actual and Target
A. Efficiency Standard 1 - Total Operating Cost/Revenue Vehicle Hour cannot exceed sum of prior year Total Operating Cost/Revenue Vehicle Hour and an amount equal to the product of the percentage change in CPI, multiplied by the preceding year's Total Operating Cost/Revenue Vehicle Hour. ⁽¹⁾	\$105.86	\$126.70	4.69%	\$132.65	Yes	-20%
	Recent Three FY <u>2018/19- 2020/21</u> Average Op. Cost/Rev. Veh. Hr.	Prior Three FY <u>2017/18- 2019/20</u> Average Op. Cost/Rev. Veh. Hr.	Change in CPI for Prior Three Years	Allowable Increase	Standard Met?	% Difference between Actual and Target
B. Efficiency Standard 2 - Average Total Operating Cost/Revenue Vehicle Hour in the latest three years cannot exceed the sum of the Average of the Total Operating Cost/Revenue Vehicle Hour in the three years preceding the latest year and an amount equal to the product of the average percentage change in CPI for the same period multiplied by the Average Total Operating Cost/Revenue Vehicle Hour in the same three years. ⁽²⁾	\$123.39	\$133.60	3.07%	\$137.70	Yes	-10%
C. If neither Efficiency Standard A or B are met, the lowest percentage by which the Total Operating Cost/Revenue Vehicle Hour Exceeded the target Amount. <u>This portion shall be used only for capital purposes.</u> ⁽³⁾						Not Applicable
D. The inverse of C shall be allowed for <u>operating purposes</u> .						Not Applicable

Note: (1) PUC Section 99314.6(a)(1)(A) as amended into the Transportation Development Act by SB 508 of 2015.

(2) PUC Section 99314.6(a)(1)(B) as amended into the Transportation Development Act by SB 508 of 2015.

(3) PUC Section 99314.6(a)(2) as amended into the Transportation Development Act by SB 508 of 2015.

Data Input (Do not input data into shaded cells)

Fiscal Year	2017/18	2018/19	2019/20	2020/21
A. Total Systemwide Operating Costs ⁽⁴⁾	\$6,936,414	\$6,978,248	\$6,229,434	\$5,368,126
B. TDA Allowed Exemptions/Exclusions ⁽⁵⁾				
1. Complementary Paratransit Services Costs which exceed prior year's costs adjusted for the CPI (PUC 99268.17) ⁽⁷⁾				
2A. Fuel costs which exceed prior year's costs adjusted for the CPI (PUC 99268.17)				
2B. Alternative fuel programs costs which exceed prior year's costs adjusted for the CPI (PUC 99268.17)				
2C. Power, including electricity costs which exceed prior year's costs adjusted for the CPI (PUC 99268.17)				
arising out of the operator's liability which exceed prior year's costs adjusted for the CPI (PUC 99268.17)				
2E. State and federal mandates which exceed prior year's costs adjusted for the CPI (PUC 99268.17)				
3. Startup costs for new services for a period of not more than two years.				
4. Costs required to operate demand-response and microtransit services that expand access to transit service beyond fixed route corridors. ⁽⁷⁾				
5. Costs of funding or improving payment and ticketing systems and services. ⁽⁷⁾				
6. Costs of security and public safety contracts. ⁽⁷⁾				
7. Any expense greater than the actuarially determined contribution associated with pensions and other OPEB required by GABS #68 and 75. ⁽⁷⁾				
8. Costs of planning for improvements in transit operations, integration with other operators and agencies, transition to zero-emission operations. ⁽⁷⁾				
Depreciation (PUC 99246)				
Charter Service Costs (PUC 99246)				
Vehicle Lease Costs (PUC 99246)				
Principal and interest payments on capital projects funded with certificates of participation (PUC 99247)				
Cost of "Extension of Services" (PUC 99268.8, 6619.1, 6633.8)				
Ridesharing Services Costs (PUC 99268.16)				
C. Adjusted Operating Costs	\$6,936,414	\$6,978,248	\$6,229,434	\$5,368,126

D. Revenue Vehicle Hours	50,824	50,709	49,165	50,709
E. Operating Cost per Revenue Vehicle Hour	\$136.48	\$137.61	\$126.70	\$105.86
F. Annual Percent Increase in Operating Cost per Revenue Vehicle Hour	N/A	1%	-8%	-16%
G. Consumer Price Index Value (CPI) for the State of California ⁽⁶⁾	273.844	281.247	286.388	299.815
H. Annual Percent Change in Consumer Price Index for the State of California	N/A	2.70%	1.83%	4.69%
I. Three-year Average Percent Change in Consumer Price Index for the State of California			3.07%	

Note:

(4) Refer to Annual TDA Financial Audit Report

(5) Refer to Annual TDA Financial Audit Report and/or actual TDA PUC reference to determine if exclusion applies. Updated per AB-149, July 16, 2021.

(6) CPI data from California Department of Industrial Relations, which uses the United State Department of Labor Bureau of Labor Statistics Data.
The August Statewide CPI index for all Urban Consumers is used per PUC Section 99314.6 (b)(3). Data source link <https://www.dir.ca.gov/OPRL/CAPriceIndex.htm>

(7) Definitions updated per AB-149, July 16, 2021.

These Values are used for Annual CPI (California Urban Consumers)		
Cal-August 2011	233.256	
Cal-August 2012	239.034	2.48%
Cal-August 2013	241.967	1.23%
Cal-August 2014	247.259	2.19%
Cal-August 2015	251.253	1.62%
Cal-August 2016	256.097	1.93%
Cal-August 2017	263.473	2.88%
Cal-August 2018	273.844	3.94%
Cal-August 2019	281.247	2.70%
Cal-August 2020	286.388	1.83%
Cal-August 2021	299.815	4.69%

For Use with Claim Financial Plan to determine Carrover Split bet Op and Cap & to validate Cost and Sources balance
FY20/21

TRANSIT \$ 3,937,960 \$ 1,118,937

Carryover Total		In Claim
OPS COSTS FY2021		\$ 1,964,529
Admin Wages	\$ 506,740	
Fringe	\$ 244,362	
Prof Svcs	\$ 40,000	
Maint Svcs	\$ 988,000	
Indirect Costs & Other Reimb.	\$ 185,427	
Operating Reserve		\$ 1,500,000
OPERATIONAL COSTS	\$ 3,464,529	

OP SOURCE OF FUNDS	In Claim
Interest Earnings from FY2020	\$ 68,567
Passenger Fares	\$ 750,072
Advertising/Other	\$ 142,000
LTF Article 4 FY21	\$ 2,537,005
SUBTOTAL	\$ 3,497,644
Carryover	\$ 2,937,960
OPERATIONAL REVENUE	\$ 6,435,604
OP Costs - OP Revenue	\$ (2,971,075)

For Use with Claim Financial Plan to determine Carrover Split bet Op and Cap & to validate Cost and Sources balance.
FY22/23

OPERATING COSTS	In Claim
Admin & Services	\$ 6,780,243.00
Operating Reserve	\$ 1,500,000.00
OPERATING COSTS	\$ 8,280,243.00

CAPITAL COSTS	In Claim
Transit Capital Projects	\$ 4,246,897.00
Capital Reserve	\$ 1,000,000.00
CAPITAL COSTS	\$ 5,246,897.00

TOTAL EXPENSES	IN CLAIM
	\$ 13,527,140.00

Total Carryover (OP+CAP)	\$ 173,585
--------------------------	------------

OPERATING SOURCES OF FUNDS	In Claim
Interest FY22	\$ 65,912
Passenger Fares	\$ 371,592
Advertising/Other	\$ 205,008
ARPA	\$ 1,990,334
LTF FY22	\$ 4,969,709
STA FY22	\$ 1,504,103
SUBTOTAL	\$ 9,106,658
Carryover	\$ (826,415)
OPERATING REVENUE	\$ 8,280,243

CAPITAL SOURCE OF FUNDS	In Claim
FTA Capital Assistance	\$ -
LTF FY22	\$ 4,048,701
SGR FY22	\$ 198,196
Carryover	\$ 1,000,000

CAPITAL REVENUE	\$ 5,246,897.00
	\$ -
TOTAL USES	IN CLAIM
	\$ 13,527,140.00

\$ 6,473,812.21 CLAIM

\$ 4,246,897.00 CLAIM

\$ 10,720,709.21 CLAIM

For Use with Claim Financial Plan to determine Carrover Split bet Op and Cap & to validate Cost and Sources balance.
FY22/23

STREETS & ROADS

Carryover Total \$ 5,439,352

COSTS

Administration & Engineering \$ 1,100,891
Maintenance/Materials/Supplies \$ 391,267
Construction \$ 3,749,587
Other - Indirect Costs \$ 164,281
Transportation Planning Process \$ 124,058

Subtotal \$ 5,530,084

Capital Reserves \$ 1,000,000

Total FY 21/22 Estimated Expenditures \$ 6,530,084

SOURCE OF FUNDS

Carryover as of 6/30/2022 \$ 5,439,352
LTF Article 8A FY23 \$ 2,621,913
LTF Transportation Planning Process Article 8A FY23 \$ 124,058
Interest FY2022 through 6/30/22 \$ 65,912
Federal Grants \$ 2,691,229
State Grants \$ -
Other Revenue

Subtotal \$ 10,942,464

FY2022 Unreleased held by PCTPA \$ -

TOTAL Streets & Roads Resources \$ 10,942,464

Less Costs \$ (6,530,084)

Est. Carryover FY23 \$ 4,412,380

\$ 10,942,464.00 Prior year carryover and FY 23 claim revenues
\$ 6,530,084.00 FY 23 expenses
\$ 4,412,380.00 balance
\$ - amount to release from FY 22
\$ 10,942,464.00 Total FY 23 revenue available
\$ - FY 22 Amount unreleased
\$ 2,621,913.00 FY 23 Amount unreleased
\$ 2,621,913.00 Total unreleased

\$ 2,621,913 LTF 8a Transp
\$ 124,058 LTF 8a Transp Planning
\$ 4,969,709 LTF 4 - Op TDA Claim Worksheet H173
\$ 4,048,701 LTF 4 - Cap TDA Claim Worksheet H174
\$ 11,764,381 LTF
\$ 1,504,103 STA
\$ 198,196 SGR
\$ 13,466,680 TOTAL CLAIM

\$ 2,745,971
\$ 9,018,410

STATE OF CALIFORNIA
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
**SAFETY COMPLIANCE REPORT/
TERMINAL RECORD UPDATE**
CHP 343 (Rev. 12-17) OPI 062

Page 1 of 16 pages

NEW TERMINAL INFORMATION ☐ Yes ☒ No	CA NUMBER 468401	FILE CODE NUMBER 389939	COUNTY CODE 31	BED
TERMINAL TYPE ☐ Truck ☒ Bus ☐ Mod Limo	CODE B	OTHER PROGRAM(S)	LOCATION CODE 220	SUBAREA 97

CARRIER LEGAL NAME
MV PUBLIC TRANSPORTATION INC

TERMINAL NAME (IF DIFFERENT)

TELEPHONE NUMBER (W/ AREA CODE)
(916) 774-5709

TERMINAL STREET ADDRESS (NUMBER, STREET, CITY, ZIP CODE)

2005 HILLTOP CIRCLE ROSEVILLE, CA 95678

MAILING ADDRESS (NUMBER, STREET, CITY, ZIP CODE) (IF DIFFERENT FROM ABOVE)

INSPECTION LOCATION (NUMBER, STREET, CITY OR COUNTY)

LICENSE, FLEET AND TERMINAL INFORMATION

HM LIC. NO.	HWT REG. NO.	IMS LIC. NO.	TRUCKS AND TYPES	TRAILERS AND TYPES	PASS VEH BY TYPE I 28 II 7 Mod Limo	DRIVERS 29	BIT FLEET SIZE Powered
EXP. DATE	EXP. DATE	EXP. DATE	REG. CT.	HW VEH.	HW CONT.	PPB/CSAT ☐ Yes ☒ No ☐ N/A	Towed

TERMINALS IDENTIFIED IN SECTION 34515(b) CVC

☐ Yes ☒ No

FILE CODE NUMBERS OF TERMINALS INCLUDED IN INSPECTION AS A RESULT OF SECTION 34515(b) CVC

EMERGENCY CONTACTS (In Calling Order of Preference)

EMERGENCY CONTACT (NAME)

RICHARD FROST

DAY TELEPHONE NO. (W/ AREA CODE)

(916) 774-5709

NIGHT TELEPHONE NO. (W/ AREA CODE)

(916) 580-4046

EMERGENCY CONTACT (NAME)

KARL NICKOLA

DAY TELEPHONE NO. (W/ AREA CODE)

(916) 746-1745

NIGHT TELEPHONE NO. (W/ AREA CODE)

(916) 884-3544

ESTIMATED CALIFORNIA MILEAGE FOR THIS TERMINAL FOR LAST YEAR [2021]

A ☐ UNDER 15,000	B ☐ 15,001 — 50,000	C ☐ 50,001 — 100,000	D ☐ 100,001 — 500,000	E ☒ 500,001 — 1,000,000	F ☐ 1,000,001 — 2,000,000	G ☐ 2,000,001 — 5,000,000	H ☐ 5,000,001 — 10,000,000	I ☐ MORE THAN 10,000,000
--	---	--	---	--	---	---	--	--

OPERATING AUTHORITIES OR PERMITS

PUC ☐ T	☐ TCP ☐ PSC	MOTOR CARRIER OF PROPERTY PERMIT ACTIVE ☐ Yes ☐ No ☒ N/A	IMS FITNESS EVALUATION ☐ Yes ☒ No
USDOT 1205759	☒ MC ☐ MX 648465	REASON FOR INSPECTION BUS TERMINAL INSPECTION	

INSPECTION FINDINGS		INSPECTION RATINGS: S = Satisfactory U = Unsatisfactory C = Conditional UR = Unrated N/A = Not Applicable				
REQUIREMENTS	VIOL	MAINTENANCE PROGRAM	DRIVER RECORDS	REG. EQUIPMENT	HAZARDOUS MATERIALS	TERMINAL
MAINTENANCE PROGRAM		1 S 2 S 3 S 4 S	1 S 2 S 3 S 4 S	1 S 2 S 3 S 4 S	1 N/A 2 UR 3 N/A 4 N/A	1 S 2 S 3 S 4 S
DRIVER RECORDS		No. 9 Time 1.0	No. 15 Time 4.0	No. 9 Time 0.0	0.0	5.0
DRIVER HOURS		HAZARDOUS MATERIALS ☒ No H/M Transported ☐ No H/M violations noted		CONTAINERS/TANKS No. Time	VEHICLES PLACED OUT-OF-SERVICE Vehicles Units	
BRAKES		REMARKS				
LAMPS & SIGNALS						
CONNECTING DEVICES						
STEERING & SUSPENSION						
TIRES & WHEELS						
EQUIPMENT REQUIREMENTS						
CONTAINERS & TANKS						
HAZARDOUS MATERIALS						
INSPECTION TYPE	NON-BIT ☒ I ☐ R	CPSS ☐ Yes ☐ No	CHP 345 ☐	CHP 100D COL.	INSPECTION DATE(S) 11/10/2022	TIME IN 16:00
				ID NUMBER(S) A13310	TIME OUT 16:30	SUSPENSE DATE ☒ Auto ☐ None

INSPECTED BY (NAME(S))

RICK BURGESS

MOTOR CARRIER CERTIFICATION

I hereby certify that all violations described hereon and recorded on the attached pages (2 through 16), will be corrected in accordance with applicable provisions of the California Vehicle Code and the California Code of Regulations. I understand that I may request a review of an unsatisfactory rating by contacting the Motor Carrier Safety Unit Supervisor at 916-731-6350 within 5 business days of the rating.

CURRENT TERMINAL RATING

SATISFACTORY

CARRIER REPRESENTATIVE'S PRINTED NAME

KARL NICKOLA

CARRIER REPRESENTATIVE'S SIGNATURE

Karl Nickola

TITLE

SAFETY MANAGER

DATE

11/10/2022

DRIVER LICENSE NUMBER

STATE

CALIFORNIA HIGHWAY PATROL



US DOT #
1205759

Legal: MV PUBLIC TRANSPORTATION INC
Operating (DBA):

MC/MX #: 648465 **State #:** 468401 **Federal Tax ID:** 11-3706367 (EIN)

Review Type: Non-ratable Review - Special Study

Scope: Terminal **Location of Review/Audit:** Company facility in the U. S. **Territory:** B

Operation Types Interstate Intrastate

Carrier: Non-HM Non-HM
Shipper: N/A N/A
Cargo Tank: N/A

Business: Corporation

Gross Revenue: **for year ending:**

Company Physical Address:

2711 N HASKELL AVE SUITE 1500
DALLAS, TX 75204

Contact Name: KARL NICKOLA

Phone numbers: (1) 916-774-5709 (2) 972-391-4606 **Fax**

E-Mail Address: AHIGUERA@mvtransit.com

Company Mailing Address:

2711 N HASKELL AVE SUITE 1500
DALLAS, TX 75204

Carrier Classification

Authorized for Hire Local Government

Cargo Classification

Passengers

Equipment

Owned Term Leased Trip Leased

Owned Term Leased Trip Leased

Motor Coach

0

58

0

Minibus, 16+

0

7

0

Power units used in the U.S.: 65

Percentage of time used in the U.S.: 100

Does carrier transport placardable quantities of HM? No

Is an HM Permit required? N/A

Driver Information

Inter Intra

Average trip leased drivers/month: 0

< 100 Miles:

29

Total Drivers: 29

>= 100 Miles:

CDL Drivers: 29





MV PUBLIC TRANSPORTATION INC - Terminal
U.S. DOT #: 1205759

State #: 468401

Review Date:
11/10/2022

Part A

QUESTIONS regarding this report or the Federal Motor Carrier Safety or
MOTOR CARRIER SAFETY UNIT AT

PO BOX 942898
SACRAMENTO, CA. 94296-3400
(916) 843-3400

This TERMINAL REVIEW deals only with safety compliance at this terminal.

Person(s) Interviewed

Name: KARL NICKOLA

Title: SAFETY MANAGER

Name:

Title:





MV PUBLIC TRANSPORTATION INC - Terminal
U.S. DOT #: 1205759

State #: 468401

Review Date:
11/10/2022

Part B Violations

Safety Fitness Rating Information:

Total Miles Operated 890,000
Recordable Accidents 0

OOS Vehicle (CR): 0
Number of Vehicle Inspected (CR): 0
OOS Vehicle (MCMIS): 0
Number of Vehicles Inspected (MCMIS): 9

Your proposed safety rating is :

This Review is not Rated.





MV PUBLIC TRANSPORTATION INC - Terminal

U.S. DOT #: 1205759

State #: 468401

Review Date:

11/10/2022

Part B Requirements and/or Recommendations

1. Forms and publications are available at the CHP internet website at: <http://www.chp.ca.gov/home/forms>
2. For questions about Motor Carrier of Property Permit : 916-657-7092
about Employer Pull Notice Program: 916-657-6346
passenger transportation authority: 415-703-2063

For questions
For questions about
3. Questions related to this inspection may be directed to the Valley Division Motor Carrier Safety Unit at (916)731-6350.
4. "Is Your Registration Information Current?
FMCSA requires carriers to update their registration data via a MCS-150 form every 24 months. Please review, verify and update your contact information, Vehicle Miles Travelled (VMT) and Power Unit (PU) data to ensure that it is current and accurate, since it is used in the new Carrier Safety Measurement System. You should access the system, review all the information and press the submit button. Once you've done this, the system will record that you've reviewed the information and you will be in compliance with the biennial update requirement.
https://li-public.fmcsa.dot.gov/LIVIEW/PKG_REGISTRATION.prc_option
"



	MV PUBLIC TRANSPORTATION INC - Terminal	Review Date:
	U.S. DOT #: 1205759	State #: 468401 11/10/2022

Part C

Reason for Review: Other
Planned Action: Compliance Monitoring

TERMINAL INSPECTION

Parts Reviewed Certification:

325 382 383 387 390 391 392 393 395 396 397 398 399 171 172 173 177 178 180

Prior Reviews	Prior Prosecutions	Reason not Rated: Special Study	Study Code: KA
10/22/2021			
10/29/2020			
11/14/2019			

Unsat/Unfit Information

Is the motor carrier of passengers subject to the safety fitness procedures contained in 49 CFR part 385 subpart A, AND does it transport passengers in a commercial motor vehicle? Yes - Interstate and Intrastate

Does carrier transport placardable quantities of hazardous materials? Not Applicable

Unsat/Unfit rule:

Corporate Contact: KARL NICKOLA	Special Study Information:
Corporate Contact Title: SAFETY MANAGER	

Remarks:

Terminal Name: MV PUBLIC TRANSPORTATION INC
CA468401
Terminal Address: 2005 HILLTOP CIR. ROSEVILLE, CA. 95678
FCN389939

Rating Information:
In accordance with 13 CCR 1233, this terminal has been rated Satisfactory at this time.

On-highway inspections were used to fulfill 9 of 9 required vehicle inspections. The following commercial motor vehicles were not inspected during this terminal inspection. Carrier had level-1 inspections conducted at scale facilities with-in the past 90 days. Vehicles may have received CVSA stickers which are identified on the attached 407/343A aspen reports.

LIC. NUMBER:	REPORT NUMBER:	CVSA STICKER NUMBER:	DATE:
1355454	CAUEOF002691	31814363	11/10/2022
1419473	CAUEOF002692	31814364	11/10/2022
1355453	CAUEOF002693	31814365	11/10/2022
1419702	CAUEOF002694	31814366	11/10/2022
1355452	CAUEOF002695	31814367	11/10/2022
1419472	CAUEOF002696	31814368	11/10/2022
1088257	CAUEOF002697	31814369	11/10/2022
1261707	CAUEOF002698	31814370	11/10/2022
1088256	CAUEOF002699	31814371	11/10/2022





MV PUBLIC TRANSPORTATION INC - Terminal

U.S. DOT #: 1205759

State #: 468401

Review Date:

11/10/2022

Part C

Carrier has received two consecutive satisfactory terminal rating. After reviewing one half / 50% of the representative sample of drivers' time keeping records and not showing any declining level of compliance in drivers' hours-of-service the inspection of drivers' time keeping records will be concluded at this point.

Information pertinent to this report were reviewed with the carrier and/or the carrier's representative.

Upload Authorized:	Yes	No
Authorized by:		Date:
Uploaded:	Yes	No
Verified by:		Failure Code:
		Date:

7



California Highway Patrol
2555 First Avenue
Sacramento, CA 95811
Phone: (916) 731-6300
Internationally Accredited Agency CHP407F/343A

Report Number: CAUE0F002691
Inspection Date: 11/10/2022
Start: 8:00 AM PT End: 8:45 AM PT
Inspection Level: I - Full
HM Inspection Type: None

Carrier: MV PUBLIC TRANSPORTATION INC

DBA:

2711 N HASKELL AVE SUITE 1500

DALLAS, TX, 75204

USDOT: 1205759

Phone#: (972)391-4606

MC/MX#: 648465

Fax#:

State#: 468401

Location: CITY OF ROSEVILLE FACILITY

Highway: HILLTOP CIR

County: PLACER

Email: AHIGUERA@mvtransit.com

Driver: HILLEGAS, JACK D

License#: D7330463

Date of Birth: 05/04/1986

CoDriver:

License#:

Date of Birth:

State: CA

State:

Milepost: **Shipper:** N/A

Origin: ROSEVILLE, CA

Destination: ROSEVILLE, CA

Bill of Lading: N/A

Cargo: EMPTY

VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate	Equipment ID	VIN	GVWR	CVSA Existing	CVSA #
1	BU	GILG	2014	CA	1355454	14-478/BLU	15GGB2714E1184212	39400		31814363

BRAKE ADJUSTMENTS

Axle #	1	2
Right	1 3/4	1 3/4
Left	1 3/4	1 3/4
Chamber	C-24	C-36

VIOLATIONS: No violations were discovered

HazMat: No HM transported

Placard:

Cargo Tank:

Special Checks:	Alcohol/Controlled Substance Check	X Traffic Enforcement	Post Crash Inspection
Conducted by Local Jurisdiction		PASA Conducted Inspection	PBBT Inspection
X Size and Weight Enforcement		Drug Interdiction Search	
eScreen Inspection			
MCSAP Overtime		High Priority Overtime	

State Information:

Odometer: 264783; PUC: 35697; Fuel Type: D; Passenger Capacity: 56; WC Passenger Capacity: 2; Bus Type: 1; Beat/Sub Area: 850; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Veh #1 Type: 11; Officer ID1: 18159

Report Prepared By: **ID/Badge #:**
 J. Taylor 18159

Copy Received By:
 JACK HILLEGAS

X

X



01205759 CA CAUE0F002691



California Highway Patrol
2555 First Avenue
Sacramento, CA 95811
Phone: (916) 731-6300
Internationally Accredited Agency CHP407F/343A

Report Number: CAUE0F002692
Inspection Date: 11/10/2022
Start: 8:45 AM PT **End:** 9:15 AM PT
Inspection Level: I - Full
HM Inspection Type: None

Carrier: MV PUBLIC TRANSPORTATION INC

DBA: 2711 N HASKELL AVE SUITE 1500
DALLAS, TX, 75204
USDOT: 1205759 **Phone#:** (972)391-4606
MC/MX#: 648465 **Fax#:**
State#: 468401
Location: CITY OF ROSEVILLE FACILITY
Highway: HILLTOP CIR
County: PLACER
Email: AHIGUERA@MVTRANSIT.COM

Driver: MANZELLA, VITO J
License#: B5281717 **State:** CA
Date of Birth: 01/14/1975
CoDriver:
License#: **State:**
Date of Birth:
Milepost: **Shipper:** N/A
Origin: ROSEVILLE, CA
Destination: ROSEVILLE, CA
Bill of Lading: N/A
Cargo: EMPTY

VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate	Equipment ID	VIN	GVWR	CVSA Existing	CVSA #
1	BU	CHEV	2014	CA	1419473	14-467/BLU	1GB6G5BG4E1107796	14200		31814364

BRAKE ADJUSTMENTS

Axle #	1	2
Right	N/A	N/A
Left	N/A	N/A
Chamber	HYDR	HYDR

VIOLATIONS: No violations were discovered

HazMat: No HM transported

Placard:

Cargo Tank:

Special Checks:	Alcohol/Controlled Substance Check	X Traffic Enforcement	Post Crash Inspection
	Conducted by Local Jurisdiction	PASA Conducted Inspection	PBBT Inspection
X Size and Weight Enforcement		Drug Interdiction Search	
eScreen Inspection			
MCSAP Overtime		High Priority Overtime	

State Information:

Odometer: 147689; PUC: 35697; Fuel Type: G; Passenger Capacity: 17; WC Passenger Capacity: 2; Bus Type: 2; Beat/Sub Area: 850; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Veh #1 Type: 11; Officer ID1: 18159

Report Prepared By: J. Taylor
ID/Badge #: 18159

Copy Received By: VITO MANZELLA

X

X



01205759 CA CAUE0F002692



California Highway Patrol
2555 First Avenue
Sacramento, CA 95811
Phone: (916) 731-6300
Internationally Accredited Agency CHP407F/343A

Report Number: CAUE0F002693
Inspection Date: 11/10/2022
Start: 9:15 AM PT End: 10:10 AM PT
Inspection Level: I - Full
HM Inspection Type: None

Carrier: MV PUBLIC TRANSPORTATION INC

DBA: 2711 N HASKELL AVE SUITE 1500
 DALLAS, TX, 75204
USDOT: 1205759 **Phone#:** (972)391-4606
MC/MX#: 648465 **Fax#:**
State#: 468401
Location: CITY OF ROSEVILLE FACILITY
Highway: HILLTOP CIR
County: PLACER
Email: AHIGUERA@MVTRANSIT.COM

Driver: HILLEGAS, JACK D
License#: D7330463 **State:** CA
Date of Birth: 05/04/1986
CoDriver:
License#: **State:**
Date of Birth:
Milepost: **Shipper:** N/A
Origin: ROSEVILLE, CA
Destination: ROSEVILLE, CA
Bill of Lading: N/A
Cargo: EMPTY

VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate	Equipment ID	VIN	GVWR	CVSA Existing	CVSA #
1	BU	GILG	2014	CA	1355453	14-477/BLU	15GGB2712E1184211	39400		31814365

BRAKE ADJUSTMENTS

Axle #	1	2
Right	1 1/2	1 1/2
Left	1 1/2	1 1/2
Chamber	C-24	C-36

VIOLATIONS: No violations were discovered

HazMat: No HM transported

Placard:

Cargo Tank:

Special Checks:	Alcohol/Controlled Substance Check	X	Traffic Enforcement	Post Crash Inspection
	Conducted by Local Jurisdiction		PASA Conducted Inspection	PBBT Inspection
X	Size and Weight Enforcement		Drug Interdiction Search	
	eScreen Inspection		High Priority Overtime	
	MCSAP Overtime			

State Information:

Odometer: 255638; PUC: 35697; Fuel Type: D; Passenger Capacity: 56; WC Passenger Capacity: 2; Bus Type: 1; Beat/Sub Area: 850; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Veh #1 Type: 11; Officer ID1: 18159

Report Prepared By: J. Taylor
ID/Badge #: 18159

Copy Received By: JACK HILLEGAS

X

X



01205759 CA CAUE0F002693



California Highway Patrol
2555 First Avenue
Sacramento, CA 95811
Phone: (916) 731-6300
Internationally Accredited Agency CHP407F/343A

Report Number: CAUE0F002694
Inspection Date: 11/10/2022
Start: 10:00 AM PT End: 10:30 AM PT
Inspection Level: I - Full
HM Inspection Type: None

Carrier: MV PUBLIC TRANSPORTATION INC

DBA:
2711 N HASKELL AVE SUITE 1500
DALLAS, TX, 75204
USDOT: 1205759 Phone#: (972)391-4606
MC/MX#: 648465 Fax#:
State#: 468401
Location: CITY OF ROSEVILLE FACILITY
Highway: HILLTOP CIR
County: PLACER
Email: AHIGUERA@MVTRANSIT.COM

Driver: MANZELLA, VITO J
License#: B5281717
Date of Birth: 01/14/1975
CoDriver:
License#:
Date of Birth:

State: CA

State:

Milepost: Shipper: N/A
Origin: ROSEVILLE, CA
Destination: ROSEVILLE, CA

Bill of Lading: N/A
Cargo: EMPTY

VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate	Equipment ID	VIN	GVWR	CVSA Existing	CVSA #
1	BU	CHEV	2014	CA	1419702	14-447/BLU	1GB6G5BG0E1120318	14200		31814366

BRAKE ADJUSTMENTS

Axle #	1	2
Right	N/A	N/A
Left	N/A	N/A
Chamber	HYDR	HYDR

VIOLATIONS: No violations were discovered

HazMat: No HM transported

Placard:

Cargo Tank:

Special Checks:	Alcohol/Controlled Substance Check	X	Traffic Enforcement	Post Crash Inspection
	Conducted by Local Jurisdiction		PASA Conducted Inspection	PBBT Inspection
	X Size and Weight Enforcement		Drug Interdiction Search	
	eScreen Inspection		High Priority Overtime	
	MCSAP Overtime			

State Information:

Odometer: 201559; PUC: 35697; Fuel Type: G; Passenger Capacity: 17; WC Passenger Capacity: 2; Bus Type: 2; Beat/Sub Area: 850; Regulated Vehicle: T; Pre-Cleared Vehicle: B; Veh #1 Type: 11; Officer ID1: 18159

Report Prepared By: J. Taylor
ID/Badge #: 18159

Copy Received By:
VITO MANZELLA

X

X





California Highway Patrol
2555 First Avenue
Sacramento, CA 95811
Phone: (916) 731-6300
Internationally Accredited Agency CHP407F/343A

Report Number: CAUE0F002695
Inspection Date: 11/10/2022
Start: 10:30 AM PT End: 11:15 AM PT
Inspection Level: I - Full
HM Inspection Type: None

Carrier: MV PUBLIC TRANSPORTATION INC

DBA: 2711 N HASKELL AVE SUITE 1500
DALLAS, TX, 75204
USDOT: 1205759 **Phone#:** (972)391-4606
MC/MX#: 648465 **Fax#:**
State#: 468401
Location: CITY OF ROSEVILLE FACILITY
Highway: HILLTOP CIR
County: PLACER
Email: AHIGUERA@MVTRANSIT.COM

Driver: HILLEGAS, JACK D
License#: D7330463 **State:** CA
Date of Birth: 05/04/1986
CoDriver:
License#: **State:**
Date of Birth:
Milepost: **Shipper:** N/A
Origin: ROSEVILLE,CA
Destination: ROSEVILLE,CA
Bill of Lading: N/A
Cargo: EMPTY

VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate	EquipmentID	VIN	GVWR	CVSA Existing	CVSA #
1	BU	GILG	2014	CA	1355452	14-476/BLU	15GGB2710E1184210	39400		31814367

BRAKE ADJUSTMENTS

Axle #	1	2
Right	1	1 1/2
Left	1	1 1/2
Chamber	C-24	C-36

VIOLATIONS: No violations were discovered**HazMat:** No HM transported**Placard:****Cargo Tank:**

Special Checks:	Alcohol/Controlled Substance Check	X	Traffic Enforcement	Post Crash Inspection
	Conducted by Local Jurisdiction		PASA Conducted Inspection	PBBT Inspection
X	Size and Weight Enforcement		Drug Interdiction Search	
	eScreen Inspection			
	MCSAP Overtime		High Priority Overtime	

State Information:

Odometer: 276622; PUC: 35697; Fuel Type: D; Passenger Capacity: 56; WC Passenger Capacity: 2; Bus Type: 1; Beat/Sub Area: 850; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Veh #1 Type: 11; Officer ID1: 18159

Report Prepared By: J. Taylor
ID/Badge #: 18159

Copy Received By: JACK HILLEGAS

X

X



01205759 CA CAUE0F002695



California Highway Patrol
2555 First Avenue
Sacramento, CA 95811
Phone: (916) 731-6300
Internationally Accredited Agency CHP407F/343A

Report Number: CAUE0F002696
Inspection Date: 11/10/2022
Start: 11:15 AM PT **End:** 11:45 AM PT
Inspection Level: I - Full
HM Inspection Type: None

Carrier: MV PUBLIC TRANSPORTATION INC

DBA: 2711 N HASKELL AVE SUITE 1500
 DALLAS, TX, 75204
USDOT: 1205759 **Phone#:** (972)391-4606
MC/MX#: 648465 **Fax#:**
State#: 468401
Location: CITY OF ROSEVILLE FACILITY
Highway: HILLTOP CIR
County: PLACER
Email: AHIGUERA@MVTRANSIT.COM

Driver: MANZELLA, VITO J

License#: B5281717

State: CA

Date of Birth: 01/14/1975

CoDriver:

License#:

State:

Date of Birth:

Milepost: **Shipper:** N/A

Origin: ROSEVILLE,CA

Bill of Lading: N/A

Destination: ROSEVILLE,CA

Cargo: EMPTY

VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate	EquipmentID	VIN	GVWR	CVSA Existing	CVSA #
1	BU	CHEV	2014	CA	1419472	14-466/BLU	1GB6G5BG1E1120117	14200		31814368

BRAKE ADJUSTMENTS

Axle #	1	2
Right	N/A	N/A
Left	N/A	N/A
Chamber	HYDR	HYDR

VIOLATIONS: No violations were discovered

HazMat: No HM transported

Placard:

Cargo Tank:

Special Checks:	Alcohol/Controlled Substance Check	X Traffic Enforcement	Post Crash Inspection
	Conducted by Local Jurisdiction	PASA Conducted Inspection	PBBT Inspection
X	Size and Weight Enforcement	Drug Interdiction Search	
	eScreen Inspection		
	MCSAP Overtime	High Priority Overtime	

State Information:

Odometer: 199840; PUC: 35697; Fuel Type: G; Passenger Capacity: 17; WC Passenger Capacity: 2; Bus Type: 2; Beat/Sub Area: 850; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Veh #1 Type: 11; Officer ID1: 18159

Report Prepared By: J. Taylor
ID/Badge #: 18159

Copy Received By: VITO MANZELLA

X

X





California Highway Patrol
2555 First Avenue
Sacramento, CA 95811
Phone: (916) 731-6300
Internationally Accredited Agency CHP407F/343A

Report Number: CAUE0F002697
Inspection Date: 11/10/2022
Start: 11:45 AM PT End: 12:30 PM PT
Inspection Level: I - Full
HM Inspection Type: None

Carrier: MV PUBLIC TRANSPORTATION INC

DBA:

2711 N HASKELL AVE SUITE 1500

DALLAS, TX, 75204

USDOT: 1205759

Phone#: (972)391-4606

MC/MX#: 648465

Fax#:

State#: 468401

Location: CITY OF ROSEVILLE FACILITY

Highway: HILLTOP CIR

County: PLACER

Email: AHIGUERA@MVTRANSIT.COM

Driver: HILLEGAS, JACK D

License#: D7330463

Date of Birth: 05/04/1986

CoDriver:

License#:

Date of Birth:

State: CA

State:

Milepost: Shipper: N/A

Origin: ROSEVILLE, CA

Destination: ROSEVILLE, CA

Bill of Lading: N/A

Cargo: EMPTY

VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate	Equipment ID	VIN	GVWR	CVSA Existing	CVSA #
1	BU	GILG	2000	CA	1088257	00-464/ORG	15GDD2111Y1111163	39500		31814369

BRAKE ADJUSTMENTS

Axle #	1	2
Right	1 1/2	1 1/2
Left	1 1/2	1 3/4
Chamber	C-24	C-36

VIOLATIONS: No violations were discovered

HazMat: No HM transported

Placard:

Cargo Tank:

Special Checks:	Alcohol/Controlled Substance Check	X	Traffic Enforcement	Post Crash Inspection
	Conducted by Local Jurisdiction		PASA Conducted Inspection	PBBT Inspection
X	Size and Weight Enforcement		Drug Interdiction Search	
	eScreen Inspection			
	MCSAP Overtime		High Priority Overtime	

State Information:

Odometer: 362612; PUC: 35697; Fuel Type: D; Passenger Capacity: 59; WC Passenger Capacity: 2; Bus Type: 1; Beat/Sub Area: 850; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Veh #1 Type: 11; Officer ID1: 18159

Report Prepared By: J. Taylor
ID/Badge #: 18159

Copy Received By: JACK HILLEGAS

X

X



01205759 CA CAUE0F002697

California Highway Patrol
2555 First Avenue
Sacramento, CA 95811
Phone: (916) 731-6300
Internationally Accredited Agency CHP407F/343A

Report Number: CAUE0F002698
Inspection Date: 11/10/2022
Start: 12:30 PM PT End: 1:15 PM PT
Inspection Level: I - Full
HM Inspection Type: None

Carrier: MV PUBLIC TRANSPORTATION INC
DBA:

2711 N HASKELL AVE SUITE 1500
DALLAS, TX, 75204

USDOT: 1205759

Phone#: (972)391-4606

MC/MX#: 648465

Fax#:

State#: 468401

Location: CITY OF ROSEVILLE FACILITY

Highway: HILLTOP CIR

County: PLACER

Email: AHIGUERA@MVTRANSIT.COM

Driver: MANZELLA, VITO J

License#: B5281717

Date of Birth: 01/14/1975

CoDriver:

License#:

Date of Birth:

State: CA

State:

Milepost: Shipper: N/A

Origin: ROSEVILLE, CA

Destination: ROSEVILLE, CA

Bill of Lading: N/A

Cargo: EMPTY

VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate	Equipment ID	VIN	GVWR	CVSA Existing	CVSA #
1	BU	GILG	2009	CA	1261707	09-411/ORG	15GGD271X91079982	39600		31814370

BRAKE ADJUSTMENTS

Axle #	1	2
Right	1 3/4	2 1/4
Left	1 3/4	2 1/4
Chamber	C-24	C-36

VIOLATIONS: No violations were discovered

HazMat: No HM transported

Placard:

Cargo Tank:

Special Checks:	Alcohol/Controlled Substance Check	X	Traffic Enforcement	Post Crash Inspection
	Conducted by Local Jurisdiction		PASA Conducted Inspection	PBBT Inspection
X	Size and Weight Enforcement		Drug Interdiction Search	
	eScreen Inspection			
	MCSAP Overtime		High Priority Overtime	

State Information:

Odometer: 284103; PUC: 35697; Fuel Type: D; Passenger Capacity: 71; WC Passenger Capacity: 2; Bus Type: 1; Beat/Sub Area: 850; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Veh #1 Type: 11; Officer ID1: 18159

Report Prepared By: J. Taylor
ID/Badge #: 18159

Copy Received By: VITO MANZELLA

X

X



01205759 CA CAUE0F002698



California Highway Patrol
2555 First Avenue
Sacramento, CA 95811
Phone: (916) 731-6300
Internationally Accredited Agency CHP407F/343A

Report Number: CAUE0F002699
Inspection Date: 11/10/2022
Start: 12:30 PM PT End: 12:42 PM PT
Inspection Level: I - Full
HM Inspection Type: None

Carrier: MV PUBLIC TRANSPORTATION INC

DBA:

2711 N HASKELL AVE SUITE 1500

DALLAS, TX, 75204

USDOT: 1205759

Phone#: (972)391-4606

MC/MX#: 648465

Fax#:

State#: 468401

Location: CITY OF ROSEVILLE FACILITY

Highway: HILLTOP CIR

County: PLACER

Email: AHIGUERA@MVTRANSIT.COM

Driver: HILLEGAS, JACK D

License#: D7330463

Date of Birth: 05/04/1986

CoDriver:

License#:

Date of Birth:

State: CA

State:

Milepost: Shipper: N/A

Origin: ROSEVILLE, CA

Destination: ROSEVILLE, CA

Bill of Lading: N/A

Cargo: EMPTY

VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate	Equipment ID	VIN	GWR	CVSA Existing	CVSA #
1	BU	GILG	2000	CA	1088256	00-465/ORG	15GDD2113Y1111164	39500		31814371

BRAKE ADJUSTMENTS

Axle #	1	2
Right	1 3/4	1 3/4
Left	1 3/4	2
Chamber	C-24	C-36

VIOLATIONS: No violations were discovered

HazMat: No HM transported

Placard:

Cargo Tank:

Special Checks:

Alcohol/Controlled Substance Check X
 Conducted by Local Jurisdiction
 X Size and Weight Enforcement
 eScreen Inspection
 MCSAP Overtime

Traffic Enforcement
 PASA Conducted Inspection
 Drug Interdiction Search
 High Priority Overtime

Post Crash Inspection
 PBBS Inspection

State Information:

Odometer: 247392; PUC: 35697; Fuel Type: D; Passenger Capacity: 59; WC Passenger Capacity: 2; Bus Type: 1; Beat/Sub Area: 850; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Veh #1 Type: 11; Officer ID1: 18159

Report Prepared By: J. Taylor
ID/Badge #: 18159

Copy Received By: JACK HILLEGAS

X

X



01205759 CA CAUE0F002699

TDA ANNUAL PROJECT AND FINANCIAL PLAN

This form will show the planned expenditures of all TDA funds claimed for the fiscal year in addition to any TDA funds carried over from previous years. Briefly describe all operational, capital and/or streets and roads projects which will be funded by TDA moneys. **Please show BOTH prior year TDA funds (if any) and current year TDA funds to be used**, provide the total cost of each project, and indicate all other sources of funding associated with each project. For capital projects, the projects listed, and their associated costs and funding sources should be consistent with the budget developed in the TDA Claim Worksheet completed for the submittal of this claim. The total project cost and total funding source(s) listed below should balance for each project. See attached sample plan for additional guidance.

Claimant: City of Roseville

Fiscal Year: FY 2022/23

<u>Brief Project Description</u>	<u>Project Cost</u>	<u>Source of Funding & Amount</u>
TRANSIT OPERATIONS	Administration & Services \$6,780,243 Operating Reserve \$1,500,000 OPERATIONAL COSTS \$8,280,243	Interest Earnings from FY22 \$65,912 Carryover \$(826,415) Passenger Fares \$371,592 Advertising/Other \$205,008 ARPA - FTA \$460,481 LTF Article 4 FY22 \$4,969,709 STA FY22 \$1,504,103 OPERATIONAL REVENUE \$8,280,243
TRANSIT CAPITAL PROJECTS	Transit Capital Projects \$4,246,897 Capital Reserve \$1,000,000 CAPITAL COSTS \$5,246,897	Carryover \$1,000,000 FTA Capital Assistance \$0 LTF Article 4 FY22 \$4,048,701 SB1 SGR FY22 \$198,196 CAPITAL REVENUE \$5,246,897
STREETS AND ROADS	TSM & Bikeway Program \$1,100,891 Maintenance-Roadway \$391,267 Construction \$3,749,587 Other \$164,281 Transp. Planning Process \$124,058 Subtotal \$5,530,084 Capital Reserve \$1,000,000 STREETS & ROADS COSTS \$6,530,084	Carryover \$5,439,352 Interest Earnings FY22 \$65,912 LTF Article 8a FY23 \$2,621,913 Transp. Planning Process \$124,058 Federal Grants \$2,691,229 FY22 Claim Unreleased \$0 STREETS & ROAD REV. \$11,449,178 EST. CARRYOVER FY23 \$4,919,094

CLAIM FOR LOCAL TRANSPORTATION FUNDS

TO: PLACER COUNTY TRANSPORTATION PLANNING AGENCY
299 NEVADA STREET, AUBURN, CA 95603

FROM:

CLAIMANT: City of Roseville
ADDRESS: 316 Vernon Street
Roseville, California 95678

CONTACT PERSON: Ed Scofield
Phone: (916) 746-1302 Email: ECScofield@roseville.ca.us

The City of Roseville hereby requests, in accordance with the State of California Public Utilities Code, commencing with Section 99200 and the California Code of Regulations commencing with Section 6600, that this claim for Local Transportation Funds be approved for Fiscal Year 2022/23, in the following amounts for the following purposes to be drawn from the Local Transportation Fund deposited with the Placer County Treasurer:

P.U.C. 99260a, Article 4, Transit Operations:	<u>\$ 4,969,709</u>
P.U.C. 99260a, Article 4, Transit Capital:	<u>\$4,048,701</u>
P.U.C. 99275, Article 4.5, Community Transit Services	<u>\$Click or tap here to enter \$</u>
P.U.C. 99400a, Article 8a, Local Streets and Roads	<u>\$2,621,913</u>
P.U.C. 99402, Article 8a, Transportation Planning Process	<u>\$124,058</u>
P.U.C. 99400c, Article 8c, Contracted Transit Services:	<u>\$Click or tap here to enter \$</u>
P.U.C. 99400e, Article 8e, Capital for Contracted Services:	<u>\$Click or tap here to enter \$</u>
C.C.R. 6648, Capital Reserve:	<u>\$Click or tap here to enter \$</u>

When approved, this claim will be transmitted to the Placer County Auditor for payment. Approval of the claim and payment by the County Auditor to the applicant is subject to such monies being available for distribution, and to the provisions that such monies will be used only in accordance with the terms of the approved annual financial plan and budget. Claimant must submit a complete Fiscal and Compliance Audit for the prior fiscal year prior to issuance of instructions to the County Auditor to pay the claimant in full.

APPROVED:
PLACER COUNTY
TRANSPORTATION PLANNING AGENCY
BOARD OF DIRECTORS

APPLICANT:

BY: _____ (signature)	BY: _____ (signature)
TITLE: _____	TITLE: _____
DATE: _____	DATE: _____

CLAIM FOR STATE OF GOOD REPAIR PROGRAM FUNDS

TO: PLACER COUNTY TRANSPORTATION PLANNING AGENCY
299 NEVADA STREET, AUBURN, CA 95603

FROM:

CLAIMANT: City of Roseville
ADDRESS: 316 Vernon Street
Roseville, California 95678

CONTACT PERSON: Ed Scofield
Phone: (916) 746-1302 Email: ECScofield@roseville.ca.us

The City of Roseville hereby requests, in accordance with the State of California Public Utilities Code commencing with Section 99200 and the California Code of Regulations commencing with Section 6600, that this claim for State of Good Repair Funds be approved in the amount of \$198,196 for Fiscal Year 2022/23, in the following amounts for the following purposes to be drawn from the State Transit Assistance fund deposited with the Placer County Treasurer.

Transit Capital (6730a): \$198,196

When approved, this claim will be transmitted to the Placer County Auditor for payment. Approval of the claim and payment by the County Auditor to the applicant is subject to such monies being available for distribution, and to the provisions that such monies will be used only in accordance with the terms of the approved annual financial plan and budget.

APPROVED:
PLACER COUNTY
TRANSPORTATION PLANNING AGENCY
BOARD OF DIRECTORS

APPLICANT:

BY: _____ (signature)	BY: _____ (signature)
TITLE: _____	TITLE: _____
DATE: _____	DATE: _____

CLAIM FOR STATE TRANSIT ASSISTANCE FUNDS

TO: PLACER COUNTY TRANSPORTATION PLANNING AGENCY
299 NEVADA STREET, AUBURN, CA 95603

FROM:

CLAIMANT: City of Roseville
ADDRESS: 316 Vernon Street
Roseville, California 95678

CONTACT PERSON: Ed Scofield
Phone: (916) 746-1302 Email: ECScofield@roseville.ca.us

The City of Roseville hereby requests, in accordance with the State of California Public Utilities Code commencing with Section 99200 and the California Code of Regulations commencing with Section 6600, that this claim for State Transit Assistance be approved in the amount of \$1,504,103 for Fiscal Year 2022/23 , in the following amounts for the following purposes to be drawn from the State Transit Assistance fund deposited with the Placer County Treasurer:

Transit Operations (6730a):	<u>\$1,504,103</u>
Transit Capital (6730a):	<u>\$Click or tap here to enter \$</u>
Contracted Transit Services (6731b):	<u>\$Click or tap here to enter \$</u>
Community Transit Services Provided by WPCTSA (6731.1):	<u>\$Click or tap here to enter \$</u>

When approved, this claim will be transmitted to the Placer County Auditor for payment. Approval of the claim and payment by the County Auditor to the applicant is subject to such monies being available for distribution, and to the provisions that such monies will be used only in accordance with the terms of the approved annual financial plan and budget.

APPROVED:
PLACER COUNTY
TRANSPORTATION PLANNING AGENCY
BOARD OF DIRECTORS

APPLICANT:

BY: _____ (signature)	BY: _____ (signature)
TITLE: _____	TITLE: _____
DATE: _____	DATE: _____

ANNUAL VERIFICATION OF TDA COMPLIANCE TO ACCOMPANY LTF AND STA CLAIMS FOR TRANSIT / STREETS AND ROADS PURPOSES

PART I – ALL CLAIMANTS

1. Date annual TDA fiscal and compliance audit was approved by PCTPA Board:
Pending
2. Is the claimant's retirement system fully funded?
☐ YES
☒ NO
3. Is the claimant using the maximum Federal funds available for transit and/or streets/roads purposes?
☒ YES
☐ NO

PART II – TRANSIT CLAIMANTS

4. Date Transit Operator's Financial Transaction Report was submitted to State Controller's Office: 2/3/2022 Attach copy of dated, signed cover sheet from report.
5. Are public transit vehicles routinely staffed with one driver?
☒ YES
☐ NO (Explain) [Click or tap here to enter text.](#)
6. Has the proposed transit operating budget changed by more than 15% compared to the previous year?
☐ Yes (Explain) [Click or tap here to enter text.](#)
☒ NO
7. Did the transit operator meet its minimum farebox recovery requirement during the previous fiscal year? (requirement: 15% - Roseville; 12.94% - Placer County; 10% - Auburn)¹
☐ YES
☒ NO (see below)

If the farebox recovery requirement was not met, then claimant must complete the following worksheet for the most recent fiscal year.

¹Assembly Bill 90, 2019-20 [Reg. Session] temporarily prohibits the penalty for non-compliance with farebox recovery ratio requirement during FY 2019-20 and 2020-21. The claimant should still identify whether the requirement was met. AB-149 of 2021 extends the non-compliance relief through FY 2022/23.

Transit Operating Expenses:	7,539,835	+	
Capital Purchases/Reserves:	194,459	=	LTF spent in most
Subtotal:	7,734,294	-	recent fiscal year
Federal Revenues:	1,990,334	=	cannot exceed
STA Revenues:	1,251,860	-	result below.
Total:	4,492,100	* 0.5=	2,246,050

8. Is there a prohibition on the employment of part-time drivers or on contracting with common carriers?

☐ YES

☒ NO (Explain) The City of Roseville contracts with MV Transportation. MV is responsible for employment of drivers and allows for part-time employment and contracting.

9. Are STA funds being used for transit operating purposes this fiscal year?

☒ YES (see below)

☐ NO

If STA funds are being used for transit operating purposes, indicate which efficiency standard was met. In calculating the operating cost, operators may exclude costs that exceed prior year costs, as adjusted by the CPI. *Notes: (1) Use the STA Qualifying Criteria worksheet contained in the TDA Claim workbook to determine eligible exclusions. (2) These items may also be excluded when computing the farebox recovery ratio. (3) You may refer to operating cost figures from TDA fiscal audits for the applicable fiscal year.*

Efficiency Standard #1: ☒ Yes ☐ No²

Efficiency Standard #2: ☒ Yes ☐ No²

If neither efficiency standard was met, list the percentage of STA Funding limited to:

Capital Expenditures: Enter %% Operating Expenditures: Enter %.

10. Describe or attach current fare structure:

Please see the attached fare structure as outlined in the Roseville Transit services guides, overview on Roseville Transit's website at <https://www.roseville.ca.us/cms/One.aspx?portalId=7964922&pageId=8756474>.

11. Attach copy of latest CHP terminal inspection report.

12. Each transit claimant must report on efforts to implement recommendations included in the FY 2018/19 through FY 2020/21 Triennial Performance Audit, which was completed in 2022 (attach additional pages as necessary).

Roseville has developed a standard policy for calculating FTE's and we have been using that standard since the last Triennial Performance Audit.

²Assembly Bill 90, 2019-20 [Reg. Session] temporarily prohibits the penalty for non-compliance with required STA efficiency standards during FY 2019-20 and 2020-21. The claimant should still identify whether the standards was met. AB-149 of 2021 extends the non-compliance relief through FY 2022/23.



COUNCIL COMMUNICATION

CC #: 2563

File #: 0721 & 0214

Title: Volkswagen Environmental Mitigation Trust Fund - Grant Application

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

Meeting Date: 3/1/2023

Item #: 6.6.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution authorizing staff to submit a grant application to the Volkswagen Environmental Mitigation Trust Fund to provide additional funding for Roseville Transit's new Proterra electric buses, and authorizing the City Manager or his designee to execute all related forms and agreements on behalf of the City.

BACKGROUND

Roseville Transit is in the process of purchasing seventeen (17) new electric commuter buses from Proterra. Ten (10) of these buses are in the advanced design stage and are expected to begin production later this year. The remaining seven (7) buses will likely be produced in 2024.

Council has approved the purchases of these vehicles. The majority of the funds used to buy these buses will come from federal and state funds that have local match requirements. The City's match funds are planned to come from the City's Local Transportation Funds (LTF). However, staff was made aware of the Volkswagen Environmental Mitigation Trust Funds which are considered local funds when used in conjunction with a state or federal grant. If the City is awarded these trust funds, the LTF matching funds freed up can be go towards other purposes like buying more buses or constructing bike trails.

Volkswagen established an Environmental Mitigation Trust Fund in part to settle claims that it sold vehicles with "defeat devices" designed to cheat emissions tests. The Volkswagen Environmental Mitigation Trust (Trust) provides about \$423 million for California to mitigate the excess nitrogen oxide (NO_x) emissions caused by Volkswagen's use of these defeat devices on diesel vehicles. The Trust provides funding opportunities for specified eligible actions that are focused mostly on "scrap and replace" projects for the heavy-duty sector, including on-road freight trucks, transit and shuttle buses, school buses, forklifts and port cargo handling equipment, commercial marine vessels, and freight switcher locomotives.

The San Joaquin Valley Air Pollution Control District is overseeing this program in the Sacramento region. Air Pollution Control District staff have requested a resolution from the City Council

authorizing the City to submit funding requests from the Volkswagen Environmental Mitigation Trust Fund and, if successful, administer the program. Of the seventeen (17) new Proterra electric buses currently in design, eleven (11) of the buses qualify for Trust funding. If successful, Trust funds will provide the local match of each bus by \$180,000.

FISCAL IMPACT

The total estimated cost for each new electric Proterra bus is \$1.2 million. The funding for all seventeen (17) buses is secured. The majority of the funding is coming from federal Low or No Emission Vehicle Program grant funds and state Solutions for Congested Corridors Program funds. Currently, Local Transportation Funds (LTF) will be used as the required local matching dollars. If successful in securing the Volkswagen Environmental Mitigation Funds, the trust funds will replace the LTF local match in the amount of \$180,000 per bus saving the City's LTF for other projects.

ENVIRONMENTAL REVIEW

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

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal A - Remain fiscally responsible in a changing world

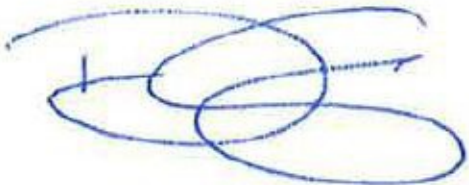
Goal C - Maintain a safe and healthy community

Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Ed Scofield, Alternative Transportation Manager

Jason Shykowski, Public Works Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 23-075

RESOLUTION NO. 23-075

APPROVING A GRANT APPLICATION TO THE SAN JOAQUIN VALLEY AIR POLLUTION CONTROL DISTRICT, AND AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE ALL RELATED FORMS AND AGREEMENTS ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, the City of Roseville is in the process of purchasing new electric commuter buses from Proterra; and

WHEREAS, the majority of the funds used to buy these buses are from Federal and State funds, but staff recommends an additional source of funding through the Volkswagen Environmental Mitigation Trust Fund, which are considered local funds when used in conjunction with a State or Federal Grant; and

WHEREAS, the San Joaquin Valley Air Pollution Control District is overseeing the Volkswagen Environmental Mitigation Trust Fund in the Sacramento region; and

WHEREAS, staff recommends City Council approval of the submittal of a grant application for the Volkswagen Environmental Mitigation Trust Funds.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Roseville hereby authorizes staff to submit an application to the San Joaquin Valley Air Pollution Control District for the Volkswagen Environmental Mitigation Trust Funds.

BE IT FURTHER RESOLVED that the City Manager or his designee is hereby authorized to sign required assurances, and to administer the Volkswagen Environmental Mitigation Trust Funds with respect to applications for Local, State and Federal programs, projects or grants, on behalf of the City of Roseville.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



COUNCIL COMMUNICATION

CC #: 2561

File #: 0400-04-12-1

Title: Sierra Vista Parcels DF-1 & DF-2 - Notice of Completion

Contact: Cody Allen 916-517-7598 cjallen@roseville.ca.us

Meeting Date: 3/1/2023

Item #: 6.7.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt the attached resolution accepting Parcels DF-1 & DF-2, CWJ# 190607 as complete and authorizing the City Engineer to execute the Notice of Completion.

BACKGROUND

The Engineering Division has made a final inspection of the above project and has found the roadway infrastructure work complete in accordance with the improvement plans and City specifications.

FISCAL IMPACT

The actions requested as part of this action have no impact to the City's General Fund. Construction costs were paid by the developer.

ENVIRONMENTAL REVIEW

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

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Cody Allen, Construction Inspector

Mike Isom, Development Services Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 23-074

Notice of Completion

DF-1 & DF-2 Exhibit A- Location Map

DF-1 & DF-2 Final Map

RESOLUTION NO. 23-074

RESOLUTION OF THE COUNCIL OF THE CITY OF ROSEVILLE ACCEPTING THE PUBLIC WORK KNOWN AS Sierra Vista Parcels DF-1 & DF-2 PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING AND DIRECTING THE CITY ENGINEER TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE, THEREFORE, AND ACCEPTING ALL DEDICATIONS OFFERED ON THE RECORDED MAP OF THE SUBDIVISION.

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

1. The "Notice of Completion" on file in the City Clerk's Department relative to that public work known as the Sierra Vista Parcels DF-1 & DF-2 is hereby approved and the public work accepted.
2. All rights of way and easements as offered on the final map of recorded with Placer County Recorder's Office Book FF of Maps, Page 95 is hereby accepted.
3. The City Engineer is hereby authorized and directed to execute said Notice on behalf of the City of Roseville.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

CITY CLERK

RECORDING REQUESTED BY AND WHEN
RECORDED MAIL TO:

CITY CLERK
CITY OF ROSEVILLE
311 VERNON STREET
ROSEVILLE, CA 95678

Exempt from recording fees
Pursuant to Gov't Code §27383

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN that the public work of improvement known as the _____ Project was completed and accepted by the City of Roseville on _____. The location is situated in the City of Roseville, County of Placer, State of California and is indicated on the attached map, marked as Exhibit "A" and incorporated herein by this reference. The real property herein described is owned by the City of Roseville, 311 Vernon Street, Roseville CA 95678.

The direct/general contractor on said project was _____.

The surety on said project was _____.

_____.

City of Roseville
Owner

ATTEST:

Carmen Avalos, City Clerk

State of California)
County of Placer)

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

City of Roseville

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

State of California)
County of Placer)

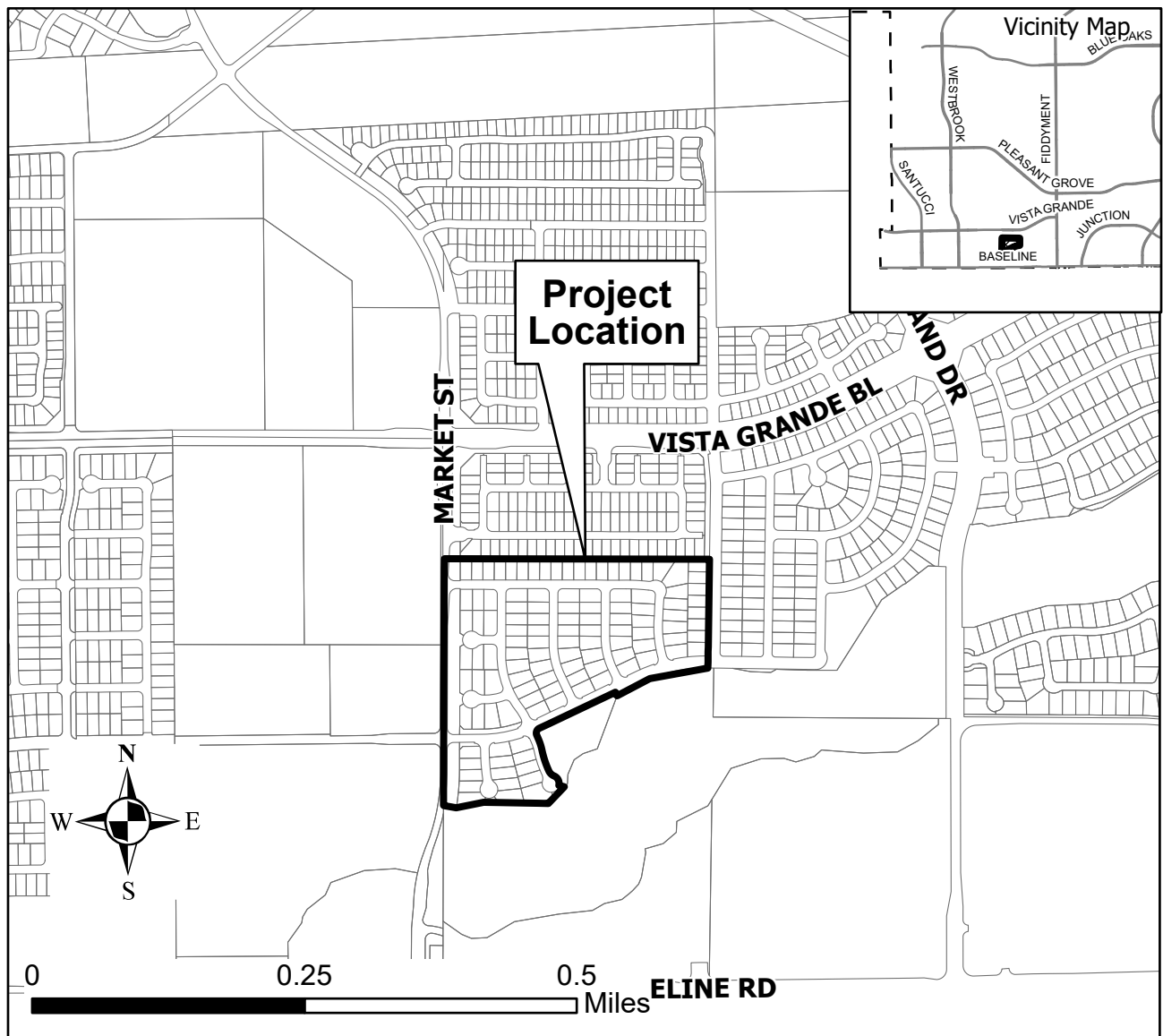
Subscribed and sworn to (or affirmed) before
me on this _____ day of _____,
20____, _____
proved to me on the basis of satisfactory
evidence to be the person(s) who appeared
before me.

Place Notary Seal and/or Stamp Above

Signature of Notary Public

Exhibit A: Location Map

City of Roseville Sierra Vista Parcels DF-1 & DF-2



OWNER'S STATEMENT

THE UNDERSIGNED HEREBY CERTIFY THAT THEY ARE THE ONLY PERSONS HAVING ANY RECORD TITLE INTEREST IN THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION SHOWN UPON THIS FINAL MAP OF "PARCELS DF-1 & DF-2" AND THEY HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS FINAL MAP AND HEREBY OFFER FOR DEDICATION AND DO HEREBY DEDICATE FOR SPECIFIC PURPOSES THE FOLLOWING:

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS EASEMENTS FOR PUBLIC PURPOSES:

- (A) PUBLIC EASEMENTS FOR THE INSTALLATION AND MAINTENANCE OF, BUT NOT LIMITED TO, ELECTROLIERS, WATER AND GAS PIPES, SEWER AND DRAINAGE PIPES, AND FOR UNDERGROUND WIRE AND CONDUITS FOR ELECTRIC, TELEPHONE AND TELEVISION SERVICES AND TRAFFIC CONTROL APPURTENANCES TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER, UNDER AND ACROSS LOTS A, B, C, D, E, F, G, H, THE STREETS SHOWN HEREON AS ACADIA COURT, CANYONLAND COURT, MELARS COURT, SUMMERVILLE COURT, BROOKSLEIGH DRIVE, CANYONLAND DRIVE, GUNNISON DRIVE, MARKET STREET, GLACIER BAY WAY, ARCHES WAY AND THOSE STRIPS OF LAND LYING CONTIGUOUS TO THE RIGHTS-OF-WAY AS SHOWN HEREON AND DESIGNATED "P.U.E." (PUBLIC UTILITY EASEMENT).
- (B) A PUBLIC EASEMENT FOR PEDESTRIAN / BICYCLE ACCESS AND THE INSTALLATION, REPAIR, REMOVAL OR REPLACEMENT OF LANDSCAPING TOGETHER WITH ANY AND ALL APPURTENANCES THERETO ON, OVER, UNDER AND ACROSS LOTS A, B, C, D, E, F, G AND H SHOWN HEREON AND DESIGNATED "PASEO EASEMENT" (P.E.).

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED IN FEE FOR PUBLIC PURPOSES:

- (A) AS PUBLIC RIGHT-OF-WAY (INCLUDING ALL IMPROVEMENTS THEREON) THE STREETS SHOWN HEREON AS ACADIA COURT, CANYONLAND COURT, MELARS COURT, SUMMERVILLE COURT, BROOKSLEIGH DRIVE, CANYONLAND DRIVE, GUNNISON DRIVE, MARKET STREET, GLACIER BAY WAY AND ARCHES WAY.
- (B) LOTS A, B, C, D, AND E AS SHOWN HEREON FOR LANDSCAPING PURPOSES AND AS PUBLIC RIGHTS-OF-WAY.
- (C) LOTS F, G, AND H AS SHOWN HEREON TO THE CITY OF ROSEVILLE FOR PUBLIC OPEN SPACE PURPOSES.

SV 218, LLC
A CALIFORNIA LIMITED LIABILITY COMPANY

BY: [Signature]
NAME: Martin Z. Ziegler
TITLE: Manager

BY: [Signature]
NAME: STEVEN A. Schmale
TITLE: VP

NOTARY'S ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA

COUNTY OF Placer

ON November 30, 2021 BEFORE ME, Karen Headley, A NOTARY PUBLIC

PERSONALLY APPEARED Martin Z. Ziegler and Steven A. Schmale 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: [Signature] PRINTED NAME: Karen Headley

MY PRINCIPAL PLACE OF BUSINESS IS Placer COUNTY

MY COMMISSION EXPIRES: 10-16-2022 MY COMMISSION NUMBER: 2258771

BENEFICIARY'S STATEMENT

DF PROPERTIES, INC., A CALIFORNIA CORPORATION, AS BENEFICIARY UNDER DEED OF TRUST TO SECURE INDEBTEDNESS AS RECORDED ON AUGUST 30, 2021, AS DOCUMENT NO. 2021-0109006, OFFICIAL RECORDS OF PLACER COUNTY, AGAINST THE LAND HEREIN SHOWN CONSENTS TO THE MAKING AND FILING OF THIS MAP.

BY: [Signature] BY: [Signature]
NAME: KENNETH DENIO NAME: JEFF RONTEN
TITLE: PRESIDENT TITLE: EXEC VP / CFO

NOTARY'S ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA

COUNTY OF Placer

ON December 6, 2021 BEFORE ME, Adrian Manuel David Austin, A NOTARY PUBLIC

PERSONALLY APPEARED Kenneth Denio 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: [Signature] PRINTED NAME: Adrian Manuel David Austin

MY PRINCIPAL PLACE OF BUSINESS IS Placer COUNTY

MY COMMISSION EXPIRES: 4/29/2022 MY COMMISSION NUMBER: 2240448

NOTARY'S ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA

COUNTY OF Placer

ON December 6, 2021 BEFORE ME, Adrian Manuel David Austin, A NOTARY PUBLIC

PERSONALLY APPEARED Jeff Ronten 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: [Signature] PRINTED NAME: Adrian Manuel David Austin

MY PRINCIPAL PLACE OF BUSINESS IS Placer COUNTY

MY COMMISSION EXPIRES: 4/29/2022 MY COMMISSION NUMBER: 2240448

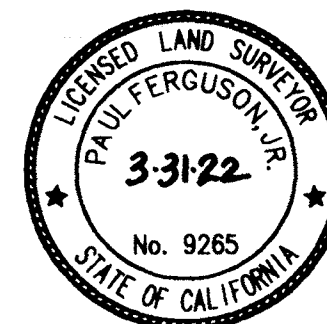
SURVEYOR'S STATEMENT

THIS MAP OF "PARCELS DF-1 & DF-2" WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF WESTPARK SIERRA VISTA, LLC, IN NOVEMBER, 2017. I HEREBY STATE THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN, THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS BEFORE DECEMBER 31, 2023, AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

MACKAY & SOMPS CIVIL ENGINEERS, INC.

BY: [Signature]
PAUL FERGUSON, JR., PLS 9265
EXPIRATION DATE: MARCH 31, 2022

DATE: 11/16/2021



CITY ENGINEER'S STATEMENT

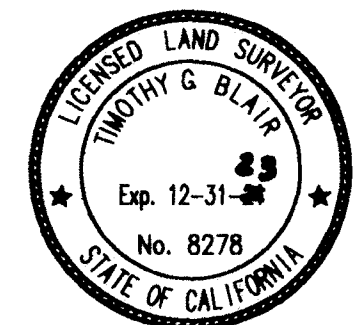
I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF "PARCELS DF-1 & DF-2" AND FIND IT TO BE SUBSTANTIALLY THE SAME AS THE TENTATIVE MAP ON FILE AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL APPLICABLE CITY ORDINANCES HAVE BEEN COMPLIED WITH.

[Signature] DATE: 1/4/22
MARC STOUT, R.C.E. 69879
CITY ENGINEER, CITY OF ROSEVILLE
LICENSE EXPIRES: SEPTEMBER 30, 2022

I HEREBY STATE THAT I AM SATISFIED THIS FINAL MAP OF "PARCELS DF-1 & DF-2" IS TECHNICALLY CORRECT.

FOR MARC STOUT, CITY ENGINEER, CITY OF ROSEVILLE

[Signature] DATE: 1/5/22
TIMOTHY G. BLAIR, PLS 8278
EXPIRES DECEMBER 31, 2023



CITY CLERK'S STATEMENT

I HEREBY CERTIFY THAT THE CITY COUNCIL, CITY OF ROSEVILLE, HAS APPROVED THIS FINAL MAP OF "PARCELS DF-1 & DF-2", AND HAS ACCEPTED ON BEHALF OF THE PUBLIC THE EASEMENTS OFFERED HEREON FOR DEDICATION AND HAVE ACCEPTED, SUBJECT TO IMPROVEMENT, LOTS A, B, C, D, E, F, G AND H, AND THE RIGHTS-OF-WAY OFFERED HEREON FOR DEDICATION AND DOES ALSO HEREBY APPROVE THE ABANDONMENT OF THE RIGHTS-OF-WAY AND EASEMENTS LISTED HEREON WITHIN NOTE 8 ON SHEET 2.

Acting [Signature]
CITY CLERK, CITY OF ROSEVILLE

DATE: 1-20-22 BY: [Signature]
ASSISTANT CITY CLERK

RECORDER'S STATEMENT

FILED THIS 16TH DAY OF FEBRUARY, 2022, AT 12:54 P.M. IN BOOK FF OF MAPS, AT PAGE 95, IN THE OFFICE OF THE PLACER COUNTY RECORDER, AT THE REQUEST OF MACKAY & SOMPS CIVIL ENGINEERS, INC.

[Signature] DOCUMENT NO.: 2022-0014521
RECORDER OF PLACER COUNTY
STATE OF CALIFORNIA

BY: [Signature] FEE: \$ 110.00
DEPUTY

FINAL MAP OF PARCELS DF-1 & DF-2 SMALL LOT MAP SUBDIVISION SUBDIVISION No. PL18-0189

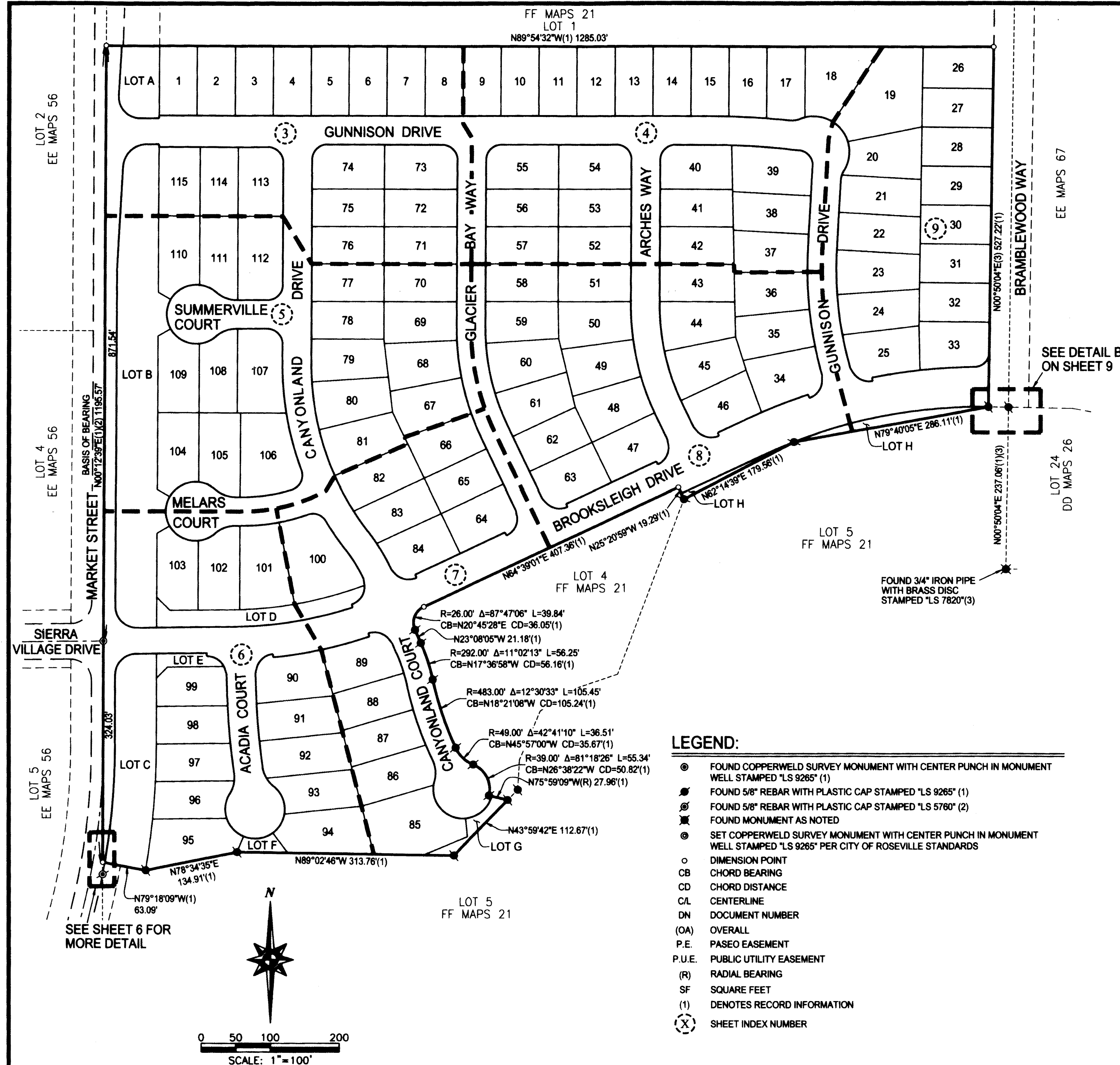
BEING A MERGER AND RESUBDIVISION OF LOT 2 AND LOT 3 AND A PORTION OF MARKET STREET AS SHOWN ON THAT CERTAIN FINAL MAP ENTITLED "SIERRA VISTA DF PROPERTIES, INC., LARGE LOT SUBDIVISION, SUBDIVISION NO. PL15-0192" FILED FOR RECORD ON OCTOBER 28, 2020 IN BOOK FF OF MAPS, AT PAGE 21, PLACER COUNTY RECORDS, LOCATED IN A PORTION OF THE SOUTH HALF OF SECTION 36, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN

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MACKAY & SOMPS
ENGINEERS PLANNERS SURVEYORS
1025 Creekside Ridge Drive, Suite 150, Roseville, CA 95678 (916) 773-1189

DECEMBER 2021

SHEET 1 OF 10 18476.D1D2



NOTES

1. TOTAL AREA OF THIS SUBDIVISION IS 25.174± ACRES GROSS, CONSISTING OF 115 RESIDENTIAL LOTS AND 5 LANDSCAPE LOTS AND 3 OPEN SPACE LOTS.
2. ALL CURVES ARE DIMENSIONED WITH RADIUS, DELTA, ARC LENGTH, CHORD BEARING AND CHORD LENGTH. DISTANCES SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF AND ARE "GROUND" DISTANCES. DUE TO ROUNDING, THE SUM OF INDIVIDUAL DIMENSIONS MAY NOT EQUAL THE OVERALL DIMENSION.
3. A PRELIMINARY SOILS REPORT WAS PREPARED BY YOUNGDAHL CONSULTING GROUP, INC. PROJECT NO. E14298.000, BASELINE MARKETPLACE, DATED NOVEMBER 2014, AND AN UPDATE AND ADDENDUM REPORT DATED AUGUST 2017 PROJECT NO. E14298.002 IS ON FILE WITH THE CITY OF ROSEVILLE, DEVELOPMENT SERVICES - ENGINEERING DEPARTMENT, FILE No. 308-934.
4. ALL FRONT CORNERS ARE MARKED BY A 1" DIAMETER BRASS DISC STAMPED "LS 9265" IN THE SIDEWALK ON THE EXTENSION OF SIDE LOT LINES 1.00' FROM THE PROPERTY LINE, UNLESS OTHERWISE NOTED.
5. ALL REAR CORNERS AND ANGLE POINTS WILL BE SET WITH A 5/8" REBAR AND PLASTIC CAP STAMPED "LS 9265", WHERE A REAR CORNER FALLS WITHIN A MASONRY RETAINING WALL, MASONRY SOUND WALL OR CONCRETE FOOTING, A 5/8" REBAR WITH PLASTIC CAP STAMPED "LS 9265" WILL BE SET ON THE SIDE LOT LINE ON A 4.00 FOOT OFFSET TO THE REAR CORNER OR A BRASS TAG STAMPED "LS 9265" WILL BE SET WITH EPOXY TO THE FACE OF WALL 2.00 FOOT ABOVE GROUND OR ON TOP OF WALL WHERE AN OFFSET MONUMENT CANNOT BE SET.
6. THIS PROPERTY IS SUBJECT TO THE TERMS, CONDITIONS AND COVENANTS OF A RECIPROCAL EASEMENT AGREEMENT FOR TEMPORARY ACCESS AND TEMPORARY CONSTRUCTION PURPOSES RECORDED ON JUNE 6, 2017 AS DOC. NO. 2017-0041424. SAID EASEMENT, NOT SHOWN HEREON, LIES ENTIRELY WITHIN LOTS A, B AND C.
7. THIS PROPERTY IS SUBJECT TO A TEMPORARY CONSTRUCTION EASEMENT RECORDED ON AUGUST 30, 2021 AS DOC. NO. 2021-0109009. EASEMENT SHALL EXPIRE ONCE IN-TRACT IMPROVEMENTS ARE COMPLETE. SAID EASEMENT, NOT SHOWN HEREON, ENCOMPASSES THE ENTIRE PROPERTY BEING SUBDIVIDED WITH THIS MAP.
8. PURSUANT TO SECTION 66499.20.2 OF THE GOVERNMENT CODE, THE LANDS SHOWN HEREON, ARE HEREBY MERGED AND RE-SUBDIVIDED AND THE FOLLOWING RIGHTS-OF-WAY AND EASEMENTS, NOT SHOWN HEREON, ARE HEREBY ABANDONED:
 - a. THOSE PORTIONS OF MARKET STREET AS SHOWN ON THAT CERTAIN FINAL MAP ENTITLED "SIERRA VISTA DF PROPERTIES" RECORDED IN BOOK FF OF MAPS, AT PAGE 21, PLACER COUNTY RECORDS, LYING WITHIN THE BOUNDARY OF THIS FINAL MAP.
 - b. 60' P.U.E./P.E. ALONG THE EASTERLY RIGHT-OF-WAY OF MARKET STREET, WITHIN LOT 2 AS SHOWN ON THAT CERTAIN FINAL MAP ENTITLED "SIERRA VISTA DF PROPERTIES" RECORDED IN BOOK FF OF MAPS, AT PAGE 21, PLACER COUNTY RECORDS.
 - c. 60' P.U.E. ALONG THE EASTERLY RIGHT-OF-WAY OF MARKET STREET, WITHIN LOT 3 AS SHOWN ON THAT CERTAIN FINAL MAP ENTITLED "SIERRA VISTA DF PROPERTIES" RECORDED IN BOOK FF OF MAPS, AT PAGE 21, PLACER COUNTY RECORDS.
 - d. 30' M.A.E. / P.U.E. WITHIN LOT 2 AS SHOWN ON THAT CERTAIN FINAL MAP ENTITLED "SIERRA VISTA DF PROPERTIES" RECORDED IN BOOK FF OF MAPS, AT PAGE 21, PLACER COUNTY RECORDS.

BASIS OF BEARINGS:

THE BEARING N 00°12'39" E, BEING THE WEST LINE OF LOT 2 AND LOT 3 AS SHOWN AND SO DESIGNATED ON THAT CERTAIN FINAL MAP ENTITLED "SIERRA VISTA - DF PROPERTIES, INC, LARGE LOT SUBDIVISION, SUBDIVISION NO. PL15-0192", FILED FOR RECORD ON OCTOBER 29, 2020 IN BOOK FF OF MAPS, AT PAGE 21, PLACER COUNTY RECORDS. DISTANCES SHOWN HEREON ARE GROUND DISTANCES.

REFERENCES:

- (1) FF MAPS 21
- (2) EE MAPS 56
- (3) DD MAPS 26

**FINAL MAP OF
PARCELS DF-1 & DF-2
SMALL LOT MAP SUBDIVISION
SUBDIVISION No. PL18-0189**

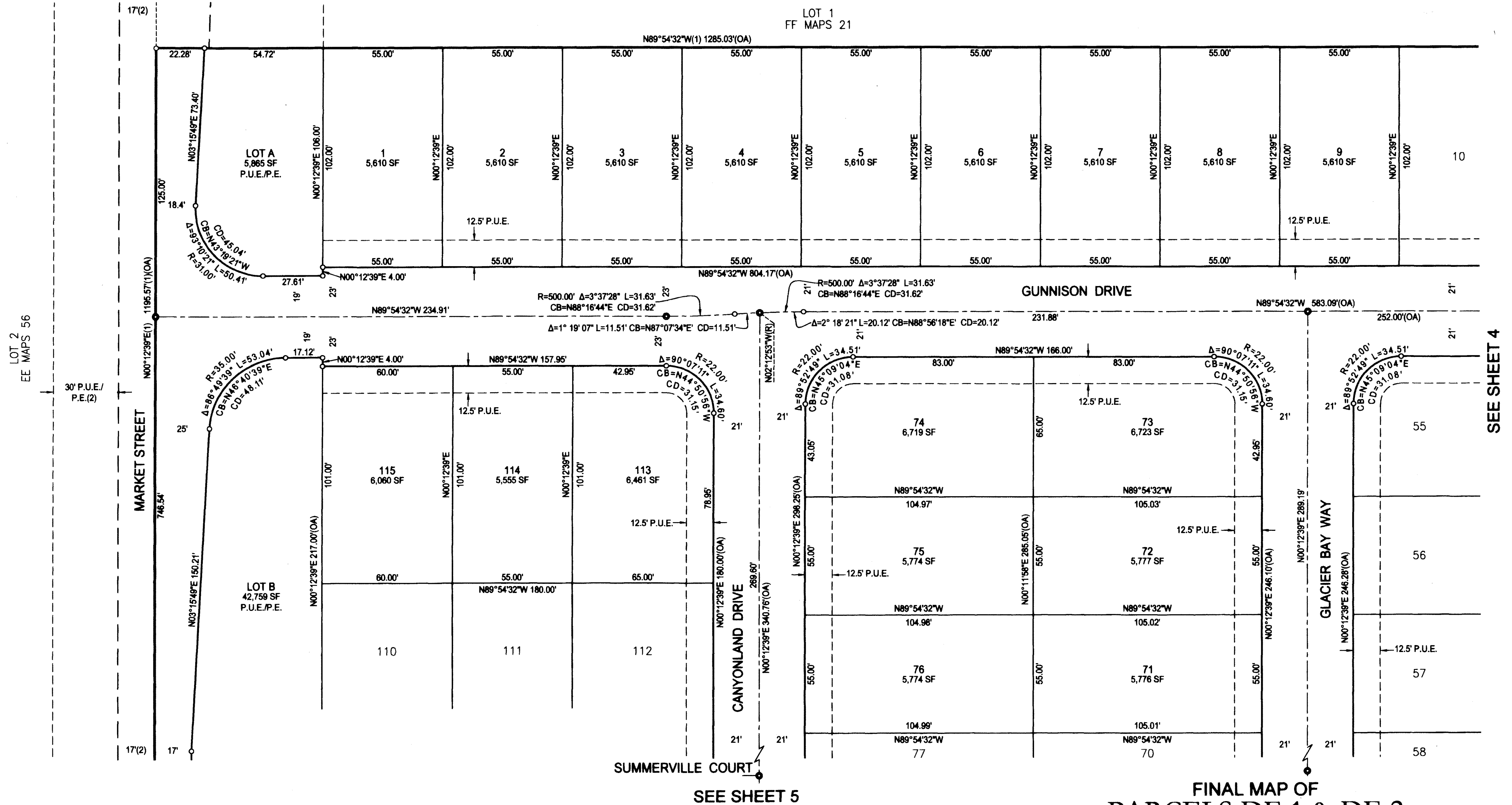
BEING A MERGER AND RESUBDIVISION OF LOT 2 AND LOT 3 AND A PORTION OF MARKET STREET AS SHOWN ON THAT CERTAIN FINAL MAP ENTITLED "SIERRA VISTA OF PROPERTIES, INC., LARGE LOT SUBDIVISION, SUBDIVISION NO. PL15-0192" FILED FOR RECORD ON OCTOBER 29, 2020 IN BOOK FF OF MAPS, AT PAGE 21, PLACER COUNTY RECORDS, LOCATED IN A PORTION OF THE SOUTH HALF OF SECTION 36, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN

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MACKAY & SONPS
ENGINEERS PLANNERS SURVEYORS
1025 Crestside Ridge Drive, Suite 150, Roseville, CA 95678, (916) 773-1189

DECEMBER 2021

SHEET 2 OF 10 18476.D1D2



**FINAL MAP OF
PARCELS DF-1 & DF-2
SMALL LOT MAP SUBDIVISION
SUBDIVISION No. PL18-0189**

BEING A MERGER AND RESUBDIVISION OF LOT 2 AND LOT 3 AND A PORTION OF MARKET STREET AS SHOWN ON THAT CERTAIN FINAL MAP ENTITLED "SIERRA VISTA OF PROPERTIES, INC., LARGE LOT SUBDIVISION, SUBDIVISION NO. PL15-0192" FILED FOR RECORD ON OCTOBER 28, 2020 IN BOOK FF OF MAPS, AT PAGE 21, PLACER COUNTY RECORDS, LOCATED IN A PORTION OF THE SOUTH HALF OF SECTION 36, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN

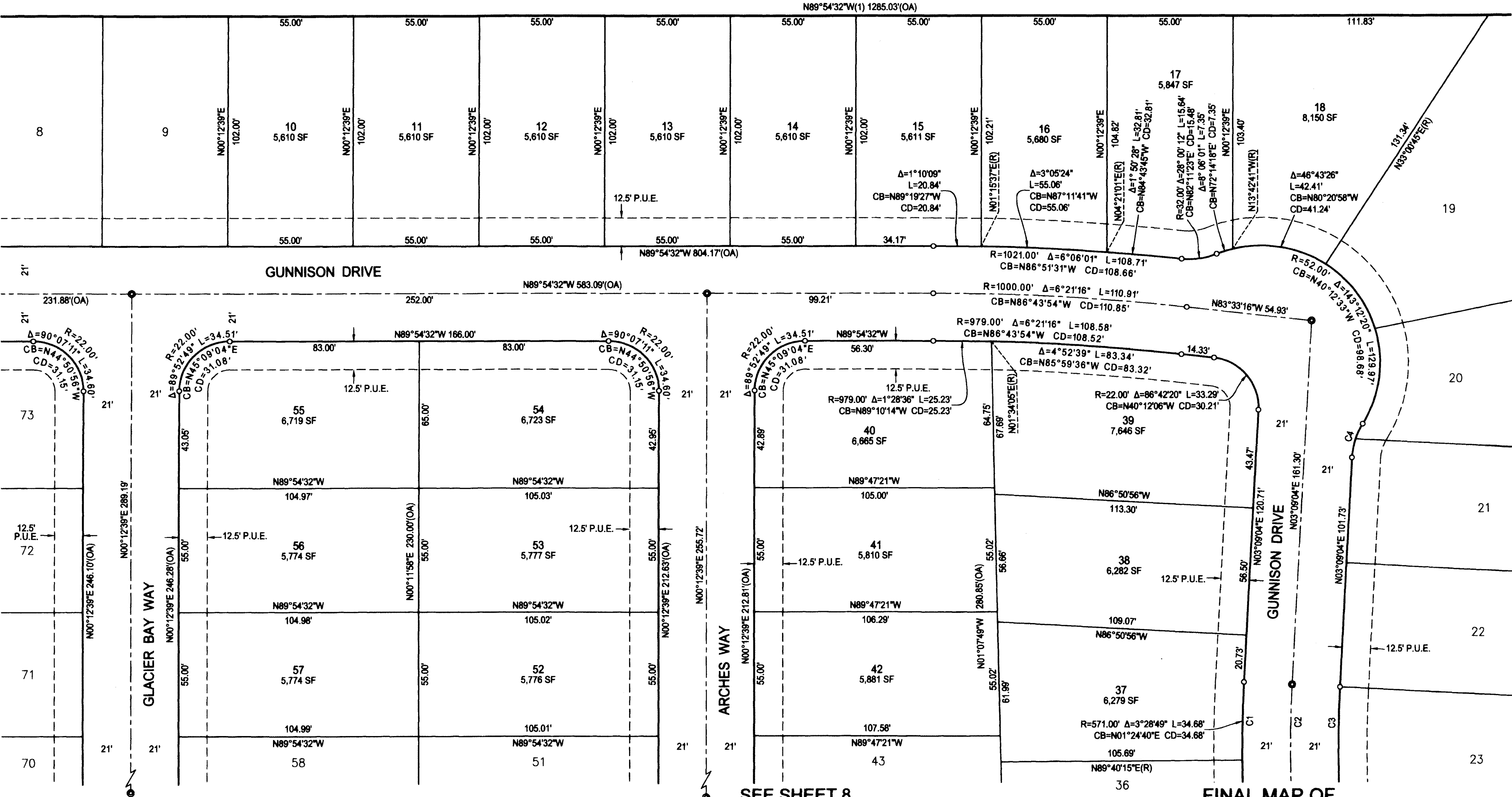
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1025 Creekside Ridge Drive, Suite 150, Roseville, CA 95678 (916) 773-1189

DECEMBER 2021
SHEET 3 OF 10 18476.D1D2

SEE SHEET 2 FOR NOTES, BASIS OF BEARINGS, LEGEND AND REFERENCES

LOT 1
FF MAPS 21

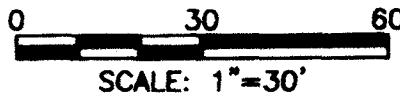


Curve Table					
Curve #	Radius	Delta	Length	Chord Bearing	Chord Length
C1	571.00'	18°04'51"	180.19'	N5° 53' 21"W	179.44'
C2	550.00'	18°04'51"	173.56'	N5° 53' 21"W	172.84'
C3	529.00'	18°04'51"	166.94'	N5° 53' 21"W	166.24'
C4	32.00'	28°14'33"	15.77'	N17° 16' 21"E	15.61'

SEE SHEET 2 FOR NOTES, BASIS OF BEARINGS, LEGEND AND REFERENCES

SEE SHEET 8

SEE SHEET 9



FINAL MAP OF
PARCELS DF-1 & DF-2
SMALL LOT MAP SUBDIVISION
SUBDIVISION No. PL18-0189

BEING A MERGER AND RESUBDIVISION OF LOT 2 AND LOT 3 AND A PORTION OF MARKET STREET AS SHOWN ON THAT CERTAIN FINAL MAP ENTITLED "SIERRA VISTA OF PROPERTIES, INC., LARGE LOT SUBDIVISION, SUBDIVISION NO. PL15-0192" FILED FOR RECORD ON OCTOBER 29, 2020 IN BOOK FF OF MAPS, AT PAGE 21, PLACER COUNTY RECORDS, LOCATED IN A PORTION OF THE SOUTH HALF OF SECTION 36, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN

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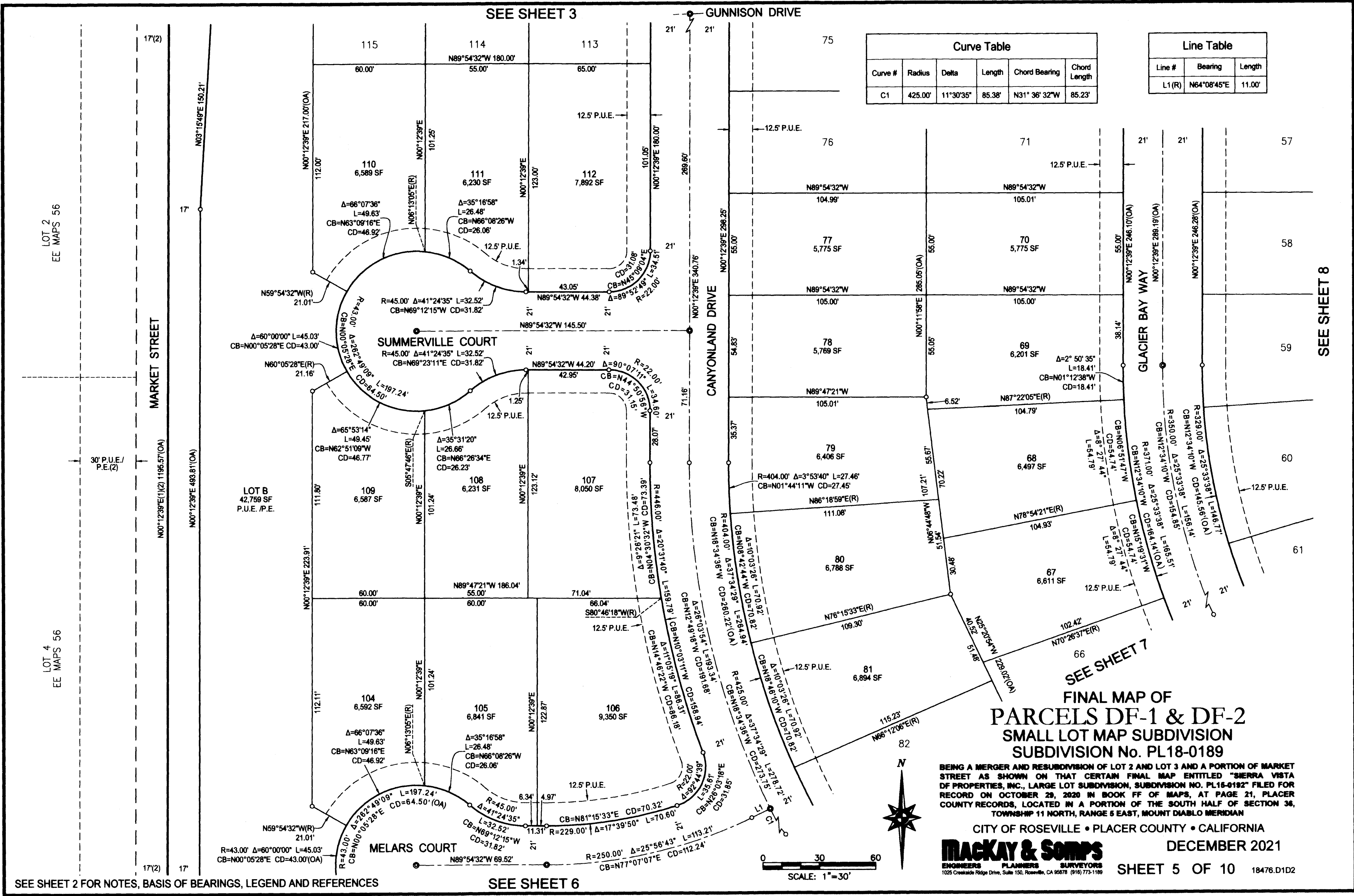
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ENGINEERS PLANNERS SURVEYORS
1025 Creekside Ridge Drive, Suite 150, Roseville, CA 95678 (916) 773-1189

DECEMBER 2021

SHEET 4 OF 10 18476.D1D2

Curve Table				
Curve #	Radius	Delta	Length	Chord Bearing
C1	425.00'	11°30'35"	85.38'	N31°36'32"W
Chord Length				
85.23'				

Line Table		
Line #	Bearing	Length
L1(R)	N64°08'45"E	11.00'



Line Table		
Line #	Bearing	Length
L1(R)	S17°54'32"E	5.00'
L2(R)	N0°38'17"W	5.00'
L3(R)	N22°30'04"E	24.99'
L4(R)	N5°46'26"W	5.00'

SEE SHEET 2 FOR NOTES, BASIS OF BEARINGS, LEGEND AND REFERENCES

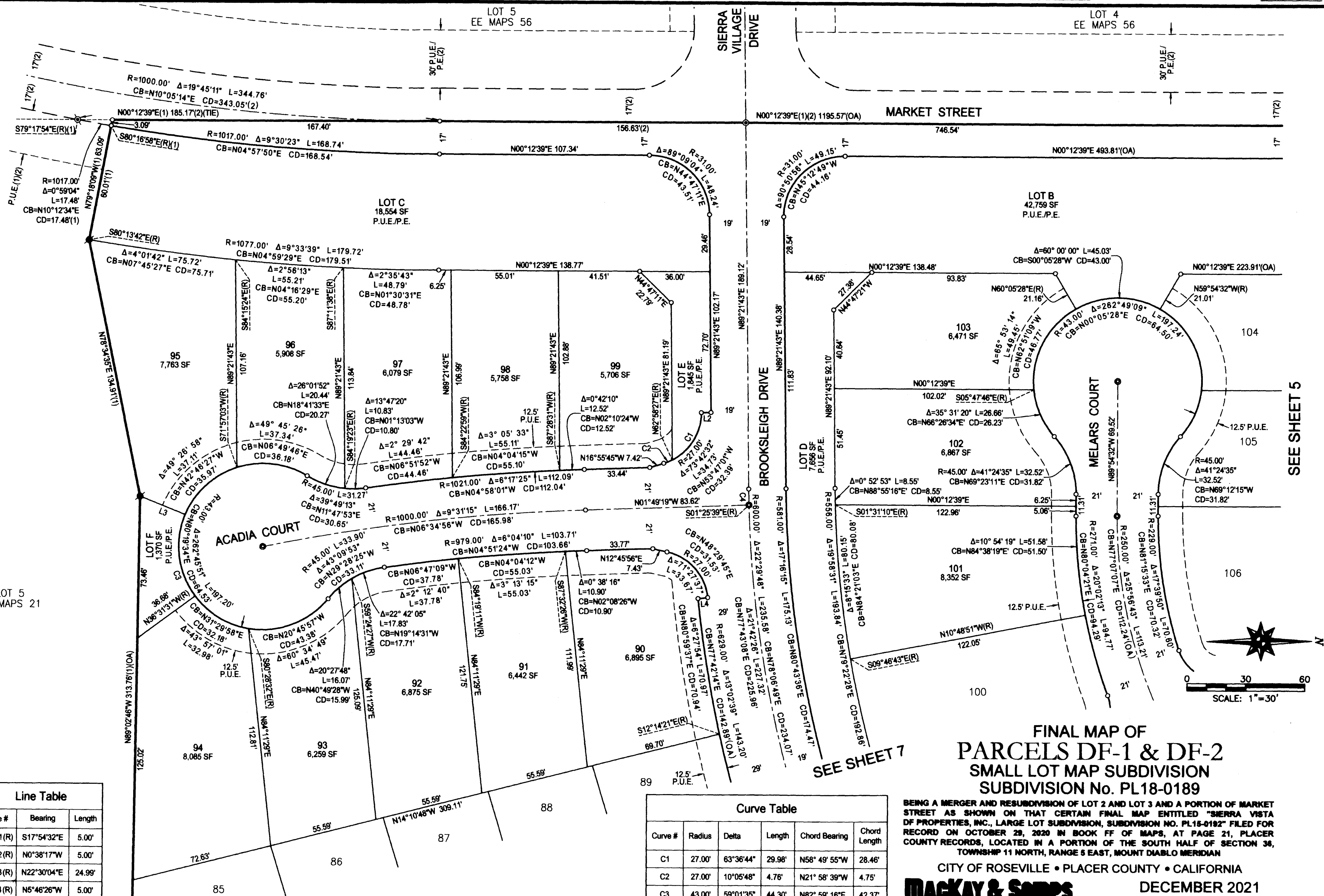
Curve Table					
Curve #	Radius	Delta	Length	Chord Bearing	Chord Length
C1	27.00'	63°36'44"	29.98'	N58°49'55"W	28.46'
C2	27.00'	10°05'48"	4.76'	N21°58'39"W	4.75'
C3	43.00'	59°01'35"	44.30'	N82°59'16"E	42.37'
C4	600.00'	0°47'22"	8.27'	N88°58'02"E	8.27'

BEING A MERGER AND RESUBDIVISION OF LOT 2 AND LOT 3 AND A PORTION OF MARKET STREET AS SHOWN ON THAT CERTAIN FINAL MAP ENTITLED "SIERRA VISTA DF PROPERTIES, INC., LARGE LOT SUBDIVISION, SUBDIVISION NO. PL15-0192" FILED FOR RECORD ON OCTOBER 28, 2020 IN BOOK FF OF MAPS, AT PAGE 21, PLACER COUNTY RECORDS, LOCATED IN A PORTION OF THE SOUTH HALF OF SECTION 38, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN

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DECEMBER 2021

Mackay & Sonps
ENGINEERS PLANNERS SURVEYORS
1025 Creekside Ridge Drive, Suite 150, Roseville, CA 95678 (916) 773-1188

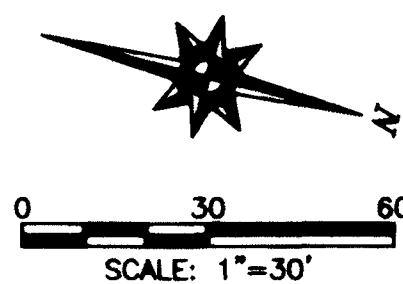
SHEET 6 OF 10 18476.D1D2



SEE SHEET 2 FOR NOTES, BASIS OF BEARINGS, LEGEND AND REFERENCES

SEE SHEET 6

SEE SHEET 5

LOT 5
FF MAPS 21

FINAL MAP OF PARCELS DF-1 & DF-2 SMALL LOT MAP SUBDIVISION SUBDIVISION No. PL18-0189

BEING A MERGER AND RESUBDIVISION OF LOT 2 AND LOT 3 AND A PORTION OF MARKET STREET AS SHOWN ON THAT CERTAIN FINAL MAP ENTITLED "SIERRA VISTA DF PROPERTIES, INC., LARGE LOT SUBDIVISION, SUBDIVISION NO. PL15-0182" FILED FOR RECORD ON OCTOBER 29, 2020 IN BOOK FF OF MAPS, AT PAGE 21, PLACER COUNTY RECORDS, LOCATED IN A PORTION OF THE SOUTH HALF OF SECTION 36, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN

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BRACKAY & SORPS
ENGINEERS PLANNERS SURVEYORS
1025 Creekside Ridge Drive, Suite 150, Roseville, CA 95678 (916) 773-1189

DECEMBER 2021

SHEET 7 OF 10 18476.D1D2

Line Table		
Line #	Bearing	Length
L1(R)	N64°08'45"E	11.00'
L2(R)	N18°49'05"W	5.00'
L3	N37°38'53"W	7.43'
L4	N8°43'12"W	7.46'
L5(R)	N17°54'32"W	5.00'
L6(R)	N25°20'59"W	5.00'
L7	N40°25'25"W	7.42'

Curve Table				
Curve #	Radius	Delta	Length	Chord Bearing
C1	600.00'	2°12'54"	23.20'	N65°45'28"E
C2	371.00'	25°33'38"	165.51'	N12°34'10"W
C3	350.00'	25°33'38"	156.14'	N12°34'10"W
C4	329.00'	25°33'38"	146.77'	N12°34'10"W
C6	27.00'	76°19'50"	35.97'	N33°55'34"E
C7	27.00'	4°28'50"	2.11'	N6°28'46"W
C8	446.00'	20°31'40"	159.79'	N10°03'11"W

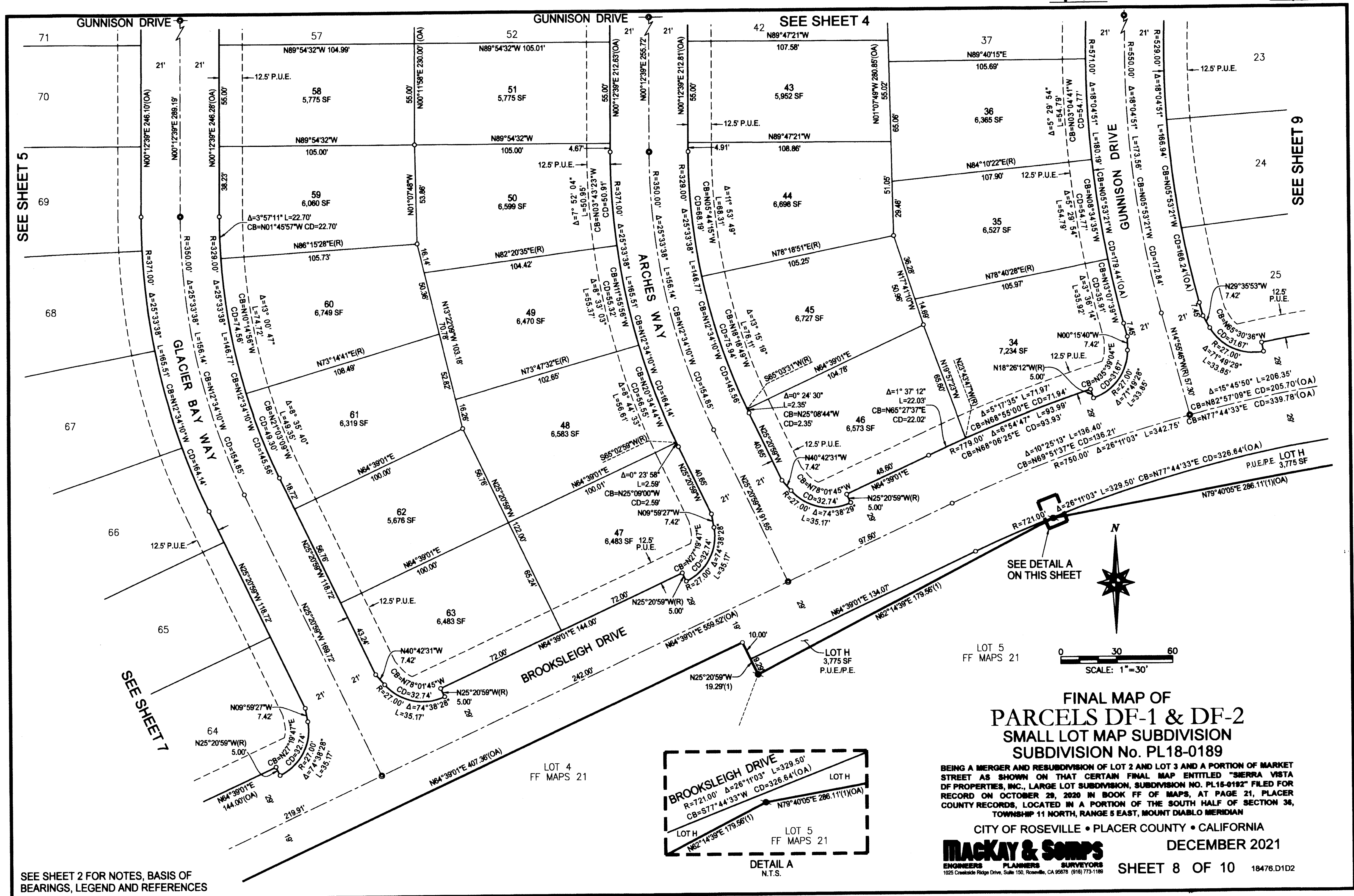
LOT 4
FF MAPS 21

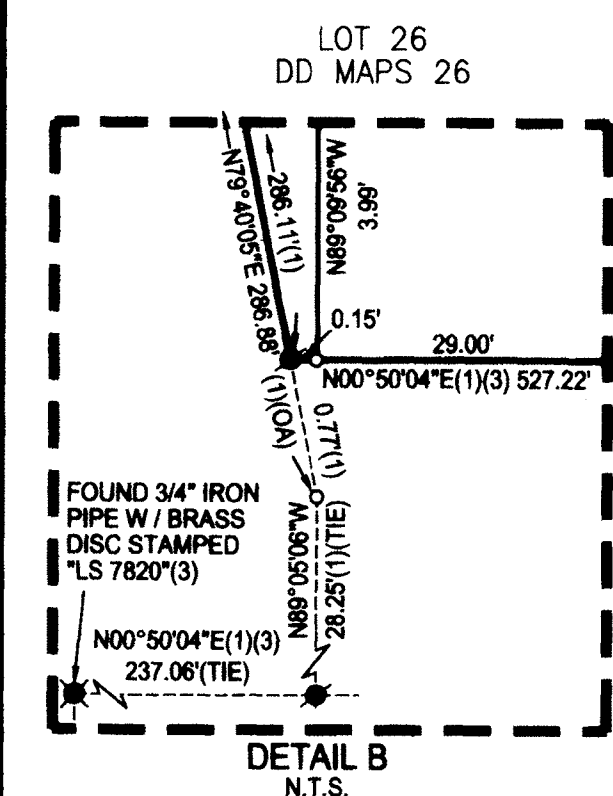
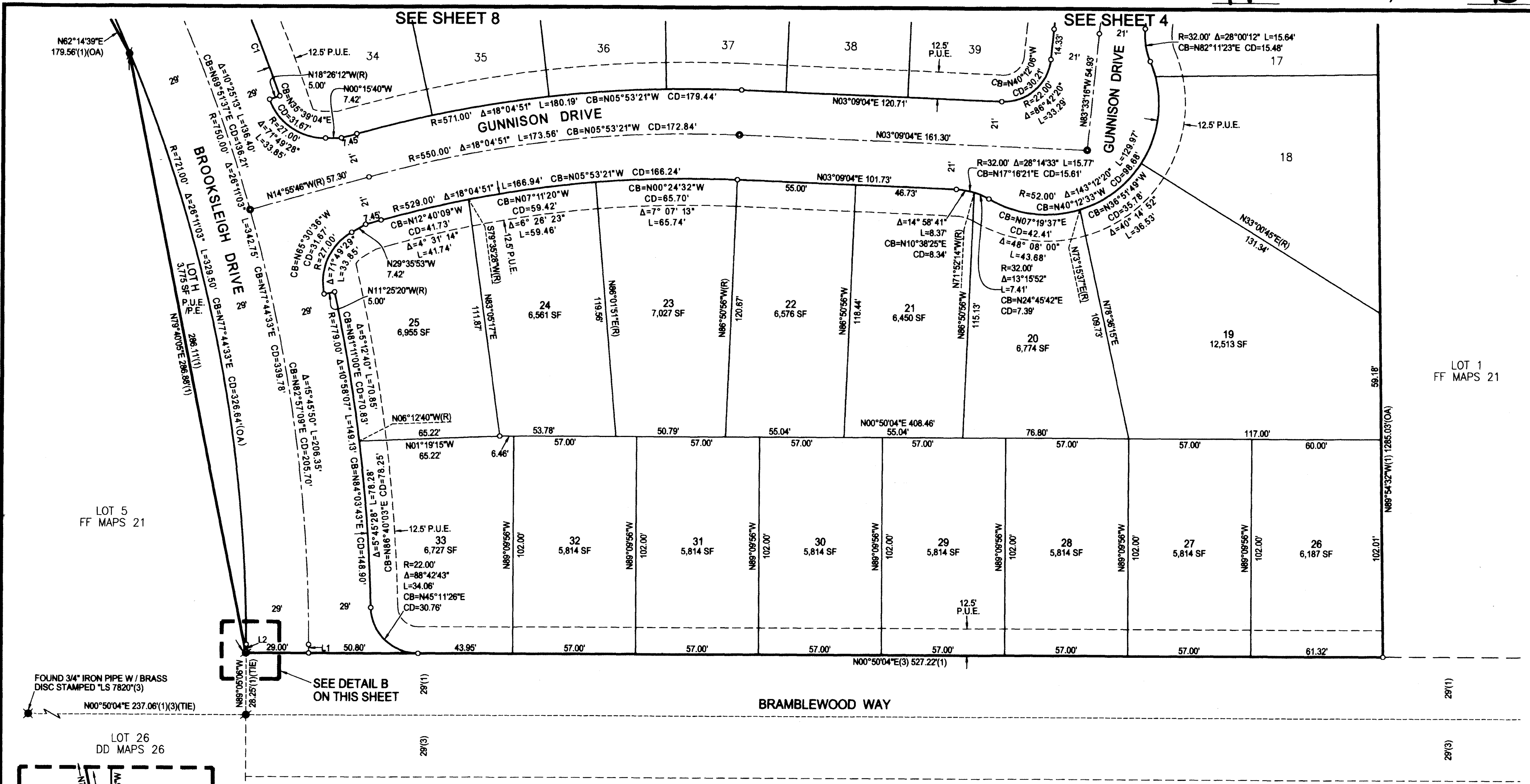
BROOKSLEIGH DRIVE

GLACIER BAY WAY

SEE SHEET 8

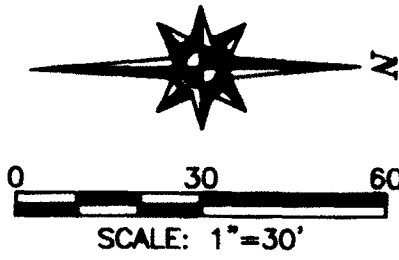
SHEET 7 OF 10





Line Table		
Line #	Bearing	Length
L1	N89°09'56"W	3.99'
L2	N89°09'56"W	3.99'

Curve Table					
Curve #	Radius	Delta	Length	Chord Bearing	Chord Length
C1	779.00'	6°54'47"	93.99'	N68°06'25"E	93.93'



FINAL MAP OF
PARCELS DF-1 & DF-2
SMALL LOT MAP SUBDIVISION
SUBDIVISION No. PL18-0189

BEING A MERGER AND RESUBDIVISION OF LOT 2 AND LOT 3 AND A PORTION OF MARKET STREET AS SHOWN ON THAT CERTAIN FINAL MAP ENTITLED "SIERRA VISTA DF PROPERTIES, INC., LARGE LOT SUBDIVISION, SUBDIVISION NO. PL15-0192" FILED FOR RECORD ON OCTOBER 29, 2020 IN BOOK FF OF MAPS, AT PAGE 21, PLACER COUNTY RECORDS, LOCATED IN A PORTION OF THE SOUTH HALF OF SECTION 36, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN

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DECEMBER 2021
SHEET 9 OF 10 18476.D1D2

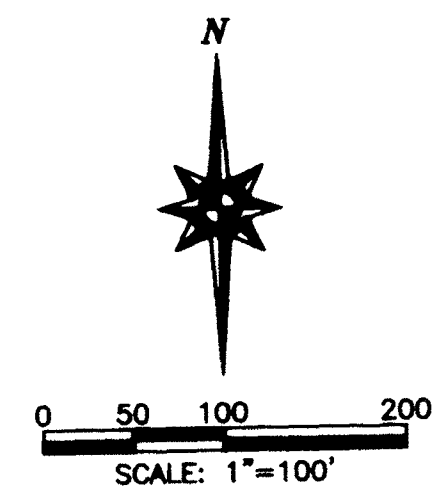
SEE SHEET 2 FOR NOTES, BASIS OF BEARINGS, LEGEND AND REFERENCES

ADDITIONAL INFORMATION FOR INFORMATIONAL PURPOSES ONLY PURSUANT TO SECTION 66434.2 OF THE GOVERNMENT CODE

EACH RESIDENTIAL DWELLING CONSTRUCTED ON ANY OF THE LOTS INDICATED SHALL BE FITTED WITH A SEWER BACKFLOW PREVENTER VALVE AS APPROVED BY THE CITY OF ROSEVILLE. IT SHALL BE THE RESPONSIBILITY OF THE OWNER OF SAID DWELLING TO MAINTAIN THE VALVE AND PREVENT DAMAGE FROM OCCURRING THERETO. THE CITY OF ROSEVILLE SHALL NOT BE RESPONSIBLE FOR THE MAINTENANCE OR PERFORMANCE OF THE VALVE, AND THE CITY OF ROSEVILLE SHALL NOT BE LIABLE FOR ANY DAMAGE OCCURRING TO ANY SUCH DWELLING OR ITS CONTENTS DUE TO FAILURE OF THE VALVE FOR ANY REASON WHATSOEVER.

LEGEND

* DENOTES SEWER BACKFLOW PREVENTER VALVE REQUIRED ON SANITARY SEWER CONNECTION BY THE CITY OF ROSEVILLE WITH THE BUILDING PERMIT AND MAINTAINED THEREAFTER BY THE OWNER.



**FINAL MAP OF
PARCELS DF-1 & DF-2
SMALL LOT MAP SUBDIVISION
SUBDIVISION No. PL18-0189**

BEING A MERGER AND RESUBDIVISION OF LOT 2 AND LOT 3 AND A PORTION OF MARKET STREET AS SHOWN ON THAT CERTAIN FINAL MAP ENTITLED "SIERRA VISTA DF PROPERTIES, INC., LARGE LOT SUBDIVISION, SUBDIVISION NO. PL15-0192" FILED FOR RECORD ON OCTOBER 29, 2020 IN BOOK FF OF MAPS, AT PAGE 21, PLACER COUNTY RECORDS, LOCATED IN A PORTION OF THE SOUTH HALF OF SECTION 36, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN

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1025 Creekside Ridge Drive, Suite 150, Roseville, CA 95678 (916) 773-1189

DECEMBER 2021

SHEET 10 OF 10 18476.D1D2





COUNCIL COMMUNICATION

CC #: 2556

File #: 0400-04-09-1

Title: Fiddymment Ranch - Phase 3 Village F-6A2 - Notice of Completion

Contact: Troy Galvin 916-223-7441 jtgaltin@roseville.ca.us

Meeting Date: 3/1/2023

Item #: 6.8.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt the attached resolution accepting Fiddymment Ranch - Phase 3 Village F-6A2, CWJ#190694 as complete and authorizing the City Engineer to execute the Notice of Completion.

BACKGROUND

The Engineering Division has made a final inspection of the above project and has found the roadway infrastructure work complete in accordance with the improvement plans and City specifications.

FISCAL IMPACT

The actions requested as part of this action have no impact to the City's General Fund. Construction costs were paid by the developer.

ENVIRONMENTAL REVIEW

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

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Troy Galvin, Construction Inspector

Mike Isom, Development Services Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 23-073

NOC

Exhibit A : Location Map

Final Map

RESOLUTION NO. 23-073

RESOLUTION OF THE COUNCIL OF THE CITY OF ROSEVILLE ACCEPTING THE PUBLIC WORK KNOWN AS FIDDYMENT RANCH - PHASE 3 VILLAGE F-6A2 PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING AND DIRECTING THE CITY ENGINEER TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE, THEREFORE, AND ACCEPTING ALL DEDICATIONS OFFERED ON THE RECORDED MAP OF THE SUBDIVISION.

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

1. The "Notice of Completion" on file in the City Clerk's Department relative to that public work known as the Fiddymment Ranch – Phase 3 Village F-6A2 is hereby approved and the public work accepted.
2. All rights of way and easements as offered on the final map of recorded with Placer County Recorder's Office Book GG of Maps, Page 36 is hereby accepted.
3. The City Engineer is hereby authorized and directed to execute said Notice on behalf of the City of Roseville.

PASSED AND ADOPTED by the Council of the City of Roseville, this_____day of_____, 2023, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

CITY CLERK

RECORDING REQUESTED BY AND WHEN
RECORDED MAIL TO:

CITY CLERK
CITY OF ROSEVILLE
311 VERNON STREET
ROSEVILLE, CA 95678

Exempt from recording fees
Pursuant to Gov't Code §27383

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN that the public work of improvement known as the _____ Project was completed and accepted by the City of Roseville on _____. The location is situated in the City of Roseville, County of Placer, State of California and is indicated on the attached map, marked as Exhibit "A" and incorporated herein by this reference. The real property herein described is owned by the City of Roseville, 311 Vernon Street, Roseville CA 95678.

The direct/general contractor on said project was _____.

The surety on said project was _____.

_____.

City of Roseville
Owner

ATTEST:

Carmen Avalos, City Clerk

State of California)
County of Placer)

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

City of Roseville

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

State of California)
County of Placer)

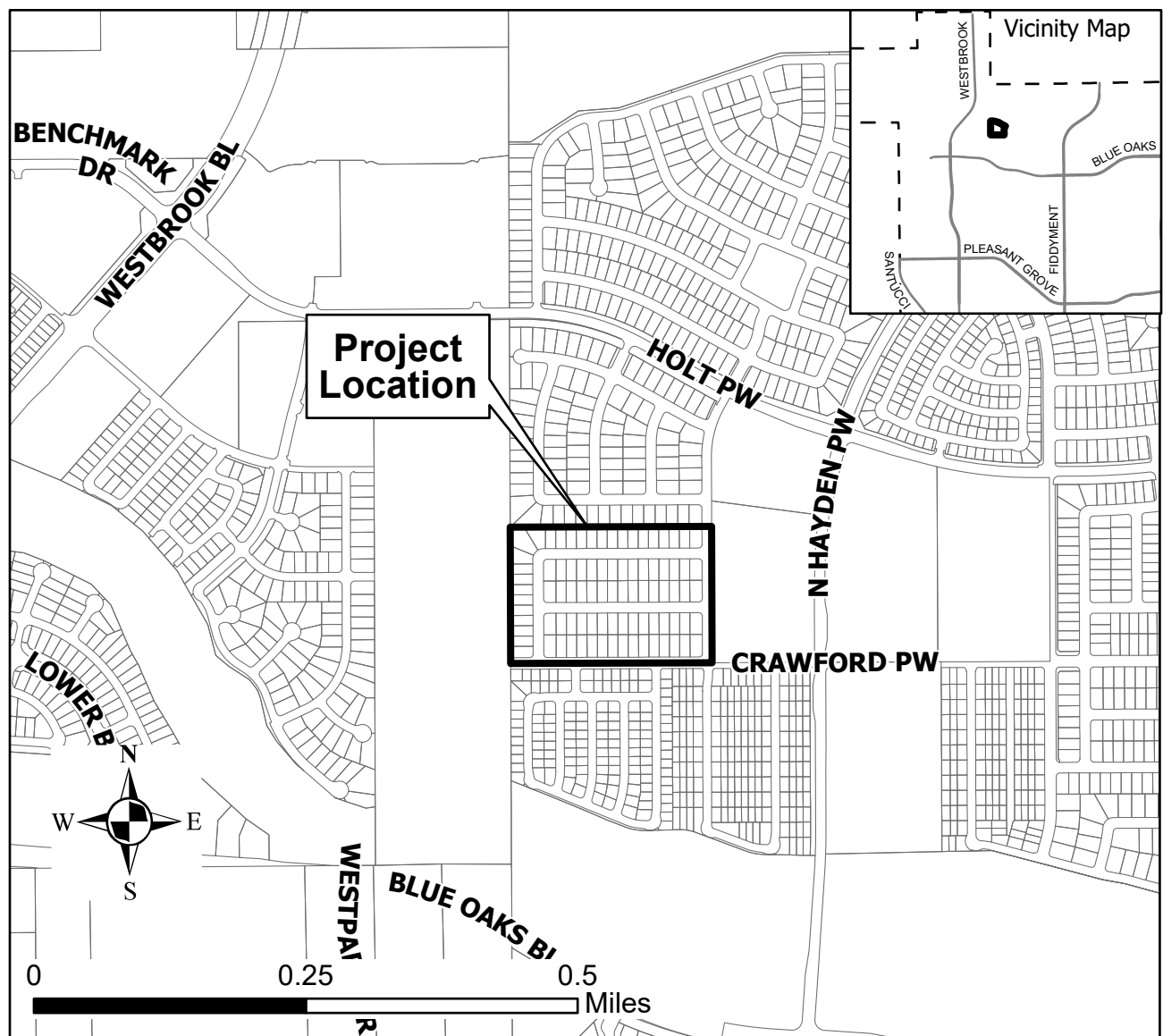
Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 20____, _____ proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Place Notary Seal and/or Stamp Above

Signature of Notary Public

Exhibit A: Location Map

City of Roseville Fiddymment Ranch Phase 3 Village F-6A2



OWNER'S STATEMENT

THE UNDERSIGNED HEREBY CERTIFY THAT THEY ARE THE ONLY PERSONS HAVING ANY RECORD TITLE INTEREST IN THE REAL PROPERTY INCLUDED WITHIN THE BOUNDARIES OF THIS SUBDIVISION MAP, "FINAL MAP OF FIDDYMENT RANCH PHASE 3 - VILLAGE F-6A2" AS SHOWN UPON THIS MAP, AND DO HEREBY CONSENT TO THE PREPARATION AND RECORDING OF SAID MAP AND THAT THE CONSENT OF NO OTHER PERSON IS NECESSARY. WE HEREBY OFFER FOR DEDICATION AND DO HEREBY DEDICATE FOR SPECIFIC PURPOSES THE FOLLOWING:

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS EASEMENT FOR PUBLIC PURPOSES:

- A. PUBLIC EASEMENTS FOR INSTALLATION AND MAINTENANCE OF, BUT NOT LIMITED TO, ELECTROLIERS, TRAFFIC CONTROL APPURTENANCES, WATER, SEWER, DRAINAGE AND GAS PIPES, AND FOR UNDERGROUND WIRES AND CONDUITS FOR ELECTRICAL, TELEPHONE AND TELEVISION SERVICES, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER, UNDER AND ACROSS STREETS SHOWN HEREON AS CAMARILLO DRIVE, PASADENA DRIVE, REDONDO WAY AND CRAWFORD PARKWAY AND THOSE STRIPS OF LAND TEN (10) FEET AND TWELVE AND ONE-HALF (12.5) FEET IN WIDTH AND CONTIGUOUS TO THE COURT, DRIVES, WAYS AND PARKWAY SHOWN HEREON AND DESIGNATED "10' PUE" AND "12.5' PUE".

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED IN FEE FOR PUBLIC PURPOSES:

- A. AS PUBLIC RIGHTS-OF-WAY (INCLUDING THE IMPROVEMENTS THEREON), THE DRIVES, WAY AND PARKWAY SHOWN HEREON AS PASADENA DRIVE, CAMARILLO DRIVE, REDONDO WAY AND CRAWFORD PARKWAY.

JEN CALIFORNIA 15,LLC,
A CALIFORNIA LIMITED LIABILITY COMPANY

BY: CM
CLIFTON TAYLOR
ITS: VICE PRESIDENT

NOTARY'S ACKNOWLEDGMENT

A NOTARY PUBLIC OR OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA)
COUNTY OF Placer) SS

ON 20 DAY OF May, 2022 BEFORE ME, Sharon Buckenmeyer,
A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE,
PERSONALLY APPEARED Clifton Taylor

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: Sharon Buckenmeyer

PRINTED NAME: Sharon Buckenmeyer

MY PRINCIPLE PLACE OF BUSINESS IS IN THE
COUNTY OF: Placer

MY COMMISSION EXPIRES: Nov. 10, 2026

MY COMMISSION No.: 2382432

FINAL MAP OF
FIDDYMENT RANCH - PHASE 3
VILLAGE F-6A2

WEST ROSEVILLE SPECIFIC PLAN PARCEL F-6A
SUBDIVISION NO. PL-14-0649

BEING ALL OF LOT 2 OF THAT CERTAIN FINAL MAP ENTITLED
"FIDDYMENT RANCH PHASE 6 VILLAGE F-6 LARGE LOT SUBDIVISION",
SUBDIVISION NO. PL16-0364, BOOK FF OF MAPS, PAGE 75, O.R.P.C.
LYING WITHIN A PORTION OF SECTION 13, T. 11 N., R. 5 E., M.D.M.
CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA


WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
3301 C ST, BLDG. 100-B TEL 916.341.7760
SACRAMENTO, CA 95816 FAX 916.341.7767

MAY 2022

Sheet 1 of 5

1027.187

CITY CLERK'S STATEMENT

I HEREBY STATE THAT THE CITY COUNCIL, CITY OF ROSEVILLE HAS APPROVED THIS FINAL MAP OF FIDDYMENT RANCH PHASE 3 - VILLAGE F-6A2 AND HAS ACCEPTED ON BEHALF OF THE PUBLIC, THE PUBLIC UTILITY EASEMENTS OFFERED HEREON FOR DEDICATION AND HAS ACCEPTED, SUBJECT TO IMPROVEMENT, THE RIGHTS-OF-WAY OFFERED HEREON FOR DEDICATION. THE CITY COUNCIL AND HAS APPROVED THE ABANDONMENT OF THE IRREVOCABLE OFFERS OF DEDICATION FOR RIGHTS-OF-WAY AND PUBLIC UTILITY EASEMENTS, IN NOTE 7 ON SHEET 2.

7/21/2022
DATE

Car
CITY CLERK, CITY OF ROSEVILLE

BY: _____
ASSISTANT CITY CLERK

RECORDER'S STATEMENT

FILED THIS 13TH DAY OF SEPTEMBER, 2022, AT 2:19 P.M. IN BOOK GG OF
MAPS, AT PAGE 36, AT THE REQUEST OF WOOD RODGERS, INC

FEE: \$ 95.00

DOCUMENT NO.: 2022-0070436

BY: RYAN RONCO
RYAN RONCO
COUNTY RECORDER
COUNTY OF PLACER
STATE OF CALIFORNIA

BY: D. Butcher
DEPUTY RECORDER

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF FIDDYMENT RANCH PHASE 3 - VILLAGE F-6A2 AND FIND IT TO BE SUBSTANTIALLY THE SAME AS THE TENTATIVE MAP ON FILE AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL APPLICABLE CITY ORDINANCES HAVE BEEN COMPLIED WITH.

Marc Stout
MARC STOUT
CITY ENGINEER, CITY OF ROSEVILLE
R.C.E. #69879 EXPIRATION DATE 09/30/2022

6/21/22
DATE

I HEREBY STATE THAT I AM SATISFIED THAT THIS FINAL MAP OF FIDDYMENT RANCH PHASE 3 - VILLAGE F-6A2 IS TECHNICALLY CORRECT.

FOR MARC STOUT, CITY ENGINEER, CITY OF ROSEVILLE

Timothy G. Blair
TIMOTHY G. BLAIR, P.L.S. 8278

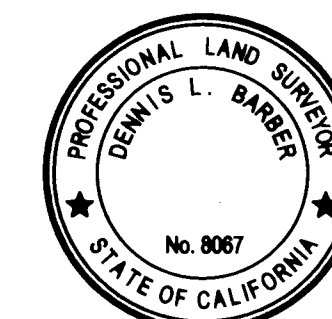
6/23/22
DATE



SURVEYOR'S STATEMENT

THIS FINAL MAP OF FIDDYMENT RANCH PHASE 3 - VILLAGE F-6A2 WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF JEN CALIFORNIA 15 LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, IN JANUARY 2021. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP; THAT ALL THE MONUMENTS SHOWN HEREON ARE OF THE CHARACTER AND WILL OCCUPY THE POSITIONS AS INDICATED, OR THAT THEY WILL BE SET BY APRIL 30, 2024 AND THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

WOOD RODGERS, INC.



Dennis L. Barber
DENNIS L. BARBER
P.L.S. 8067

5/10/22
DATE

OVERALL BOUNDARY SHEET

REFERENCES:

- (1) FF MAPS 75

(2) FF MAPS 90

(3) FF MAPS 91
- FINAL MAP OF FIDDYMENT RANCH PHASE 3 - VILLAGE F-6 LARGE LOT SUBDIVISION

FINAL MAP OF FIDDYMENT RANCH PHASE 3 - VILLAGE F-6C2

FINAL MAP OF FIDDYMENT RANCH PHASE 3 - VILLAGE F-6C1

BASIS OF BEARINGS STATEMENT

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE WEST LINE OF LOT 1 AS SAID LOT IS SHOWN ON THE FINAL MAP OF FIDDYMENT RANCH PHASE 3 - VILLAGE F-6 LARGE LOT SUBDIVISION. FILED FOR RECORD IN BOOK FF OF MAPS, AT PAGE 75, PLACER COUNTY RECORDS, SAID LINE IS TAKEN TO BEAR NORTH 00°13'02" WEST. DISTANCES SHOWN HEREON ARE GROUND BASED.

NOTES

1.

ALL CURVES DIMENSIONED WITH RADIUS, DELTA, ARC LENGTH, CHORD BEARING, AND CHORD DISTANCE.
2.

ALL DISTANCES SHOWN HEREON ARE EXPRESSED IN FEET AND DECIMALS THEREOF.
3.

DUE TO ROUNDING, THE SUM OF THE INDIVIDUAL DIMENSIONS MAY NOT EQUAL THE OVERALL DIMENSION.
4.

TOTAL AREA FOR THIS "FIDDYMENT RANCH PHASE 3 - VILLAGE F-6A2" SUBDIVISION IS 14.863± ACRES, CONSISTING OF 87 RESIDENTIAL LOTS.
5.

A GEOTECHNICAL ENGINEERING REPORT TITLED "FIDDYMENT RANCH PHASE-3" WAS PREPARED BY MID PACIFIC ENGINEERING, INC., MPE NO. 02525-33, DATED SEPTEMBER 9, 2019. A COPY OF THIS REPORT IS ON FILE FOR PUBLIC INSPECTION AT THE PUBLIC WORKS DEPARTMENT OF THE CITY OF ROSEVILLE (FILE NUMBER 308-922).
6.

5/8" REBAR CAPPED "LS 8067" WILL BE SET AT ALL REAR LOT CORNERS, ALONG WITH ALL LOT LINE ANGLE POINTS OR AT A 2.00 FOOT PROJECTION ALONG LOT LINES ADJACENT TO WALLS (2.00 FOOT BY 2.00 FOOT OFFSETS FOR ANGLE POINTS ADJACENT TO WALLS). FRONT CORNERS WILL BE SET WITH A 1" BRASS DISK STAMPED "LS 8067" AT A 1.00 FOOT PROJECTION OF THE PROPERTY LINE ONTO THE SIDEWALK.
7.

PURSUANT TO SECTION 66434(g) OF THE GOVERNMENT CODE, THE FOLLOWING PUBLIC IRREVOCABLE OFFER OF DEDICATION/RIGHT OF WAY (IOD/RW) AND PUBLIC UTILITY EASEMENT (PUE) NOT SHOWN HEREON IS HEREBY ABANDONED:
- 7.1.

THOSE PORTIONS OF THE IOD/RW DEPICTED ON THE MAP ENTITLED "FIDDYMENT RANCH PHASE 3 - VILLAGE F-6 LARGE LOT SUBDIVISION", FILED IN BOOK FF OF MAPS, AT PAGE 75, O.R.P.C., WHICH LIE WITHIN THE BOUNDARY OF THIS MAP.
- 7.2.

THOSE PORTIONS OF THE PUE DEPICTED ON THE MAP ENTITLED "FIDDYMENT RANCH PHASE 3 - VILLAGE F-6 LARGE LOT SUBDIVISION", FILED IN BOOK FF OF MAPS, AT PAGE 75, O.R.P.C., WHICH LIE WITHIN THE BOUNDARY OF THIS MAP.

LEGEND

- DIMENSION POINT
- ⊙

FOUND 5/8" REBAR WITH PLASTIC CAP STAMPED "LS 8067"
- ⊙

SET BRASS DISK WITH PUNCH STAMPED "LS 8067" IN STANDARD CITY OF ROSEVILLE MONUMENT WELL
- ⊕

FOUND QUARTER CORNER AS DESCRIBED
- (OA)

OVERALL DIMENSION
- O.R.P.C.

OFFICIAL RECORDS OF PLACER COUNTY
- IOD

IRREVOCABLE OFFER OF DEDICATION
- (R)

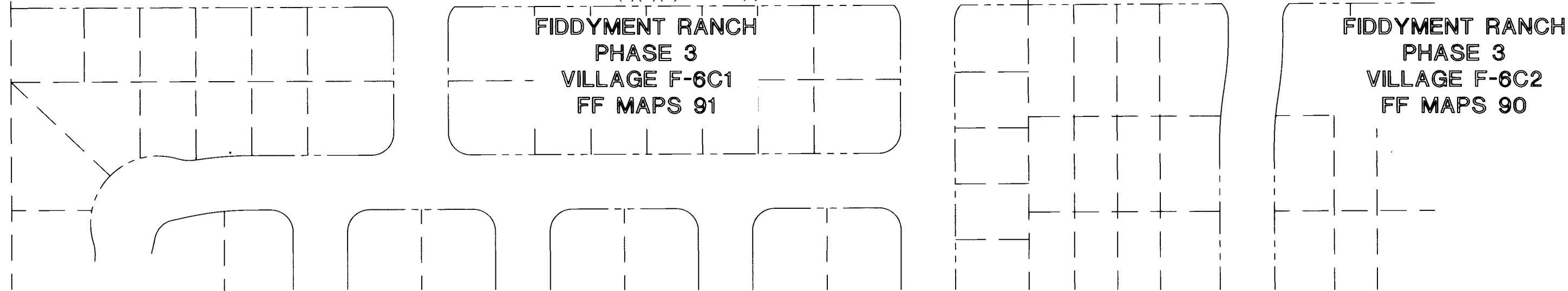
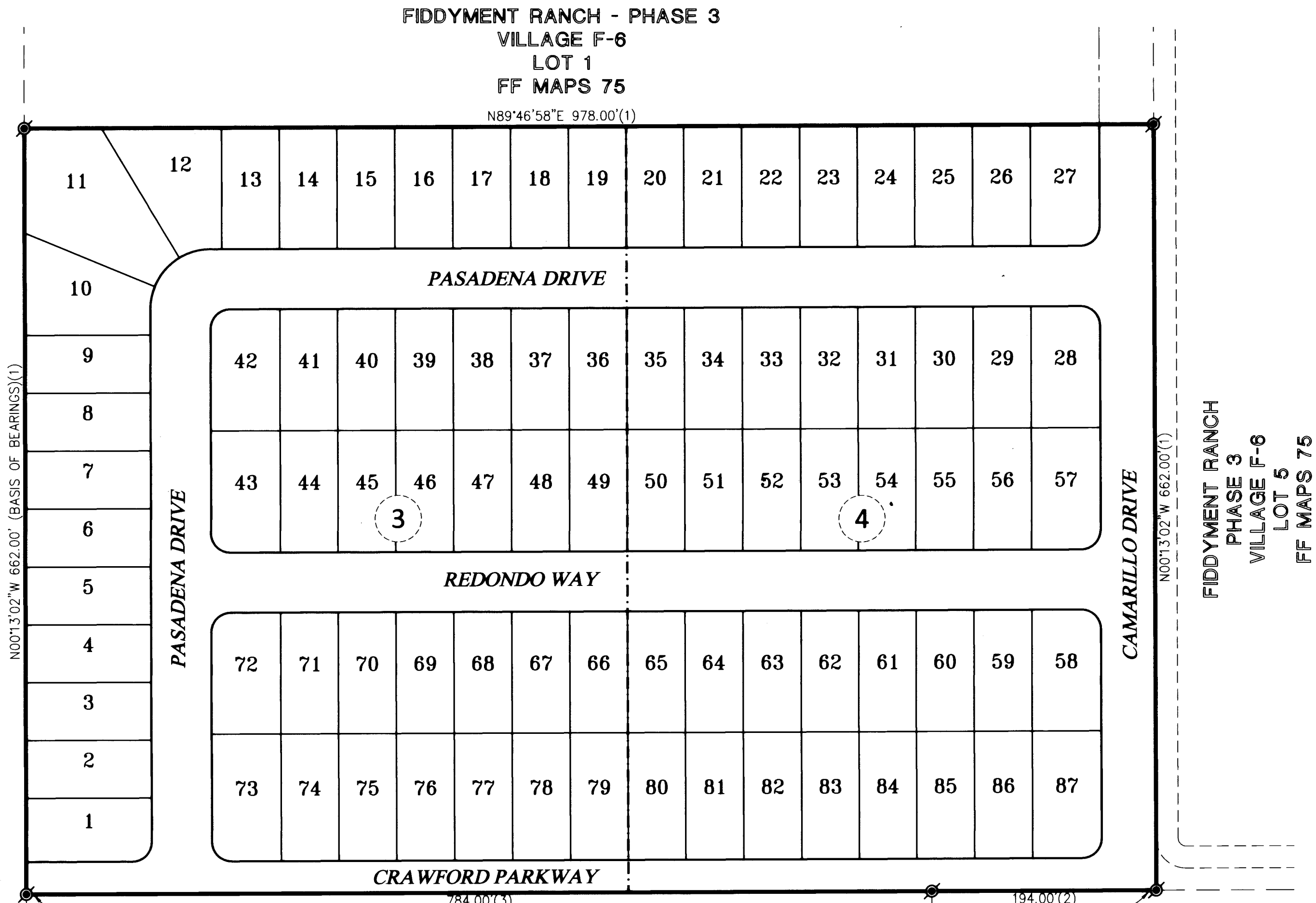
RADIAL BEARING
- PUE

PUBLIC UTILITY EASEMENT
- RW

RIGHT-OF-WAY
- (R)

RADIAL BEARING
- ⊗

SHEET INDEX NUMBER



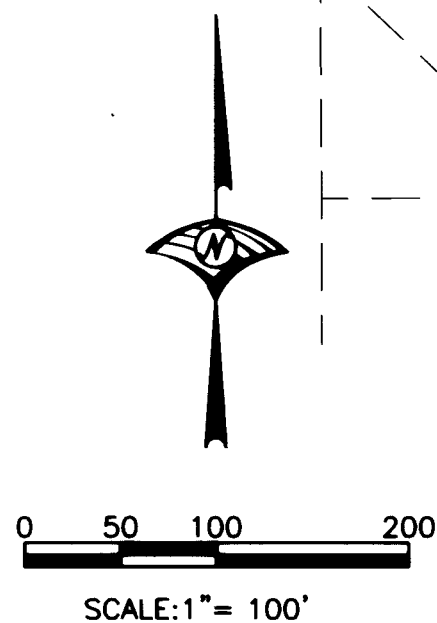
FINAL MAP OF
FIDDYMENT RANCH - PHASE 3
VILLAGE F-6A2
WEST ROSEVILLE SPECIFIC PLAN PARCEL F-6A
SUBDIVISION NO. PL-14-0649
BEING ALL OF LOT 2 OF THAT CERTAIN FINAL MAP ENTITLED
"FIDDYMENT RANCH PHASE 6 VILLAGE F-6 LARGE LOT SUBDIVISION",
SUBDIVISION NO. PL16-0364, BOOK FF OF MAPS, PAGE 75, O.R.P.C.
LYING WITHIN A PORTION OF SECTION 13, T. 11 N., R. 5 E., M.D.M.
CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA

**WOOD RODGERS**
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
3301 C ST, BLDG. 100-B TEL 916.341.7760
SACRAMENTO, CA 95816 FAX 916.341.7767

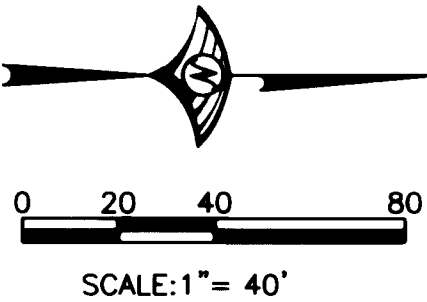
MAY 2022

Sheet 2 of 5

1027.187



CURVE TABLE - THIS SHEET ONLY					
NO.	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD DIST
C1	17.00'	90°00'00"	26.70'	N44°46'58"E	24.04'
C2	52.00'	90°00'00"	81.68'	N44°46'58"E	73.54'
C3	52.00'	22°28'21"	20.40'	N11°01'08"E	20.26'
C4	52.00'	36°36'08"	33.22'	N40°33'23"E	32.66'
C5	52.00'	30°55'31"	28.07'	N74°19'12"E	27.73'
C6	17.00'	90°00'00"	26.70'	N45°13'02"W	24.04'



FIDDYMENT RANCH - PHASE 3
VILLAGE F-6
LOT 1
FF MAPS 75

FINAL MAP OF
FIDDYMENT RANCH - PHASE 3
VILLAGE F-6A2
WEST ROSEVILLE SPECIFIC PLAN PARCEL F-6A
SUBDIVISION NO. PL-14-0649

BEING ALL OF LOT 2 OF THAT CERTAIN FINAL MAP ENTITLED
"FIDDYMENT RANCH PHASE 6 VILLAGE F-6 LARGE LOT SUBDIVISION",
SUBDIVISION NO. PL16-0364, BOOK FF OF MAPS, PAGE 75, O.R.P.C.
LYING WITHIN A PORTION OF SECTION 13, T. 11 N., R. 5 E., M.D.M.
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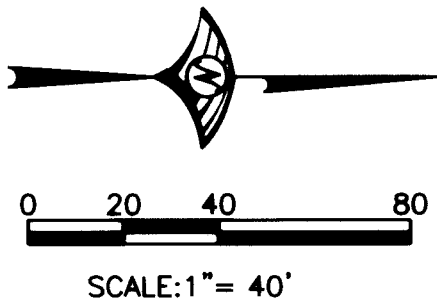
MAY 2022

Sheet 3 of 5

1027.187

SEE SHEET 2 FOR BASIS OF
BEARINGS, LEGEND, NOTES AND REFERENCES.

SEE SHEET 4



FIDDYMMENT RANCH - PHASE 3
VILLAGE F-6
LOT 1
FF MAPS 75

FINAL MAP OF
**FIDDYMMENT RANCH - PHASE 3
VILLAGE F-6A2**

WEST ROSEVILLE SPECIFIC PLAN PARCEL F-6A
SUBDIVISION NO. PL-14-0649
BEING ALL OF LOT 2 OF THAT CERTAIN FINAL MAP ENTITLED
"FIDDYMMENT RANCH PHASE 6 VILLAGE F-6 LARGE LOT SUBDIVISION",
SUBDIVISION NO. PL16-0364, BOOK FF OF MAPS, PAGE 75, O.R.P.C.
LYING WITHIN A PORTION OF SECTION 13, T. 11 N., R. 5 E., M.D.M.
CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA



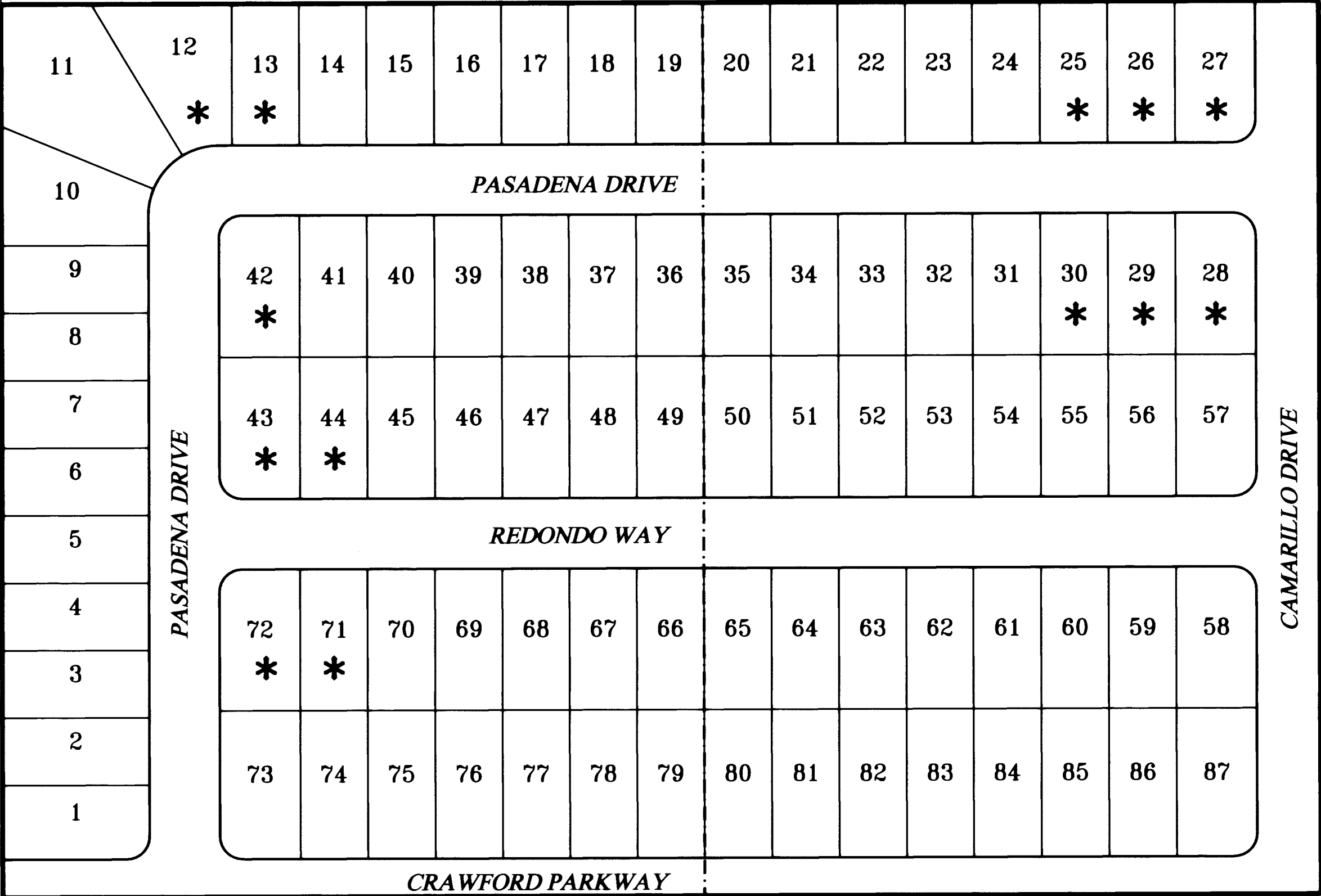
WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
3301 C ST, BLDG. 100-B TEL 916.341.7760
SACRAMENTO, CA 95816 FAX 916.341.7767

MAY 2022

Sheet 4 of 5

INFORMATIONAL SHEET

FIDDYMENT RANCH - PHASE 3
VILLAGE F-6
LOT 1
FF MAPS 75

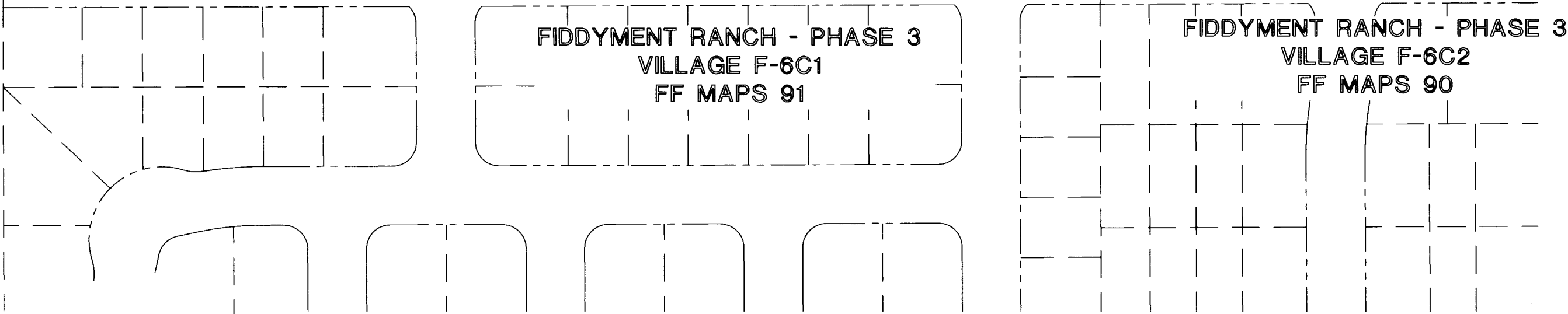
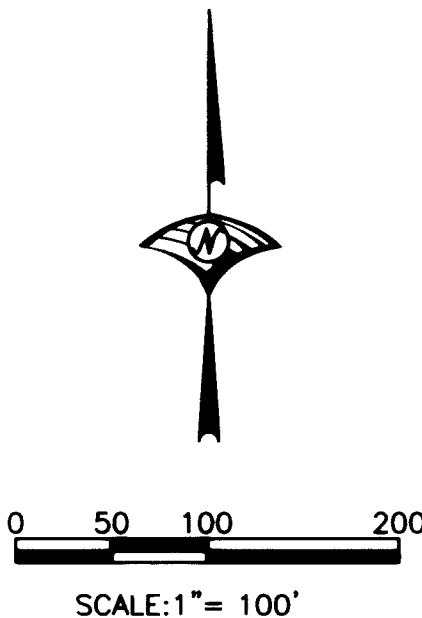


ADDITIONAL INFORMATION FOR INFORMATIONAL PURPOSE ONLY
PURSUANT TO SECTION 66434.2 OF THE GOVERNMENT CODE.

EACH RESIDENTIAL DWELLING CONSTRUCTED ON ANY OF THE LOTS INDICATED SHALL BE FITTED WITH A SEWER BACKFLOW PREVENTER VALVE AS APPROVED BY THE CITY OF ROSEVILLE. IT SHALL BE THE RESPONSIBILITY OF THE OWNER OF SAID DWELLING TO MAINTAIN THE VALVE AND PREVENT DAMAGE FROM OCCURRING THERETO. THE CITY OF ROSEVILLE SHALL NOT BE RESPONSIBLE FOR THE MAINTENANCE OR PERFORMANCE OF THE VALVE, AND THE CITY OF ROSEVILLE SHALL NOT BE LIABLE FOR ANY DAMAGE OCCURRING TO ANY SUCH DWELLING, OR ITS CONTENTS DUE TO FAILURE OF THE VALVE FOR ANY REASON WHATSOEVER.

LEGEND

* DENOTES SEWER BACKFLOW PREVENTER VALVE REQUIRED ON SANITARY SEWER CONNECTION BY THE CITY OF ROSEVILLE WITH THE BUILDING PERMIT AND MAINTAINED THEREAFTER BY THE OWNER.



FINAL MAP OF
FIDDYMENT RANCH - PHASE 3
VILLAGE F-6A2

WEST ROSEVILLE SPECIFIC PLAN PARCEL F-6A
SUBDIVISION NO. PL-14-0649

BEING ALL OF LOT 2 OF THAT CERTAIN FINAL MAP ENTITLED
"FIDDYMENT RANCH PHASE 6 VILLAGE F-6 LARGE LOT SUBDIVISION",
SUBDIVISION NO. PL16-0364, BOOK FF OF MAPS, PAGE 75, O.R.P.C.
LYING WITHIN A PORTION OF SECTION 13, T. 11 N., R. 5 E., M.D.M.
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SACRAMENTO, CA 95816 FAX 916.341.7767

MAY 2022

Sheet 5 of 5

1027.187

SEE SHEET 2 FOR BASIS OF
BEARINGS, LEGEND, NOTES AND REFERENCES.



COUNCIL COMMUNICATION

CC #: 2555

File #: 0400-04-09-1

Title: Fiddymment Ranch - Phase 3 Village F-6A1 - Notice of Completion

Contact: Troy Galvin 916-223-7441 jtgalvin@roseville.ca.us

Meeting Date: 3/1/2023

Item #: 6.9.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt the attached resolution accepting Fiddymment Ranch - Phase 3 Village F-6A1, CWJ#190659 as complete and authorizing the City Engineer to execute the Notice of Completion.

BACKGROUND

The Engineering Division has made a final inspection of the above project and has found the roadway infrastructure work complete in accordance with the improvement plans and City specifications.

FISCAL IMPACT

The actions requested as part of this action have no impact to the City's General Fund. Construction costs were paid by the developer.

ENVIRONMENTAL REVIEW

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

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Troy Galvin, Construction Inspector

Mike Isom, Development Services Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 23-072

NOC

Exhibit A : Location Map

Final Map

RESOLUTION NO. 23-072

RESOLUTION OF THE COUNCIL OF THE CITY OF ROSEVILLE ACCEPTING THE PUBLIC WORK KNOWN AS FIDDYMENT RANCH - PHASE 3 VILLAGE F-6A1 PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING AND DIRECTING THE CITY ENGINEER TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE, THEREFORE, AND ACCEPTING ALL DEDICATIONS OFFERED ON THE RECORDED MAP OF THE SUBDIVISION.

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

1. The "Notice of Completion" on file in the City Clerk's Department relative to that public work known as the Fiddymment Ranch – Phase 3 Village F-6A1 is hereby approved and the public work accepted.
2. All rights of way and easements as offered on the final map of recorded with Placer County Recorder's Office Book GG of Maps, Page 35 is hereby accepted.
3. The City Engineer is hereby authorized and directed to execute said Notice on behalf of the City of Roseville.

PASSED AND ADOPTED by the Council of the City of Roseville, this____day of_____, 2023, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

CITY CLERK

RECORDING REQUESTED BY AND WHEN
RECORDED MAIL TO:

CITY CLERK
CITY OF ROSEVILLE
311 VERNON STREET
ROSEVILLE, CA 95678

Exempt from recording fees
Pursuant to Gov't Code §27383

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN that the public work of improvement known as the _____ Project was completed and accepted by the City of Roseville on _____. The location is situated in the City of Roseville, County of Placer, State of California and is indicated on the attached map, marked as Exhibit "A" and incorporated herein by this reference. The real property herein described is owned by the City of Roseville, 311 Vernon Street, Roseville CA 95678.

The direct/general contractor on said project was _____.

The surety on said project was _____.

_____.

City of Roseville
Owner

ATTEST:

Carmen Avalos, City Clerk

State of California)
County of Placer)

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

City of Roseville

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

State of California)
County of Placer)

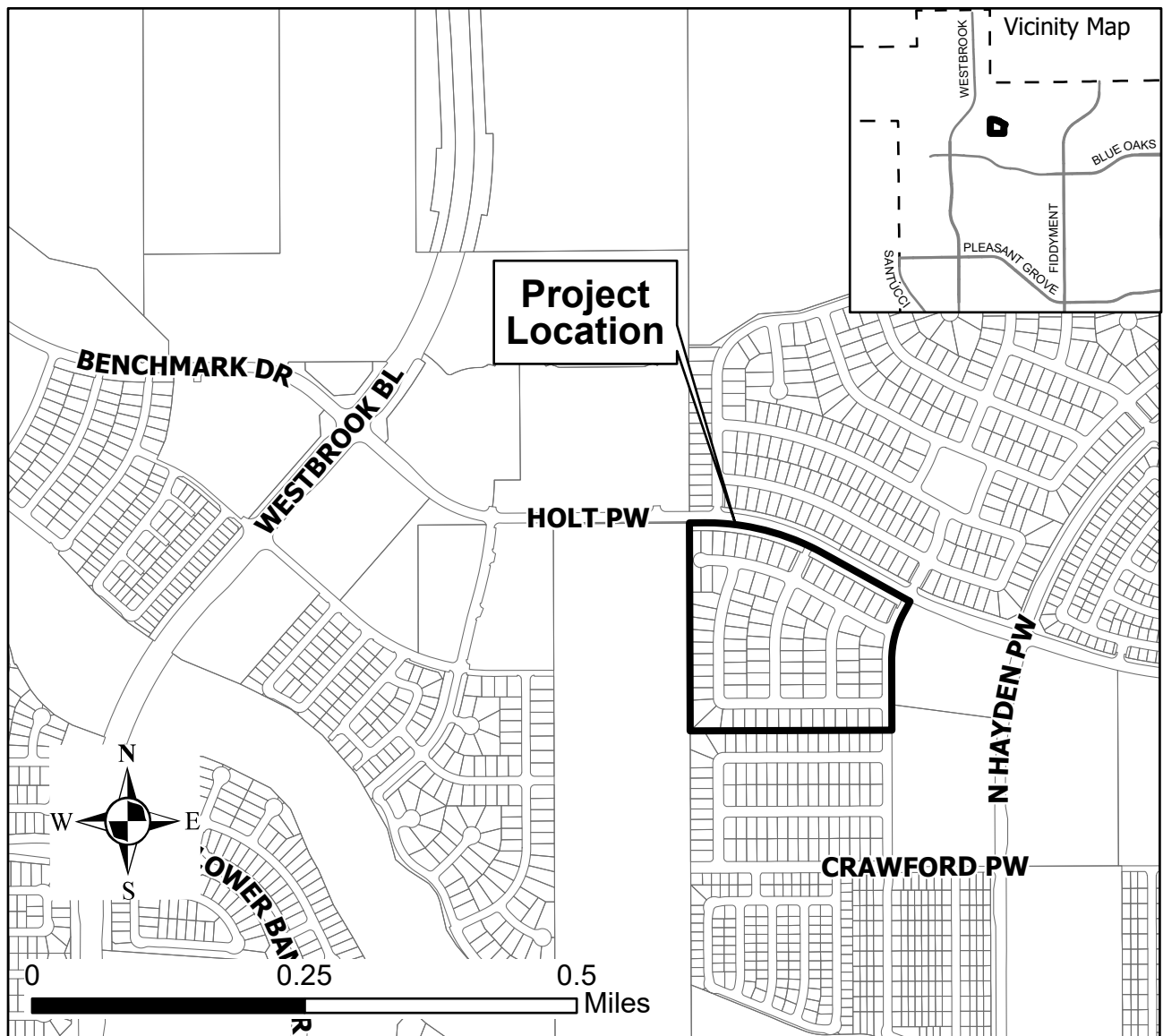
Subscribed and sworn to (or affirmed) before
me on this _____ day of _____,
20____, _____
proved to me on the basis of satisfactory
evidence to be the person(s) who appeared
before me.

Place Notary Seal and/or Stamp Above

Signature of Notary Public

Exhibit A: Location Map

City of Roseville Fiddymment Ranch Phase 3 Village F-6A1



OWNER'S STATEMENT

THE UNDERSIGNED HEREBY CERTIFY THAT THEY ARE THE ONLY PERSONS HAVING ANY RECORD TITLE INTEREST IN THE REAL PROPERTY INCLUDED WITHIN THE BOUNDARIES OF THIS SUBDIVISION MAP, "FINAL MAP OF FIDDYMENT RANCH PHASE 3 - VILLAGE F-6A1" AS SHOWN UPON THIS MAP, AND DO HEREBY CONSENT TO THE PREPARATION AND RECORDING OF SAID MAP AND THAT THE CONSENT OF NO OTHER PERSON IS NECESSARY. WE HEREBY OFFER FOR DEDICATION AND DO HEREBY DEDICATE FOR SPECIFIC PURPOSES THE FOLLOWING:

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS EASEMENT FOR PUBLIC PURPOSES:

- A. PUBLIC EASEMENTS FOR INSTALLATION AND MAINTENANCE OF, BUT NOT LIMITED TO, ELECTROLIERS, TRAFFIC CONTROL APPURTENANCES, WATER, SEWER, DRAINAGE AND GAS PIPES, AND FOR UNDERGROUND WIRES AND CONDUITS FOR ELECTRICAL, TELEPHONE AND TELEVISION SERVICES, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER, UNDER AND ACROSS LOTS A, B, C, D, AND E, STREETS SHOWN HEREON AS BREA WAY, BREA COURT, CAMARILLO DRIVE, EL CERRITO WAY, HEMET WAY AND RIALTO DRIVE AND THOSE STRIPS OF LAND TEN (10) FEET AND TWELVE AND ONE-HALF (12.5) FEET IN WIDTH AND CONTIGUOUS TO THE COURT, DRIVES, AND WAYS SHOWN HEREON AND DESIGNATED "10' PUE" AND "12.5' PUE".

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED IN FEE FOR PUBLIC PURPOSES:

- A. AS PUBLIC RIGHTS-OF-WAY (INCLUDING THE IMPROVEMENTS THEREON), THE COURT, DRIVES, WAYS AND PARKWAY SHOWN HEREON AS BREA WAY, BREA COURT, CAMARILLO DRIVE, EL CERRITO WAY, HEMET WAY, RIALTO DRIVE AND HOLT PARKWAY.
- B. FOR LANDSCAPING PURPOSES AND AS PUBLIC RIGHTS-OF-WAY THE LOTS SHOWN HEREON AS LOTS A, B, C, D, AND E.

JEN CALIFORNIA 15,LLC,
A CALIFORNIA LIMITED LIABILITY COMPANY

BY: CM
CLIFTON TAYLOR

ITS: VICE PRESIDENT

NOTARY'S ACKNOWLEDGMENT

A NOTARY PUBLIC OR OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA)
COUNTY OF Placer) SS

ON 20 DAY OF May, 2022 BEFORE ME, Sharon Buckenmeyer,
A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE,
PERSONALLY APPEARED Clifton Taylor

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: Sharon Buckenmeyer

PRINTED NAME: Sharon Buckenmeyer

MY PRINCIPLE PLACE OF BUSINESS IS IN THE
COUNTY OF: Placer

MY COMMISSION EXPIRES: Nov. 10, 2026

MY COMMISSION No.: 2382432

FINAL MAP OF
FIDDYMENT RANCH - PHASE 3
VILLAGE F-6A1

WEST ROSEVILLE SPECIFIC PLAN PARCEL F-6A
SUBDIVISION NO. PL 14-0469

BEING ALL OF LOT 1 OF THAT CERTAIN FINAL MAP ENTITLED
"FIDDYMENT RANCH PHASE 6 VILLAGE F-6 LARGE LOT SUBDIVISION",
SUBDIVISION NO. PL16-0364, BOOK FF OF MAPS, PAGE 75, O.R.P.C.
LYING WITHIN A PORTION OF SECTION 13, T. 11 N., R. 5 E., M.D.M
CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA


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3301 C ST, BLDG. 100-B TEL 916.341.7760
SACRAMENTO, CA 95816 FAX 916.341.7767

MAY 2022

Sheet 1 of 7

1027.187

CITY CLERK'S STATEMENT

I HEREBY STATE THAT THE CITY COUNCIL, CITY OF ROSEVILLE HAS APPROVED THIS FINAL MAP OF FIDDYMENT RANCH PHASE 3 - VILLAGE F-6A1 AND HAS ACCEPTED ON BEHALF OF THE PUBLIC, THE PUBLIC UTILITY EASEMENTS OFFERED HEREON FOR DEDICATION AND HAS ACCEPTED, SUBJECT TO IMPROVEMENT, LOTS A, B, C, D, & E AND THE RIGHTS-OF-WAY OFFERED HEREON FOR DEDICATION. THE CITY COUNCIL AND HAS APPROVED THE ABANDONMENT OF THE IRREVOCABLE OFFERS OF DEDICATION FOR RIGHTS-OF-WAY AND PUBLIC UTILITY EASEMENTS, IN NOTE 7 ON SHEET 2.

7/21/2022
DATE

Can Auld
CITY CLERK, CITY OF ROSEVILLE

BY: _____
ASSISTANT CITY CLERK

RECORDER'S STATEMENT

FILED THIS 13TH DAY OF SEPTEMBER, 2022, AT 2:13 P.M. IN BOOK GG OF
MAPS, AT PAGE 35, AT THE REQUEST OF WOOD RODGERS, INC

FEE: \$ 101.60

DOCUMENT NO.: 2022-0070429

BY: RYAN RONCO
RYAN RONCO
COUNTY RECORDER
COUNTY OF PLACER
STATE OF CALIFORNIA

BY: D. Butecher
DEPUTY RECORDER

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF FIDDYMENT RANCH PHASE 3 - VILLAGE F-6A1 AND FIND IT TO BE SUBSTANTIALLY THE SAME AS THE TENTATIVE MAP ON FILE AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL APPLICABLE CITY ORDINANCES HAVE BEEN COMPLIED WITH.

Marc Stout
MARC STOUT
CITY ENGINEER, CITY OF ROSEVILLE
R.C.E. #69879 EXPIRATION DATE 09/30/2022

6/21/22
DATE

I HEREBY STATE THAT I AM SATISFIED THAT THIS FINAL MAP OF FIDDYMENT RANCH PHASE 3 - VILLAGE F-6A1 IS TECHNICALLY CORRECT.

FOR MARC STOUT, CITY ENGINEER, CITY OF ROSEVILLE

Timothy G. Blair
TIMOTHY G. BLAIR, P.L.S. 8278

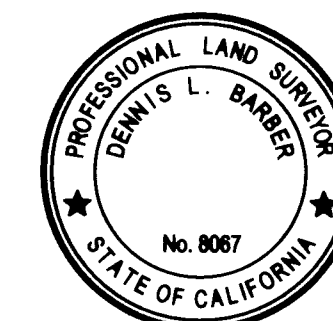
6/23/22
DATE



SURVEYOR'S STATEMENT

THIS FINAL MAP OF FIDDYMENT RANCH PHASE 3 - VILLAGE F-6A1 WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF JEN CALIFORNIA 15 LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, IN JANUARY 2021. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP; THAT ALL THE MONUMENTS SHOWN HEREON ARE OF THE CHARACTER AND WILL OCCUPY THE POSITIONS AS INDICATED, OR THAT THEY WILL BE SET BY APRIL 30, 2024 AND THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

WOOD RODGERS, INC.



Dennis L. Barber
DENNIS L. BARBER
P.L.S. 8067

5/10/22
DATE

OVERALL BOUNDARY SHEET

REFERENCES:

- (1) FF MAPS 75

FINAL MAP OF FIDDYMMENT RANCH PHASE 3 - VILLAGE F-6 LARGE LOT SUBDIVISION
- (2) FF MAPS 31

FINAL MAP OF FIDDYMMENT RANCH PHASE 3 - VILLAGE 10 PHASE 1
- (3) FF MAPS 79

FINAL MAP OF FIDDYMMENT RANCH PHASE 3 - VILLAGE 10 PHASE 2

BASIS OF BEARINGS STATEMENT

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE WEST LINE OF LOT 1 AS SAID LOT IS SHOWN ON THE FINAL MAP OF FIDDYMMENT RANCH PHASE 3 - VILLAGE F-6 LARGE LOT SUBDIVISION. FILED FOR RECORD IN BOOK FF OF MAPS, AT PAGE 75, PLACER COUNTY RECORDS, SAID LINE IS TAKEN TO BEAR NORTH 00°13'02" WEST. DISTANCES SHOWN HEREON ARE GROUND BASED.

NOTES

1. ALL CURVES DIMENSIONED WITH RADIUS, DELTA, ARC LENGTH, CHORD BEARING, AND CHORD DISTANCE.
2. ALL DISTANCES SHOWN HEREON ARE EXPRESSED IN FEET AND DECIMALS THEREOF.
3. DUE TO ROUNDING, THE SUM OF THE INDIVIDUAL DIMENSIONS MAY NOT EQUAL THE OVERALL DIMENSION.
4. TOTAL AREA FOR THIS "FIDDYMMENT RANCH PHASE 3 - VILLAGE F-6A1" SUBDIVISION IS 20.413± ACRES, CONSISTING OF 92 RESIDENTIAL LOTS AND 5 LANDSCAPE LOTS.
5. A GEOTECHNICAL ENGINEERING REPORT TITLED "FIDDYMMENT RANCH PHASE-3" WAS PREPARED BY MID PACIFIC ENGINEERING, INC., MPE NO. 02525-33, DATED SEPTEMBER 9, 2019. A COPY OF THIS REPORT IS ON FILE FOR PUBLIC INSPECTION AT THE PUBLIC WORKS DEPARTMENT OF THE CITY OF ROSEVILLE (FILE NUMBER 308-922).
6. 5/8" REBAR CAPPED "LS 8067" WILL BE SET AT ALL REAR LOT CORNERS, ALONG WITH ALL LOT LINE ANGLE POINTS OR AT A 2.00 FOOT PROJECTION ALONG LOT LINES ADJACENT TO WALLS (2.00 FOOT BY 2.00 FOOT OFFSETS FOR ANGLE POINTS ADJACENT TO WALLS). FRONT CORNERS WILL BE SET WITH A 1" BRASS DISK STAMPED "LS 8067" AT A 1.00 FOOT PROJECTION OF THE PROPERTY LINE ONTO THE SIDEWALK.
7. PURSUANT TO SECTION 66434(g) OF THE GOVERNMENT CODE, THE FOLLOWING PUBLIC IRREVOCABLE OFFER OF DEDICATION/RIGHT OF WAY (IOD/RW) AND PUBLIC UTILITY EASEMENT (PUE) NOT SHOWN HEREON IS HEREBY ABANDONED:

7.1. THOSE PORTIONS OF THE IOD/RW DEPICTED ON THE MAP ENTITLED "FIDDYMMENT RANCH PHASE 3 - VILLAGE F-6 LARGE LOT SUBDIVISION", FILED IN BOOK FF OF MAPS, AT PAGE 75, O.R.P.C., WHICH LIE WITHIN THE BOUNDARY OF THIS MAP.

7.2. THOSE PORTIONS OF THE PUE DEPICTED ON THE MAP ENTITLED "FIDDYMMENT RANCH PHASE 3 - VILLAGE F-6 LARGE LOT SUBDIVISION", FILED IN BOOK FF OF MAPS, AT PAGE 75, O.R.P.C., WHICH LIE WITHIN THE BOUNDARY OF THIS MAP.

7.3. THOSE PORTIONS OF THE PUE DESCRIBED IN THE GRANT OF EASEMENT FILED AS DOCUMENT NO. 2021-0019433, O.R.P.C., WHICH LIE WITHIN THE BOUNDARY OF THIS MAP.

LEGEND

- DIMENSION POINT
- FOUND 5/8" REBAR WITH PLASTIC CAP STAMPED "LS 8067"
- ⊙

SET 5/8" REBAR WITH PLASTIC CAP STAMPED "LS 8067"
- ⊙

SET BRASS DISK WITH PUNCH STAMPED "LS 8067" IN STANDARD CITY OF ROSEVILLE MONUMENT WELL
- ⊙

FOUND BRASS DISK WITH PUNCH STAMPED "LS 8067" IN STANDARD CITY OF ROSEVILLE MONUMENT WELL
- ⊕

FOUND QUARTER CORNER AS DESCRIBED

PUE

PUBLIC UTILITY EASEMENT
- (OA)

OVERALL DIMENSION

RW

RIGHT-OF-WAY
- O.R.P.C.

OFFICIAL RECORDS OF PLACER COUNTY

(R)

RADIAL BEARING
- IOD

IRREVOCABLE OFFER OF DEDICATION

(X)

SHEET INDEX NUMBER
- (R)

RADIAL BEARING



SEE SHEET 2 FOR BASIS OF BEARINGS, LEGEND, NOTES AND REFERENCES.

FINAL MAP OF
FIDDYMMENT RANCH - PHASE 3
VILLAGE F-6A1

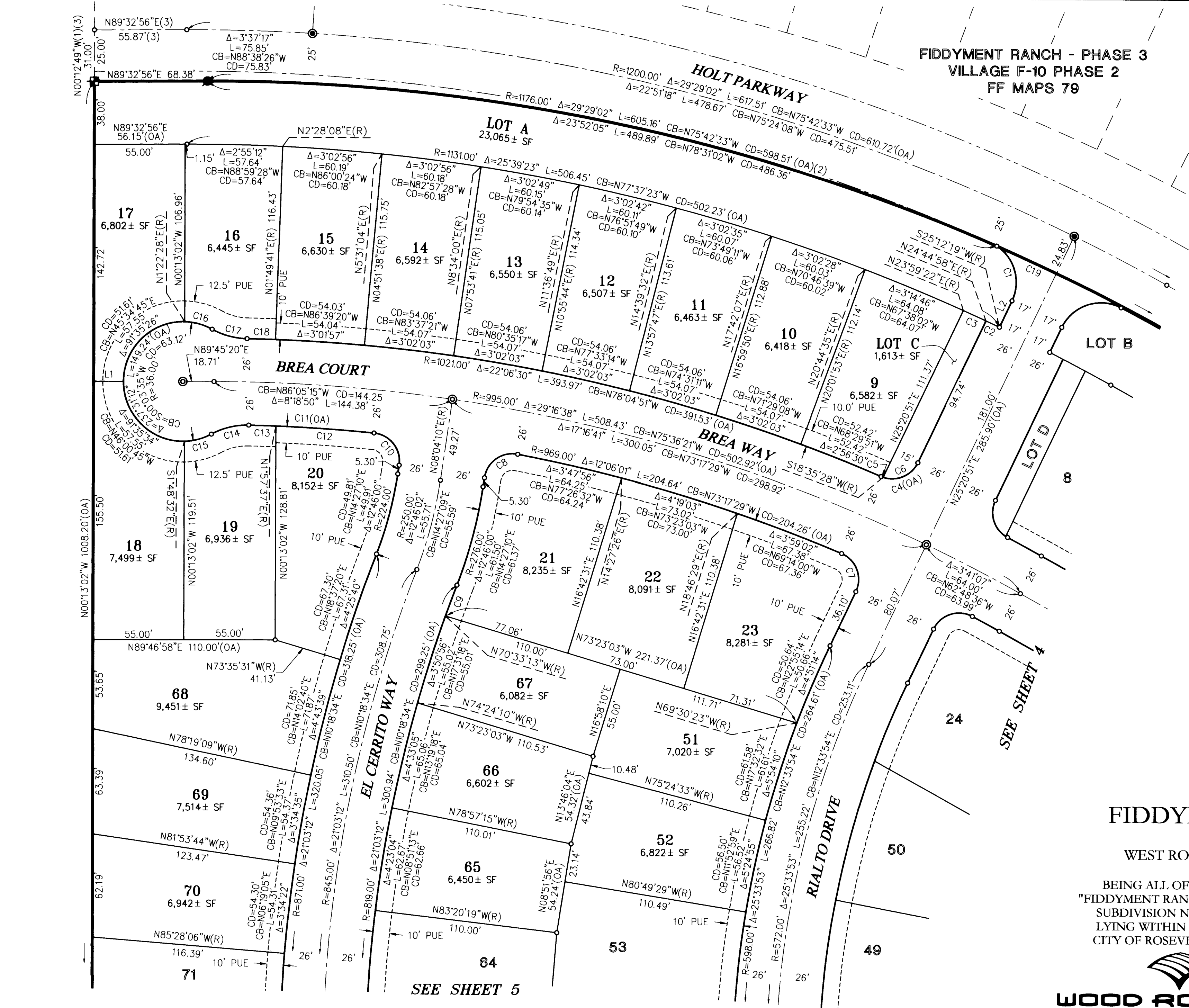
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MAY 2022

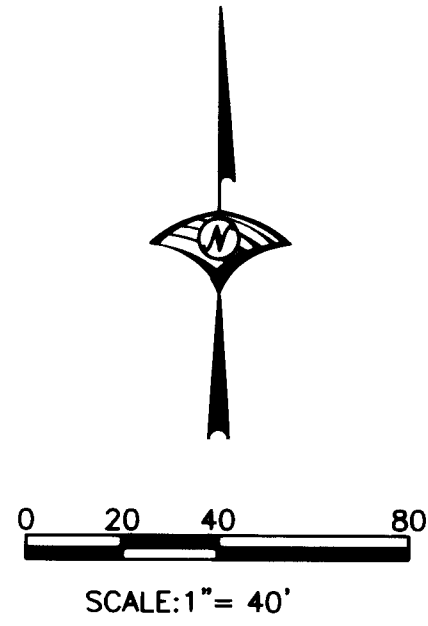
Sheet 2 of 7

1027.187



CURVE TABLE - THIS SHEET ONLY					
NO.	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD DIST
C1	26.00'	82°31'52"	37.45'	N15°55'05"W	34.30'
C2	1131.00'	0°27'21"	9.00'	N65°01'22"W	9.00'
C3	1131.00'	0°45'36"	15.00'	N65°37'50"W	15.00'
C4	17.00'	87°37'33"	26.00'	N69°09'37"E	23.54'
C5	17.00'	4°22'56"	1.30'	N69°13'04"W	1.30'
C6	17.00'	83°14'37"	24.70'	N66°58'10"E	22.58'
C7	17.00'	92°35'20"	27.47'	N20°56'49"W	24.58'
C8	17.00'	92°35'20"	27.47'	N54°21'50"E	24.58'
C9	819.00'	1°23'23"	19.87'	N20°08'28"E	19.87'
C10	17.00'	92°35'20"	27.47'	N38°13'30"W	24.58'
C11	969.00'	4°29'31"	75.97'	N86°45'55"W	75.95'
C12	969.00'	3°31'13"	59.54'	N86°16'46"W	59.53'
C13	969.00'	0°58'18"	16.43'	N88°31'32"W	16.43'
C14	45.00'	29°41'20"	23.32'	N76°08'39"E	23.06'
C15	36.00'	26°53'28"	16.90'	N74°44'43"E	16.74'
C16	36.00'	27°26'43"	17.24'	N74°54'10"W	17.08'
C17	45.00'	27°57'17"	21.96'	N75°09'27"W	21.74'
C18	1021.00'	0°57'47"	17.16'	N88°39'12"W	17.16'
C19	1176.00'	1°55'51"	39.63'	N65°37'04"W	39.63'

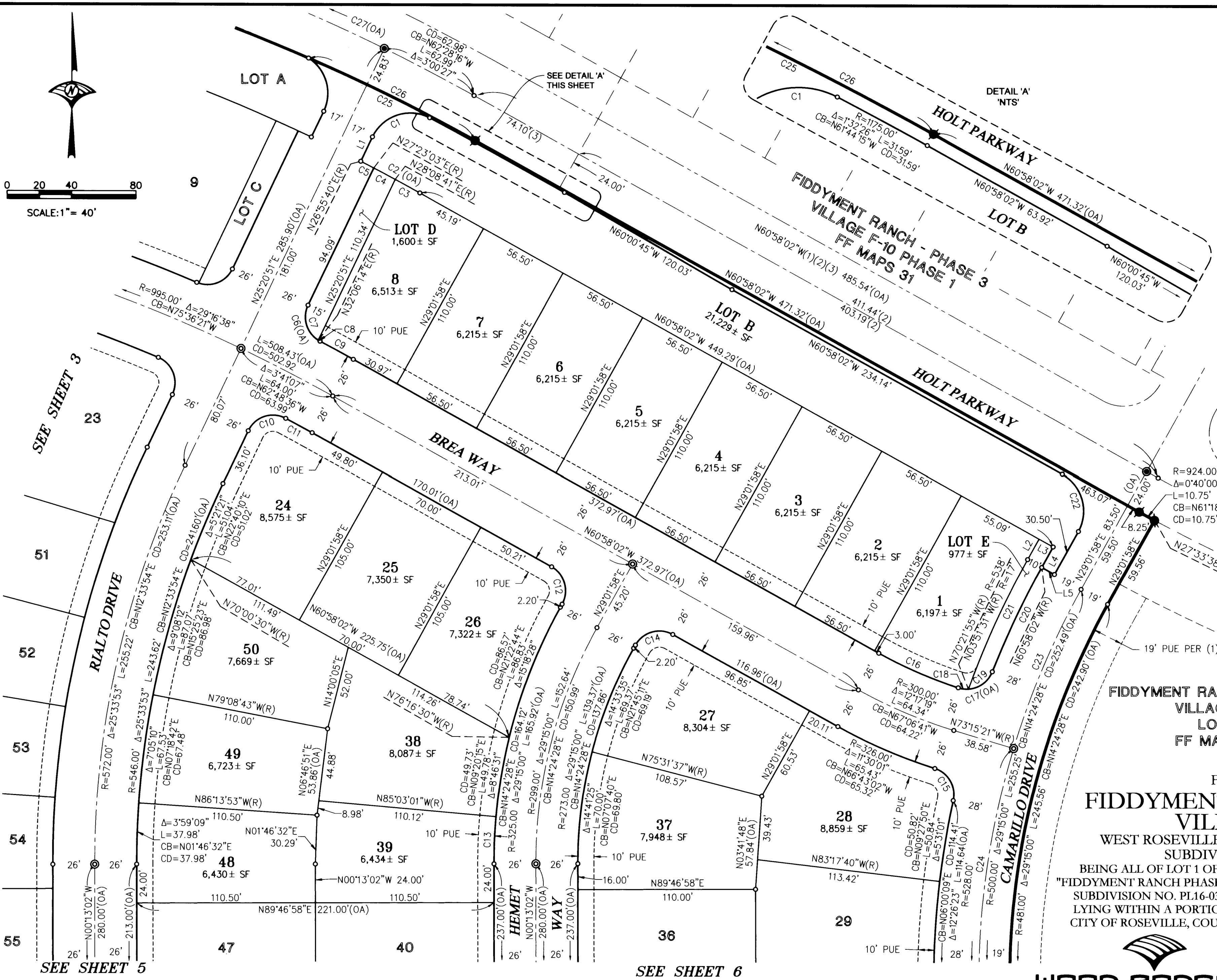
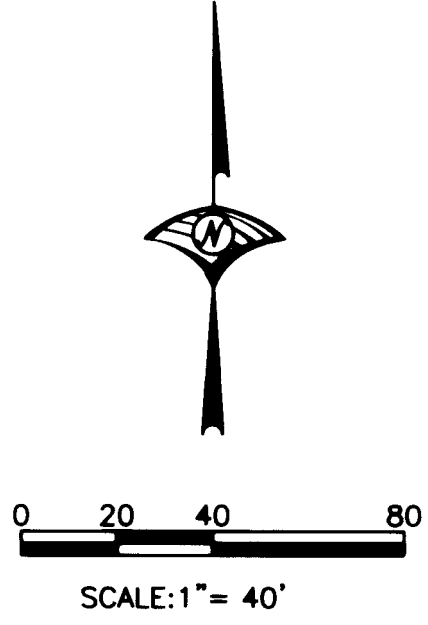
LINE TABLE - THIS SHEET ONLY		
NO.	BEARING	LENGTH
L1	N89°47'02"E(R)	18.00'
L2	N25°20'51"E	17.64'



FINAL MAP OF
FIDDYMENT RANCH - PHASE 3
VILLAGE F-6A1
WEST ROSEVILLE SPECIFIC PLAN PARCEL F-6A
SUBDIVISION NO. PL 14-0469
BEING ALL OF LOT 1 OF THAT CERTAIN FINAL MAP ENTITLED
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SEE SHEET 2 FOR BASIS OF
BEARINGS, LEGEND, NOTES AND REFERENCES.



CURVE TABLE - THIS SHEET ONLY					
NO.	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD DIST
C1	26.00'	92°08'41"	41.81'	N71°25'11"E	37.45'
C2	1131.00'	2°06'18"	41.55'	N62°01'11"W	41.55'
C3	1131.00'	0°53'17"	17.53'	N61°24'41"W	17.53'
C4	1131.00'	0°45'38"	15.01'	N62°14'08"W	15.01'
C5	1131.00'	0°27'22"	9.00'	N62°50'38"W	9.00'
C6	17.00'	87°37'33"	26.00'	N18°27'55"W	23.54'
C7	17.00'	83°14'37"	24.70'	N16°16'28"W	22.58'
C8	17.00'	4°22'56"	1.30'	N60°05'14"W	1.30'
C9	1021.00'	1°18'40"	23.36'	N61°37'22"W	23.36'
C10	17.00'	92°35'20"	27.47'	N71°38'31"E	24.58'
C11	969.00'	1°05'47"	18.54'	N61°30'56"W	18.54'
C12	17.00'	90°00'00"	26.70'	N15°58'02"W	24.04'
C13	325.00'	5°10'01"	29.31'	N2°21'58"E	29.30'
C14	17.00'	90°00'00"	26.70'	N74°01'58"E	24.04'
C15	17.00'	84°41'23"	25.13'	N30°07'21"W	22.90'
C16	274.00'	11°14'16"	53.74'	N66°35'10"W	53.65'
C17	17.00'	86°31'15"	25.67'	N64°32'04"E	23.30'
C18	17.00'	21°39'13"	6.42'	N83°01'54"W	6.39'
C19	17.00'	64°52'02"	19.25'	N53°42'28"E	18.23'
C20	528.00'	7°45'31"	71.50'	N25°09'12"E	71.44'
C21	538.00'	9°23'53"	88.25'	N24°20'02"E	88.15'
C22	26.00'	90°00'00"	40.84'	N15°58'02"W	36.77'
C23	500.00'	12°17'19"	107.24'	N22°53'19"E	107.03'
C24	500.00'	16°57'41"	148.02'	N8°15'49"E	147.48'
C25	1176.00'	3°41'07"	75.64'	N62°48'36"W	75.63'
C26	1176.00'	5°36'58"	115.27'	N63°46'31"W	115.22'
C27	1200.00'	29°29'02"	617.51'	N75°42'33"W	610.72'

LINE TABLE - THIS SHEET ONLY		
NO.	BEARING	LENGTH
L1	N25°20'51"E	16.71'
L2	N29°01'58"E	14.50'
L3	N60°58'02"W	10.00'
L4	N29°01'58"E	14.50'
L5	N60°58'02"W	9.00'

FINAL MAP OF
FIDDYMMENT RANCH - PHASE 3
VILLAGE F-6A1
WEST ROSEVILLE SPECIFIC PLAN PARCEL F-6A
SUBDIVISION NO. PL 14-0469
BEING ALL OF LOT 1 OF THAT CERTAIN FINAL MAP ENTITLED
"FIDDYMMENT RANCH PHASE 6 VILLAGE F-6 LARGE LOT SUBDIVISION",
SUBDIVISION NO. PL16-0364, BOOK FF OF MAPS, PAGE 75, O.R.P.C.
LYING WITHIN A PORTION OF SECTION 13, T. 11 N., R. 5 E., M.D.M
CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA

SEE SHEET 2 FOR BASIS OF
BEARINGS, LEGEND, NOTES AND REFERENCES.

WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
3301 C ST. BLDG. 100-B TEL 916.341.7760
SACRAMENTO, CA 95816 FAX 916.341.7767

CURVE TABLE - THIS SHEET ONLY					
NO.	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD DIST
C1	871.00'	1°10'22"	17.83'	N0°22'09"E	17.83'
C2	52.00'	3°06'00"	2.81'	N1°46'02"W	2.81'
C3	52.00'	90°00'00"	81.68'	N45°13'02"W	73.54'
C4	52.00'	7°26'21"	6.75'	N86°29'52"W	6.75'
C5	17.00'	90°00'00"	26.70'	N45°13'02"W	24.04'
C6	17.00'	90°00'00"	26.70'	N44°46'58"E	24.04'
C7	17.00'	90°00'00"	26.70'	N45°13'02"W	24.04'

SEE SHEET 2 FOR BASIS OF
BEARINGS, LEGEND, NOTES AND REFERENCES.

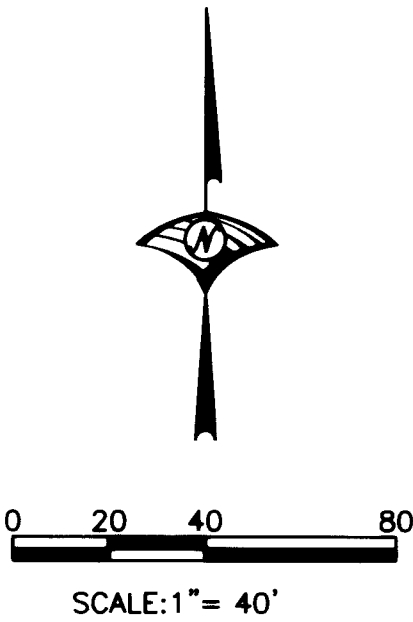
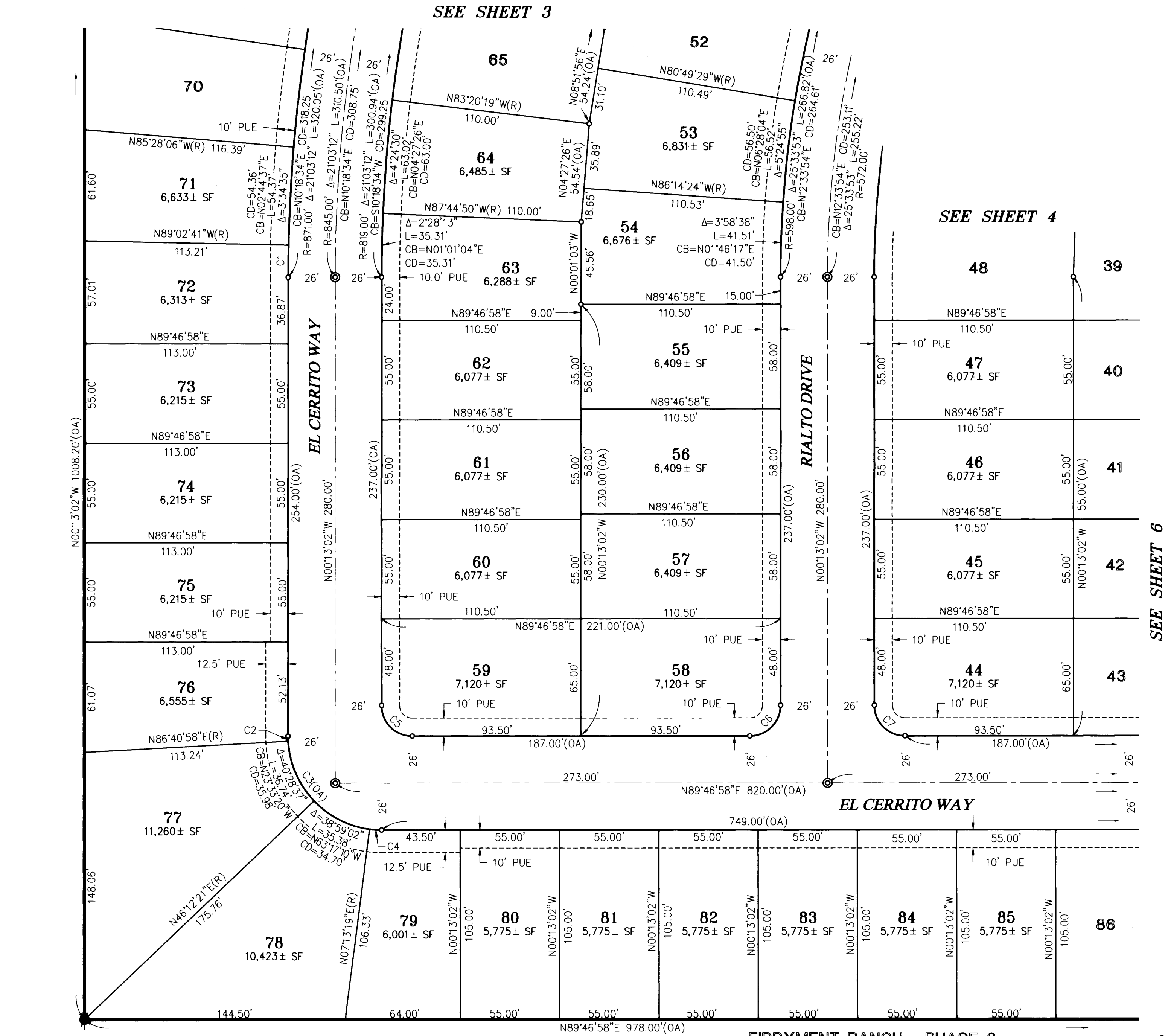
FIDDYMENT RANCH - PHASE 3
VILLAGE F-6
LOT 2
FF MAPS 75

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MAY 2022

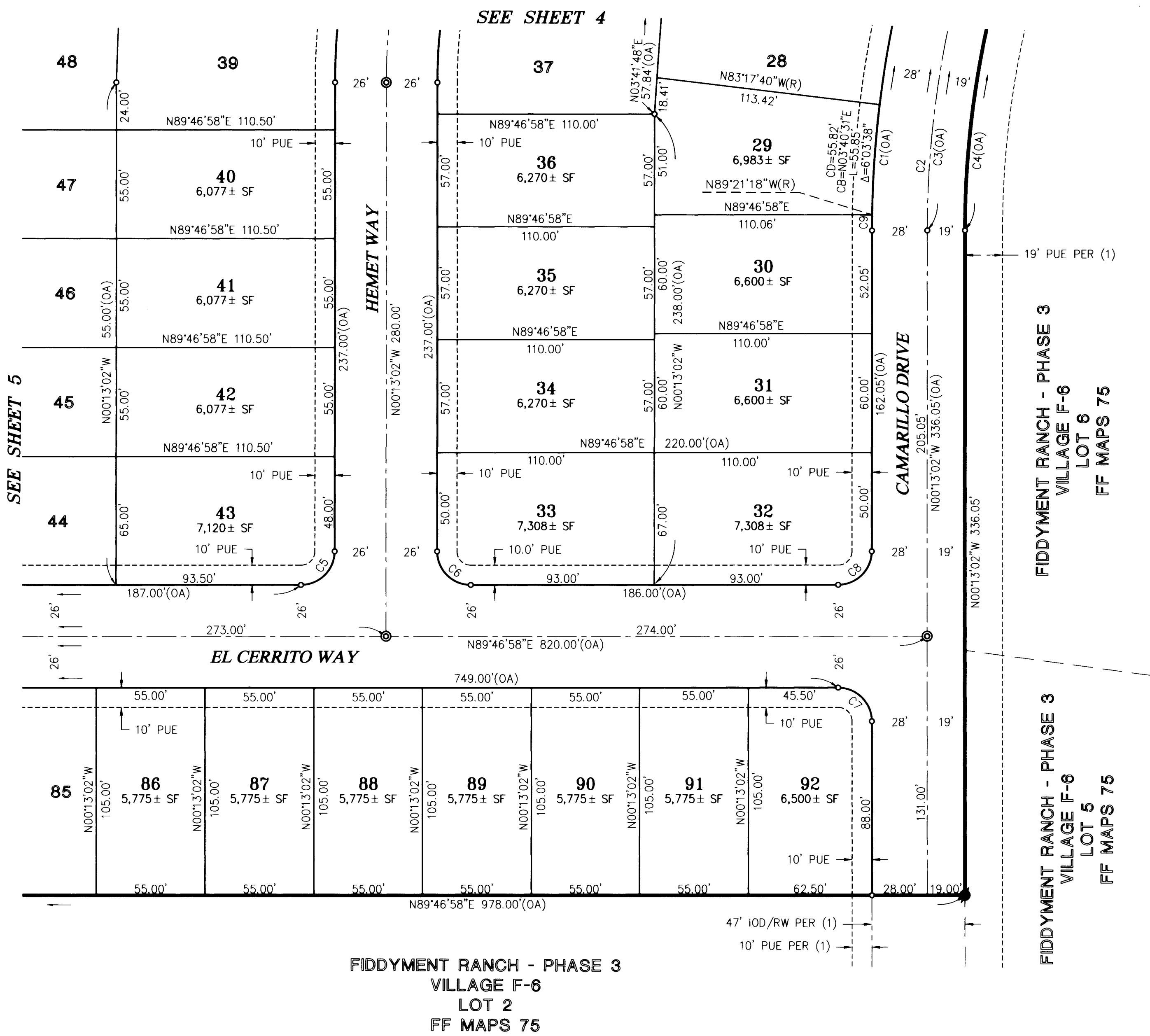
Sheet 5 of 7

1027.187

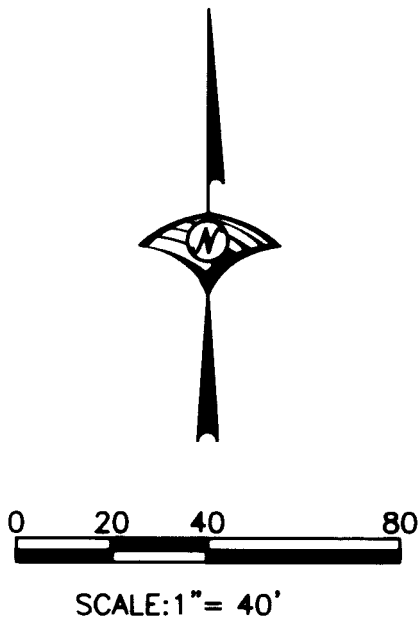


FINAL MAP OF
FIDDYMENT RANCH - PHASE 3
VILLAGE F-6A1

WEST ROSEVILLE SPECIFIC PLAN PARCEL F-6A
SUBDIVISION NO. PL 14-0469
BEING ALL OF LOT 1 OF THAT CERTAIN FINAL MAP ENTITLED
"FIDDYMENT RANCH PHASE 6 VILLAGE F-6 LARGE LOT SUBDIVISION",
SUBDIVISION NO. PL16-0364, BOOK FF OF MAPS, PAGE 75, O.R.P.C.
LYING WITHIN A PORTION OF SECTION 13, T. 11 N., R. 5 E., M.D.M
CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA



CURVE TABLE - THIS SHEET ONLY					
NO.	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD DIST
C1	528.00'	12°26'23"	114.64'	N6°00'09"E	114.41'
C2	500.00'	16°57'41"	148.02'	N8°15'49"E	147.48'
C3	500.00'	29°15'00"	255.25'	N14°24'28"E	252.49'
C4	481.00'	29°15'00"	245.56'	N14°24'28"E	242.90'
C5	17.00'	90°00'00"	26.70'	N44°46'58"E	24.04'
C6	17.00'	90°00'00"	26.70'	N45°13'02"W	24.04'
C7	17.00'	90°00'00"	26.70'	N45°13'02"W	24.04'
C8	17.00'	90°00'00"	26.70'	N44°46'58"E	24.04'
C9	528.00'	0°51'44"	7.95'	N0°12'50"E	7.95'



FINAL MAP OF
FIDDYMENT RANCH - PHASE 3
VILLAGE F-6A1
WEST ROSEVILLE SPECIFIC PLAN PARCEL F-6A
SUBDIVISION NO. PL 14-0469
BEING ALL OF LOT 1 OF THAT CERTAIN FINAL MAP ENTITLED
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MAY 2022

Sheet 6 of 7

1027.187

SEE SHEET 2 FOR BASIS OF
BEARINGS, LEGEND, NOTES AND REFERENCES.

INFORMATIONAL SHEET

ADDITIONAL INFORMATION FOR INFORMATIONAL PURPOSE ONLY
PURSUANT TO SECTION 66434.2 OF THE GOVERNMENT CODE.

EACH RESIDENTIAL DWELLING CONSTRUCTED ON ANY OF THE LOTS INDICATED SHALL BE FITTED WITH A SEWER BACKFLOW PREVENTER VALVE AS APPROVED BY THE CITY OF ROSEVILLE. IT SHALL BE THE RESPONSIBILITY OF THE OWNER OF SAID DWELLING TO MAINTAIN THE VALVE AND PREVENT DAMAGE FROM OCCURRING THERETO. THE CITY OF ROSEVILLE SHALL NOT BE RESPONSIBLE FOR THE MAINTENANCE OR PERFORMANCE OF THE VALVE, AND THE CITY OF ROSEVILLE SHALL NOT BE LIABLE FOR ANY DAMAGE OCCURRING TO ANY SUCH DWELLING, OR ITS CONTENTS DUE TO FAILURE OF THE VALVE FOR ANY REASON WHATSOEVER.

LEGEND

* DENOTES SEWER BACKFLOW PREVENTER VALVE REQUIRED ON SANITARY SEWER CONNECTION BY THE CITY OF ROSEVILLE WITH THE BUILDING PERMIT AND MAINTAINED THEREAFTER BY THE OWNER.



SEE SHEET 2 FOR BASIS OF
BEARINGS, LEGEND, NOTES AND REFERENCES.

FINAL MAP OF
FIDDYMMENT RANCH - PHASE 3
VILLAGE F-6A1
WEST ROSEVILLE SPECIFIC PLAN PARCEL F-6A
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MAY 2022

Sheet 7 of 7

1027.187



COUNCIL COMMUNICATION

CC #: 2570
File #: 0800-03

Title: Electric Generation Maintenance and Rehabilitation Support Services - Northern California Power Agency Support Services Program Agreement
Contact: Matt Garner 916-746-1691 mgarner@roseville.ca.us

Meeting Date: 3/1/2023
Item #: 6.10.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution authorizing the Electric Utility Director and the City Attorney to execute a Confirmation under the Support Services Program Agreement (SSPA) with the Northern California Power Agency (NCPA) for Performance Mechanical Inc. to perform maintenance support and rehabilitation services at Roseville Electric owned or operated generation facilities.

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 power plants like the Roseville Energy Park and Roseville Power Plant 2, maintenance and rehabilitation of steam systems, piping and motor driven equipment is needed to maintain safe, efficient and reliable operation of the facilities. It is more cost effective for a contractor with access to a large pool of specific labor and equipment requiring specialized certification and training to handle some of these tasks, rather than to staff for every specific maintenance activity.

Performance Mechanical Inc. (PMI) was selected in July 2018 through a competitively bid process managed by NCPA to perform maintenance support and rehabilitation services for the benefit of the members, including Roseville Electric Utility. PMI will help perform certain maintenance work at the Roseville Energy Park during our major maintenance effort in April 2023.

FISCAL IMPACT

The total cost of services will not exceed \$751,675. Funding is included in the Electric Fund budget for FY2022-23.

ENVIRONMENTAL REVIEW

The proposed project involves maintenance services at existing facilities. This activity is categorically exempt from CEQA as a Class 1 Exemption (State CEQA Guidelines Section 15301). The Exemption has been prepared and no further CEQA action is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal E - Deliver exceptional city services

Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Matt Garner, Power Generation Superintendent

Dan Beans, Electric Utility Director

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 23-081

NCPA SSPA Confirmation for PMI

Notice of Exemption

RESOLUTION NO. 23-081

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, maintenance and rehabilitation of steam systems, piping and motor driven equipment is needed to maintain safe, efficient and reliable operation of the unit; and

WHEREAS, Performance Mechanical, Inc. was selected in July 2018 through a competitively bid process managed by NCPA to provide maintenance and rehabilitation work for the benefit of its members, including Roseville Electric Utility; and

WHEREAS, Confirmation No. 0290 under the NCPA Support Services Program Agreement with Performance Mechanical, Inc. in the amount of \$751,675, has been reviewed by the City Council.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that Confirmation No. 0290 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 \$750,000.00 for the Performance Mechanical, Inc. work described in paragraph 3. The dollar amount is not a guarantee that the full amount will be paid to Performance Mechanical, 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. NORTHERN CALIFORNIA POWER AGENCY (NCPA) agrees to provide the following Support Services to the Participating Member:

Performance Mechanical, Inc. shall provide maintenance services on a time and materials basis during Roseville Electric Utility's spring 2023 outage including but not limited to piping work, hydrotesting, HRSG maintenance, catalyst maintenance, troubleshooting, underground piping maintenance, outage support, rotating equipment alignment, structural steel work as necessary to provide access for necessary facility maintenance, and parts supply for the Roseville Energy Park generation facilities. The rates for said services are set forth in attached Exhibit "A", including the current rate schedule and rates information for time and materials projects.

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 \$751,675.00.

5. A Security Account deposit is not required for this Confirmation.

6. The Participating Member has determined the action contemplated by this Confirmation does not require further analysis under the California Environmental Quality Act (CEQA) because the activity is either not a project as that term is used in CEQA or is covered by exemption(s) to CEQA. NCPA acting as a responsible agency in this context is relying upon Participating Member's determination as the lead agency under CEQA. If Participating Member determines it needs to prepare a CEQA analysis for the action supported by this Confirmation, Participating Member shall inform NCPA to allow NCPA to fulfill its CEQA responsibilities as a responsible agency.

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



Performance Mechanical, Inc.

General Engineering Contractor

California License No. 475516



An EMCOR Company

City of Roseville

Sacramento County

Labor Rates Effective:

DAY SHIFT

	1-Jul-22 ST	To TH	30-Jun-23 DT	ST	TH	DT
BOILERMAKERS						
JOURNEYMAN	125.31	166.54	207.76			
ASST FOREMAN	127.10	169.05	217.32			
FOREMAN	134.09	178.84	229.93			
GENERAL FOREMAN	142.49	190.62	245.08			
SUPERINTENDENT	151.09	202.67	260.58			
HELPER	55.08	70.27	85.46			
APPR 1	104.70	137.63	176.90			
APPR 2	108.13	142.45	183.10			
APPR 3	111.57	147.27	189.30			
APPR 4	115.00	152.09	195.50			
APPR 5	118.44	156.90	201.69			
APPR 6	121.88	161.72	207.89			
CARPENTERS						
JOURNEYMAN	117.77	147.25	176.72			
FOREMAN	134.37	170.51	206.66			
GENERAL FOREMAN	152.35	195.73	239.11			
LABORERS						
JOURNEYMAN	86.31	106.02	125.73			
FOREMAN	89.18	110.04	130.90			
MILLWRIGHTS						
JOURNEYMAN	123.30	154.22	185.13			
FOREMAN	136.16	172.25	208.33			
GENERAL FOREMAN	141.17	179.27	217.37			
APPR 1	70.12	88.67	107.22			
APPR 2	78.26	98.36	118.45			
APPR 3	86.76	108.40	130.04			
APPR 4	90.61	113.79	136.98			
APPR 5	107.92	132.65	157.38			
APPR 6	111.76	138.04	164.32			
APPR 7	115.61	143.43	171.26			
APPR 8	119.46	148.83	178.20			
PIPEFITTERS - FIELD				PIPEFITTERS - Sacramento Shop		
JOURNEYMAN	122.05	155.64	189.23	125.07	158.66	192.25
FOREMAN	135.42	174.39	213.36	138.44	177.41	216.38
GENERAL FOREMAN	140.45	181.44	222.43	143.47	184.46	225.45
SUPERINTENDENT	148.80	193.14	237.48	151.82	196.16	240.50
APPR 1	54.51	67.94	81.38	57.53	70.96	84.40
APPR 2	58.69	73.80	88.92	61.71	76.82	91.94
APPR 3	62.87	79.66	96.46	65.89	82.68	99.48
APPR 4	67.05	85.52	104.00	70.06	88.54	107.02
APPR 5	88.61	108.77	128.92	91.63	111.79	131.94
APPR 6	92.79	114.63	136.46	95.81	117.65	139.48
APPR 7	96.97	120.49	144.00	99.99	123.51	147.02
APPR 8	101.15	126.35	151.54	104.17	129.37	154.56
APPR 9	105.33	132.21	159.08	108.35	135.22	162.10

Sacramento Office

6001 Midway Street, Sacramento, CA 95828
(916) 421-4087 – Fax (888) 841-6156

Corporate Office-Pittsburg

701 Willow Pass Road Suite #2 Pittsburg, CA
(925) 432-4080 – Fax (925) 432-0170

Los Angeles Office

5401 McFadden Ave, Huntington Beach, CA 92649
(310) 327-3205 – Fax (310) 516-0218



Performance Mechanical, Inc.

General Engineering Contractor

California License No. 475516



An EMCOR Company

APPR 10	109.51	138.06	166.62	112.53	141.08	169.64
FIELD STAFF						
EST/PROJECT MGR	139.00	196.00	252.00			
PROJECT ENGINEER	103.00	144.00	184.00			
FIELD ENGINEER	89.00	122.00	156.00			
SCHEDULER	134.00	189.00	243.00			
CAD DETAILER	129.00	171.00	214.00			
INFO SYSTEM TECH	89.00	123.00	157.00			
QC	130.00	182.00	233.00			
SAFETY	103.00	144.00	184.00			
TIMEKEEPER	54.00	74.00	95.00			
CLERICAL	49.00	67.00	85.00			

NOTE: PMI RESERVES THE RIGHT TO ISSUE CHANGES AS NEGOTIATED
WITH THE UNIONS/AND OR CHANGES RELATED TO OTHER
VARIABLES
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An EMCOR Company

City of Roseville

Sacramento County

Labor Rates Effective:

NIGHT SHIFT

	1-Jul-22 ST	To TH	30-Jun-23 DT	ST	TH	DT
BOILERMAKERS						
JOURNEYMAN	137.84	183.19	228.54			
ASST FOREMAN	139.81	185.95	239.05			
FOREMAN	147.50	196.73	252.92			
GENERAL FOREMAN	156.74	209.69	269.59			
SUPERINTENDENT	166.19	222.93	286.63			
HELPER	60.59	77.30	94.00			
APPR 1	115.16	151.40	194.59			
APPR 2	118.94	156.70	201.41			
APPR 3	122.72	161.99	208.23			
APPR 4	126.50	167.29	215.05			
APPR 5	130.28	172.59	221.86			
APPR 6	134.06	177.89	228.68			
CARPENTERS						
JOURNEYMAN	129.55	161.97	194.40			
FOREMAN	147.80	187.57	227.33			
GENERAL FOREMAN	167.59	215.30	263.02			
LABORERS						
JOURNEYMAN	94.94	116.62	138.31			
FOREMAN	98.09	121.04	143.99			
MILLWRIGHTS						
JOURNEYMAN	135.63	169.64	203.65			
FOREMAN	149.78	189.47	229.16			
GENERAL FOREMAN	155.29	197.20	239.11			
APPR 1	77.13	97.54	117.94			
APPR 2	86.09	108.19	130.30			
APPR 3	95.43	119.24	143.04			
APPR 4	99.67	125.17	150.68			
APPR 5	118.71	145.91	173.12			
APPR 6	122.94	151.84	180.75			
APPR7	127.17	157.78	188.38			
APPR8	131.40	163.71	196.01			
PIPEFITTERS - FIELD						
JOURNEYMAN	134.26	171.21	208.16			
FOREMAN	148.97	191.83	234.69			
GENERAL FOREMAN	154.50	199.59	244.67			
SUPERINTENDENT	163.68	212.45	261.23			
APPR 1	59.96	74.74	89.52			
APPR 2	64.56	81.18	97.81			
APPR 3	69.15	87.63	106.10			
APPR 4	73.75	94.07	114.40			
APPR 5	97.48	119.65	141.82			
APPR 6	102.07	126.09	150.11			
APPR 7	106.67	132.54	158.40			
APPR 8	111.27	138.98	166.69			
APPR 9	115.87	145.43	174.99			

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California License No. 475516



An EMCOR Company

APPR 10	120.46	151.87	183.28
FIELD STAFF			
EST/PROJECT MGR	139.00	196.00	252.00
PROJECT ENGINEER	103.00	144.00	184.00
FIELD ENGINEER	89.00	122.00	156.00
SCHEDULER	134.00	189.00	243.00
CAD DETAILER	129.00	171.00	214.00
INFO SYSTEM TECH	89.00	123.00	157.00
QC	130.00	182.00	233.00
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TIMEKEEPER	54.00	74.00	95.00
CLERICAL	49.00	67.00	85.00

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Performance Mechanical, Inc.

Labor and Equipment Rates for T&M Projects

Attached are our current labor and equipment rates. The labor rates include small tools up to \$500 in value, standard safety equipment and PPE, and consumables. A list of normally included consumables is included with the equipment rates. Oxygen and acetylene are included in the consumables rates. Welding rod, filler wire, purge and welding gases are reimbursable. The equipment rates apply to PMI owned equipment. Third party rentals are billable at cost plus markup.

These rates also included all insurance, employment taxes, overhead and profit.

All crafts at all levels employed at the work location are reimbursable. Shop labor is reimbursable when approved in advance by the client. Apprentices are billed at the actual apprentice level, per union dispatch. Apprentice ratios are dictated by union agreement, job complexity, and availability. We always strive to maintain the most competitive crew ratio possible without negatively impacting productivity.

Indirect field staffing, i.e.-project managers, field engineers, safety, QC or clerical staff is reimbursable when assigned to the project for project specific work only. This can include time spent on site or at the home office. QC supervision is also reimbursable for all code work. Typical home office management is included in the overhead. Client should be notified in advance of anticipated billable hours for these items.

Markups for materials, third party rentals and subcontractors are as follows:

Material – 10%

Third Party Rentals – 10%

Subcontractors and Outside Services – 15%

The included rates are valid until June 30, 2020. Labor rates for pipefitters, carpenters, millwrights and laborers are subject to change periodically, per the various crafts Master Labor Agreements, however typically go up every July 1. Boilermaker labor rates typically change on October 1 annually. Revised rates are issued accordingly as soon as we receive wage and benefit information from the local unions.

Depending on the nature and duration of the requested on-call services, travel time, and subsistence costs may apply for supervision and key personnel. These costs will be discussed and agreed up on a case by case basis. Typically, these costs should not exceed the standard government rates and terms for travel time and per diem. For all other craft classifications, travel and subsistence, if required, will be per the applicable union labor agreement.

ASME Code Repairs and Alterations:

For code repairs, alterations, and re-rates the following ASME Certification charges shall apply. These charges are per occurrence:

Code Repairs - \$750

Re-rates and Alterations - \$1,500

State of California, DOSH Authorized Inspector – Actual hours at current rate of \$135 per hour, plus expenses

PMI Quality Control inspection will be billed per the attached labor and equipment rates.

California Fire Marshall and State Lands Testing:

Certification fee for State Lands and State Fire Marshall Hydro Tests is \$3,500 per occurrence.

PMI Quality Control inspection and all required testing equipment will be billed per the attached labor and equipment rates.

Modified Markups

In the event where Roseville Electric Utility would like to use our procurement and accounting services to expedite procurement and delivery of materials and equipment; and/or utilize our subcontracting abilities to obtain services that are outside of PMI's scope of work, than the proposed Modified Markups below shall be utilized by Roseville Electric Utility.

1. Material and equipment purchases –

- a. Markups assume that the vendor will agree to quote equipment FOB – Roseville Energy Park, Roseville, CA. or Roseville Power Plant #2, Roseville, CA.
- b. PMI will not be responsible for delays in vendor performance or shipping.
- c. Markups to be as follows:
 - i. \$0-\$9,999 – Markup to remain 10%
 - ii. \$10,000 - \$99,999 – Markup to be 8%
 - iii. \$100,000 or greater – Markup to be 7%

2. Subcontracts and Outside Services –

- a. Vendors must pre-qualify as a PMI subcontractor and accept PMI subcontract terms and conditions
- b. Any on-site supervision or safety supervision required by PMI will be in addition to the markup (to be billed using our proposed T&M Rates)
- c. PMI will not be liable for the performance of the vendor; or for back charges, rework or lost production based on unacceptable performance of the subcontractor
- d. PMI to be reimbursed by Roseville Electric Utility for the cost of managing and correcting any warranty issues should the Roseville Electric Utility vendor fail to correct or reimburse PMI for said warranty issues.
- e. Markups to be as follows:
 - i. For subcontractors already qualified as acceptable PMI subcontractors – Markup to be 10% regardless of contract value.
 - ii. For new subcontractors –

1. \$0-14,999 – Markup to be flat fee of \$1,500
2. \$15,000 or greater – Markup to be 10%



Notice of Exemption

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

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

Project Title: Professional Service Agreement Roseville Electric Utility – Northern California Power Agency (NCPA) Support Services Program Agreement for Maintenance

Project Location(s):

- 1) Roseville Energy Park, 5120 Phillip Road, Roseville, CA. 95747
- 2) Roseville Power Plant #2, 2155 Nichols Drive, Rocklin, CA. 95677

Project Description: The City of Roseville proposes to approve a contract with Performance Mechanical Inc. for maintenance services, including but not limited to piping work, hydrotesting, heat recovery steam generator (HRSG) maintenance, catalyst maintenance, troubleshooting, underground piping maintenance, outage support, rotating equipment alignment, structural steel work as necessary to provide access for required facility maintenance, and parts supply for the Roseville Energy Park generation facilities.

Public Agency Approving Project: Roseville City Council

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

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

"Class 1 consists of ...operation, repair, maintenance...or minor alteration of existing public facilities...involving negligible or no expansion of use beyond that previously existing.... examples include...publicly owned utilities..."

The project is limited to providing general operational maintenance services at the existing Roseville Electric facilities and would result no expansion of use. Therefore the Class 1 Exemption is applicable to the proposed project.

Lead Agency Contact Person: Matt Garner, Roseville Electric, 5120 Phillip Road, Roseville, CA 95747. (916) 746-1691.

Signature: _____

A handwritten signature in blue ink, appearing to read "Terri Shirhall", is written over a horizontal line.

Terri Shirhall, Environmental Coordinator
City of Roseville

Date: 1/30/2023



COUNCIL COMMUNICATION

CC #: 2566

File #: 0704

Title: Child Development Services Fiscal Year 2023-24 Agreement

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

Meeting Date: 3/1/2023

Item #: 6.11.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution authorizing the City Manager to execute a contract with the California Department of Social Services for FY2023-24 for the purpose of providing child care services.

BACKGROUND

Beginning in 1996, the City of Roseville's Adventure Club program began offering subsidized childcare services for qualifying families through the California Department of Social Services grant. Currently, grant funds provide childcare services for over 70 children enrolled at Cirby, Kaseberg and Woodbridge Adventure Clubs. The California Department of Social Services requires a resolution to authorize the City Manager to sign the application documents for FY2023-24. The FY2023-24 agreement will be substantially the same as the agreement from FY2022-23, which is attached as Exhibit A as a sample.

FISCAL IMPACT

Under the new contract, the City of Roseville can receive a maximum reimbursable amount of \$478,904 in FY2023-24 to offset direct program expenses. There is no General Fund impact as the program is funded in the Youth Development 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 an agreement for child development services meets the above criteria and is not subject to CEQA. No additional environmental review is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal A - Remain fiscally responsible in a changing world

Goal C - Maintain a safe and healthy community

Goal E - Deliver exceptional city services

Respectfully Submitted,

Jeff Nereson, Parks, Recreation & Libraries Manager

Jill Geller, Parks, Recreation & Libraries Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 22-077

Exhibit A - Sample Agreement

RESOLUTION NO. 23-077

APPROVING AN AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND THE CALIFORNIA DEPARTMENT OF SOCIAL SERVICES, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, since 1996 the City of Roseville's Adventure Club program began offering subsidized childcare for qualifying families through a California Department of Social Services grant; and

WHEREAS, the California Department of Social Services has requested a resolution to authorize the current City Manager to sign the contract documents for Fiscal Year 2023-24; and

WHEREAS, an Agreement to cover direct childcare expenses, by and between the City of Roseville and the California Department of Social Services, will be provided by the California Department of Social Services for execution by the City Manager; and.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Roseville authorizes entering into an agreement to receive grant funds for childcare expenses from the California Department of Social Services.

BE IT FURTHER RESOLVED that the City Manager is authorized to execute it and all related forms and agreements on behalf of the City of Roseville, upon receipt and approval of the final contract.

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



LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

DATE:

CONTRACT NUMBER:

PROGRAM TYPE: GENERAL CHILD CARE &
DEV PROGRAMS

PROJECT NUMBER:

STATE AGENCY: CALIFORNIA DEPARTMENT OF SOCIAL SERVICES

CONTRACTOR'S NAME:

This Agreement is entered into between the State Agency and the Contractor named above. The Contractor agrees to comply with the terms and conditions of the CURRENT APPLICATION; GENERAL TERMS AND CONDITIONS (GTC 04/2017)*; the GENERAL CHILD CARE AND DEVELOPMENT PROGRAM REQUIREMENTS (Program Requirements)*; the FUNDING TERMS AND CONDITIONS (FT&C)*, as approved by the State Agency referenced at: <https://www.cdss.ca.gov/inforesources/child-care-and-development/contractor-resources>. Where the GTC 04/2017 conflicts with either the Program Requirements or the FT&C, the Program Requirements or the FT&C will prevail.

Funding of this Agreement is contingent upon appropriation and availability of sufficient funds. This Agreement may be terminated immediately by the State if funds are not appropriated or available in amounts sufficient to fund the State's obligations under this Agreement.

The period of performance for this Agreement is _____ through _____. For satisfactory performance of the required services, the Contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount Section of the FT&C, based on the Agreement rate (which is the service county reimbursement rate as provided in MB 21-26 and 21-26E: <https://cdss.ca.gov/Portals/9/Additional-Resources/Letters-and-Notices/CCBs/2021/CCB21-26E.pdf?ver=2022-01-26-135931-260>), applicable to the sites, as located in the service counties, approved by the Child Care and Development Division, the Minimum Days of Operations (MDO), which is based on the approved program calendar, and the Maximum Reimbursable Amount (MRA) of \$ _____.

During the term of this Agreement, the Agreement rate, the MDO and the MRA may be adjusted through an Allocation Letter issued to the Contractor by State Agency.

SERVICE REQUIREMENTS

Minimum Days of Operation (MDO): _____

Any provision of this Agreement found to be in violation of Federal or State statute or regulation shall be invalid but such a finding shall not affect the remaining provisions of this Agreement.

Items shown with an asterisk (*), are hereby incorporated by this reference and made part of this Agreement as if attached hereto. Amendments to any of these asterisked documents during the term of this Agreement shall be incorporated by reference as of the date issued by State Agency without need for formal amendment. <https://www.cdss.ca.gov/inforesources/child-care-and-development/contractor-resources>.

IMPORTANT: Signature is not required.

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ _____	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE	
	(OPTIONAL USE) See Attached			
	ITEM See Attached	CHAPTER	STATUTE	FISCAL YEAR
	OBJECT OF EXPENDITURE (CODE AND TITLE)			
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ _____				
TOTAL AMOUNT ENCUMBERED TO DATE \$ _____				



COUNCIL COMMUNICATION

CC #: 2565
File #: 0323-01

Title: Military Equipment Policy
Contact: Doug Blake 916-746 1043 dblake@roseville.ca.us
Troy Bergstrom 916-774-5058 tbergstrom@roseville.ca.us

Meeting Date: 3/1/2023
Item #: 6.12.

RECOMMENDATION TO COUNCIL

Staff recommends the City Council adopt findings pursuant to California Government Code Sections 7071 and 7072, and introduce for first reading an ordinance renewing Ordinance 6463 and readopting and continuing Roseville Police Department Policy No. 706, titled "Military Equipment", thereby authorizing the Roseville Police Department's continued use of "military equipment", as defined by Government Code Section 7070.

BACKGROUND

Brief History of AB 481

Assembly Bill 481 ("AB 481"), signed by Governor Newsom in September 2021, required that law enforcement agencies obtain approval from the agency's governing body prior to purchasing or acquiring military equipment, using military equipment, and/or collaborating with other law enforcement agencies in the deployment or use of military equipment within the governing body's territorial jurisdiction.

Such approval by the City Council was required to be in the form of an Ordinance, adopting a publicly released, written military equipment policy. AB 481 also required that the military equipment policy address a number of specific topics, including the type, quantity, capabilities, purposes, and authorized uses of each type of military equipment, the fiscal impact of their acquisition and use, the legal and procedural rules that govern their use, the training required by any officer allowed to use the equipment, the mechanisms in place to ensure policy compliance, and the procedures by which the public may submit complaints. To adopt such an Ordinance, the City Council was also required to make the following findings:

- A. The military equipment is necessary because there is no reasonable alternative that can achieve the same objective of officer and civilian safety.
- B. The proposed military equipment use policy will safeguard the public's welfare, safety, civil

rights, and civil liberties.

C. If purchasing the equipment, the equipment is reasonably cost effective compared to available alternatives that can achieve the same objective of officer and civilian safety.

D. Prior military equipment use complied with the military equipment use policy that was in effect at the time, or if prior uses did not comply with the accompanying military equipment use policy, corrective action has been taken to remedy nonconforming uses and ensure future compliance.

City's Original Adoption a Military Equipment Policy

At its March 1, 2022 meeting, the City Council was presented with Ordinance 6463, which included the findings required by AB 481 and, if adopted, would approve and adopt a Military Equipment policy for the Roseville Police Department. The City Council elected to move forward with the Military Equipment Policy and introduced Ordinance 6463 for first reading that evening. At its March 15, 2022 meeting, the City Council completed the second reading and adopted Ordinance 6463, thereby approving and adopting Roseville Police Department Policy No. 706, titled "Military Equipment".

Annual Review and Renewal of Military Equipment Policy

AB 481 further requires that the City Council review any ordinance adopted pursuant to AB 481 at least annually, and to vote on whether to "renew" the ordinance. In making this decision, the City Council is required to determine whether each type of military equipment owned by the City complied with the findings originally made during adoption of the ordinance. This determination is to be based on an annual "report" prepared by the Police Department that includes at least the following information for each type of military equipment approved for use:

A. A summary of how the military equipment was used and the purpose of its use.

B. A summary of any complaints or concerns received concerning the military equipment.

C. The results of any internal audits, any information about violations of the military equipment use policy, and any actions taken in response.

D. The total annual cost for each type of military equipment, including acquisition, personnel, training, transportation, maintenance, storage, upgrade, and other ongoing costs, and from what source funds will be provided for the military equipment in the calendar year following submission of the annual military equipment report.

E. The quantity possessed for each type of military equipment.

F. If the law enforcement agency intends to acquire additional military equipment in the next year, the quantity sought for each type of military equipment.

This annual report must also be made publically available on the Police Department's website, and the Department must hold at least one well-publicized and conveniently located community engagement meeting at which the general public may discuss and ask questions regarding the annual military equipment report and the Department's funding, acquisition, or use of military equipment.

Roseville Police Department Annual Report

The Roseville Police Department has prepared a 2023 Annual Report that covers the initial reporting period of April 16, 2022 (the day the Department's Military Equipment Policy became effective) to December 31, 2022. The Report, attached herewith, includes all of the information required by AB 481 and was published on the Department's webpage on February 1, 2023. The Roseville Police Department also held a community engagement meeting on February 13, 2023, at 5:00 p.m. at the Roseville Police Department. The general public was invited to attend the meeting to discuss and ask questions regarding the annual military equipment report and the Department's funding, acquisition, or use of military equipment. Notice of the meeting was published on the City's main webpage, the City events calendar, and the Police Department's webpage and Facebook page. Two members of the community attended the meeting, and neither expressed any opposition to or concern with the 2023 Annual Report or the Department's Military Equipment Policy.

Council Action to Renew the Ordinance and Military Equipment Policy

As noted above, AB 481 requires that the City Council "renew" the military equipment ordinance, annual report, and policy, and make a determination as to whether the type of military equipment included in the policy has complied with the standards of approval originally adopted by Council. If determined to comply, the governing body can "vote to renew the ordinance" and the corresponding Military Equipment Policy. Because "renewal" of an ordinance is not a traditional City action, it is recommended that Council adopt a new ordinance making all relevant findings, renewing Ordinance 6463, and readopting and continuing the Roseville Police Department's Military Equipment Policy. No substantive changes are being made to the Military Equipment Policy, and the only minor revision is the addition of one piece of equipment to the inventory list that was acquired during the past year in accordance with Ordinance 6463 and the Policy. Copies of the proposed ordinance and Roseville Police Department Policy No. 706, titled "Military Equipment", are attached.

It is recommended that Council introduce for first reading an ordinance renewing Ordinance 6463 and readopting and continuing Roseville Police Department Policy No. 706, titled "Military Equipment", which will allow for the continued use of "military equipment" as defined by Government Code section 7070.

FISCAL IMPACT

There is no fiscal impact associated with the proposed policy as the equipment identified in the "Military Equipment" policy has already been budgeted for and acquired. Any future equipment would be subject to approved budgets at the time of acquisition and approval.

ENVIRONMENTAL REVIEW

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

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal B - Support community engagement and advocacy

Goal C - Maintain a safe and healthy community

Respectfully Submitted,

Doug Blake, Captain

Troy Bergstrom, Police Chief



Dominick Casey, City Manager

ATTACHMENTS:

Description

Ordinance

RPD 2023 Annual Report - Military Equipment

RPD Policy No. 706, Military Equipment

Ordinance No. 6463

ORDINANCE NO. ____

RENEWING CITY OF ROSEVILLE ORDINANCE 6463 AND READOPTING
AND CONTINUING ROSEVILLE POLICE DEPARTMENT POLICY NO. 706,
TITLED “MILITARY EQUIPMENT”

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1.

- A. On September 30, 2021, Governor Gavin Newsom signed into law Assembly Bill 481, relating to the use of military equipment by law enforcement agencies. Assembly Bill 481, codified at California Government Code sections 7070 through 7075, requires law enforcement agencies to obtain approval of the applicable governing body, by an ordinance adopting a “military equipment” use policy, at a regular meeting held pursuant to open meeting laws, prior to taking certain actions relating to the funding, acquisition, or use of military equipment. The term “military equipment” is defined in California Government Code section 7070(c). Assembly Bill 481 allows the governing body of a city to approve the funding, acquisition, and/or use of military equipment within its jurisdiction only if it makes specified findings.
- B. At its March 1, 2022 meeting, the City Council was presented with Ordinance 6463, which included the findings required by AB 481 and, if adopted, would approve and adopt a Roseville Police Department Policy No. 706, titled “Military Equipment”. The proposed Military Equipment Policy was consistent with AB 481 and based on a model policy utilized by many other law enforcement agencies in California. The City Council elected to move forward with the Military Equipment Policy and introduced Ordinance 6463 for first reading that evening.
- C. At its March 15, 2022 meeting, the City Council completed the second reading and adopted Ordinance 6463, thereby approving and adopting Roseville Police Department Policy No. 706, titled “Military Equipment”. Through adoption of Ordinance 6463, the City Council also made the following findings:
 - 1. The “military equipment” (as defined by California Government Code section 7070(c)) is necessary because there is no reasonable alternative that can achieve the same objective of officer and civilian safety;
 - 2. The “Military Equipment” Policy No. 706 will safeguard the public’s welfare, safety, civil rights, and civil liberties;
 - 3. The current “military equipment” identified in “Military Equipment” Policy No. 706 and purchasing any future “military equipment” on the list of “military equipment” (as defined by California Government Code section 7070(c)) is reasonably cost effective compared to available

alternatives that can achieve the same objective of officer and civilian safety; and

4. Prior “military equipment” use complied with the military equipment use policy that was in effect at the time.

D. AB 481 further requires that the City Council review any ordinance adopted pursuant to AB 481 at least annually, and to vote on whether to “renew” the ordinance. In making this decision, the City Council is required to determine whether each type of military equipment owned by the City complied with the findings originally made during adoption of the ordinance. This determination is to be based on an annual report prepared by the Police Department that includes at least the following information for each type of military equipment approved for use:

1. A summary of how the military equipment was used and the purpose of its use;
2. A summary of any complaints or concerns received concerning the military equipment;
3. The results of any internal audits, any information about violations of the military equipment use policy, and any actions taken in response;
4. The total annual cost for each type of military equipment, including acquisition, personnel, training, transportation, maintenance, storage, upgrade, and other ongoing costs, and from what source funds will be provided for the military equipment in the calendar year following submission of the annual military equipment report;
5. The quantity possessed for each type of military equipment; and
6. If the law enforcement agency intends to acquire additional military equipment in the next year, the quantity sought for each type of military equipment.

The annual report must also be made publically available on the Roseville Police Department’s webpage, and the Department must also hold at least one well-publicized and conveniently located community engagement meeting at which the general public may discuss and ask questions regarding the annual military equipment report and the Department’s funding, acquisition, or use of military equipment.

E. On February 1, 2023, the Roseville Police Department published its 2023 Annual Report regarding AB 481 and the Military Equipment Policy to the Department’s webpage. The Report includes all information required by AB

481. The Roseville Police Department also held a community engagement meeting on February 13, 2023, at 5:00 p.m. at the Roseville Police Department. The meeting was well-publicized and the general public was invited to attend to discuss and ask questions regarding the annual military equipment report and the Department's funding, acquisition, or use of military equipment.

- F. On March 1, 2023, the 2023 Annual Report regarding AB 481 and the City of Roseville Police Department's Military Equipment Police was submitted to the City Council pursuant to Government Code section 7072.

SECTION 2. The City Council of the City of Roseville makes the following findings:

- A. The City Council has reviewed Ordinance 6463, which was adopted pursuant to AB 481 and approved the funding, acquisition, or use of "military equipment" and approved and adopted Roseville Police Department Policy No. 706, titled "Military Equipment".
- B. The City Council was presented with the 2023 Annual Report, prepared by the Roseville Police Department pursuant to Government Code sections 7071 and 7072.
- C. Based on the 2023 Annual Report prepared by the Roseville Police Department and submitted to the City Council, the City Council determines that each type of "military equipment" identified in the Report has complied with the standards of approval set forth in Government Code section 7071, subsection (d), and adopted by the City Council through Ordinance 6463.
- D. The Roseville Police Department Policy No. 706, titled "Military Equipment", meets all requirements of Government Code sections 7070 – 7075.
- E. Ordinance 6463 is renewed and Roseville Police Department Policy No. 706, titled "Military Equipment", is approved and readopted.

SECTION 3. This ordinance shall be effective at the expiration of thirty (30) days from the date of its adoption.

SECTION 4. The City Clerk is hereby directed to cause this ordinance to be published in full at least once within fourteen (14) days after it is adopted in a newspaper of general circulation in the City, or shall within fourteen (14) days after its adoption cause this ordinance to be posted in full in at least three (3) public places in the City and enter in the Ordinance Book a certificate stating the time and place of said publication by posting.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

ROSEVILLE POLICE DEPARTMENT

2023 ANNUAL REPORT

ASSEMBLY BILL 481 - MILITARY EQUIPMENT

Title: 2023 Annual report for Military Equipment Policy Pursuant to California Assembly Bill 481

Contact: Troy Bergstrom, Chief of Police (916) 774-5010, tbergstrom@roseville.ca.us

Doug Blake, Captain (916) 746 1043, dblake@roseville.ca.us

BACKGROUND

AB 481

Assembly Bill 481 ("AB 481" or the "Bill") was signed by Governor Newsom on September 30, 2021, and requires that law enforcement agencies obtain approval from the agency's governing body prior to purchasing, raising funds for, or acquiring "military equipment", using "military equipment", and collaborating with other law enforcement agencies in the deployment or use of "military equipment" within the governing body's territorial jurisdiction.

The term "military equipment", as used in AB 481, in fact does not necessarily indicate equipment that has been used by the military, obtained from the military, or is even considered military grade. Pursuant to AB 481, items deemed to be "military equipment" include, but are not limited to, unmanned aerial or ground vehicles (i.e. drones or bomb disposal robots), armored vehicles, command post vehicles, battering rams, water cannons, pepper balls, "bean bag" launchers, "rubber bullets", long range acoustic devices, and commonly used long rifles. The Bill's stated intent is to increase transparency, accountability and oversight surrounding the acquisition and use of the designated "military equipment" by state and local law enforcement.

After initial approval by the governing body, AB 481 requires law enforcement agencies that receive approval for the use of "military equipment" to submit annual reports to the governing body regarding the use of the equipment, any complaints received, any internal audits or other information about violations of the military equipment use policy, the cost and quantity of each type of military equipment, and the quantity of military equipment if the agency intends to acquire additional military equipment in the next year. The governing body is required to review any ordinance it has adopted at least annually and vote on whether to renew the ordinance at a regular, public meeting.

Roseville Police Department's "Military Equipment" Policy

The Roseville Police Department's "Military Equipment" policy complies with AB 481 and is based on a model policy utilized by many other law enforcement agencies in California. The "Military Equipment" policy is reviewed annually and published on the Roseville Police Department's website.

ANNUAL REPORTING

The Roseville Police Department is required to prepare an annual report for its governing body on the status of the military equipment program. The report must be made publically available on the department's website for as long as the military equipment is available for use, and the report must include, at a minimum, all information as required by Government Code § 7072. This annual military equipment covers the period of April 16, 2022 (the day the Department's Military Equipment Policy became effective) to December 31, 2022.

Use of Equipment

All "Military Equipment" maintained by the Roseville Police Department is intended to be used to support law enforcement operations in order to safeguard the public's welfare, safety, civil rights, and civil liberties. Any Military Equipment used during the reporting period was consistent with such intended use and pursuant to the Department's Military Equipment Policy. Attached as Appendix A to this report is a summary of the equipment used and the purpose of the use during the reporting period.

Civilian Complaint Reporting

The Roseville Police Department maintains a procedure for citizens to report a complaint or concern associated with the Department. The Roseville Police Department has not received any complaints from the public during the reporting period regarding the intended or actual use of Military Equipment or the Department's Military Equipment Policy.

Internal Audits

The Roseville Police Department has assigned a designee to act as the Military Equipment Coordinator. The Military Equipment Coordinator, among other duties, conducts an annual inventory of all equipment listed under the "Military Equipment" policy. The Roseville Police Department has all equipment listed under this policy documented and accounted for. There have been no reports or complaints of violations of the Military Equipment Policy during the reporting period, and no internal audits have indicated any violations or misuse.

Fiscal Impact

There is no fiscal impact associated with equipment identified under the "Military Equipment" policy, as the equipment has already been acquired and budgeted for. Any future equipment would be subject to approved budgets at the time of acquisition and approval. Attached as Appendix B to this report is the Roseville Police Department's current inventory of Military Equipment. Appendix B lists any initial and ongoing costs associated with the Military Equipment. All Military Equipment is funded by City of Roseville general funds allocated to the Roseville Police Department unless otherwise indicated on the current inventory list (e.g., paid for by another local agency, grant funded, etc.).

Quantity Possessed

The Roseville Police Department maintains an updated list of "Military Equipment" in its inventory. Attached as Appendix B to this report is the current list of qualifying equipment maintained by the Department.

Intent to Acquire Additional Military Equipment

During the next calendar year for reporting purposes (January 1, 2023 – December 31, 2023), the Roseville Police Department does not intend to acquire new equipment that is not already listed on the current Military Equipment inventory (Appendix B). The Department does intend on replacing old equipment that is nearing the end of its expected lifespan, but this will be replacement only and it will not expend existing quantities.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "T. Bergstrom". The signature is written in a cursive, flowing style with a large initial "T" and a long, sweeping underline.

APPENDIX A

MILITARY EQUIPMENT USE

DATE	MILITARY EQUIPMENT USED	REASON FOR USE
April 19, 2022	Matrice 210	UAS-Patrol Assist
April 20, 2022	Mavic 2 Enterprise	UAS-Patrol Assist
April 27, 2022	Mavic 2 Enterprise	UAS-Patrol Assist
April 30, 2022	Mavic 2 Enterprise	UAS-Patrol Assist
May 2, 2022	Mavic 2 Enterprise	UAS-Patrol Assist
May 5, 2022	Matrice 210	UAS-Patrol Assist
May 5, 2022	RONS Robot	EOD-Deployment for a suspicious device
May 16, 2022	Mavic 2 Enterprise	UAS-Patrol Assist
May 23, 2022	Mavic 2 Enterprise	UAS-Patrol Assist
June 1, 2022	Mavic 2 Enterprise	UAS-Patrol Assist
June 4, 2022	Mavic 2 Enterprise	UAS-Patrol Assist
June 28, 2022	40mm	Patrol-Uncooperative subject barricaded in vehicle.
July 9, 2022	40mm	Patrol-Uncooperative subject failing to comply with commands.
July 11, 2022	Mavic 2 Enterprise	UAS-Patrol Assist

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MILITARY EQUIPMENT USE

July 30, 2022	Mavic 2 Enterprise	UAS-Patrol Assist
August 15, 2022	Mavic 2 Enterprise	UAS-Patrol Assist
August 21, 2022	Mavic 2 Enterprise	UAS-Patrol Assist
August 23, 2022	Mavic 2 Enterprise	UAS-Patrol Assist
September 1, 2022	Mavic 2 Enterprise	UAS-Patrol Assist
September 6, 2022	Mavic 2 Enterprise	UAS-Patrol Assist
September 17, 2022	Mavic 2 Enterprise	UAS-Patrol Assist
September 23, 2022	Mavic 2 Enterprise	UAS-Patrol Assist
September 27, 2022	Mavic 2 Enterprise	UAS-Patrol Assist
October 5, 2022	Mavic 2 Enterprise	UAS-Patrol Assist
October 7, 2022	Mavic 2 Enterprise	UAS-Patrol Assist
October 12, 2022	Mavic 2 Enterprise	UAS-Patrol Assist
October 14, 2022	Mavic 2 Enterprise	UAS-Patrol Assist
October 26, 2022	Mavic 2 Enterprise	UAS-Patrol Assist
October 26, 2022	40mm	Patrol-Uncooperative subject refusing to put down weapon

APPENDIX A

MILITARY EQUIPMENT USE

November 2, 2022	Mavic 2 Enterprise	UAS-Patrol Assist
November 6, 2022	Mavic 2 Enterprise	UAS-Patrol Assist
November 11, 2022	Mavic 2 Enterprise	UAS-Patrol Assist
November 19, 2022	Mavic 2 Enterprise	UAS-Patrol Assist
November 25, 2022	Mavic 2 Enterprise	UAS-Patrol Assist
December 1, 2022	Mavic 2 Enterprise	UAS-Patrol Assist
December 2, 2022	Mavic 2 Enterprise	UAS-Patrol Assist
December 8, 2022	40mm	Patrol-Uncooperative subject with a felony warrant
December 10, 2022	Mavic 2 Enterprise	UAS-Patrol Assist
December 13, 2022	Mavic 2 Enterprise	UAS-SWAT Operation
December 13, 2022	Tactical Response Vehicle (TRV)	SWAT Operation to assist PCSO SET with search warrant in Granite Bay
December 14, 2022	Mavic 2 Enterprise	UAS-Patrol Assist
December 17, 2022	Mavic 2 Enterprise	UAS-Patrol Assist
December 20, 2022	Mavic 2 Enterprise	UAS-Patrol Assist
December 21, 2022	Mavic 2 Enterprise	UAS-Patrol Assist

APPENDIX A

MILITARY EQUIPMENT USE

December 21, 2022	High Explosives	EOD-High Explosives used during an outside agency request to countercharge explosives
December 30, 2022	Mavic 2 Enterprise	UAS-Patrol Assist

APPENDIX B

MILITARY EQUIPMENT LIST

DESCRIPTION (Military item)	QUANTITY (sought or possessed)	CAPABILITIES	EXPECTED LIFESPAN	PRODUCT DESCRIPTION (MANUFACTURER)	PURPOSE (AUTHORIZED USE)	FISCAL IMPACT (INITIAL AND YEARLY COST)	LEGAL RULES	TRAINING (CA POST OR OTHER)	COMPLIANCE (OVERSIGHT)	COMPLAINT PROCEDURE
TRV	1	Armored Transportation	Less than 20 years	LENCO Armored Vehicles	Transportation and Ballistic Protection	Initial: \$383,692 Yearly: \$1K	835a PC & Federal and State case precedent	CA POST Basic SWAT School	After Action Review, UOF Admin review, Internal Affairs Investigation - 1098	Roseville Policy 1098
Mobile Command Post	1	Mobile field command and control center for critical incidents	Less than 20 years	LDV Vehicles: Command Vehicle	Critical investigative and public safety incidents for mobile technology ICS functions	Subtotal with Tax: \$490,177.38 Yearly: \$300	835a PC & Federal and State case precedent	In house orientation and IT support	N/A	Roseville Policy 1098
Rifles (SWAT Issued M4's)	20	Lethal Force	15,000 Rounds	Colt Arms	Lethal Force	Initial: \$2k each Yearly: \$200	835a PC & Federal and State case precedent	CA POST Basic SWAT School	After Action Review, UOF Admin review, Internal Affairs Investigation - Policy 1098	Roseville Policy 1098
Shotguns (SWAT Issued)	1 Less Lethal (Orange), 1 Breaching	Less than Lethal/Lethal Force	30,000 Rounds	Remington 870	Less Lethal Force Compliance/En try Breaching/Leth al Force	Initial: \$400. Yearly: \$0.00	835a PC & Federal and State case precedent	CA POST Basic SWAT Breaching School/ CA POST Certified Extended Range Projectile Munitions (4hrs)	After Action Review, UOF Admin review, Internal Affairs Investigation - Policy 1098	Roseville Policy 1098
40 MM	2	Less than Lethal Force	10,000 Rounds	LMT	Less Lethal Force Compliance	Initial: \$1000 each Yearly: \$0.00	835a PC & Federal and State case precedent	CA POST Certified Extended Range Projectile Munitions (4hrs)	After Action Review, UOF Admin review, Internal Affairs Investigation - Policy 1098	Roseville Policy 1098
40 MM Baton Round	52	Less than Lethal Force	10 years	Defense Technologies	Less Lethal Force Compliance	Initial: \$20 ea. Yearly: \$500 max depending on dispersion.	835a PC & Federal and State case precedent	CA POST Certified Extended Range Projectile	After Action Review, UOF Admin review, Internal Affairs	Roseville Policy 1098

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MILITARY EQUIPMENT LIST

								Munitions (4hrs)	Investigation - Policy 1098	
40 MM Baton Extended	73	Less than Lethal Force	10 years	Defense Technologies	Less Lethal Force Compliance	Initial: \$20 ea. Yearly: \$500.	835a PC & Federal and State case precedent	CA POST Certified Extended Range Projectile Munitions (4hrs)	After Action Review, UOF Admin review, Internal Affairs Investigation - Policy 1098	Roseville Policy 1098
40 MM OC Round	15	Less than Lethal Force	5 years	Defense Technologies	Less Lethal Force Compliance	Initial: \$20 ea. Yearly: \$100.	835a PC & Federal and State case precedent	CA POST Certified Extended Range Projectile Munitions (4hrs)	After Action Review, UOF Admin review, Internal Affairs Investigation - Policy 1098	Roseville Policy 1098
40 MM CS Barricade 4330	59	Less than Lethal Force	5 years	CTS Combined Tactical Solution's	Less Lethal Force Compliance	Initial: \$22 ea. Yearly: \$100.	835a PC & Federal and State case precedent	CA POST Basic SWAT Gas School	After Action Review, UOF Admin review, Internal Affairs Investigation - Policy 1098	Roseville Policy 1098
Blank Shell Gas	25	Propel Chemical Agents	10 years	CTS Combined Tactical Solution's	Used to propel chemical agents from Gas Launcher Cup	Initial: \$50 Yearly: Dispersion dependent	835a PC & Federal and State case precedent	CA POST Basic SWAT Gas School	After Action Review, UOF Admin review, Internal Affairs Investigation - Policy 1098	Roseville Policy 1098
Shotgun Bean Bag Round	6	Less than Lethal Force	10 years	Defense Technologies	Less Lethal Force Compliance	Initial: \$5. each Yearly: \$0.00 Dispersion dependent	835a PC & Federal and State case precedent	CA POST Certified Extended Range Projectile Munitions (4hrs)	After Action Review, UOF Admin review, Internal Affairs Investigation - Policy 1098	Roseville Policy 1098
Gas Launcher Cup Attachment	3	Launch Chemical Agents	Unknown	CTS Combined Tactical Solution's	Used to propel chemical agents from Gas Launcher Cup	Initial: \$260 ea. Yearly: \$0.00	835a PC & Federal and State case precedent	CA POST Basic SWAT Gas School	After Action Review, UOF Admin review, Internal Affairs Investigation - Policy 1098	Roseville Policy 1098
Gas Spike	1	Introducing Chemical Agents	Unknown	Tomahawk Tactical	Introducing Chemical Agents into structure remotely	Initial: \$4K Yearly: \$0	835a PC & Federal and State case precedent	CA POST Basic SWAT Gas School	After Action Review, UOF Admin review, Internal Affairs Investigation - Policy 1098	Roseville Policy 1098

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MILITARY EQUIPMENT LIST

Flashbang	9	Less than Lethal Force	5 years	Defense Technology	Light Sound Diversionary Device	Initial: Yearly: Rocklin PD assumed cost	835a PC & Federal and State case precedent	CA POST Basic SWAT School	After Action Review, UOF Admin review, Internal Affairs Investigation - Policy 1098	Roseville Policy 1098
9 Bang Flashbang	0	Less than Lethal Force	5 years	Defense Technology	Light Sound Diversionary Device	Initial: Yearly: Rocklin PD assumed cost	835a PC & Federal and State case precedent	CA POST Basic SWAT School	After Action Review, UOF Admin review, Internal Affairs Investigation - Policy 1098	Roseville Policy 1098
Bang Pole	1	Introduce LSDD's	Unknown	Thunderstick American Tactical Entry Accessories MFG	Introducing LSDD's into specific area remotely	Initial: \$500 Yearly: \$0	835a PC & Federal and State case precedent	CA POST Basic SWAT School	After Action Review, UOF Admin review, Internal Affairs Investigation - Policy 1098	Roseville Policy 1098
MP5-SD	1	Lethal Force	15,000 Rounds	Heckler Koch (HK)	Lethal Force	Initial: \$1,200 Yearly: \$0	835a PC & Federal and State case precedent	CA POST Basic SWAT School	After Action Review, UOF Admin review, Internal Affairs Investigation - Policy 1098	Roseville Policy 1098
Jet Smoke 5210 JL	13	Less than Lethal Force	5 years	CTS Combined Tactical Solution's	Less Lethal Force Compliance	Initial: \$34 ea Yearly: \$0 Dispersion dependent	835a PC & Federal and State case precedent	CA POST Basic SWAT Gas School	After Action Review, UOF Admin review, Internal Affairs Investigation - Policy 1098	Roseville Policy 1098
Baffled Smoke 5210	5	Less than Lethal Force	5 years	CTS Combined Tactical Solution's	Less Lethal Force Compliance	Initial: \$35 ea Yearly: \$0 Dispersion dependent	835a PC & Federal and State case precedent	CA POST Basic SWAT Gas School	After Action Review, UOF Admin review, Internal Affairs Investigation - Policy 1098	Roseville Policy 1098
Baffled CS 5230	25	Less than Lethal Force	5 years	CTS Combined Tactical Solution's	Less Lethal Force Compliance	Initial: \$28 ea Yearly: \$0 Dispersion dependent	835a PC & Federal and State case precedent	CA POST Basic SWAT Gas School	After Action Review, UOF Admin review, Internal Affairs Investigation - Policy 1098	Roseville Policy 1098
Unbaffled CS 5230	15	Less than Lethal Force	5 years	CTS Combined Tactical Solution's	Less Lethal Force Compliance	Initial: \$28 ea Yearly: \$0 Dispersion dependent	835a PC & Federal and State case precedent	CA POST Basic SWAT Gas School	After Action Review, UOF Admin review, Internal Affairs	Roseville Policy 1098

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MILITARY EQUIPMENT LIST

									Investigation - Policy 1098	
Aerosol OC CS 6343	17	Less than Lethal Force	5 years	CTS Combined Tactical Solution's	Less Lethal Force Compliance	Initial: \$36 ea Yearly: \$0 Dispersion dependent	835a PC & Federal and State case precedent	CA POST Basic SWAT Gas School	After Action Review, UOF Admin review, Internal Affairs Investigation - Policy 1098	Roseville Policy 1098
TRI Chambers	7	Less than Lethal Force	5 years	DEF Tech	Less Lethal Force Compliance	Initial: Rocklin assumed cost Yearly: Dispersion dependent	835a PC & Federal and State case precedent	CA POST Basic SWAT Gas School	After Action Review, UOF Admin review, Internal Affairs Investigation - Policy 1098	Roseville Policy 1098
CS 8230 Tactical Grenade Smoke	7	Less than Lethal Force	5 years	CTS Combined Tactical Solution's	Less Lethal Force Compliance	Initial: Rocklin assumed cost Yearly: Dispersion dependent	835a PC & Federal and State case precedent	CA POST Basic SWAT Gas School	After Action Review, UOF Admin review, Internal Affairs Investigation - Policy 1098	Roseville Policy 1098
Muzzle Bangs	50	Less than Lethal Force	10 years	CTS Combined Tactical Solution's	Light Sound Diversionary Device	Initial: \$7 ea Yearly: Dispersion dependent	835a PC & Federal and State case precedent	CA POST Basic SWAT School	After Action Review, UOF Admin review, Internal Affairs Investigation - Policy 1098	Roseville Policy 1098
Breaching Shells	27 Black Caps, 32 Green Caps	Breaching Barricaded Entry/Lethal Force	10 years	Royal Arms	Bolt/Hinge Removal for entry into structures	Initial:\$20 ea. box Yearly: Dispersion dependent	835a PC & Federal and State case precedent	CA POST Basic SWAT Breaching School	After Action Review, UOF Admin review, Internal Affairs Investigation - Policy 1098	Roseville Policy 1098
4210 40 MM White SMOKE	2	Less than Lethal Force	5 years	CTS Combined Tactical Solution's	Less Lethal Force Compliance	Initial:\$50 Yearly: Dispersion dependent	835a PC & Federal and State case precedent	CA POST Basic SWAT Gas School	After Action Review, UOF Admin review, Internal Affairs Investigation - Policy 1098	Roseville Policy 1098
CS Irritant Smoke	4	Less than Lethal Force	5 years	Sage Control Ordinance	Less Lethal Force Compliance	Initial: \$50 Yearly: Dispersion dependent	835a PC & Federal and State case precedent	CA POST Basic SWAT Gas School	After Action Review, UOF Admin review, Internal Affairs Investigation - Policy 1098	Roseville Policy 1098
Sniper Rifles	4	Lethal Force	10,000 Rounds	Kimber 308	Lethal Force/Over Watch	Initial:\$3K ea. Yearly: \$100	835a PC & Federal and State	CA POST Basic SWAT	After Action Review, UOF Admin review,	Roseville Policy 1098

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MILITARY EQUIPMENT LIST

							case precedent	Sniper School	Internal Affairs Investigation - Policy 1098	
Inline Night Vision (Sniper)	2	Night Vision	Unknown	Knight Force	Rifle Mounted Night Vision	Initial: \$5K Yearly: \$0 Grant funded OES	835a PC & Federal and State case precedent	CA POST Basic SWAT Sniper School	After Action Review, UOF Admin review, Internal Affairs Investigation - Policy 1098	Roseville Policy 1098
Night Vision Goggles w/Weapon Mounted	4	Night Vision	Unknown	PVS-14 Gen III WP	Helmet Mounted Night Vision	Initial: 5K ea. Yearly: \$0 Grant funded OES	835a PC & Federal and State case precedent	CA POST Basic SWAT School	After Action Review, UOF Admin review, Internal Affairs Investigation - Policy 1098	Roseville Policy 1098
Rifle Mounted Monocular	2	Night Vision	Unknown	SIMRAD Optronics	Rifle Mounted Night Vision	Initial: \$5K Yearly: 0\$ Grant funded OES	835a PC & Federal and State case precedent	CA POST Basic SWAT School	After Action Review, UOF Admin review, Internal Affairs Investigation - Policy 1098	Roseville Policy 1098
Night Vision Monocular	1	Night Vision	Unknown	NAIT	Handheld Night Vision	Initial:\$2K Yearly: \$0 Grant funded OES	835a PC & Federal and State case precedent	CA POST Basic SWAT School	After Action Review, UOF Admin review, Internal Affairs Investigation - Policy 1098	Roseville Policy 1098
Red Dot Sight Apertures	16	Sight Alignment	10 years	EO Tech	Illuminated Sight Alignment	Initial:\$300 Yearly:\$0	835a PC & Federal and State case precedent	CA POST Basic SWAT School	After Action Review, UOF Admin review, Internal Affairs Investigation - Policy 1098	Roseville Policy 1098
Night Vision Goggles	1	Night Vision	Unknown	Armasight NVG	Head Mounted Night Vision	Initial:\$2K Yearly:\$0	835a PC & Federal and State case precedent	CA POST Basic SWAT School	After Action Review, UOF Admin review, Internal Affairs Investigation - Policy 1098	Roseville Policy 1098
Pole Camera	1	Video Images from Remote Location	Unknown	CORE Tactical Electronics	Real Time Video Display from under closed door or unreachable location	Initial: \$700 Yearly: \$0	835a PC & Federal and State case precedent	CA POST Basic SWAT School	After Action Review, UOF Admin review, Internal Affairs Investigation - Policy 1098	Roseville Policy 1098

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MILITARY EQUIPMENT LIST

Robot (Throwbot)	1	Video Images from Remote Location	4-5 years	RECON Robotics	Remote Control Maneuverability with Real Time Video Display	Initial: \$6,000 Yearly: \$0	835a PC & Federal and State case precedent	CA POST Basic SWAT School	After Action Review, UOF Admin review, Internal Affairs Investigation - Policy 1098	Roseville Policy 1098
Magnifiers	15	Magnification of Sight Aperture	10 years	EO Tech	Sight Magnification	Initial: \$400 Yearly: \$0	835a PC & Federal and State case precedent	CA POST Basic SWAT School	After Action Review, UOF Admin review, Internal Affairs Investigation - Policy 1098	Roseville Policy 1098
Magnifiers (Snipers)	4	Magnification of Sight Aperture	10 Years	Leupold MKIV	Sight Magnification	Initial:\$400 Yearly:\$0	835a PC & Federal and State case precedent	CA POST Basic SWAT School	After Action Review, UOF Admin review, Internal Affairs Investigation - Policy 1098	Roseville Policy 1098
Suppressors (Snipers)	4	Noise Suppression	10,000 Rounds	Griffin Armament	Noise Suppression	Initial:\$800 Yearly:\$0	835a PC & Federal and State case precedent	CA POST Basic SWAT School	After Action Review, UOF Admin review, Internal Affairs Investigation - Policy 1098	Roseville Policy 1098
Patrol Red Dot Optics	130	Rifle Sight. Non magnified	10 years	Aimpoint	Rifle Sight	\$30 year/ batteries	835a PC & Federal and State case precedent	1 hour for Zero.	After Action Review, UOF Admin review, Internal Affairs Investigation - Policy 1098	Roseville Policy 1098
Pepperball Launcher	8	Less Lethal force option	10 years	Pepperball Inc	Less Lethal force option	Initial: entire system \$700 No annual fee.	835a PC & Federal and State case precedent	1 hour In-House Trng	After Action Review, UOF Admin review, Internal Affairs Investigation - Policy 1098	Roseville Policy 1098
Pepperball Munitions	1000	Less Lethal force option	10 years	Pepperball Inc	Less Lethal force option	\$1000 year for inert rounds.	835a PC & Federal and State case precedent	1 hours In-House Trng	After Action Review, UOF Admin review, Internal Affairs Investigation - Policy 1098	Roseville Policy 1098
40mm Launcher	45 (+2 more in SWAT)	Less Lethal force	20 years	LMT	Less Lethal force	\$1000 year/ training rounds	835a PC & Federal and State case precedent	(4) hour POST Certified course	After Action Review, UOF Admin review, Internal Affairs	Roseville Policy 1098

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MILITARY EQUIPMENT LIST

									Investigation - Policy 1098	
40mm munition	300	Less Lethal Blue Sponge Round munition	5 years	Def Tech	Less Lethal force	\$0-\$1500 year	835a PC & Federal and State case precedent	(4)hours POST Certified Course	After Action Review, UOF Admin review, Internal Affairs Investigation - Policy 1098	Roseville Policy 1098
40mm munition	50	Less Lethal Orange OC munition	5 years	Def Tech	Less Lethal force	\$0-\$1000 per year.	835a PC & Federal and State case precedent	(4)hour POST Certified course	After Action Review, UOF Admin review, Internal Affairs Investigation - Policy 1098	Roseville Policy 1098
Bean Bag Launcher	65	Less Lethal force	30 years	Remington	Less Lethal force	\$0 annually. Being phased out.	835a PC & Federal and State case precedent	(4)hour POST Certified Course	Being Phased out of dept use.	Roseville Policy 1098
Bean Bag Munitions	400	Less Lethal force munition	10 years	Def Tech	Less Lethal force	\$0 annually. Being phased out.	835a PC & Federal and State case precedent	(4)hours POST course	Being Phased out of dept use.	Roseville Policy 1098
Kinetic Breaching Tool	1	Breaching Barricaded Entry	10 years	Kinetic Breaching	Forced Entry Tool	Initial: \$0 Yearly: Dispersion dependent	835a PC & Federal and State case precedent	CA POST Basic SWAT Breaching School	After Action Review, UOF Admin review, Internal Affairs Investigation - Policy 1098	Roseville Policy 1098
UAS SECTION										
DJI Matrice 210	1 (Purchased from DJI)	UAS – Remote Piloted	2-5 years	DJI	See attached RPD Policy	9,000 initial / 400-800 annual	FAA Requirements and Regulations.	FAA Part 107, RPD monthly training/skills	Sergeant and Lt oversight of the team / Monthly Reporting to FAA	Professional Standards Unit Roseville Policy 1098
DJI Enterprise	2 (Purchased from DJI)	UAS – Remote Piloted	2-5 years	DJI	See attached RPD Policy	4500 initial / 800per / annual battery maintenance	FAA Requirements and Regulations.	FAA Part 107, RPD monthly training/skills	Sergeant and Lt oversight of the team / Monthly Reporting to FAA	Professional Standards Unit Roseville Policy 1098
DJI Mavic Mini	2 (Purchased DJI)	UAS – Remote Piloted	2-5 years	DJI	See attached RPD Policy	400 initial / 200per / annual battery maintenance	FAA Requirements and Regulations.	FAA Part 107, RPD monthly training/skills	Sergeant and Lt oversight of the team / Monthly Reporting to FAA	Professional Standards Unit Roseville Policy 1098

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DJI Mavic Mini 2	1 (Purchased from DJI)	UAS – Remote Piloted	2-5 years	DJI	See attached RPD Policy	400 initial / 200 / annual battery maintenance	FAA Requirements and Regulations	FAA Part 107, RPD monthly training/skills	Sergeant and Lt oversight of the team / Monthly Reporting to FAA	Professional Standards Unit Roseville Policy 1098
DJI Phantom 4	2 (Purchased from DJI)	UAS – Remote Piloted	At end of lifespan	DJI	See attached RPD Policy	2000 per initial / no annual cost	FAA Requirements and Regulations	FAA Part 107, RPD monthly training/skills	Sergeant and Lt oversight of the team / Monthly Reporting to FAA	Professional Standards Unit Roseville Policy 1098
PAN Disruptor	4	General disruption tool	At end of lifespan	Ideal Explosives/Carbon Fire	See attached RPD Policy	\$5000 per unit/ No annual cost	FBI Requirements and Regulations	FBI Hazardous Devices School	After Action Review, UOF Admin review, Internal Affairs Investigation - Policy 1098	Roseville Policy 1098
PAN Rounds	96 Rounds	General disruption tool	Consumable	Carbon Fire	See attached RPD Policy	Part of a \$5500 annual consumable budget	FBI Requirements and Regulations	FBI Hazardous Devices School	After Action Review, UOF Admin review, Internal Affairs Investigation - Policy 1098	Roseville Policy 1098
High Explosives	130 LBS	Used in general disruption tools, render safe, and counter charging	Consumable	Alpha Explosives	See attached RPD Policy	Part of a \$5500 annual consumable budget	FBI Requirements and Regulations	FBI Hazardous Devices School	After Action Review, UOF Admin review, Internal Affairs Investigation - Policy 1098	Roseville Policy 1098
ICOR Robot	1	Remote piloted	At end of lifespan	ICOR	See attached RPD Policy	\$75000/ Part of a \$1500 annual maintenance budget	FBI Requirements and Regulations	FBI Hazardous Devices School	After Action Review, UOF Admin review, Internal Affairs Investigation - Policy 1098	Roseville Policy 1098
RONs Robot	1	Remote piloted	At end of lifespan	ANDROS	See attached RPD Policy	10-33 program/ Part of a \$1500 annual maintenance budget	FBI Requirements and Regulations	FBI Hazardous Devices School	After Action Review, UOF Admin review, Internal Affairs Investigation - Policy 1098	Roseville Policy 1098
PacBot	2	Remote piloted	At end of lifespan	PacBot	See attached RPD Policy	10-33 program/ Part of a \$1500 annual maintenance budget	FBI Requirements and Regulations	FBI Hazardous Devices School	After Action Review, UOF Admin review, Internal Affairs Investigation - Policy 1098	Roseville Policy 1098

Military Equipment

706.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidelines for the approval, acquisition, use, collaborating in the use, and reporting requirements of military equipment (Government Code § 7070; Government Code § 7071; Government Code § 7072).

706.1.1 DEFINITIONS

Definitions related to this policy include (Government Code § 7070):

Governing body – The elected or appointed body that oversees the Roseville Police Department.

Military equipment – Includes but is not limited to the following:

- Unmanned, remotely piloted, powered aerial or ground vehicles.
- Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers.
- High mobility multipurpose wheeled vehicles (HMMWV), two-and-one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached.
- Tracked armored vehicles that provide ballistic protection to their occupants.
- Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.
- Weaponized aircraft, vessels, or vehicles of any kind.
- Battering rams, slugs, and breaching apparatuses that are explosive in nature. This does not include a handheld, one-person ram.
- Firearms and ammunition of .50 caliber or greater, excluding standard-issue shotguns and standard-issue shotgun ammunition.
- Specialized firearms and ammunition of less than .50 caliber, including firearms and accessories identified as assault weapons in Penal Code § 30510 and Penal Code § 30515, with the exception of standard-issue firearms and standard-issue ammunition.
- Any firearm or firearm accessory that is designed to launch explosive projectiles.
- Noise-flash diversionary devices and explosive breaching tools.
- Munitions containing tear gas or OC, excluding standard, service-issued handheld pepper spray.
- TASER® Shockwave, microwave weapons, water cannons, and long-range acoustic devices (LRADs).
- Kinetic energy weapons and munitions.
- Any other equipment as determined by a governing body or a state agency to require additional oversight.

Roseville Police Department

POLICY MANUAL

Military Equipment

706.2 POLICY

It is the policy of the Roseville Police Department that members of this department comply with the provisions of Government Code § 7071 with respect to military equipment.

706.3 MILITARY EQUIPMENT COORDINATOR

The Chief of Police should designate a member of this department to act as the military equipment coordinator. The responsibilities of the military equipment coordinator include but are not limited to:

- (a) Acting as liaison to the governing body for matters related to the requirements of this policy.
- (b) Identifying department equipment that qualifies as military equipment in the current possession of the Department, or the equipment the Department intends to acquire that requires approval by the governing body.
- (c) Conducting an inventory of all military equipment at least annually.
- (d) Collaborating with any allied agency that may use military equipment within the jurisdiction of the Roseville Police Department (Government Code § 7071).
- (e) Preparing for, scheduling, and coordinating the annual community engagement meeting to include:
 - 1. Publicizing the details of the meeting.
 - 2. Preparing for public questions regarding the department's funding, acquisition, and use of equipment.
- (f) Preparing the annual military equipment report for submission to the Chief of Police and ensuring that the report is made available on the department website (Government Code § 7072).
- (g) Establishing the procedure for a person to register a complaint or concern, or how that person may submit a question about the use of a type of military equipment, and how the Department will respond in a timely manner.

706.4 MILITARY EQUIPMENT INVENTORY

The following constitutes a list of qualifying equipment for the Department: [See attachment: Military Equipment Jan 2022.pdf](#)

706.5 APPROVAL

The Chief of Police or the authorized designee shall obtain approval from the governing body by way of an ordinance adopting the military equipment policy. As part of the approval process, the Chief of Police or the authorized designee shall ensure the proposed military equipment policy is submitted to the governing body and is available on the department website at least 30 days prior to any public hearing concerning the military equipment at issue (Government Code § 7071). The military equipment policy must be approved by the governing body prior to engaging in any of the following (Government Code § 7071):

- (a) Requesting military equipment made available pursuant to 10 USC § 2576a.

Military Equipment

- (b) Seeking funds for military equipment, including but not limited to applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.
- (c) Acquiring military equipment either permanently or temporarily, including by borrowing or leasing.
- (d) Collaborating with another law enforcement agency in the deployment or other use of military equipment within the jurisdiction of this department.
- (e) Using any new or existing military equipment for a purpose, in a manner, or by a person not previously approved by the governing body.
- (f) Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, apply to receive, acquire, use, or collaborate in the use of military equipment.
- (g) Acquiring military equipment through any means not provided above.

706.6 COORDINATION WITH OTHER JURISDICTIONS

Military equipment should not be used by any other law enforcement agency or member in this jurisdiction unless the military equipment is approved for use in accordance with this policy. The Department should not use military equipment belonging to any other law enforcement agency unless the military equipment is approved for use in that jurisdiction.

Military equipment use and acquisition is often a collaboration with the City of Rocklin and the Rocklin Police Department due to our regional SWAT and EOD teams.

706.7 ANNUAL REPORT

Upon approval of a military equipment policy, the Chief of Police or the authorized designee should submit a military equipment report to the governing body for each type of military equipment approved within one year of approval, and annually thereafter for as long as the military equipment is available for use (Government Code § 7072).

The Chief of Police or the authorized designee should also make each annual military equipment report publicly available on the department website for as long as the military equipment is available for use. The report shall include all information required by Government Code § 7072 for the preceding calendar year for each type of military equipment in department inventory.

706.8 COMMUNITY ENGAGEMENT

Within 30 days of submitting and publicly releasing the annual report, the Department shall hold at least one well-publicized and conveniently located community engagement meeting, at which the Department should discuss the report and respond to public questions regarding the funding, acquisition, or use of military equipment.

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Military Equipment

706.9 COMPLAINT PROCEDURE

All complaints or concerns regarding this policy will be handled pursuant to the Department's normal complaint process.

DESCRIPTION (Military item)	QUANTITY (sought or possessed)	CAPABILITIES	EXPECTED LIFESPAN	PRODUCT DESCRIPTION (MANUFACTURER)	PURPOSE (AUTHORIZED USE)	FISCAL IMPACT (INITIAL AND YEARLY COST)	LEGAL RULES	TRAINING (CA POST OR OTHER)	COMPLIANCE (OVERSIGHT)	COMPLAINT PROCEDURE
TRV	1	Armored Transportation	Less than 20 years	LENCO Armored Vehicles	Transportation and Ballistic Protection	Initial: \$383,692 Yearly: \$1K	835a PC & Federal and State case precedent	CA POST Basic SWAT School	After Action Review, UOF Admin review, Internal Affairs Investigation - 1098	Roseville Policy 1098
Mobile Command Post	1	Mobile field command and control center for critical incidents	Less than 20 years	LDV Vehicles: Command Vehicle	Critical investigative and public safety incidents for mobile technology ICS functions	Subtotal with Tax: \$490,177.38 Yearly: \$300	835a PC & Federal and State case precedent	In house orientation and IT support	N/A	Roseville Policy 1098
Rifles (SWAT Issued M4's)	20	Lethal Force	15,000 Rounds	Colt Arms	Lethal Force	Initial: \$2k each Yearly: \$200	835a PC & Federal and State case precedent	CA POST Basic SWAT School	After Action Review, UOF Admin review, Internal Affairs Investigation - Policy 1098	Roseville Policy 1098
Shotguns (SWAT Issued)	1 Less Lethal (Orange), 1 Breaching	Less than Lethal/Lethal Force	30,000 Rounds	Remington 870	Less Lethal Force Compliance/En try Breaching/Leth al Force	Initial: \$400. Yearly: \$0.00	835a PC & Federal and State case precedent	CA POST Basic SWAT Breaching School/ CA POST Certified Extended Range Projectile Munitions (4hrs)	After Action Review, UOF Admin review, Internal Affairs Investigation - Policy 1098	Roseville Policy 1098
40 MM	2	Less than Lethal Force	10,000 Rounds	LMT	Less Lethal Force Compliance	Initial: \$1000 each Yearly: \$0.00	835a PC & Federal and State case precedent	CA POST Certified Extended Range Projectile Munitions (4hrs)	After Action Review, UOF Admin review, Internal Affairs Investigation - Policy 1098	Roseville Policy 1098
40 MM Baton Round	52	Less than Lethal Force	10 years	Defense Technologies	Less Lethal Force Compliance	Initial: \$20 ea. Yearly: \$500 max depending on dispersion.	835a PC & Federal and State case precedent	CA POST Certified Extended Range Projectile	After Action Review, UOF Admin review, Internal Affairs	Roseville Policy 1098

								Munitions (4hrs)	Investigation - Policy 1098	
40 MM Baton Extended	73	Less than Lethal Force	10 years	Defense Technologies	Less Lethal Force Compliance	Initial: \$20 ea. Yearly: \$500.	835a PC & Federal and State case precedent	CA POST Certified Extended Range Projectile Munitions (4hrs)	After Action Review, UOF Admin review, Internal Affairs Investigation - Policy 1098	Roseville Policy 1098
40 MM OC Round	15	Less than Lethal Force	5 years	Defense Technologies	Less Lethal Force Compliance	Initial: \$20 ea. Yearly: \$100.	835a PC & Federal and State case precedent	CA POST Certified Extended Range Projectile Munitions (4hrs)	After Action Review, UOF Admin review, Internal Affairs Investigation - Policy 1098	Roseville Policy 1098
40 MM CS Barricade 4330	59	Less than Lethal Force	5 years	CTS Combined Tactical Solution's	Less Lethal Force Compliance	Initial: \$22 ea. Yearly: \$100.	835a PC & Federal and State case precedent	CA POST Basic SWAT Gas School	After Action Review, UOF Admin review, Internal Affairs Investigation - Policy 1098	Roseville Policy 1098
Blank Shell Gas	25	Propel Chemical Agents	10 years	CTS Combined Tactical Solution's	Used to propel chemical agents from Gas Launcher Cup	Initial: \$50 Yearly: Dispersion dependent	835a PC & Federal and State case precedent	CA POST Basic SWAT Gas School	After Action Review, UOF Admin review, Internal Affairs Investigation - Policy 1098	Roseville Policy 1098
Shotgun Bean Bag Round	6	Less than Lethal Force	10 years	Defense Technologies	Less Lethal Force Compliance	Initial: \$5. each Yearly: \$0.00 Dispersion dependent	835a PC & Federal and State case precedent	CA POST Certified Extended Range Projectile Munitions (4hrs)	After Action Review, UOF Admin review, Internal Affairs Investigation - Policy 1098	Roseville Policy 1098
Gas Launcher Cup Attachment	3	Launch Chemical Agents	Unknown	CTS Combined Tactical Solution's	Used to propel chemical agents from Gas Launcher Cup	Initial: \$260 ea. Yearly: \$0.00	835a PC & Federal and State case precedent	CA POST Basic SWAT Gas School	After Action Review, UOF Admin review, Internal Affairs Investigation - Policy 1098	Roseville Policy 1098
Gas Spike	1	Introducing Chemical Agents	Unknown	Tomahawk Tactical	Introducing Chemical Agents into structure remotely	Initial: \$4K Yearly: \$0	835a PC & Federal and State case precedent	CA POST Basic SWAT Gas School	After Action Review, UOF Admin review, Internal Affairs Investigation - Policy 1098	Roseville Policy 1098

Flashbang	9	Less than Lethal Force	5 years	Defense Technology	Light Sound Diversionary Device	Initial: Yearly: Rocklin PD assumed cost	835a PC & Federal and State case precedent	CA POST Basic SWAT School	After Action Review, UOF Admin review, Internal Affairs Investigation - Policy 1098	Roseville Policy 1098
9 Bang Flashbang	0	Less than Lethal Force	5 years	Defense Technology	Light Sound Diversionary Device	Initial: Yearly: Rocklin PD assumed cost	835a PC & Federal and State case precedent	CA POST Basic SWAT School	After Action Review, UOF Admin review, Internal Affairs Investigation - Policy 1098	Roseville Policy 1098
Bang Pole	1	Introduce LSDD's	Unknown	Thunderstick American Tactical Entry Accessories MFG	Introducing LSDD's into specific area remotely	Initial: \$500 Yearly: \$0	835a PC & Federal and State case precedent	CA POST Basic SWAT School	After Action Review, UOF Admin review, Internal Affairs Investigation - Policy 1098	Roseville Policy 1098
MP5-SD	1	Lethal Force	15,000 Rounds	Heckler Koch (HK)	Lethal Force	Initial: \$1,200 Yearly: \$0	835a PC & Federal and State case precedent	CA POST Basic SWAT School	After Action Review, UOF Admin review, Internal Affairs Investigation - Policy 1098	Roseville Policy 1098
Jet Smoke 5210 JL	13	Less than Lethal Force	5 years	CTS Combined Tactical Solution's	Less Lethal Force Compliance	Initial: \$34 ea Yearly: \$0 Dispersion dependent	835a PC & Federal and State case precedent	CA POST Basic SWAT Gas School	After Action Review, UOF Admin review, Internal Affairs Investigation - Policy 1098	Roseville Policy 1098
Baffled Smoke 5210	5	Less than Lethal Force	5 years	CTS Combined Tactical Solution's	Less Lethal Force Compliance	Initial: \$35 ea Yearly: \$0 Dispersion dependent	835a PC & Federal and State case precedent	CA POST Basic SWAT Gas School	After Action Review, UOF Admin review, Internal Affairs Investigation - Policy 1098	Roseville Policy 1098
Baffled CS 5230	25	Less than Lethal Force	5 years	CTS Combined Tactical Solution's	Less Lethal Force Compliance	Initial: \$28 ea Yearly: \$0 Dispersion dependent	835a PC & Federal and State case precedent	CA POST Basic SWAT Gas School	After Action Review, UOF Admin review, Internal Affairs Investigation - Policy 1098	Roseville Policy 1098
Unbaffled CS 5230	15	Less than Lethal Force	5 years	CTS Combined Tactical Solution's	Less Lethal Force Compliance	Initial: \$28 ea Yearly: \$0 Dispersion dependent	835a PC & Federal and State case precedent	CA POST Basic SWAT Gas School	After Action Review, UOF Admin review, Internal Affairs	Roseville Policy 1098

									Investigation - Policy 1098	
Aerosol OC CS 6343	17	Less than Lethal Force	5 years	CTS Combined Tactical Solution's	Less Lethal Force Compliance	Initial: \$36 ea Yearly: \$0 Dispersion dependent	835a PC & Federal and State case precedent	CA POST Basic SWAT Gas School	After Action Review, UOF Admin review, Internal Affairs Investigation - Policy 1098	Roseville Policy 1098
TRI Chambers	7	Less than Lethal Force	5 years	DEF Tech	Less Lethal Force Compliance	Initial: Rocklin assumed cost Yearly: Dispersion dependent	835a PC & Federal and State case precedent	CA POST Basic SWAT Gas School	After Action Review, UOF Admin review, Internal Affairs Investigation - Policy 1098	Roseville Policy 1098
CS 8230 Tactical Grenade Smoke	7	Less than Lethal Force	5 years	CTS Combined Tactical Solution's	Less Lethal Force Compliance	Initial: Rocklin assumed cost Yearly: Dispersion dependent	835a PC & Federal and State case precedent	CA POST Basic SWAT Gas School	After Action Review, UOF Admin review, Internal Affairs Investigation - Policy 1098	Roseville Policy 1098
Muzzle Bangs	50	Less than Lethal Force	10 years	CTS Combined Tactical Solution's	Light Sound Diversionary Device	Initial: \$7 ea Yearly: Dispersion dependent	835a PC & Federal and State case precedent	CA POST Basic SWAT School	After Action Review, UOF Admin review, Internal Affairs Investigation - Policy 1098	Roseville Policy 1098
Breaching Shells	27 Black Caps, 32 Green Caps	Breaching Barricaded Entry/Lethal Force	10 years	Royal Arms	Bolt/Hinge Removal for entry into structures	Initial:\$20 ea. box Yearly: Dispersion dependent	835a PC & Federal and State case precedent	CA POST Basic SWAT Breaching School	After Action Review, UOF Admin review, Internal Affairs Investigation - Policy 1098	Roseville Policy 1098
4210 40 MM White SMOKE	2	Less than Lethal Force	5 years	CTS Combined Tactical Solution's	Less Lethal Force Compliance	Initial:\$50 Yearly: Dispersion dependent	835a PC & Federal and State case precedent	CA POST Basic SWAT Gas School	After Action Review, UOF Admin review, Internal Affairs Investigation - Policy 1098	Roseville Policy 1098
CS Irritant Smoke	4	Less than Lethal Force	5 years	Sage Control Ordinance	Less Lethal Force Compliance	Initial: \$50 Yearly: Dispersion dependent	835a PC & Federal and State case precedent	CA POST Basic SWAT Gas School	After Action Review, UOF Admin review, Internal Affairs Investigation - Policy 1098	Roseville Policy 1098
Sniper Rifles	4	Lethal Force	10,000 Rounds	Kimber 308	Lethal Force/Over Watch	Initial:\$3K ea. Yearly: \$100	835a PC & Federal and State	CA POST Basic SWAT	After Action Review, UOF Admin review,	Roseville Policy 1098

							case precedent	Sniper School	Internal Affairs Investigation - Policy 1098	
Inline Night Vision (Sniper)	2	Night Vision	Unknown	Knight Force	Rifle Mounted Night Vision	Initial: \$5K Yearly: \$0 Grant funded OES	835a PC & Federal and State case precedent	CA POST Basic SWAT Sniper School	After Action Review, UOF Admin review, Internal Affairs Investigation - Policy 1098	Roseville Policy 1098
Night Vision Goggles w/Weapon Mounted	4	Night Vision	Unknown	PVS-14 Gen III WP	Helmet Mounted Night Vision	Initial: 5K ea. Yearly: \$0 Grant funded OES	835a PC & Federal and State case precedent	CA POST Basic SWAT School	After Action Review, UOF Admin review, Internal Affairs Investigation - Policy 1098	Roseville Policy 1098
Rifle Mounted Monocular	2	Night Vision	Unknown	SIMRAD Optronics	Rifle Mounted Night Vision	Initial: \$5K Yearly: 0\$ Grant funded OES	835a PC & Federal and State case precedent	CA POST Basic SWAT School	After Action Review, UOF Admin review, Internal Affairs Investigation - Policy 1098	Roseville Policy 1098
Night Vision Monocular	1	Night Vision	Unknown	NAIT	Handheld Night Vision	Initial:\$2K Yearly: \$0 Grant funded OES	835a PC & Federal and State case precedent	CA POST Basic SWAT School	After Action Review, UOF Admin review, Internal Affairs Investigation - Policy 1098	Roseville Policy 1098
Red Dot Sight Apertures	16	Sight Alignment	10 years	EO Tech	Illuminated Sight Alignment	Initial:\$300 Yearly:\$0	835a PC & Federal and State case precedent	CA POST Basic SWAT School	After Action Review, UOF Admin review, Internal Affairs Investigation - Policy 1098	Roseville Policy 1098
Night Vision Goggles	1	Night Vision	Unknown	Armasight NVG	Head Mounted Night Vision	Initial:\$2K Yearly:\$0	835a PC & Federal and State case precedent	CA POST Basic SWAT School	After Action Review, UOF Admin review, Internal Affairs Investigation - Policy 1098	Roseville Policy 1098
Pole Camera	1	Video Images from Remote Location	Unknown	CORE Tactical Electronics	Real Time Video Display from under closed door or unreachable location	Initial: \$700 Yearly: \$0	835a PC & Federal and State case precedent	CA POST Basic SWAT School	After Action Review, UOF Admin review, Internal Affairs Investigation - Policy 1098	Roseville Policy 1098

Robot (Throwbot)	1	Video Images from Remote Location	4-5 years	RECON Robotics	Remote Control Maneuverability with Real Time Video Display	Initial: \$6,000 Yearly: \$0	835a PC & Federal and State case precedent	CA POST Basic SWAT School	After Action Review, UOF Admin review, Internal Affairs Investigation - Policy 1098	Roseville Policy 1098
Magnifiers	15	Magnification of Sight Aperture	10 years	EO Tech	Sight Magnification	Initial: \$400 Yearly: \$0	835a PC & Federal and State case precedent	CA POST Basic SWAT School	After Action Review, UOF Admin review, Internal Affairs Investigation - Policy 1098	Roseville Policy 1098
Magnifiers (Snipers)	4	Magnification of Sight Aperture	10 Years	Leupold MKIV	Sight Magnification	Initial:\$400 Yearly:\$0	835a PC & Federal and State case precedent	CA POST Basic SWAT School	After Action Review, UOF Admin review, Internal Affairs Investigation - Policy 1098	Roseville Policy 1098
Suppressors (Snipers)	4	Noise Suppression	10,000 Rounds	Griffin Armament	Noise Suppression	Initial:\$800 Yearly:\$0	835a PC & Federal and State case precedent	CA POST Basic SWAT School	After Action Review, UOF Admin review, Internal Affairs Investigation - Policy 1098	Roseville Policy 1098
Patrol Red Dot Optics	130	Rifle Sight. Non magnified	10 years	Aimpoint	Rifle Sight	\$30 year/ batteries	835a PC & Federal and State case precedent	1 hour for Zero.	After Action Review, UOF Admin review, Internal Affairs Investigation - Policy 1098	Roseville Policy 1098
Pepperball Launcher	8	Less Lethal force option	10 years	Pepperball Inc	Less Lethal force option	Initial: entire system \$700 No annual fee.	835a PC & Federal and State case precedent	1 hour In-House Trng	After Action Review, UOF Admin review, Internal Affairs Investigation - Policy 1098	Roseville Policy 1098
Pepperball Munitions	1000	Less Lethal force option	10 years	Pepperball Inc	Less Lethal force option	\$1000 year for inert rounds.	835a PC & Federal and State case precedent	1 hours In-House Trng	After Action Review, UOF Admin review, Internal Affairs Investigation - Policy 1098	Roseville Policy 1098
40mm Launcher	45 (+2 more in SWAT)	Less Lethal force	20 years	LMT	Less Lethal force	\$1000 year/ training rounds	835a PC & Federal and State case precedent	(4) hour POST Certified course	After Action Review, UOF Admin review, Internal Affairs	Roseville Policy 1098

									Investigation - Policy 1098	
40mm munition	300	Less Lethal Blue Sponge Round munition	5 years	Def Tech	Less Lethal force	\$0-\$1500 year	835a PC & Federal and State case precedent	(4)hours POST Certified Course	After Action Review, UOF Admin review, Internal Affairs Investigation - Policy 1098	Roseville Policy 1098
40mm munition	50	Less Lethal Orange OC munition	5 years	Def Tech	Less Lethal force	\$0-\$1000 per year.	835a PC & Federal and State case precedent	(4)hour POST Certified course	After Action Review, UOF Admin review, Internal Affairs Investigation - Policy 1098	Roseville Policy 1098
Bean Bag Launcher	65	Less Lethal force	30 years	Remington	Less Lethal force	\$0 annually. Being phased out.	835a PC & Federal and State case precedent	(4)hour POST Certified Course	Being Phased out of dept use.	Roseville Policy 1098
Bean Bag Munitions	400	Less Lethal force munition	10 years	Def Tech	Less Lethal force	\$0 annually. Being phased out.	835a PC & Federal and State case precedent	(4)hours POST course	Being Phased out of dept use.	Roseville Policy 1098
UAS SECTION										
DJI Matrice 210	1 (Purchased from DJI)	UAS – Remote Piloted	2-5 years	DJI	See attached RPD Policy	9,000 initial / 400-800 annual	FAA Requirements and Regulations.	FAA Part 107, RPD monthly training/skills	Sergeant and Lt oversight of the team / Monthly Reporting to FAA	Professional Standards Unit Roseville Policy 1098
DJI Enterprise	2 (Purchased from DJI)	UAS – Remote Piloted	2-5 years	DJI	See attached RPD Policy	4500 initial / 800per / annual battery maintenance	FAA Requirements and Regulations.	FAA Part 107, RPD monthly training/skills	Sergeant and Lt oversight of the team / Monthly Reporting to FAA	Professional Standards Unit Roseville Policy 1098
DJI Mavic Mini	2 (Purchased DJI)	UAS – Remote Piloted	2-5 years	DJI	See attached RPD Policy	400 initial / 200per / annual battery maintenance	FAA Requirements and Regulations.	FAA Part 107, RPD monthly training/skills	Sergeant and Lt oversight of the team / Monthly Reporting to FAA	Professional Standards Unit Roseville Policy 1098
DJI Mavic Mini 2	1 (Purchased from DJI)	UAS – Remote Piloted	2-5 years	DJI	See attached RPD Policy	400 initial / 200 / annual battery maintenance	FAA Requirements and Regulations.	FAA Part 107, RPD monthly training/skills	Sergeant and Lt oversight of the team / Monthly Reporting to FAA	Professional Standards Unit Roseville Policy 1098

DJI Phantom 4	2 (Purchased from DJI)	UAS – Remote Piloted	At end of lifespan	DJI	See attached RPD Policy	2000 per initial / no annual cost	FAA Requirements and Regulations	FAA Part 107, RPD monthly training/skills	Sergeant and Lt oversight of the team / Monthly Reporting to FAA	Professional Standards Unit Roseville Policy 1098
PAN Disruptor	4	General disruption tool	At end of lifespan	Ideal Explosives/Carbon Fire	See attached RPD Policy	\$5000 per unit/ No annual cost	FBI Requirements and Regulations	FBI Hazardous Devices School	After Action Review, UOF Admin review, Internal Affairs Investigation - Policy 1098	Roseville Policy 1098
PAN Rounds	96 Rounds	General disruption tool	Consumable	Carbon Fire	See attached RPD Policy	Part of a \$5500 annual consumable budget	FBI Requirements and Regulations	FBI Hazardous Devices School	After Action Review, UOF Admin review, Internal Affairs Investigation - Policy 1098	Roseville Policy 1098
High Explosives	130 LBS	Used in general disruption tools, render safe, and counter charging	Consumable	Alpha Explosives	See attached RPD Policy	Part of a \$5500 annual consumable budget	FBI Requirements and Regulations	FBI Hazardous Devices School	After Action Review, UOF Admin review, Internal Affairs Investigation - Policy 1098	Roseville Policy 1098
ICOR Robot	1	Remote piloted	At end of lifespan	ICOR	See attached RPD Policy	\$75000/ Part of a \$1500 annual maintenance budget	FBI Requirements and Regulations	FBI Hazardous Devices School	After Action Review, UOF Admin review, Internal Affairs Investigation - Policy 1098	Roseville Policy 1098
RONS Robot	1	Remote piloted	At end of lifespan	ANDROS	See attached RPD Policy	10-33 program/ Part of a \$1500 annual maintenance budget	FBI Requirements and Regulations	FBI Hazardous Devices School	After Action Review, UOF Admin review, Internal Affairs Investigation - Policy 1098	Roseville Policy 1098
PacBot	2	Remote piloted	At end of lifespan	PacBot	See attached RPD Policy	10-33 program/ Part of a \$1500 annual maintenance budget	FBI Requirements and Regulations	FBI Hazardous Devices School	After Action Review, UOF Admin review, Internal Affairs Investigation - Policy 1098	Roseville Policy 1098

ORDINANCE NO. 6463

ADOPTING A MILITARY EQUIPMENT POLICY AND APPROVING THE USE,
ACQUISITION, AND SEEKING OF FUNDING FOR MILITARY EQUIPMENT

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1.

- A. On September 30, 2021, Governor Gavin Newsom signed into law Assembly Bill 481, relating to the use of military equipment by law enforcement agencies.
- B. Assembly Bill 481, codified at California Government Code sections 7070 through 7075, requires law enforcement agencies to obtain approval of the applicable governing body, by an ordinance adopting a “military equipment” use policy, at a regular meeting held pursuant to open meeting laws, prior to taking certain actions relating to the funding, acquisition, or use of military equipment. The term “military equipment” is defined in California Government Code section 7070(c).
- C. Assembly Bill 481 allows the governing body of a city to approve the funding, acquisition, and/or use of military equipment within its jurisdiction only if it makes specified findings.
- D. The proposed Roseville Police Department military equipment use policy is titled “Military Equipment”, Policy No. 706, within the Roseville Police Department Policy Manual.
- E. Roseville Police Department Policy No. 706 “Military Equipment”, along with a list of current “military equipment”, was published on the Roseville Police Department’s internet website on January 28, 2022 and has remained published. The Roseville Police Department Policy No. 706 “Military Equipment” was presented to City Council for the City of Roseville on March 2, 2022.
- F. The Roseville Police Department Policy No. 706 “Military Equipment” meets the requirements of California Government Code section 7070(d).

SECTION 2. The Council of the City of Roseville has reviewed the facts and findings made at the March 2, 2022, City Council meeting, and makes the following findings:

- A. The “military equipment” (as defined by California Government Code section 7070(c)) is necessary because there is no reasonable alternative that can achieve the same objective of officer and civilian safety;
- B. The proposed “Military Equipment” Policy No. 706 will safeguard the public’s welfare, safety, civil rights, and civil liberties;

- C. The current “military equipment” identified in “Military Equipment” Policy No. 706 and purchasing any future “military equipment” on the list of “military equipment” (as defined by California Government Code section 7070(c)) is reasonably cost effective compared to available alternatives that can achieve the same objective of officer and civilian safety;
- D. Prior “military equipment” use complied with the military equipment use policy that was in effect at the time;
- E. Roseville Police Department Policy No. 706 “Military Equipment” is approved and adopted and City Council authorizes the use, acquisition, and seeking of funds for all “military equipment” as defined by California Government Code section 7070(c) and Policy No. 706 “Military Equipment”.

SECTION 3. This ordinance shall be effective at the expiration of thirty (30) days from the date of its 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 16th day of March, 2022, by the following vote on roll call:

AYES COUNCILMEMBERS: Alvord, Roccucci, Mendonsa, Bernasconi

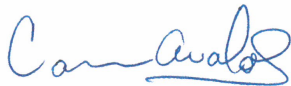
NOES COUNCILMEMBERS: None

ABSENT COUNCILMEMBERS: Houdesheldt



MAYOR

ATTEST:



City Clerk



COUNCIL COMMUNICATION

CC #: 2560

File #: 0203-12 & 0201-01

Title: Self-Contained Breathing Apparatus - Budget Adjustment

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

Meeting Date: 3/1/2023

Item #: 6.13.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt an ordinance to approve a budget adjustment for the purchase of self-contained breathing apparatus (SCBA) equipment.

BACKGROUND

The Fire Department is requesting a budget adjustment to purchase new self-contained breathing apparatus equipment in the amount of \$183,785 for the SCBA program. The Fire Department's initial purchase did not fulfill all SCBA needs for fire apparatus as additional reserve units are required when front line SCBA packs need maintenance. This purchase will also cover the SCBA requirements of Fire Station 8 which will be in service in January 2024. The portion of the SCBA equipment purchase for Fire Station 8 is \$41,358. The equipment purchase will be funded through existing funds for equipment in the Fire Academy no longer needed for \$109,685, a vendor credit of \$56,000 for returned SCBA equipment purchased in a prior year, and \$18,100 from the sale of obsolete SCBA equipment. There is no impact on the General Fund.

FISCAL IMPACT

Staff recommends approval of a budget adjustment for \$183,785 to reallocate funds for the purchase of new SCBA equipment. Included in this purchase is the SCBA equipment for Fire Station 8 at \$41,358. The equipment purchase will be funded through existing funds budgeted for equipment in the Fire Academy no longer needed for \$109,685, a vendor credit of \$56,000 for returned SCBA equipment purchased in a prior year, and \$18,100 from the sale of obsolete SCBA equipment. No additional General Fund resources are requested.

ENVIRONMENTAL REVIEW

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

criteria and is not subject to CEQA. No additional environment review is required.

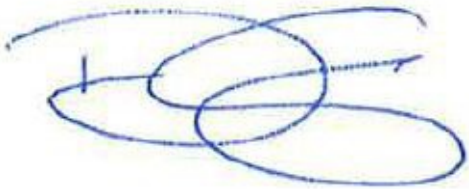
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal C - Maintain a Safe & Healthy Community

Respectfully Submitted,

Jason Rizzi, Assistant Fire Chief

Rick Bartee, Fire Chief



Dominick Casey, City Manager

ATTACHMENTS:

Description

Ordinance 6619

Budget Adjustment

ORDINANCE NO. 6619

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 Self-Contained Breathing Apparatus (SCBA) equipment.

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: FY2022-23
PREPARER NAME & TITLE: Katrina Rostam, Management Analyst COUNCIL DATE (if applicable): 2/15/23
DEPARTMENT/DIVISION: Fire Department-Support Services ORDINANCE: _____

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
4031	6550	48040		142,427	Increase capital equipment budget for purchase of SCBA equipment
1001	6550	48040		41,358	Increase capital equipment budget for purchase of SCBA equipment for Fire Engine 8
1001	5530	48040		68,327	Increase budget to partially fund SCBA equipment
1001	5395	48073		(109,685)	Decrease Fire Academy equipment budget to partially fund SCBA equipment
TOTAL				142,427	

REVENUES/TRANSFERS IN

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
4031	4703	48040		18,100	Increase revenue budget related to the sale of SCBA surplus equipment
4031	4790	48040		56,000	Increase revenue for returned SCBA equipment vendor credit
4031	4251	10001		68,327	Increase revenue budget to move funds from the General Fund (1001) to the Equipment Replacement fund (4031)
TOTAL				142,427	

NET ADJUSTMENT	-
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FUND BALANCE

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
TOTAL				-	

Justification for Budget Adjustment:

The Fire Department is requesting a budget adjustment to purchase new Self-Contained Breathing Apparatus (SCBA) equipment in the amount of \$183,785 for the SCBA program. The Fire Department's initial purchase did not fulfill all SCBA needs for Fire Apparatus as additional reserve units are required when front line packs need maintenance. This purchase will also cover the SCBA requirements of Fire Engine 8 which will be in service in January 2024. The cost portion of SCBA equipment for Fire Engine 8 is \$41,358. The equipment purchase will be funded through existing funds for equipment in the Fire Academy no longer needed for \$109,685, a vendor credit of \$56,000 for returned equipment purchased in a prior year, and \$18,010 from the sale of obsolete (SCBA) equipment. There is no impact on the General Fund.

REQUIRED APPROVALS:			
<i>Rick Barte</i>	Jan 27, 2023		
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 #: 2564

File #: 0400-04-12-1 & 0201-01

Title: The Villages at Sierra Vista FD-24 Class I Bike Trail Project - Reimbursement Agreement and Budget Adjustment

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

Meeting Date: 3/1/2023

Item #: 6.14.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council:

- (1) adopt a resolution authorizing the City Manager to execute the \$109,484 Reimbursement Agreement for a portion of The Villages at Sierra Vista FD-24 Class I Bike Trail project between the City and John Mourier Construction Inc.; and
- (2) adopt an Ordinance to approve a budget adjustment in the amount of \$140,461 for the construction of The Villages at Sierra Vista FD-24 Class I Bike Trail project.

BACKGROUND

Pursuant to the Sierra Vista Specific Plan (SVSP) and Development Agreement, the developers are responsible for installing a Class I trail on four open space parcels in SVSP Village FD-24.

The Developer, John Mourier Construction, Inc. has agreed to grade a portion of a Class I bike trail in Sierra Vista Specific Plan from Nicole Gee Boulevard south through FD-88A (APN 498-020-040) to the creek.

FISCAL IMPACT

The developer, John Mourier Construction Inc., will pay up front costs for the construction of the trail at an estimated cost of \$109,484. Reimbursement will be provided through bike trail development fees collected for SVSP. There is no impact or cost to the General Fund. Another entity FD-24 LLC is grading a small portion on the trail for \$30,977 which is being authorized under a separate reimbursement agreement. The budget adjustment with this item authorizes funding for both of the agreements. There is no fiscal impact to the General Fund.

ENVIRONMENTAL REVIEW

Development of the multi-use trail was previously evaluated in the Sierra Vista Specific Plan EIR, certified on May 19, 2010 and SCH NO - 2008032115 and identified in the Sierra Vista Specific Plan. Based on results of an initial study, construction of the bike trail is found to be within the project covered by the Sierra Vista 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 Sierra Vista Specific Plan Final EIR and Specific Plan, no new effects would be expected to occur and all applicable mitigation measures from the Sierra Vista Specific Plan EIR will be implemented during the design and construction of the Sierra Vista 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

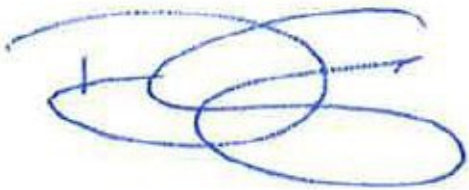
Goal C - Maintain a safe and healthy community

Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Suzanne Engelke, Assistant Transportation Planner

Jason Shykowski, Public Works Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 23-076

Reimbursement Agreement

Ordinance 6621

Budget Adjustment

RESOLUTION NO. 23-076

APPROVING A REIMBURSEMENT AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND JOHN MOURIER CONSTRUCTION, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a City/Developer Reimbursement Agreement for The Villages at Sierra Vista FD-24 - Class I Bike Trail project, by and between the City of Roseville and John Mourier Construction, Inc., 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: Class I Bike Trail - The Villages at Sierra Vista FD-24)

THIS REIMBURSEMENT AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2023, by and between the City of Roseville, a municipal corporation, ("CITY") and John Mourier Construction, Inc., a California corporation ("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 described as Assessor's Parcel Numbers 498-180-001, 498-180-002, 498-020-039, and 498-020-04.

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 at approximately one hundred nine thousand four hundred eighty-three dollars and seventy-eight cents (\$109,483.78) ("Improvement Costs"), as more particularly set forth in Exhibit "C" ("Breakdown of Costs") attached hereto and made part of this Agreement.

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	\$109,483.78
TOTAL	\$109,483.78

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 in 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. DEVELOPER is eligible to receive progress payments upon completion and conditional acceptance of construction milestones by CITY.

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" hereto, and prior to making any changes that will affect the scope of this Agreement, DEVELOPER shall contact CITY and get approval by CITY for those changes.

7. Prior to Commencement of Work. Prior to commencement of each portion of the 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. 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.

9. Insurance. Prior to the issuance of an encroachment permit and commencement of any field construction for those certain improvements as shown on Exhibit "A," 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 \$3,000,000 aggregate Property Damage: \$2,000,000 each occurrence Personal Injury: \$2,000,000 each occurrence \$3,000,000 aggregate
Workers' Compensation Automobile Liability	Statutory \$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 Commercial General Liability and Automobile Liability policies 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 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.

10. 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.

11. 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.

12. 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.

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

14. 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.

15. 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 _____, 2023, and DEVELOPER has caused this Agreement to be executed.

CITY OF ROSEVILLE,
a municipal corporation

JOHN MOURIER CONSTRUCTION,
INC., a California corporation

BY: _____
DOMINICK CASEY
City Manager

BY: _____
its: _____

and

ATTEST:

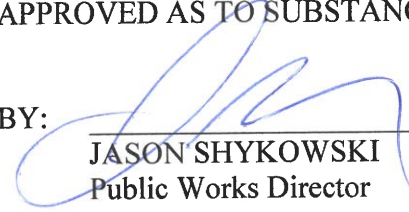
BY: _____
its: Executive Vice President

BY: _____
CARMEN AVALOS
City Clerk

APPROVED AS TO FORM:

BY: _____
MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUBSTANCE:

BY: _____
JASON SHYKOWSKI
Public Works Director

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

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

State of California)
County of Placer)

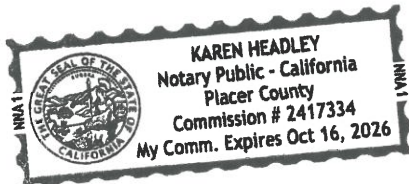
On February 2, 2023 before me, Karen Headley, a notary public,
Date Here Insert Name and Title of the Officer

personally appeared Rod Yamanaka and Martin Z. Ziegler
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

- ☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

EXHIBIT A
DEPICTION OF PUBLIC IMPROVEMENTS

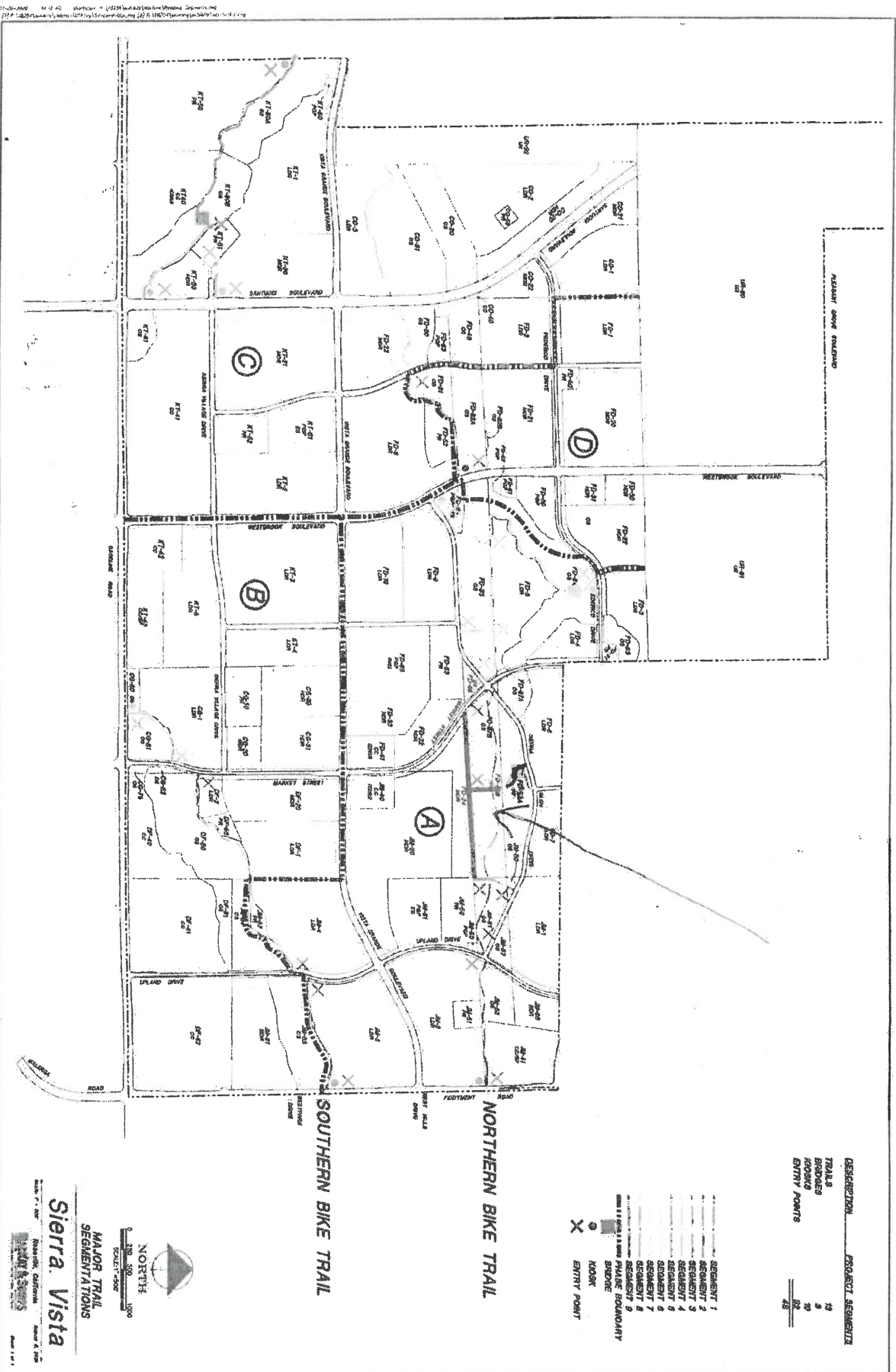


EXHIBIT B
DESCRIPTION OF PUBLIC IMPROVEMENTS

Exhibit B
Description

The Developer, John Mourier Construction, Inc. has agreed to grade a Class I bike trail in Sierra Vista Specific Plan from Nicole Gee Boulevard south through FD-88A (APN 498-020-040) to the creek.

EXHIBIT C
BREAKDOWN OF COSTS

The Villages at Sierra Vista - JMC, INC.
Trail Reimbursement - 2023 CFD-6B.1 Nicole Gee Drive
Estimated Costs for SVSP Trail Segment 3
APN: 498-020-039, -040

#	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
A. CFD-6B.1 Nicole Gee Portion					
1	15,470	SF	Remove Vegetation	\$ 0.29	\$ 4,486.30
2	1,160	CY	Excavation	\$ 55.67	\$ 64,577.20
3	8,330	SF	Finish Grade	\$ 0.67	\$ 5,581.10
4	15,470	SF	Erosion Control	\$ 0.23	\$ 3,558.10
SUBTOTAL CFD-6B.1 NICOLE GEE BIKE TRAIL ITEMS					\$ 78,202.70

CONSTRUCTION COST SUMMARY

A. CFD-6B.1 Nicole Gee Portion 78,202.70

SUBTOTAL CONSTRUCTION COST ESTIMATE 78,202.70

Soft Costs at 20% \$ 15,640.54

Contingency at 20% \$ 15,640.54

TOTAL COST ESTIMATE \$ 109,483.78

ORDINANCE NO. 6621

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 Village at Sierra Vista FD-24 Bike Trail project.

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

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



REQUEST FOR BUDGET ADJUSTMENT

REQUESTER NAME & TITLE: Ed Scofield, Alternative Transportation Manager FISCAL YEAR: 2022-23
 PREPARER NAME & TITLE: Cameron Schreiter, Transportation Grants Analyst COUNCIL DATE (if applicable): 3/1/2023
 DEPARTMENT/DIVISION: PW / Alternative Transportation ORDINANCE: _____

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
3319	6587	84001	500320	140,461	Establish Capital Outlay - CIP Projects budget for The Villages at Sierra Vista FD-24 Bike Trail
TOTAL				140,461	

REVENUES/TRANSFERS IN

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
TOTAL				-	

NET ADJUSTMENT	140,461
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FUND BALANCE

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
3319	6587	84001		(140,461)	Reduce Neighborhood Park - Sierra Vista Fund Balance
TOTAL				(140,461)	

Justification for Budget Adjustment:

This budget adjustment is requested to establish project # 500320 - The Villages at Sierra Vista FD-24 Bike Trail. This budget will pay for the reimbursement agreements with FD-24 LLC and JMC to construct a Class I trail in the Sierra Vista Specific Plan, Village FD-24 and 6B.1. The funding for this trail project comes from fees collected in Fund 3319 - Neighborhood Park - Sierra Vista Fund. There is no impact or cost to the General Fund for this project.

 REQUESTING DEPARTMENT HEAD / DESIGNEE Dennis Kauffman Digitally signed by Dennis Kauffman Date: 2022.12.20 18:24:06 -08'00'		REQUIRED APPROVALS:  DATE		Nancy Rothlisberger Digitally signed by Nancy Rothlisberger Date: 2022.12.20 16:42:53 -08'00'	
		BUDGET MANAGER / DESIGNEE DATE		CITY MANAGER / DESIGNEE DATE	
CHIEF FINANCIAL OFFICER / DESIGNEE DATE		BUDGET DEPARTMENT USE ONLY:			
POSTED BY DATE					

Revised: June 24, 2019



COUNCIL COMMUNICATION

CC #: 2575

File #: 0400-04-04-2

Title: Second Reading - 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: 3/1/2023

Item #: 6.15.

RECOMMENDATION TO COUNCIL

ORDINANCE NO. 6623 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. 6624 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, for second reading and adoption.

BACKGROUND

Not applicable.

FISCAL IMPACT

Not applicable.

ENVIRONMENTAL REVIEW

Not applicable.

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

Ordinance 6623

Ordinance 6624

Development Agreement

ORDINANCE NO. 6623

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 byposting.

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. 6624

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 byposting.

PASSED AND ADOPTED by the Council of the City of Roseville this____day of _____2023, by the following vote onroll 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,
Date Here Insert Name and Title of the Officer

personally appeared Colm Macken and Greg Anderson
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal and/or Stamp Above

Signature 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 Holding 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

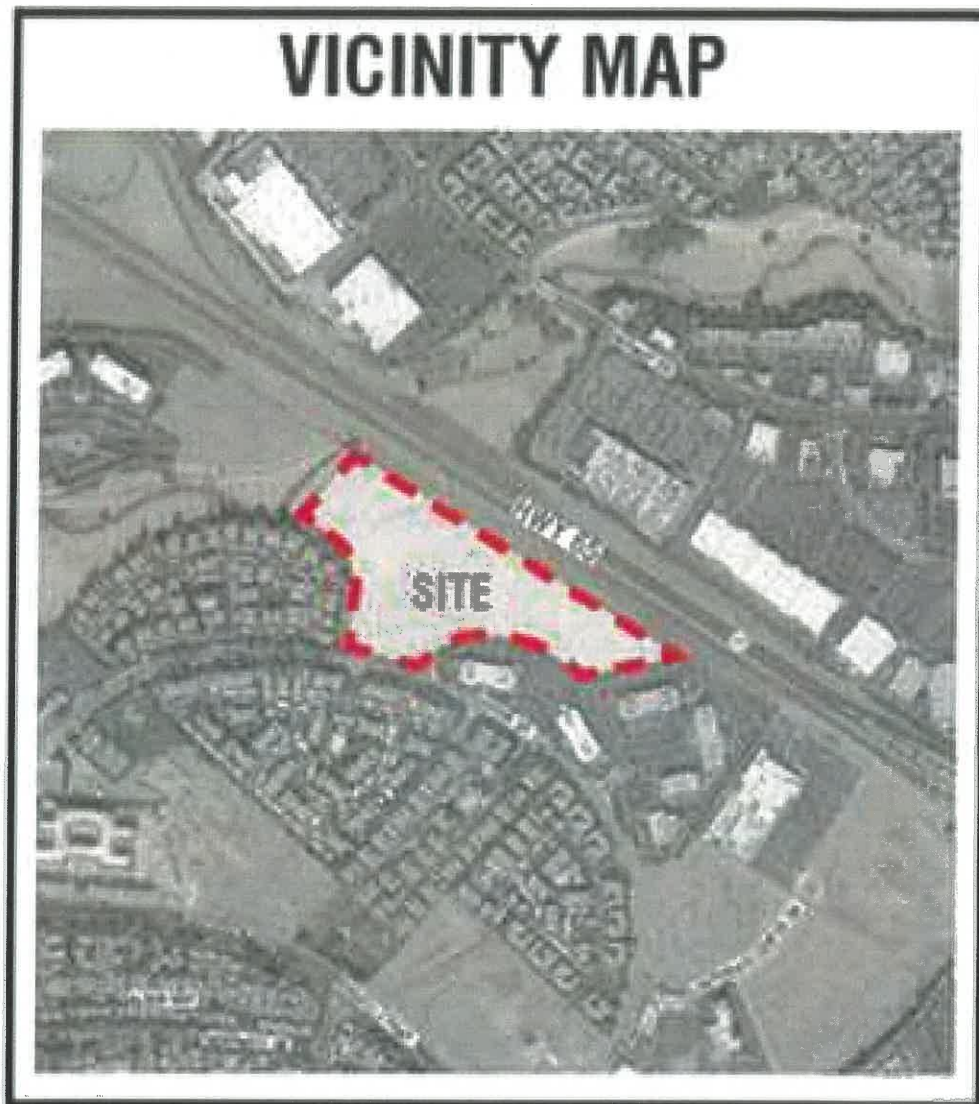


EXHIBIT C

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.

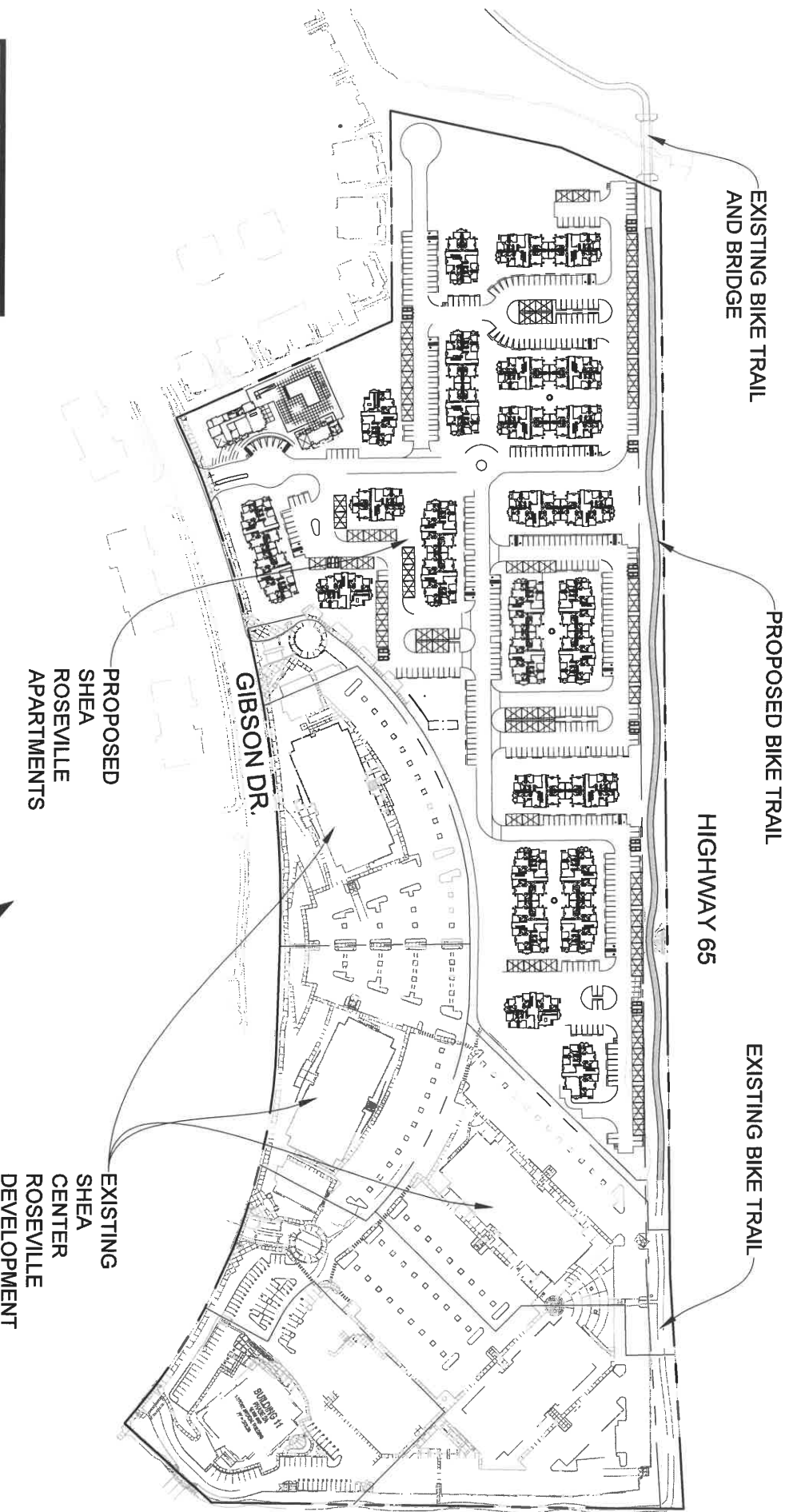
City has determined that the Project presents certain public benefits and opportunities that are advanced by City and Developer entering into this Agreement. This Agreement will, among other things:

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

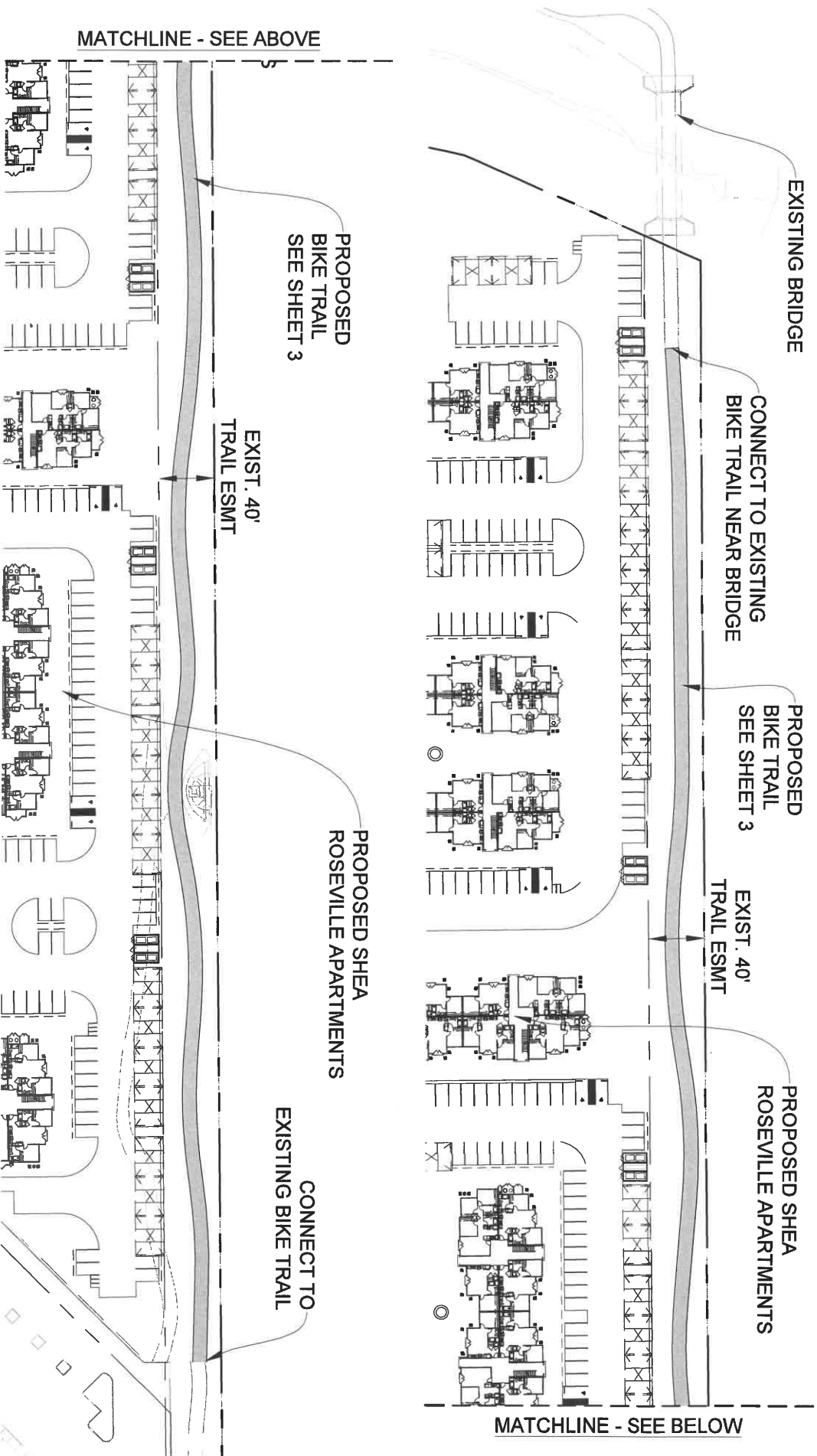
SITE PLAN
1"=250'



EXHIBIT D

TRAIL IMPROVEMENTS

FEBRUARY 9, 2023



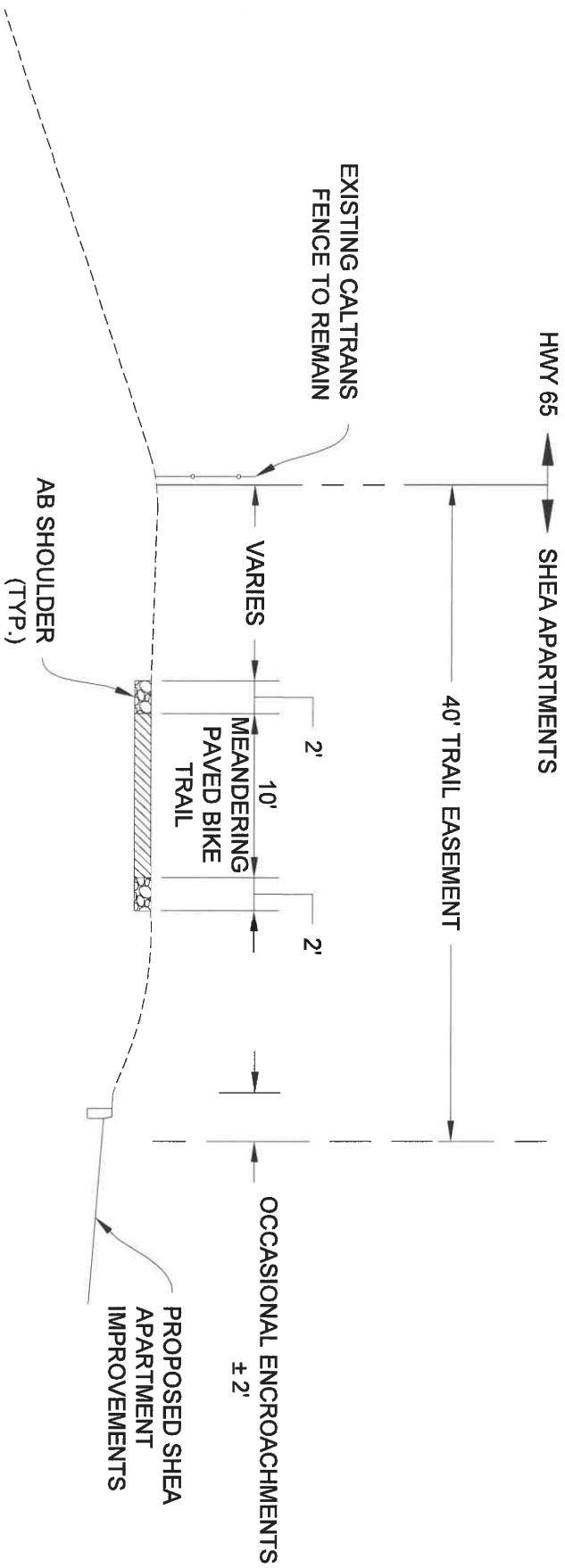
ENGINEERING & PLANNING
150M EUREKA ROAD, SUITE 110
ROSEVILLE, CA 95661 916.786.0685

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. _____	= \$ _____



COUNCIL COMMUNICATION

CC #: 2571

File #: 0114

Title: Legislative and Regulatory Platform for State and Federal Advocacy - 2023

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

Meeting Date: 3/1/2023

Item #: 6.16.

RECOMMENDATION TO COUNCIL

Adopt the attached Legislative Platform, which includes a set of priorities, legislative principles and platforms to guide the City's State and Federal legislative and judicial advocacy programs through 2023. (Attachment A)

BACKGROUND

The State and Federal priorities and legislative platform defined within the document are the result of the City Council's articulation of its goals and priorities during legislative updates and the City Council's Legislative Platform Workshop held January 11, 2023. The Legislative Platform conveys the City Council's positions on issues that are currently, or are anticipated to be, the focus of future legislation by the State and Federal governments.

City Council's adoption of this platform authorizes the City's active participation to influence State and Federal decision-making on legislative, administrative, regulatory and funding issues and to support judicial advocacy consistent with the City's priorities. Using this document as a guide, the City will adopt positions on specific legislation, regulations and budget proposals, and respond to requests for amicus curiae support when the outcome of a pending lawsuit is likely to significantly affect a priority concern of the City. The Mayor will sign letters based on the City's identified interests; the Mayor and other Council Members will advance City interests through individual and regional advocacy efforts; and the Mayor will act on requests from the City Attorney to join in friend-of-the-court briefs.

Staff recommends that the Legislative Platform be updated annually to be responsive to changes to the State and Federal legislative and regulatory environments and to reflect the interests unique to Roseville, the region and interests that may also be common to cities throughout the State.

Effective Platform Implementation

An assortment of internal and external resources is used to effectively administer the City's legislative platform, they include:

- The City Council Law and Regulation Committee is a standing, advisory committee of the City Council with review and recommendation authority. The Committee provides a forum to introduce, discuss and more thoroughly analyze selected proposed State and Federal legislation, policies and regulations that have the potential to impact City departments, the community and the region.
- Staff works collaboratively with the City's Federal and State lobbyists to understand and develop strategies for influencing legislation. The City's Federal lobbyist also works closely with staff to help identify funding resources for departmental projects and will review grant applications before they are submitted.
- In addition to the City's lobbyists, staff interacts and participates with organizations such as The League of California Cities, Sacramento Area Council of Governments, North State Water Alliance, Northern California Power Agency, California Municipal Utilities Association and the Roseville Chamber of Commerce to advocate on issues that are important to the City.
- Internally, government relations staff works with staff from each department on legislation, regulations, and project funding opportunities that are important to their departments. During the course of the legislative year staff monitors introduced legislation, develops priority lists of legislation for each department and makes recommendations on letters of support/opposition as the bills progress through the legislative process.
- Government relations staff works closely with the staff of the City's State and Federal representatives to ensure the City's position on legislation is clearly understood by Roseville's representatives. The development of this relationship and exchange of information with the City's representatives is an effort that continues throughout the entire year.

Working collaboratively with the City Council's Law and Regulation Committee and the City's internal and external partners ensures that the City's advocacy strategy has the greatest ability to influence legislation and policies that are crucial to the City. The City has successfully demonstrated the ability to work with this process and to develop coalitions that take positions on legislation in a manner that is beneficial and supportive of the adopted platform.

Platform Modifications

Modifications were made throughout the 2023 platform to ensure the City is well-positioned to effectively advocate for or against legislation, policies and regulations introduced during the 2023 legislative and congressional sessions. These modifications were reviewed and discussed with the City Council during the Council's Legislative Platform workshop.

All additions/edits that were provided for Council's review at the Legislative Platform workshop have been incorporated into the 2023 Legislative and Regulatory Platform for State and Federal Advocacy. In addition, based on comments provided by City Council the following statements were added to the platform in the described sections:

City's Federal and State Legislative Platform

- Oppose new legislation or regulations that would restrict or eliminate local control over cannabis and cannabis related products.

Parks, Recreation & Libraries Platform

- In item #1, "equity" was replaced with "equality".

Housing and Community Investment Platform

- Advocate for and support legislation that provides state and federal funding for dedicated mental health and drug treatment housing and services.

Council members Alvord and Roccucci also provided comments regarding electric bikes (e-bikes) and whether it would be worthwhile to add a statement to the platform that would support legislation to incentivize e-bikes. Staff has discussed and researched the item further and determined it would be premature to include a statement supporting legislation that would incentivize e-bikes in the 2023 Legislative Platform.

There isn't disagreement over whether e-bikes provide some benefit or option to a car or other type of bike, rather that at this time the City is still in the process of analyzing and developing effective plans for all types of electric vehicles within the City. This includes addressing issues such as infrastructure requirements, safety and defining protocols for the various types of e-bikes.

For these reasons, the recommendation is to defer this item until next year and consider the item again at that time. This will allow staff more time to analyze and possibly develop the necessary policies and/or protocols to ensure the safe operation of e-bikes on the City's infrastructure.

FISCAL IMPACT

The costs to implement the legislative advocacy program are included in the City's approved budget. The Legislative Platform has no direct fiscal impact to the City's budget; the platform provides policy direction only.

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

Respectfully Submitted,

Mark Wolinski, Government Relations Administrator

Megan Scheid, Deputy City Manager



Dominick Casey, City Manager

ATTACHMENTS:

Description

Legislative Platform Attachment A

A photograph of the Roseville Civic Center building, a large, modern structure with a prominent circular tower and a dome. The word "CIVIC" is visible on the tower's facade. In the foreground, there is a large, active fountain with several water jets. The scene is set against a clear blue sky, with trees and a paved plaza in the mid-ground.

Attachment A

City of Roseville

2023 Legislative and Regulatory Platform
for State and Federal Advocacy

Roseville City Council



From left to right: Councilmember Pauline Roccucci, Councilmember Scott Alvord, Vice Mayor Krista Bernasconi, Councilmember Tracy Mendonsa, Mayor Bruce Houdesheldt

Roseville City Council Goals 2020-2024

- Goal A - Remain fiscally responsible in a changing world
 - Goal B - Support community engagement and advocacy
 - Goal C - Maintain a safe and healthy community
 - Goal D - Enhance economic vitality
 - Goal E - Deliver exceptional city services
 - Goal F - Invest in well-planned infrastructure and growth
-

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Background

The positions defined within this Legislative and Regulatory Platform reflect the City Council's goals and priorities as well as its position on issues that are currently, or are anticipated to be, the focus of future legislation and regulation at the state and federal levels. Council's adoption of this platform authorizes the City's active participation to influence state and federal decision-making on legislative, administrative, regulatory and funding issues and to support judicial advocacy consistent with the City's priorities.

Using this document as a guide, the City will adopt positions on specific legislation, regulations and budget proposals, and respond to requests for amicus curiae support when the outcome of a pending lawsuit is likely to significantly affect a City priority. The Mayor will sign letters of support or opposition based on the City's identified interests, the Mayor and other Council Members will advance City interests through individual and regional advocacy efforts, and the Mayor will act on requests from the City Attorney to join in friend-of-the-court briefs.

Staff recommends that the Legislative and Regulatory Platform be updated annually to be responsive to changes to the state and federal legislative and regulatory environments and to reflect the interests unique to Roseville and interests that may also be common to cities throughout the state.

Strategies for Effective Platform Implementation

- City staff works collaboratively with our federal and state lobbyists to understand and develop strategies to respond to pending legislation and regulations. The City's federal lobbyists also work closely with staff to help identify funding for a diverse set of infrastructure projects to ensure the City has the knowledge and opportunity to pursue directed funding. The federal lobbyists also support City staff by reviewing grant applications before they are submitted and securing support for any submittals. Staff will scrutinize grant requirements for matching funds, environmental review, or for new requirements required to ensure they have a reasonable correlation to the value of the funding and the benefit being derived from the grant.
- City staff participates in stakeholder organizations such as The League of California Cities, Sacramento Area Council of Governments (SACOG), Placer County Transportation and Planning Agency (PCTPA), Sacramento Metropolitan Chamber of Commerce, Northern California Power Agency (NCPA), California Municipal Utilities Association (CMUA), Municipal Information Systems Association of California (MISAC), California Association of Sanitation Agencies (CASA), Central Valley Clean Water Association (CVCWA), Association of California Water Agencies (ACWA) and the Roseville Area Chamber of Commerce to advocate on issues that are important to the City. This allows the City to have a stronger voice and a greater potential to influence key policy and legislative matters.
- Government relations staff works with each department to develop awareness and understanding of legislation, regulations, and project funding opportunities. During the course of the legislative year, staff monitors legislation, develops priority lists of legislation for each department, and makes recommendations on letters of support or opposition as bills progress through the legislative process.
- Government relations staff strategizes and coordinates with other jurisdictions, special districts and organizations on key issues of common interest to ensure a stronger voice on legislation, regulatory and policy matters.
- City advocacy letters are signed by the Mayor. In the event the Mayor is not available to sign an advocacy letter, the responsibility will reside with the Vice-Mayor.
- Government relations staff work closely with state and federal elected officials, legislative staff and regulatory agency staff to ensure Roseville's policy positions and needs are clearly understood. This activity and exchange of information continues throughout the year.
- Proposed City advocacy positions on bills that would result in the issuance of or a vote for a new state bond will be brought to the full Council for its consideration and direction.

Working collaboratively with the Council's Law and Regulation Committee and the City's internal and external partners ensures that the City has the greatest ability to influence legislation and policies that are important to the City. The City has successfully used this process of proactive advocacy and coalition development to take positions on legislation to effectively advance the legislative platform and secure federal and state assistance that benefits the residents of Roseville.

Funding Opportunities

City staff seeks to develop outside state and federal funding opportunities for Roseville projects and programs.

We take the following approach to accomplish this:

1. Developing relationships that will leverage funding opportunities by actively promoting Roseville projects that provide a mutual benefit for our funding partners.
2. Advocating with local and regional partners for projects and programs worthy of state and federal funding that deliver value to the Roseville community.

State and Federal Funding Requests

Projects (not in order of priority):

1. Cybersecurity technology and IT infrastructure improvements needed to comply with state and federally mandated regulations and laws.
2. Regional road and highway improvements including I-80/Hwy-65 Interchange, Hwy-65 Widening, Baseline Road Widening, Blue Oaks Widening, Andora Widening and Placer Parkway.
3. Fleet electrification including vehicles, charging facilities, tools, and training.
4. Emerging energy- and water-use efficiency technologies and conservation programs.
5. Water-supply reliability improvements such as increased conjunctive use capacity, diversification of water supplies as it pertains to implementation of the Roseville Groundwater Strategic Plan, and recommended in other long-range resource planning documents.
6. Technologies and projects that modernize and improve water treatment and expand conveyance capacity and create water access redundancy to create resiliency to climate impacts and other natural disaster events including power supply disruptions, decrease in operational performance at Folsom Reservoir and other threats.
7. Expansion of wastewater digestion capacity to provide organics recycling and biogas clean energy generation and support compliance with organics diversion.
8. Pursue federal infrastructure funding under the Infrastructure Investment and Jobs Act and Inflation Reduction Act.
9. Projects that fund water and wastewater infrastructure improvements to Roseville's older core neighborhoods.

Initiatives: Promoting economic stimulus and infrastructure investment

- a. Projects that provide jobs especially in the areas of energy, water, transportation, public safety and community development.
- b. Assistance for business attraction, expansion, retention, and formation.

City of Roseville Priorities for 2023

Citywide Legislative Principles

1. The City of Roseville believes in local control and the ability of the City Council to make decisions that address the needs of residents, visitors, and businesses within its jurisdiction. In general, the City of Roseville will oppose legislation that erodes local control and will support legislation that increases local control.
2. The City of Roseville also believes in fiscal responsibility and requires financial flexibility to carry out its mission and objectives for the community. The City will oppose legislation that hinders financial flexibility while supporting legislation that encourages financial flexibility.
3. Oppose unfunded mandates from legislation and regulations that require the City to provide a service or benefit without appropriate and full funding.
4. Where applicable, the City will advocate for the use of existing programs and structures to streamline the creation of new state programs.
5. Oppose legislation that would negatively impact City revenues including but not limited to sales tax, property tax, other General Fund and enterprise fund revenues. Support legislation that protects and maintains City sales tax revenue.
6. Advocacy on sales tax or state bond legislation beyond these guidelines will be brought to the full Council for consideration and direction.
7. Support sponsoring or co-sponsoring legislation that meets the objectives of the City's legislative principles and platform.
8. Support legislation and provide leadership in crafting a regional vision and agenda that leverages regional assets in delivering a better economic and social environment and reinforces the value and versatility of regionalism to address complex regional issues including transportation, economic development, education, land use policy, water supply reliability, environmental concerns, and intraregional inequities in housing and education.

City's Federal and State Legislative Platform

1. Oppose state and federal actions that would lead to incompatible consequences and/or have an adverse impact on the City's ability to comply with state and federal regulations and/or legislation.
2. Support legislation that would further the stated missions of the City's departments and oppose legislation that would impede the ability of each department to effectively meet its operational objectives.
3. Support legislation and regulations that protect City investments in infrastructure and other projects and enhances financial sustainability of City assets.
4. Support legislation and policies that protect our residents and businesses from inconsistent, unnecessary and costly regulations and guidance, mitigation requirements, and permitting mandates

5. Oppose legislation and regulations that would adversely affect or divert City revenues to the state or any other entity.
6. Support legislation that would require the state or federal governments to pay for unfunded mandates.
7. Oppose legislation that would impose significant compliance costs to the City and where a public benefit has not been identified to justify the costs.
8. Oppose legislation that would eliminate or curtail local control over City owned property, physical assets and infrastructure including cybersecurity mandates.
9. Oppose new legislation or regulations that would restrict or eliminate local control over cannabis and cannabis related products.

Administrative Services Goal

To protect the ability of the City to make decisions unencumbered by onerous policies and regulations that are costly and/or restrictive in how they must be implemented regarding areas of finance, human resources, city clerk, information technology and purchasing; to ensure the City's positions regarding pension reform are clearly articulated by providing input and expertise in response to future legislative efforts.

We take the following approaches to accomplish this:

Administrative Services Platform

1. Support legislation and measures that protect the City's rights in the collective bargaining process.
2. Support legislation, policies and regulations that simplify the administration of public records, election code and Brown Act provisions.
3. Oppose legislation that diminishes enacted workers' compensation reforms and cost controls.
4. Support efforts that engage and include local government in future pension reform discussions and legislation.
5. Oppose legislation and regulations that place new environmental requirements on local agencies that would inhibit the City's ability to fulfill its mission and are not accompanied by funding necessary for implementation.
6. Support legislation, policies and regulations that simplify public procurement and contracting.
7. Oppose legislation that restricts or diminishes the City's ability to procure goods and services efficiently and effectively.
8. Oppose legislation that alters the tax treatment of municipal bonds such as proposals that would cap or eliminate the current tax-exempt status.
9. Support reasonable and common-sense legislation and regulations that clarify conflict-of-interest rules.
10. Support legislation and policies that encourage streamlining of business processes for responding to open records requests and that provide funding for these activities.
11. Support legislation that includes operational expenses as an acceptable use of public, educational, government access (PEG) funds collected from cable-franchise agreements per the Federal Communications Commission for government-access stations.
12. Support legislation that restores the federal tax exemption for advance refunding bonds as a critical cost-saving tool for local governments.

Information Technology Platform

1. Support legislation that promotes and provides funding for increased ability to manage technology, assistance in adhering to regulatory compliance requirements and reducing the risk of cyber-attacks.
2. Oppose legislation that would require public agencies to share information in public settings that could be used by groups or individuals with malicious intent to compromise the systems, services or private information of public employees or citizens.
3. Support legislation and regulations that ensure emergency communication capabilities and interoperability for information technology and public safety departments and agencies.
4. Support legislation that would clearly maintain local authority as it applies to platforms like cable, telecommunications, broadband, video, cellular, and Net Neutrality for all current and future development and deployment.
5. Support legislation that promotes artificial intelligence that is human-centric and socially beneficial, fair, explainable and transparent, secure and safe, and accountable.
6. Support legislation for cost-effective environmental technology initiatives.
7. Oppose legislation that would restrict procurement practices or impact vendor interaction.

Community Development Goal

To act on legislation that would affect our ability to amend and implement our General Plan policies and/or restrict local control over development or impose new regulations that will increase development costs and place greater demands on the City's General Fund. The intent of our General Plan policies is to create an attractive, vibrant, well-planned city, demonstrated by balanced land uses with desirable neighborhoods, prosperous businesses, excellent schools, convenient public services and open space and recreation amenities all linked by superior transportation systems that include well-maintained streets, sidewalks, bike paths and transit in a cost- effective and financially sustainable manner.

We take the following approaches to accomplish this:

Public Works Platform

1. Support continued reauthorization of the nation's highway and transit funding bills.
2. Oppose legislation that reduces, restricts or eliminates transportation revenues for transportation purposes or creates new unfunded state and federal mandates on transportation projects.
3. Oppose legislation or other efforts to eliminate local control of Congestion Mitigation and Air Quality Improvement Program (CMAQ) and Surface Transportation Block Grant program (STBG) funding.
4. Support legislation that provides additional funding for local roadway maintenance, transportation and infrastructure.
5. Oppose legislation that would increase traffic congestion and/or reduce roadway vehicle capacity as a means of reducing Vehicle Miles Traveled and/or greenhouse gases (GHG).
6. Support legislation that allows local governments to determine local roadway Level of Service (LOS) policy.
7. Oppose legislation that places new restrictive burdens or oversights on local transit.
8. Oppose legislation that reduces the ability to use high-occupancy vehicle (HOV) lanes by transit, paratransit and other high-occupancy use vehicles.
9. Support legislation, policies and regulations that allow the use of Medi-Cal funds for transportation purposes and support Medi-Cal policies that promote the use of transit/ paratransit as Medicaid providers.
10. Support legislation that provides tax incentives for people who use public transit and other alternatives to driving a single-occupant personal vehicle.
11. Support legislation and advocate for reasonable Advanced Clean Fleet rules, targets, and exemptions.
12. Support legislation that provides funding for cities to comply with state and federal mandates regarding flood-protection levels

Development Services Platform

1. Support legislation that strengthens local control in the areas of transportation and land-use policies and assists local governments in integrating new growth.
2. Support legislation, policies and regulations that ensure local governments maintain local land-use control and maintain the ability to address local constituents' concerns.
3. Support legislation that provides funding and other financial support for the production of affordable housing.
4. Support legislation that requires transparency, consistency, and accountability at the state level.
5. Support legislation that ensures local control and flexibility in determining reduction measures for greenhouse gas requirements.
6. Support legislation and regulations that streamline state and federal permitting processes and require agencies to consider the economic impacts and equities of mitigation measures regarding permits for water supply, flood control, air quality, water quality and sustainability. (This list is representative and not intended to be exhaustive.)
7. Oppose legislation for new wetlands regulations that duplicates similar requirements at the federal level.
8. Support legislation for California Environmental Quality Act (CEQA) reform that streamlines the environmental review process and reduces opportunities for "green mail" lawsuits.
9. Support legislation that would purge laws and regulations that are redundant and/or no longer applicable or necessary.
10. Advocate for appropriate federal resource agency staffing levels to ensure Endangered Species Act Section 7 Consultations are completed within statutory timeframes (in particular, for the National Marine Fisheries Service).
11. Support legislation that ensures the rules governing representation of a city on a Board, Committee, or Commission with regional authority allow for meaningful and continual participation by the most populous cities on that Board, Committee, or Commission.
12. Support legislation that more narrowly defines the California Department of Fish and Wildlife jurisdiction under California Department of Fish and Wildlife Code Section 1600 (Streambed Alteration Agreement).

Parks, Recreation & Libraries Platform

1. Support legislation and measures that fund recreation, fitness, and wellness, and prevention programs that also include mental health and diversity, equality and inclusion plans for youth and adults.
2. Support legislation that protects funding for the State Library Fund.
3. Support legislation and new measures for park, recreation, and library programs, services, and special events.

4. Support new initiatives that provide funding for park and public facilities development, rehabilitation, and operations.
5. Support full funding of state parks grant programs, recreation, bike trails, open space, and library grants; including, but not limited to, the Land and Water Conservation Fund.
6. Support legislation and budgets that fund development of capital park and open space improvements and rehabilitation.
7. Support legislation that funds ongoing operational values for recreation and library programming, including fitness, wellness, enrichment, maintenance, and books/technology for youth and adults.
8. Support legislation that would further fair and appropriate access to park and library resources for all persons; including, but not limited to, those that are homeless.
9. Support legislation that defines appropriate penalties for incidents of vandalism and property theft.
10. Support legislation that assists local agencies including parks departments with funding and/or resources for addressing clean-up and hauling of items from encampments.
11. Support legislation that provides increased funding for arts and culture for the benefits it would provide to the residents, schools, and nonprofits regarding arts and culture.

Building Inspection Platform

1. Promote public health and safety in building construction through responsible legislation that adopts building codes through the regulatory process and allows for local control of enforcement.
2. Support legislation that enhances code enforcement through a uniform approach at the state level with input from the local authority by going through the regulatory process.
3. Oppose legislation that mandates specific enforcement requirements through the legislative process.
4. Protect the ability to adopt local amendments to fire and building codes.
5. Oppose legislation that places additional burdens of enforcement on local officials but is not directly related to issues of health and safety.

Public Safety Goal

To act on legislation that hinders our ability to protect and enhance the safety and quality of life for our residents, businesses, customers and partners by providing effective responses to all service requests; to promote programs that minimize risk and maximize the safety for our entire community; and to deliver community risk-reduction programs and exceptional solutions as a cohesive team and in a collaborative manner.

We take the following approaches to accomplish this:

1. Oppose legislation and regulatory policies that negatively affect the funding and operations of the police or fire departments.
2. Oppose legislation that would decrease state and federal funding for programs and services including Homeland Security.
3. Oppose reductions to the levels of state and federal funding opportunities for public safety programs and/or services.
4. Support legislation that ensures flexibility for and local control of all grant resources and funding for public safety technology and mandatory reporting systems.
5. Protect the ability to adopt local amendments to fire and building codes.
6. Oppose legislation that would reduce or eliminate funding for disaster mitigation.
7. Oppose legislation that reduces or eliminates local law enforcement flexibility or otherwise enacts broad sentencing reforms that reduce sentences for non-violent crimes in a general fashion.
8. Support legislation that provides municipalities with local control to provide para-transport, community para-medicine services and illness-prevention practices and programs.
9. Support legislation that provides adequate funding to cities for realignment services and oppose legislation that reduces or eliminates funding for those services.
10. Support legislation that results in regionalization of public safety functions and local control of regionalization of fire services.
11. Support legislation that requires the state to pay for unfunded mandates related to new public safety training requirements.
12. Support legislation that provides new and/or increased funding for mental health programs, services, and substance abuse treatment.
13. Support legislation that provides funding for first responder programs that improve response to mental health crisis calls for service.
14. Support legislation that provides funding for Police social services programs and outreach.
15. Support legislation that provides funding for public safety infrastructure projects including construction of various types of training facilities.

Economic Development Goal

To act on legislation that affects the City of Roseville's ability to create a vibrant business and community environment that enhances the quality of life for our residents, promotes employment opportunities, and provides outstanding potential for our businesses and partners to flourish. To provide exceptional facilities, programs, services, affordable housing and economic opportunities in a safe environment by supporting, activating, and maintaining neighborhoods and commercial districts. To create a vibrant economic development environment by forming effective partnerships for the purposes of acting on legislation that encourages and assists with the development of jobs, businesses and industry sectors and maximizes social and economic opportunities.

We take the following approaches to accomplish this:

Housing and Community Investment Platform

1. Support legislation and appropriations that fully fund assistance for affordable housing, prevention and solutions to homelessness, and community investment funding, including the federal Housing Choice Voucher (HCV)/Section 8, Home Investment Partnerships (HOME) and Community Development Block Grant (CDBG) programs.
2. Support legislation and measures that create new state incentives for affordable housing and infill development.
3. Support legislation that increases flexibility and local control in the state housing element/Regional Housing Needs Allocation (RHNA) process and streamlines environmental statutes.
4. Support streamlining of the requirements for the types of projects that can be funded with state and federal funding.
5. Support legislation and advocacy efforts to protect existing and expand options for housing and community investment funding that will support goals for the City's core area and provide support for community assets.
6. Support legislation that provides funding, accountability, and program resources to address the primary causes of homelessness and needs of the homeless population.
7. Oppose legislation that revamps the current RHNA process by reducing local control and/or giving greater authority to the Department of Housing and Community Development (HCD) to oversee and enforce regional housing goals and in determining a methodology for allocating housing needs to regions and local jurisdictions; and, that links housing element certification to non-housing grant sources.
8. Support legislation that expands the local construction workforce through economic development training programs in an effort to reduce the cost of housing and promote economic opportunity for low-income households.
9. Advocate for and support legislation that provides state and federal funding for dedicated mental health and drug treatment housing and services.

Economic Development Platform

1. Oppose legislation and measures that create competitive disadvantages for businesses at local and state levels.
2. Support legislation and measures that allow the City to grow the current economic base by providing the tools and resources needed for businesses to expand and flourish.
3. Support legislation, funding and policies that promote Regional Occupation Programs, trade and skills training, innovation and entrepreneurship, investment in research and development technology, and tax incentives for key industry sectors including manufacturing.
4. Support legislation, policies, and regulations that require economic analysis and/or scientific validation of changes to state policies or regulations before modifications can be enacted.
5. Oppose legislation that negatively impacts the City as it relates to the dissolution and wind-down of the Redevelopment Agency.
6. Support legislation that promotes, enhances and provides incentives for business retention and expansion, while ensuring California's business environment remains an economically viable and competitive destination with national and international markets.
7. Support legislation that supports the development and expansion of higher education institutions including new private institutions and satellite campuses of national universities as an important segment of growth, workforce and economic development throughout the state.
8. Support legislation that creates a new tax increment program that will assist cities and counties with revitalizing their communities through the elimination of physical and economic blight and by providing assistance to building owners, tenants and businesses in their efforts to be successful.
9. Oppose legislation that restricts the City's ability to dispose of real property or retain control over how the property is used.
10. Support legislation, funding, and policies that promote and retain job growth in the City, increase talent pipelines, expand employment opportunities at all levels and support employment opportunities that provide broad public benefits within the City.

Electric and Environmental Utilities Goals

To protect local control over how utilities provide services to our customers; to protect our customers from state and federal legislation, policies, and regulations that have no clear benefit relative to cost; and to oppose legislation, policies, and regulations that create unfunded mandates and compliance requirements that negatively impact the utilities' ability to provide their services and products in the most safe, reliable and cost-effective manner.

Electric Utility Platform

Roseville Electric Utility's mission is to improve the quality of life in our community and to provide customers with safe, reliable electricity at competitive prices and with exceptional service. As technological advancements in the electric utility industry evolve and new legislative and regulatory mandates emerge, the electric utility will continue to transform its business model to best serve its customers in the most efficient, reliable and cost-effective way.

We take the following approaches to accomplish this:

1. Support legislative efforts that retain local decision-making authority over programs, services, resources and rates.
2. Support legislation that maintains flexibility to comply with regulations in the way that best reflects community priorities.
3. Support legislation that enables meeting the state's energy and environmental policies in a cost-effective and reliable manner.
4. Support measures that promote affordability for our customers.
5. Support legislation that preserves public tax-exempt financing and advanced refunding.
6. Support future transmission system improvements and requirements which ensure that cost allocation is born by the parties that impact and/or stand to benefit from those improvements.
7. Support legislation that provides greater flexibility to meet the Renewable Portfolio Standard (RPS) program; and oppose legislation that would reduce flexibility in complying with the RPS program.
8. Support legislation and regulations that streamline permitting for new and existing generating facilities.
9. Support legislation that fosters the utility's role in local and regional economic development efforts including business retention and expansion.
10. Support technology advancements and efficiencies that benefit our customers in a cost-effective and reliable manner.
11. Oppose measures that would decrease our ability to make financial decisions that protect the financial health of the utility.
12. Oppose legislation that creates new jurisdictional review over Publicly Owned Utilities (POU).

13. Oppose legislation that mandates power purchases from specific projects and/or specific resources that do not fit the needs of our community or do not serve our customers in a reliable, affordable manner.
14. Oppose legislation that would reduce funding for existing energy programs and mandates.
15. Oppose legislation that will increase utility operating costs without commensurate funding.
16. Collaborate with neighboring utilities on legislative issues that impact the electric utility industry as a whole.

As part of the legislative and regulatory platform, Roseville Electric Utility also takes advocacy positions to promote the City's position before the applicable regulatory agencies.

Environmental Utilities Platform

Roseville's Environmental Utilities (EU) Department operates three utilities: Water, Wastewater, and Waste Services. EU strives to deliver critical public health and sanitation services efficiently and economically. EU's services include management of groundwater, recycled water, and stormwater programs for the dual benefit of Roseville's residential and business customers and the environment. There are many external factors that influence how EU operates, what it charges for utility services, and the kinds and quality of services provided to its customers.

We take the following approaches to accomplish this:

Resiliency, Greenhouse Gas (GHG) and Sustainability:

1. Support efforts that reduce GHG emissions to ensure ratepayer benefits are commensurate with costs.
2. Support efforts that allow local governments to develop practical, local solutions to reduce and manage locally generated GHG emissions.
3. Support only those statewide and federal GHG emission estimating, monitoring, and reporting mandates that provide demonstrated benefits to the environment and rate payers.
4. Advocate for policies that provide assistance to address utility resiliency needs, including planning, deployment of technologies, provide redundancy, and improve the environment and other actions.
5. Advocate for policies and funding that will help Roseville and the Sacramento Region address anticipated impacts from climate change focusing on drought and atmospheric rivers as projected in region-specific modeling in the American River Basin Study by the U.S. Bureau of Reclamation.
6. Identify and pursue funding opportunities to improve the resilience of Roseville's utilities from climate related impacts.

Recycling and Product Stewardship:

1. Advocate for the development of the recycling market by the state and federal governmental entities for recyclables, green waste, food waste, biosolids, plastics, and other organics.
2. Oppose mandated material-disposal bans or restrictions when there is insufficient capacity or available technology within the private recycling market to handle these materials in a more beneficial way besides landfilling.
3. Support efforts to reuse waste in a beneficial way if cost-effective.
4. Support efforts to enact a comprehensive statewide Extended Producer Responsibility (EPR) law that allocates end-of-life disposal costs with the producer of the product consistent with Council direction as outlined in Council Resolution 10-278.
5. Support product-by-product EPR laws as a second alternative to a statewide comprehensive EPR law consistent with Council direction as outlined in Council Resolution 10-278.
6. Oppose efforts to increase recycling diversion rates if determined not to be cost-effective relative to the benefits that could be achieved.
7. Oppose efforts to increase statewide tipping fees where there is no clear benefit to Environmental Utilities ratepayers.

Water Supply and Delivery:

1. Continue to safeguard Roseville's water supply contracts – both the City of Roseville's non-CVP water service contracts with neighboring agencies, as well as the City of Roseville's Repayment Water Service Contract executed by the Bureau of Reclamation on February 28, 2020.
2. Support and advocate at the local, regional, state and federal levels to fund the city and region's water supply portfolio and achieve a regional water supply that is sustainable and reliable for generations to come.
3. Support efforts that allocate the costs for Delta and statewide water infrastructure improvements to the parties that either impact the Delta and/or stand to benefit from those improvements, known as the "Beneficiary Pays Principle".
4. Support Delta and statewide solutions that are based upon sound science and up to date data.
5. Oppose efforts that impose arbitrary flow requirements on the American River that are inconsistent and incompatible with responsible water-supply management and undermine the locally developed flow-management principles under the Water Forum Agreement.
6. Support efforts to implement a locally developed Modified Flow Management Standard on the lower American River that supports the Water Forum effort and its successor effort and provides for appropriate carryover storage at Folsom Reservoir.
7. Support proactive and participatory approaches to developing Delta and statewide solutions.
8. Protect primacy of Roseville's (and the region's) ability to manage its groundwater resources.
9. Protect the City's land-use authority and its right to make land-use decisions with respect to water supply.

10. Oppose efforts to standardize water-supply contingency actions.
11. Oppose efforts to impose arbitrary pressure management requirements that negatively impact the efficient and cost-effective delivery of water to our customers without a demonstrated benefit.

Drought and Water Use Efficiency:

1. Support efforts that maintain local control over drought-related decisions that are consistent with the City of Roseville's most recent Urban Water Management Plan and Water Shortage Contingency Plan.
2. Support efforts that help local governments maintain water-efficiency programs that meet state objectives, are cost-effective, and make sense for the local conditions.
3. Support state and federal efforts to increase water-efficiency ratings for common consumer products that use water, including tax credits similar to those provided to energy efficient use technologies.
4. Oppose efforts by the State of California to impose additional unrealistic water efficiency targets beyond those being implemented via Assembly Bill 1668 and Senate Bill 606.
5. Oppose proposed water use efficiency standards or water loss standards that do not recognize previous water-supply reliability and water efficiency investments and achievements by the region and local community.
6. Support water efficiency policies that enhance key City investments such as undeveloped and developed park lands the City's urban forest, and oppose policy that would diminish or impair investments.
7. Support efforts that allow local agencies to develop and implement practical and locally controlled water-use efficiency programs and solutions.

Stormwater and Green Infrastructure:

1. Oppose efforts to impose additional state-mandated stormwater program requirements without commensurate funding for those programs.
2. Identify and pursue funding opportunities to support stormwater infrastructure (including green infrastructure) investments that protect Roseville's public health and safety, water quality, and economic development.
3. Support policies that reduce the cost of compliance for stormwater dischargers.
4. Support legislative efforts to reduce the potential of third-party lawsuits pertaining to stormwater quality issues.
5. Support legislation that revises the state Constitution to allow for stormwater programs to establish a funding mechanism that is similar to that of other water utilities under the Proposition 218 reforms.
6. Support efforts to require pesticide manufacturers to produce products that are less harmful to the environment.

7. Support efforts to implement statewide Extended Producer Responsibility (EPR) principles so that manufacturers design their products in a way that has less of an environmental impact upon local waterways (example: car brake pads)

Biosolids, Recycled Water and Energy:

1. Support continued availability and expansion of biosolids beneficial use and disposal options.
2. Support peer reviewed, science-based risk assessment models to govern biosolids treatment mandates.
3. Support exemption of biosolids from Superfund liability.
4. Support state and federal funding programs for any potential City waste-to- energy projects.
5. Participate in Basin Plan Amendments to address proposed changes in the requirements.

Worker Safety, Recruitment and Training:

1. Support efforts that protect solid waste, water, wastewater and recycled waterworker safety.
2. Support efforts and programs that promote utility workers as great careers
3. Support efforts to fund and create local technical training, internships, apprenticeships and journey persons in key water and wastewater positions – both formal college and trades education training pathways.
4. Support efforts that require manufacturers to provide training on the servicing of their products. Example: as the state is pushing for the electrification of our fleets we would like to see requirements on the manufacturers of those vehicles to provide training to our technicians so they can provide routine maintenance.

Legislation, Regulations and Permitting:

1. Support legislative reform efforts that require a cost/benefit analysis for new regulations and flexibility on permit terms to recognize technology and construction factors.
2. Support legislative efforts to reduce the potential of third-party lawsuits pertaining to water quality issues.
3. Oppose efforts to impose a tax or fees where revenue is collected from local ratepayers or agencies and are allocated for statewide projects that have no direct benefit to Roseville's ratepayers.
4. Support legislative and regulatory efforts that increase development and use of available recycled water supplies and create a policy environment that supports the development of emerging advanced treatment technologies.
5. Oppose regulation or other limits on biosolids management options without validated scientific findings on need for new limitations.
6. Advocate for Advanced Clean Fleet regulations that takes into account state legislation and regulations on reducing and mitigating the impacts of short-lived climate pollutants.

7. Oppose efforts to increase whole effluent toxicity testing for recycled water, stormwater and wastewater when it is not cost-effective, has no clear benefit and/or is not based on sound science.
8. Ensure efforts to add testing or regulation for contaminants of emerging concern in recycled water, stormwater, and wastewater are cost-effective, have a demonstrated health benefit and/or is based on peer reviewed, sound science.
9. Support legislative and regulatory policies that target source control and place clean-up responsibility on the manufacturers of per- and polyfluoroalkyl (PFAS) substances or manufacturers of products containing intentionally added PFAS.
10. Support policies or regulations that streamline environmental compliance while protective of public health.
11. Monitor and advocate for laboratory standards that are reasonable, cost-effective, and ensure data quality for the City's water quality laboratory which supports the core mission of protecting human health, the environment and safety.
12. Support modernization of permitting processes, including extended permit terms of up to ten years to address the lifecycle of technologies and construction schedules.
13. Support efforts to streamline permitting, construction, and funding of facilities that allow the City to transform waste into energy or useful products.
14. Actively track, comment, and advocate on proposed changes in National Pollutant Discharge and Elimination System Permits and Waste Discharge Requirements from the State Water Board and Regional Water Boards.
15. Support policies that reduce the cost of compliance for wastewater dischargers.
16. Support streamlined permitting to more effectively implement regional conjunctive use programs in order to build a more drought resilient water supply for the Sacramento region

Critical Concerns for the Upcoming Legislative/Congressional Session

- **Tax or Fees** – The City has concerns regarding the Legislature’s desires to establish effective constraints on the ability of local agencies to impose fees and charges to mitigate housing impacts. We will advocate for local control and the ability to impose fees and charges to mitigate the impact of new development on current residents and businesses.
- **Accessible, Affordable, and Safe Drinking Water** – While the customers of the City of Roseville enjoy access to safe, reliable, and affordable drinking water, there are many in California that do not. Roseville is supportive of innovative statewide policies to help bridge that gap, so long as the financial burden is not carried by our customers.
- **Additional Water Efficiency Requirements while Water Agencies implement AB 1668 and SB 606** – The City of Roseville is actively implementing AB 1668 and SB 606. During droughts, there is a tendency for new legislative concepts to be introduced as a reactive response to drought conditions. Often such actions do not add value, place a local financial burden and get in the way of implementation of new water efficiency laws already in place. It is the City of Roseville’s belief that the State Legislature should allow for implementation of these new water efficiency laws first, evaluate the effectiveness of such laws and then determine whether additional legislative actions are needed.
- **Existing Investments in Roseville’s Circular Economy** – The City is concerned with proposed policies related to short-lived climate pollutants and the state’s efforts to require zero-emission vehicles including heavy-duty fleet vehicles such as our refuse trucks. We will work to educate state and federal policy makers about the unique role that full-service cities can play in meeting climate goals.
- **Cost-Effective Utilities** – The ability to provide reliable and cost-effective utilities to the residents and businesses of Roseville continues to be a central concern as new state and federal mandates are proposed that would increase the utilities operational costs. We will continue to advocate to maintain local control of utility rate setting and oppose any state or federal efforts to reduce local control.
- **Federal and State Funding for Water, Transportation and other Infrastructure Projects** – Maintaining or increasing funding for these types of projects and improvements is critical for the City’s ability to maintain a robust economy, providing high paying jobs, upgrading and maintaining roadways, and meeting future infrastructure and transportation demands. Federal assistance in the form of grants, highly subsidized loans, Build America Bonds, and Advanced Refunding are examples of federal assistance that should be part of any federal assistance program.
- **Cybersecurity** – Future state and federal laws regarding cybersecurity will continue to affect the City and the community. Implementing new cybersecurity requirements will add significant expense to the operation of the City’s information technology systems. Support legislation and state and federal budget requests that would provide funding for upgrades to the information technology systems that are needed to meet new mandates and requirements.
- **Changes to Tax-Exempt Status of Municipal Bonds** – Any proposals that would cap or eliminate the tax exemption on municipal bonds would significantly reduce the City’s ability to finance major projects. This would negatively and severely impact the City’s budget, increase rates for utility customers, and have a damaging effect on the community at large.

- **Modifications to Government-Operated Mortgage Programs** – The City will remain active in understanding the changes being considered at the federal level to modify government-operated mortgage programs, tax deductions, and to write new banking regulations regarding mortgage-related lending programs.
- **Challenges with State and Federal Permitting Processes** – The City remains interested in pursuing ways to facilitate more effective federal and state regulatory agency permitting processes. A specific concern is the California Environmental Quality Act (CEQA) that has become a “one size fits all” approach to identifying and mitigating vehicle miles traveled (VMT) impacts, which does not reflect or serve the diverse conditions and needs of communities throughout California.
- **Changing Economy** – The City is interested in discussions regarding local tax systems including the fundamental shift from purchasing taxable commodities to purchasing non-taxable services and ultimately how these changes affect the City’s ability to fund basic services
- **Sales Tax** – The City is concerned with the uncertainty over potential changes to the sales tax allocation structure that would result in a loss of revenue to the City. The City will actively monitor the ever-changing discussions and will remain engaged to ensure the City’s best interests are represented regarding any future changes to the sales tax structure.
- **Housing and Homelessness** – The City will remain active in addressing the needs of the City’s homeless population with a primary focus on preventing and reducing the population of chronically homeless individuals by providing solutions that address the fundamental causes of homelessness and by supporting solutions that provide permanent housing options and required supportive services.
- **CalPERS Investment Policy** – The City has concerns with actions taken or proposed by the CalPERS Board and the State Legislature to divest from certain companies or industries to be “socially responsible”. These policy decisions come at the price of reduced market rates of return on pension plan investments. The pension funding requirement not covered by investment returns will be borne by the state and local governments, and ultimately California taxpayers.
- **Federal and State Funding for Parks and Library Projects** – The City is interested in efforts to maintain or increase funding for these types of projects and improvements. The funding is critical for the City’s ability to upgrade and ensure access to the City’s parks, recreation, and library facilities including those that have been underserved. Advocate for changes to funding formulas to include per-capita opportunities for local governments.
- **Substance and Opioid Abuse Funding** – The City supports legislation that increases funding levels for substance and opioid abuse programs and services that will help those who are addicted or abusing substances with overcoming their addiction. The addiction/abuse cycle has negative implications for our community and use of public safety resources.
- **Procurement Mandates** – The City is concerned with any efforts that would create new procurement mandates for resources that do not fit the needs of our community or do not serve our customers in a reliable and affordable manner.
- **Affordability** – As more state policies are adopted and included as a component of electric rates, the City is concerned that it will become increasingly challenging to keep electric rates low. The City will continue to advocate for local control when approaching new policies that may result in rate increases.

- **Electric Vehicles** – The California Air Resources Board (CARB) recently approved a rule requiring 100 percent of all new cars sold in the state to be zero-emission vehicles (ZEVs) by 2035. The regulation institutes interim targets of 35% ZEV sales by 2026, 68% by 2030 and 100% by 2035. This policy will create new, increased demand for electric vehicles in the foreseeable future and will call for electric utilities to be instrumental in electrifying the transportation sector. The City will continue to evaluate the electric system infrastructure and capacity needs to accommodate these targets on an ongoing basis while coordinating efforts related to transportation electrification among City departments. The City supports electric vehicle deployment as a means to foster safe and healthy communities and economic growth.
- **Funding/Grant Opportunities** – The recently passed Inflation Reduction Act (IRA) and the Infrastructure Investment and Jobs Act (IIJA) collectively devote over \$400 billion toward energy related funding and investments. Accordingly, the Department is seeking opportunities to receive grant funding as a result of this legislation passing. Grant funding opportunities may include bringing new technology online in Roseville; improving grid resiliency; hardening Information Technology (IT) systems; improving operations of City services; and facilitating the building and transportation electrification transition. The City will continue to monitor and engage in these opportunities as they become available.
- **Jurisdictional Concerns** – Following recent wildfires, heatwaves and power supply shortages, the City is concerned that a statewide effort to address these events could lead to new oversight over publicly owned utilities (POUs) and additional limits to local control. The City will oppose legislation that creates new jurisdictional review over POU's or imposes new limits on our ability to make decisions at the local level.
- **Grid Reliability Related Programs** – During the 2022 legislative session, the Governor signed into law AB 205 (Budget Committee, Chapter 61, Statutes of 2022) to address energy reliability and resource concerns. The bill creates several new opportunities using both supply and demand-side measures to support reliable electric operations throughout the state. Specifically, AB 205 creates the Distributed Electricity Backup Assets (DEBA) Program, the Demand Side Grid Support (DSGS) Program, and the Strategic Reliability Reserve Program – all programs designed to bolster grid reliability, especially during extreme events. The Electric Department is following each of these efforts to understand what opportunities may be available for Roseville. In particular, the Department is tracking developments at the California Energy Commission related to the DSGS Program to understand if and how Roseville could participate in the program, and whether Roseville could model a similar program of its own in the future. Following the September 2022 heatwave, electric reliability will be a hot topic in the legislature during 2023. Engaging in each of these venues will be a priority for the Department.
- **Supply Chain Disruptions** – The availability of essential electric equipment, including distribution transformers are in short supply. Inaction on this critical supply chain issue could affect state and federal electrification goals as well as other goals related to home building. Historically, an order for a transformer took the Electric Department 3 months to acquire. Now the same order could take up to 2 to 3 years to fulfill. The costs of these transformers have also increased significantly. The City is working closely with our trade associations to bring attention to this issue at the federal level and is urging the Secretary of Energy to prioritize Inflation Reduction Act Funds in coordination with the Defense Production Act to boost supply of these critical electric components. The Department will continue to engage and bring attention to these important issues with the hopes of increasing transformer supply availability.

- **Transportation Development Act** – Continue to monitor Transportation Development Act legislation to ensure local control and funding use is not restricted further and oppose any proposed changes that would implement these types of restrictions.
- **Challenges with Legislation Mandating How Housing is Developed** – The City has significant concerns with the continuing onslaught of legislation that is mandating how housing is developed in the state. This includes the elimination of control local governments have over land use, zoning, and permitting approvals. The sheer volume and breadth of legislation has required significant staff time and expense to track and implement. Moreover, while legislation continues to focus the responsibility for solving the State's housing crisis on local governments, it neglects to provide the necessary tools to do so. Since the loss of redevelopment in California, local governments have been challenged to assist housing development in our communities. It is imperative that the state provide municipalities with new tools they can employ to meet the countless new housing requirements being imposed on them by the state.
- **Information Technology** – Engagement in the Regulatory Process - Support the inclusion of language in legislation that ensures the participation of local governments in the process of developing new regulations and/or the process for implementing new state and federal requirements.
- **Federal Funding for Transit** – Federal Transit Administration (FTA) grants require approval from the United States Department of Labor (USDOL). USDOL recently determined that California's Public Employees' Pension Reform Act of 2013 (PEPRA) restricts agencies from bargaining in good faith with transit employees. As a result, FTA plans to withhold grant funds from Roseville Transit and other California transit agencies. This could impact over \$3,600,000 in FTA COVID-19 relief funding programmed for Roseville Transit in FY22 and FY23. The City of Roseville will support efforts to overturn the USDOL and FTA decisions while maintaining PEPRA as an important tool to control local agency pension costs.
- **Federal Funding for Active Transportation and Streets** – The Federal Highway Administration (FHWA) and Caltrans recently requested changes to the Congestion Mitigation and Air Quality (CMAQ) and Regional Surface Transportation Block Grant Program (RSTBGP) funding processes. Per regional funding agreements, CMAQ and RSTBGP are passed through to Placer County Transportation Planning Agency and distributed to local agencies by formula based upon population and (for RSTBGP only) maintained road miles. CMAQ funds average \$1,300,000 annually and are used for qualifying bicycle, pedestrian and other projects that reduce emissions such as roundabouts. RSTBGP averages \$1,500,000 annually and is one of the most flexible federal transportation funding programs as nearly all types of transportation projects are eligible, and in Roseville have been used for arterial road resurfacing. The City of Roseville does not support the proposal because we would lose local control and be required to participate in the Sacramento Area Council of Governments competitive funding program.

- **National Flood Insurance Program (NFIP) updates and Community Rating System (CRS) program changes** – The NFIP is insolvent, and with the increasing effort to make federal programs socially equitable and create environmental justice, FEMA is at crossroads with their NFIP and CRS programs. FEMA recently released the “Risk Rating 2.0 - Equity in Action” flood insurance program in hopes of bringing greater solvency and stability; however, there are concerns that its complexity will frustrate policyholders, which historically leads to Congressional redirectives of the NFIP. The City has concerns that ongoing NFIP instability may lead to Congress terminating the NFIP and its subordinate CRS program, both of which have great value to Roseville residents, especially with Risk Rating 2.0 applying Roseville’s 45% CRS discount in all flood zones, as opposed to the previously applied discount only in high hazard zones.
- **Pole Attachments/Communications Equipment** – The City opposes any legislation that would further diminish local control over attachments on publicly-owned infrastructure and that would go beyond the current requirements or that would create alternative requirements that would conflict with exemptions granted to public providers under the Communications Act or would have negative implications on revenue recovery, aesthetics and most importantly, safety.
- **Ballot Initiatives** – There is an ever increasing number of initiatives that qualify for the ballot during regular election cycles, which would have implications for local governments. Due to this trend, coupled with the increased involvement of special interest groups in the initiative process, the importance of educating the community and the Legislature on the implications an initiative may have on the operations and/or policies of a local government is critical.
- **Fentanyl** – The ongoing fentanyl crisis continues to impact communities across California, the consequences of which are devastating. The City will prioritize support for legislation that increases accountability of those responsible for the sale and distribution of fentanyl, public awareness of the crisis, resources for law enforcement to address the impacts, and treatment and services for those addicted to this deadly substance.



COUNCIL COMMUNICATION

CC #: 2559

File #: 0709-02-1

Title: HOUSING AUTHORITY/CITY COUNCIL – Quarterly Status Update 4th Quarter 2022

Contact: Suzi Cook-Turner 916-774-5414 smcook-turner@roseville.ca.us
Trisha Isom 916-746-1239 tisom@roseville.ca.us

Meeting Date: 3/1/2023

Item #: 6.17.

RECOMMENDATION TO COUNCIL

The City Council, acting as the Roseville Housing Authority Board, is not required to take any action on this item. This quarterly report is for informational purposes only.

BACKGROUND

Pursuant to the bylaws of the Roseville Housing Authority (RHA), the City Council, acting as the governing board for the Housing Authority, holds its quarterly meeting the first Wednesday of March, June, September, and December, or as soon as possible thereafter. Staff has prepared the following status report regarding lease-up activity for the Housing Choice Voucher (HCV) Program. The HCV Program provides income-qualified households in Roseville and Rocklin with rental assistance using funding from the US Department of Housing and Urban Development (HUD). This assistance is utilized at rental units that meet program specific housing standards, are owned by a willing property owner, and are within Roseville or Rocklin city limits. This rental assistance ensures that the household is able to afford to live in safe and decent housing. During the fourth quarter of 2022 there were 602 vouchers utilized in Roseville, 109 vouchers being utilized in Rocklin, and 2 in other jurisdictions (approved transfers out of the area) for a total of 713 families receiving rental assistance through RHA.

RHA is authorized to provide 813 households with HCV rental assistance. HUD awarded RHA 8 additional HCV vouchers bringing our total number of regular vouchers to 570. RHA also manages several special voucher programs including 50 Emergency Housing Vouchers (EHV) providing rental assistance to individuals and families who are experiencing homelessness or at risk of experiencing homelessness; 75 vouchers allocated specifically for families on the waiting list with a head-of-household or partner that are non-elderly and disabled (NED vouchers); and 43 Mainstream vouchers assist households who have a non-elderly head of household or partner with a disability and are transitioning out of institutional or other segregated settings, are currently homeless, or at risk of becoming homeless. RHA is also administering 30 Project-Based Vouchers (PBVs) at the Main Street and Roseville Apartments which remain 100% leased.

Roseville Housing Authority continues to apply for additional vouchers and administrative fees when award or NOFA applications are made available from HUD to Public Housing Authorities (PHAs). In September 2022 RHA applied for Stability Vouchers (SV) with a letter of support from the Placer County Continuum of Care (CoC) and is still awaiting notification. This is a new voucher program to help individuals and families who are homeless, at risk of homelessness, fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, and human trafficking. It will also serve veterans and families that include a veteran that meets one of the preceding criteria. RHA applied for additional VASH vouchers in September 2022 and was awarded 10 vouchers in December 2022 which brings our total to 85 vouchers for veteran households. Referrals for these vouchers are required to come from our partners at the Veterans Affairs Department (VA). In July 2022 RHA applied for Special HUD-VASH fees and is still awaiting notification from HUD on a monetary award. If awarded, these additional funds will assist in expansion of RHA's outreach to veterans and property owners.

RHA administers the Family Self-Sufficiency Program (FSS) which is a component of the HCV program and provides additional assistance to families who are working to become free of public assistance. RHA is collaborating with Placer County Housing Authority (PCHA) in running our FSS programs and updating the program. The collaboration includes building and sharing a new Program Coordinating Committee (PCC) made up of Placer County agencies and businesses to assist the housing authorities in securing commitments of public and private resources for operation of the FSS program. PCHA's strong Placer County connection and RHA's work with Roseville/Rocklin area resources has resulted in a newly formed, robust and active PCC which will assist participants in overcoming barriers they may encounter on their journey to self-sufficiency.

At the end of 2022 staff had leased 30 of the 50 EHV vouchers leased. HUD continues to express their pleasure with RHA's leasing of this very challenging program. Staff continues to attend bimonthly meetings to work with the Homeless Resource Council of the Sierras and referring agencies to address the many barriers to housing that continue to exist for the recipients of EHV vouchers. EHV vouchers were a special voucher type to assist eligible households experiencing homelessness, at risk of homelessness during the Covid-19 pandemic. Per HUD, EHV vouchers have a deadline for issuance of September 30, 2023 after which RHA will no longer be able to issue this special voucher type.

Each housing authority is required to be at least 95% leased-up for its voucher allocation or utilizing at least 95% of its annual budget authority to remain in compliance with HUD's requirements. The lease-up rate for a calendar year cannot exceed 100% of its allocation of vouchers (per voucher type), and/or 100% expenditure of its annual budget allocation for the program. Agencies leasing up or expending 98% or more of its allocated vouchers and/or budget can reach high-performing status. RHA continues to meet HUD program requirements for high-performing status through 100% expenditure of its annual budget allocation. The attached table provides a monthly summary of RHA's voucher programs for the CY of 2022.

FISCAL IMPACT

This Housing Authority Quarterly Status Report does not create any additional cost to the City's General Fund.

ENVIRONMENTAL REVIEW

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

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal C - Maintain a safe and healthy community.

Goal D - Enhance economic vitality.

Respectfully Submitted,

Suzi Cook-Turner, Housing Supervisor

Melissa Anguiano, Economic Development Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Roseville Housing Authority Voucher Lease-up CY 2022

RHA Quarterly Newsletter

Roseville Housing Authority Voucher Lease-up CY 2022

2022	Actual Lease-up of Regular	10-HUD Regular (562)	Actual Lease-up of Non-Elderly Disabled	5-HUD Non-Elderly Disabled (75)	Actual Lease-up of VASH	11-HUD VASH (75)	Actual Lease-up of Mainstream	12-HUD Mainstream (33)	Actual Lease-up of EHV	21-HUD Emergency Housing Vouchers (EHVs) (50)
Jan-22	542	562	69	75	58	75	30	33	3	50
Feb-22	544	562	67	75	57	75	28	33	11	50
Mar-22	538	562	67	75	58	75	28	33	12	50
Apr-22	533	562	74	75	59	75	26	33	11	50
May-22	535	562	72	75	56	75	26	33	14	50
Jun-22	533	562	74	75	58	75	27	33	19	50
Jul-22	531	562	75	75	56	75	27	33	19	50
Aug-22	528	562	75	75	58	75	25	33	25	50
Sep-22	523	562	73	75	56	75	26	43	25	50
Oct-22	520	570	75	75	56	75	26	43	25	50
Nov-22	516	570	75	75	57	75	30	43	30	50
Dec-22	528	570	74	75	57	75	32	43	30	50
YTD Total	6371	6768	870	900	686	900	331	436	224	600
YED % Leased	94.1%		96.7%		76.2%		75.9%		37.3%	



Roseville Housing Authority Newsletter

January 2023



In the Spotlight: Family Self-Sufficiency Program (FSS) GRADUATE, Selena!

In November one of RHA's participants completed the FSS Program and due to all of her hard work and dedication to her FSS Contract, was awarded over \$30,000!

The FSS Program rewards individuals for working by creating an interest earning savings account in their name. When the participant's portion of the rent increases due to their increase in wages, RHA deposits the difference in the savings account.

After the 5 year contract* is over, the participant is rewarded with the amount in the savings account no matter what the amount and can use the money for whatever they need or want.

**Participant must meet contract goals.*

What is the FSS Program?

The FSS program can help you build a more stable financial future. As your income from work increases, your rent increase is saved in an escrow account that you'll receive when you successfully complete the program. FSS is a five-year program.

Check out the Roseville Housing Authority's Facebook page for the Family Self-Sufficiency Program.

Scan the code to find out more!



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Roseville, CA 95678

916 774-5270
916 746-1295 (fax)
[roseville.ca.us /housing](http://roseville.ca.us/housing)



CITY OF
ROSEVILLE
CALIFORNIA



Portability how-to:

Portability is the ability to take your voucher and move from one Housing Authority's jurisdiction to another. You can exercise this option to any jurisdiction within the United States.

Contact your Housing technician when considering portability. To see if you qualify, you must:

- Live or work in the Roseville Housing Authority's jurisdiction for 1 year
- Pay off any debt you may owe the Roseville Housing Authority
- Not be in the initial term of your lease, unless the owner agrees to break the lease

If you have further questions, feel free to call the Roseville Housing Authority at (916) 774-5270.



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for help with:

Housing Discrimination,
Tenant-Landlord Dispute
Resolution, and Housing
Counseling Programs



AffordableHousing.com

Search for available units,
connect with property
owners, apply for public
housing assistance and
manage your waiting
list applications – all
in one place.

Plus, it's FREE to sign up!



Placer Food Bank

Get Food Assistance,
Volunteer, Donate

Providing hunger relief
to Placer, El Dorado and
Nevada Counties.

For information, visit
placerfoodbank.org
or call (916) 783-0481.

Roseville Housing Authority

Monday
9 a.m. – 3 p.m.

Tuesday – Thursday
9 a.m. – 5 p.m.

Friday
8 a.m. – noon

Closed every day from
noon – 1 p.m. for lunch

No home is complete without a first-aid kit:

If you do not have a first-aid kit, take a few moments to assemble one today.
Be sure to include the following items:

- Antiseptic wipes to clean cuts and scrapes
- Tweezers to remove small splinters
- Non-prescription medicine such as aspirin, non-aspirin pain reliever and antacid
- Adhesive bandages and sterile gauze pads in assorted sizes
- First-aid tape to hold on the gauze pads
- An instant cold pack for bumps and bruises



COUNCIL COMMUNICATION

CC #: 2557
File #: 0102-10

Title: Proclamation - Procurement Month March 2023
Contact: Blair Hutchison 916-774-5266 bmhutchison@roseville.ca.us

Meeting Date: 3/1/2023
Item #: 6.18.

RECOMMENDATION TO COUNCIL

Proclaim March 2023 as Procurement Month and March 8, 2023 as Procurement Professionals' Day and urge all citizens to join the City of Roseville in recognizing the contribution and importance of our Purchasing Division employees and their impact within business, industry and government.

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.

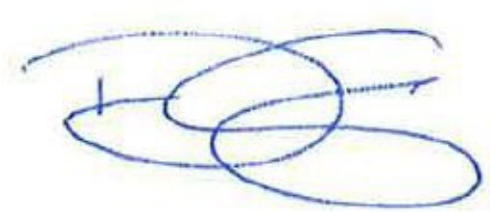
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

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

Procurement Month March 2023

Proclamation

PROCUREMENT MONTH March 2023

WHEREAS, the public procurement profession plays a significant role in the efficiency and effectiveness of both government and business; and

WHEREAS, in addition to the purchase of goods and services, procurement professionals add value to the organization by performing such functions as executing, implementing and administering contracts, developing strategic procurement policies and cultivating working relationships with suppliers and other departments within the organization; and

WHEREAS, public procurement professionals at the City of Roseville and in other public and private organizations have tremendous influence on the economic conditions in the United States, with accumulative purchasing power running into the billions of dollars; and

WHEREAS, the public procurement professionals at the City of Roseville are committed to providing high-caliber strategic, logistical and operational support of all departments within the City of Roseville; and

WHEREAS, the public procurement professionals at the City of Roseville recognize, support and practice the Public Procurement Values and Guiding Principles of Accountability, Ethics, Impartiality, Professionalism, Service, and Transparency, established by the National Institute of Governmental Purchasing, Inc (NIGP): The Institute for Public Procurement, as fundamental tenets of the public procurement profession; and

WHEREAS, NIGP has proclaimed the month of March as Procurement Month to further expand the awareness of the procurement professional's role to governmental officials, the general public, business and corporate leaders.

NOW, THEREFORE, I, BRUCE HOUESHELDT, MAYOR OF THE CITY OF ROSEVILLE, CALIFORNIA, do hereby proclaim **March 2023** as **PROCUREMENT MONTH** and March 8, 2023 as **PROCUREMENT PROFESSIONALS' DAY** and urge all citizens to join the City of Roseville in recognizing the contribution and importance of our Purchasing Division employees and their impact within business, industry and government.

SIGNED AND APPROVED this 1st day of March 2023.



BRUCE HOUESHELDT, MAYOR



COUNCIL COMMUNICATION

CC #: 2558
File #: 0102-10

Title: Resolution - Terri Shirhall
Contact: Blair Hutchison 916-774-5266 bmhutchison@roseville.ca.us

Meeting Date: 3/1/2023
Item #: 6.19.

RECOMMENDATION TO COUNCIL

Commend Terri Shirhall for her 23 years of outstanding service and dedication to the City of Roseville, congratulate her for her many accomplishments, and wish her a long, healthy and enjoyable retirement.

BACKGROUND

Not applicable.

FISCAL IMPACT

Not applicable.

ENVIRONMENTAL REVIEW

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

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Not applicable.

Respectfully Submitted,

Blair Hutchison, City Clerk Technician

Carmen Avalos, City Clerk



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution - Terri Shirhall

Resolution

WHEREAS, Terri Shirhall began her distinguished career with the City of Roseville's Community Development Department in 1999 as an Assistant Environmental Specialist; and

WHEREAS, Terri's work in the Community Development Department included formalizing management plans for the City's open space preserve areas, managing the open space, and creating outreach materials to neighborhoods about living next to the City's open space preserve areas; and

WHEREAS, in 2003 and 2004, Terri drafted the City's Beaver Management Policy, in response to neighborhood complaints and infrastructure damage, and initiated invasive plant removal programs, which included the City's Pilot Goat Grazing Program for grassland management as well as fire protection; and

WHEREAS, in 2006 Terri began working in the Planning and Redevelopment Department, where she supported processing of the Creekview, Sierra Vista, and Downtown Specific Plan EIRs, and updating the City's General Plan to reflect the State's legislative goals for greenhouse reduction, and collected data for the first citywide inventory of greenhouse gas emissions; and

WHEREAS, in 2009, Terri was recognized with the Pride of Roseville Outstanding Work Performance Team Award for her work on the Downtown Specific Plan; and

WHEREAS, in 2009 Terri transitioned to the Environmental Utilities Department, where she helped draft the City's Aquifer Storage and Recovery Program Environmental Impact Report, and served on the team for four utility rate case studies between 2009 and 2018; and

WHEREAS, in 2018 Terri was promoted to the position of Environmental Coordinator, where she provided vital support to a variety of City departments (Public Works, Environmental Utilities, Electric, Development Services, Parks and Recreation, etc.) with environmental review and permitting assistance for City projects and programs, and coordination and processing of capital improvement projects (CIPs) and citywide specific plans. Her work has been critical to ensure efficient permitting of city projects as well as compliance with Federal, State, regional and local environmental regulations; and

WHEREAS, in her role as Environmental Coordinator, Terri has provided invaluable assistance to a variety of private development projects with respect to CEQA compliance. Terri has helped to process innumerable environmental permits on behalf of the City; and

WHEREAS, Terri is retiring after 23 years of honorable service to the citizens of Roseville, and she will be greatly missed and remembered by all of her friends and coworkers, and most of all, the Development Services Department and Development Services Director.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA, that **TERRI SHIRHALL** be commended for her outstanding service and dedication to the City of Roseville, congratulated for her many accomplishments, and wished a long, healthy and enjoyable retirement.

SIGNED AND APPROVED this 1st day of March 2023.



BRUCE HOUDESHELDT, MAYOR





COUNCIL COMMUNICATION

CC #: 2574
File #: 0102-10

Title: Resolution - Janet Vargas
Contact: Blair Hutchison 916-774-5266 bmhutchison@roseville.ca.us

Meeting Date: 3/1/2023
Item #: 6.20.

RECOMMENDATION TO COUNCIL

Commend Janet Vargas for her 26 years of outstanding service and dedication to the City of Roseville congratulate her for her accomplishments and wish her a long healthy and enjoyable retirement.

BACKGROUND

Not applicable.

FISCAL IMPACT

Not applicable.

ENVIRONMENTAL REVIEW

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

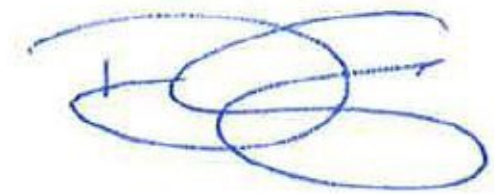
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Not applicable.

Respectfully Submitted,

Blair Hutchison, City Clerk Technician

Carmen Avalos, City Clerk

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

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution - Janet Vargas

Resolution

WHEREAS, Janet Vargas began her distinguished career with the City of Roseville on July 2, 1996, as an Accountant I in the General Accounting Division of the Finance Department; and

WHEREAS, Janet was promoted to an Accountant II on July 19, 1997, revising accounts payables procedures, incorporating IFAS capabilities, and completing fixed asset conversions; and

WHEREAS, Janet was promoted to an Administrative Analyst I in August 1999 in the Environmental Utilities Department (EU), where she worked with the Finance Department to develop indirect cost rates for Water, Wastewater, and Sewer and was instrumental in developing a cost recovery plan for the EU Department; and

WHEREAS, Janet expanded her knowledge of the Crystal and Banner systems, and provided information for Water Conservation reports, bond disclosures, and grant applications; and

WHEREAS, Janet's financial background continued to be a significant asset to the EU Department, including her work with developing fees, the budget, bond disclosures, equivalent dwelling unit information, and audits. In addition, she analyzed critical payroll procedures and data for various divisions and made corrections and recommendations for processes; and

WHEREAS, Janet was promoted to an EU Rate Analyst on July 23, 2016; and

WHEREAS, Janet was promoted to an EU Business Administrator on July 7, 2018, where she successfully and competently supervised a team of six employees in the Business Services Division, and was responsible for overseeing the completion and daily management of EU's highly complex budgets; and

WHEREAS, Janet and her team managed multi-faceted rate studies for Water, Wastewater, Waste Services, and Recycled Water operations and safeguarded EU and South Placer Wastewater Authority assets; and

WHEREAS, Janet planned, organized and directed Utility Exploration Center operations and staff to ensure development of programs, education, activities and exhibits met the needs of the community; and

WHEREAS, Janet worked as a liaison with various City departments to ensure the effective integration of enterprise resource planning, enterprise asset management, geographic information systems, advanced metering technology, and customer information billing system applications; and

WHEREAS, Janet volunteered at the Big Trunks events, assisting the EU Department in engaging and educating the public regarding the many components and roles of the department; and

WHEREAS, Janet has been an exemplary employee, a mentor to many, displaying honor, reliability, and integrity, with a positive attitude and willingness to lead, and a genuine desire that her department and the City be successful.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA that JANET VARGAS be commended for her 26 years of outstanding service and dedication to the City of Roseville, and congratulated for her accomplishments and wished a long, healthy and enjoyable retirement.

SIGNED AND APPROVED this 1st day of March 2023.



BRUCE HOUDESHeldT, MAYOR



COUNCIL COMMUNICATION

CC #: 2568

File #: 0704-01 & 0201-01

Title: Gibson Park Project - Award of Contract and Budget Adjustment

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

Meeting Date: 3/1/2023

Item #: 7.1.

RECOMMENDATION TO COUNCIL

Staff recommends that the Council adopt a resolution to award the project to the apparent low bidder, Abide Builders, Inc. for the Gibson Park Project, authorize the City Manager to execute the agreement with Abide Builders, Inc. in the amount of \$4,021,608, and authorize staff to approve change order requests in an amount not to exceed ten percent (10%) of the contracted amount. Staff also recommends that the City Council adopt an ordinance to approve a budget adjustment of \$334,000 from the North Central Neighborhood Park Fund (3308), and \$1,710,500 from the Citywide Park Fund (3303), to the Gibson Park Project (400004).

BACKGROUND

The Courts at Gibson Park Project (formerly known as Gibson Park) is located on the 13.75-acre park site off of Roseville Parkway and Gibson Drive near the Galleria. The master plan was approved in November 2020. The approved master plan for this multi-generational sports courts complex includes 12 lighted pickle ball courts, ten lighted tennis courts, three lighted full courts for basketball, two shaded gathering areas, two restrooms, informal turf areas, a walking/looped path and exercise pods.

The first phase of the park includes a base bid of three lighted pickle ball courts and support features such as spectator seating, a restroom and picnic tables. Add alternates include:

1. Additional shade for spectators at the initial three courts
2. Addition of three more courts for a total of six lighted courts plus spectator shade at courts 4, 5 and 6
3. Additional three courts for a total of nine lighted courts plus spectator shade for courts 7, 8 and 9

City Council approved the plans and specifications and authorized the call for bids at the August 17, 2022, meeting. Bids were opened on December 6, 2022, and staff received two bids for the project. The bid results are as follows:

Bidder	Total Lump Sum Bid and Add Alternates
--------	---------------------------------------

Abide Builders, Inc.	\$4,021,608
Saenz Landscape Construction	\$4,939,774
Engineer's Estimate	\$3,971,104

Staff recommends award of the base bid plus add alternates 1, 2 and 3 for a total contract award amount of \$4,021,608 to Abide Builders, Inc.

FISCAL IMPACT

Funds for this first phase have been approved using the Citywide Park (3303) and North Central Neighborhood Park Development (3308) Funds through the FY2020-21 CIP budget. A budget adjustment is requested to fund the construction of nine lighted pickleball courts, associated shade structures and site amenities. Maintenance costs will be approximately \$16,000/year/acre. The funding source for maintenance will be the General Fund.

ENVIRONMENTAL REVIEW

Development of the Gibson Community Park was previously evaluated in the North Central Roseville Specific Plan (NCRSP) EIR (certified May 31, 1990, SCH No. 88053010), and identified in the associated NCRSP Specific Plan. Construction of the Gibson Community Park is within the scope of the project covered by the NCRSP Final EIR. As discussed in the NCRSP EIR, the EIR provides environmental analyses of community infrastructure and facilities, including parks, pedestrian bridges, and bike trails, to the extent applicable. Because the project is consistent with the NCRSP Final EIR and Specific Plan, no new effects would be expected to occur and all applicable mitigation measures from the NCRSP EIR will be implemented during the design and construction of the Gibson Community Park. As such, no additional environmental documentation is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal A - Remain fiscally responsible in a changing world
 Goal B - Support community engagement and advocacy
 Goal C - Maintain a safe and healthy community
 Goal E - Deliver exceptional city services
 Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Heather Buck, Park Development Project Manager

Jill Geller, Director, Parks, Recreation & Libraries



Dominick Casey, City Manager

ATTACHMENTS:

Description

Vicinity Map

Resolution 23-079

Agreement

Ordinance 6622

Budget Adjustment

Bid Summary

Gibson Park Site

Vicinity Map



RESOLUTION NO. 23-079

APPROVING AN AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND
ABIDE BUILDERS, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT
ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, an Agreement for the Gibson Park project, by and between the City of
Roseville and Abide Builders, Inc., has been reviewed by the City Council; and

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

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

A G R E E M E N T

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

W I T N E S S E T H:

WHEREAS, the City Council of the CITY, at a meeting held on the 17th day of August, 2022, approved plans and specifications for the Gibson Park Project

and directed the City Clerk to advertise for sealed proposals for doing said work and providing that bids be submitted on the 6th day of December, 2022; and

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

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

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

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

NOW, THEREFORE, the parties agree as follows:

1. THE WORK. CONTRACTOR agrees:

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

in accordance with the Contract Documents (the Work).

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

2. PAYMENT. CITY shall pay CONTRACTOR four million twenty-one thousand six hundred eight ----- dollars (\$ 4,021,608.00) for the Work to be done under this Agreement in accordance with the Contract Documents.

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

- a. The advertisement for bids (including the notice to bidders, instructions to bidders and proposals);
- b. The accepted bid;
- c. Plans and specifications (including standard construction specifications, special provisions and construction details);
- d. Bonds and insurance required by the specifications; and

e. This contract.

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

4. LIQUIDATED DAMAGES. In the event CONTRACTOR does not complete the Work within the time specified, CONTRACTOR agrees that CITY will suffer damages. Inasmuch as the actual damages which would result from such breach by CONTRACTOR under this Agreement are uncertain, and would be impractical or extremely difficult to fix, CONTRACTOR agrees that it shall pay, or CITY shall deduct from CONTRACTOR's fee, the amount of \$ 800 per day as liquidated damages, in the event of such delay.

5. TIME OF COMPLETION. Time is of the essence of this Agreement. CONTRACTOR shall complete all Work under the Contract Documents within 100 Days of the date of this Contract. CONTRACTOR shall begin work by the date specified in the "Notice to Proceed" letter and shall diligently prosecute all of the Work under this Contract in all parts and requirements as defined in the Contract Documents.

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

CITY OF ROSEVILLE

Jill Geller
Parks, Recreation & Libraries Director
316 Vernon Street, Suite 400
Roseville, CA 95678
Fax: 916-774-5251

CONTRACTOR

Philip Pizzo
Abide Builders, Inc.
825 Riverside Parkway, Suite 120
West Sacramento, CA 95605

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

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

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

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

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

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

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

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

14. CONTRACTORS LICENSE LAW. CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD WHICH HAS JURISDICTION TO INVESTIGATE COMPLAINTS AGAINST CONTRACTORS IF A COMPLAINT REGARDING A PATENT ACT OR OMISSION IS FILED WITHIN FOUR (4) YEARS OF THE DATE OF THE ALLEGED VIOLATION. A COMPLAINT REGARDING A LATENT ACT OR OMISISON PERTAINING TO STRUCUTRAL DEFECTS MUST BE FILED WITHIN TEN (10) YEARS OF THE DATE OF THE ALLEGED VIOLATION. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD, P.O. BOX 26000, SACRAMENTO, CALIFORNIA 95826.

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

CITY OF ROSEVILLE, a
municipal corporation

BY: _____
DOMINICK CASEY
City Manager

Abide Builders, Inc. _____, a
California Corporation

BY:  _____
its: President

and

ATTEST:

BY:

its:  Secretary

BY:

CARMEN AVALOS
City Clerk

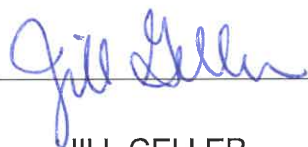
APPROVED AS TO FORM:

BY:

MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUBSTANCE:

BY:



Print Name:

JILL GELLER

Title: Parks, Recreation & Libraries 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 Yolo)

On 1/6/2023 before me, Jean F. Majewski, Notary Public
(insert name and title of the officer)

personally appeared Philip Pizzo,
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.

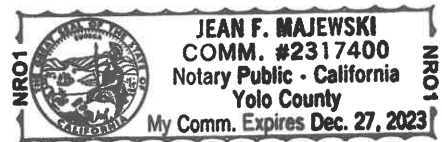
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Jean F. Majewski

(Seal)



ORDINANCE NO. 6622

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 Gibson Park 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: Tara Gee, Park Planning & Development Manager FISCAL YEAR: 2022-23
 PREPARER NAME & TITLE: Rendi Hodge, Management Analyst COUNCIL DATE (if applicable): 3/1/2023
 DEPARTMENT/DIVISION: Parks, Recreation & Libraries/Park Development ORDINANCE: _____

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
3308	6587	84001	400004	334,000	Establish project budget for award from North Central Neighborhood Park fund to fund additional amenities as part of park design and construction.
3303	6587	84001	400004	1,710,500	Increase project budget from Citywide Park fund to fund additional amenities as part of park design and construction.
TOTAL				2,044,500	

REVENUES/TRANSFERS IN

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
TOTAL				-	

NET ADJUSTMENT	2,044,500
----------------	-----------

FUND BALANCE

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
3308				(334,000)	Use of available resources from fund balance in North Central Neighborhood Park Fund
3303				(1,710,500)	Use of available resources from fund balance in the Citywide Park Fund
TOTAL				(2,044,500)	

Justification for Budget Adjustment:

The Parks, Recreation & Libraries Department is requesting a budget adjustment of \$334,000 from the North Central Neighborhood Park Fund 3308 and \$1,710,500 from the Citywide Park Fund 3303 to the Gibson Park Project 400004 to fund the construction of nine lighted pickleball courts, associated shade structures and site amenities. Both the North Central Neighborhood Park Fund and the Citywide Park Fund have the appropriate resources available to fund this request. This budget adjustment will not impact the General Fund.

REQUIRED APPROVALS:			
 REQUESTING DEPARTMENT HEAD / DESIGNEE	2/8/2023 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

RFQ # 13-120

DATE: December 6, 2022

TIME: 3:00 PM

BID BOND REQUIRED: Yes

BID SUMMARY SHEET

BID OPENING FOR:
Gibson Park Project



Bidders Name City, State	Addendum 1	Addendum 2	Bid Bond	Grand Total
Abide Builders, Inc. West Sacramento, CA	✓	✓	✓	4,021,608.00
Jaenz Landscape Rancho Cordova, CA	✓	✓	✓	4,939,774.00

Please Sign-In

Staff	Visitors (Name & Company)	Visitors (Name & Company)
Melissa Lupp		
Heather Buck		
Joe Speaker		
Carmen Avalos		